BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
APRIL 21, 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

- Tree City USA Proclamation urging all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.
- The City of Birmingham is pleased to announce that Birmingham Museum Director Leslie Pielack has been appointed to the nine-member Michigan Historical Commission (MHC) by Michigan Senate Majority Leader Winnie Brinks. The MHC advises the director of the Michigan Department of Natural Resources, approves Michigan Historical Markers and takes on special projects and initiatives of interest to Michigan's history and its commemoration.
- The City recognizes May as Mental Health Awareness Month. Oakland Community Health Network calls upon our citizens, government agencies, public and private institutions, businesses, faith-based organizations, and schools to recommit our state to increasing awareness and understanding of mental illness to promote recovery and a higher quality of life.

APPOINTMENTS

A. Birmingham Shopping District Board
    1. Minna Sharrak

        To concur with the City Manager's appointment of Minna Sharrak to the Birmingham Shopping District Board, as a member who is a district resident, for the remainder of a four-year term to expire November 16, 2028.

B. Multi-Modal Transportation Board
    1. David C. Hocker

        To appoint _____ as a regular member with urban planning, architecture or design education and/or experience to serve the remainder of a three-year term to expire March 24, 2028.

To appoint _____ as a regular member at large living in different areas of the City to serve the remainder of a three-year term to expire March 24, 2028.

To appoint _____ as an alternate member to serve the remainder of a term ending October 27, 2028.

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

V. CONSENT AGENDA

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

A. Resolution to approve the City Commission regular meeting minutes of April 7, 2025.

B. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 10, 2025 in the amount of $1,030,324.42.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 17, 2025 in the amount of $822,937.49.

D. Resolution to approve a special event permit as requested by the Next Level Dance Center to hold the Next Level Summer Performance event on August 10, 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.

E. Resolution to approve a special event permit as requested by the Michigan Men's Health Foundation to hold the Cogs & Kegs event on June 9, 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 set a public hearing date of May 19, 2025 to consider the Special Land Use Permit Amendment for 115 Willits – e Fiore – to transfer ownership and update the Special Land Use Permit with the new owner, Abruzzese Hospitality, LLC.

G. Resolution to approve Contract No. 25-5149, Control Section ST 63000, Job Number 215175CON between the Michigan Department of Transportation and the City of Birmingham. In addition, to authorize the City Engineer to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following years:

FY 2024/2025

Fund Account	Fund ID #	City's Share of Cost	10% Cont.	Total
Major Streets	202.0-449.001-981.0100	$302,224.00	$71,140.00	$373,364.00

AND

Make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2024/2025 budget as follows:

Major Street Fund:
Revenues:

Draw from Fund Balance	202.0-000.000-400.0000	$123,400

Expenditures:

Public Improvement	202.0-449.001-981.0100	$123,400

H. Resolution to approve the award of "2025-2027 Landscape Bed Maintenance Services," for landscape bed maintenance services at 28 locations in the City to Russell Landscaping, Inc., for a total 3-year cost of $235,947.50 through the following accounts:

Account	2025	2026	2027	3-year total
Major Streets 202.0-449.003-937.0400	$ 27,754.00	$ 28,595.00	$29,467.00	$85,816.00
Parks 101.0-751.000-811.0000	$ 41,629.00	$ 42,886.00	$ 44,183.00	$128,698.00
City Property 101.0-441.003-811.0000	$ 6,932.00	$ 7,141.50	$ 7,360.00	$21,433.50
			Grand Total:	$235,947.50

I. Resolution approving a four-year agreement with Penchura, LLC for Playground Design Services, and future Sourcewell Cooperative purchases, subject to City Commission approval for each park.

J. Resolution to accept the resignation of Pierre Yaldo from the Board of Zoning Appeals, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

K. Resolution to accept the resignation of Evan Dix from the Senior/Recreation Center Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

L. Resolution to set May 19, 2025 as the public hearing date for the renewal of the cable television franchise agreement with Comcast.

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'.

A. April 2025 City Manager's Report

VII. UNFINISHED BUSINESS

A. Schematic Design Progress and Revised Test Fits Birmingham Community and Senior Center

1. The City Commission is asked to provide input on the preferred option to proceed through the schematic design process and for Clark Construction to use to prepare a detailed cost estimate.

B. Public Hearing for 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment, Final Site Plan & Design Review

1. No action required, applicant withdrawn.

C. Public Hearing of Necessity for Paving Special Assessment District - Wimbleton Phase 1 Project, Contract #6-25(W)

1. 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 paving on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end; and

   WHEREAS, The City has previously established a policy requiring converting an unimproved road to an improved road; and

   WHEREAS, The City Commission, after the public hearing, has determined that paving Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end, 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, Formal bids have been received and the actual cost of paving has been determined; and

   WHEREAS, The City Engineer has determined the boundaries of paving located within the limits of the following streets shall be installed as part of the Wimbleton Phase 1 Project (Contract #6-25(W)):

   Wimbleton Drive - Woodward Ave. to Oxford Road

   Abbey Street - Wimbleton south to the dead end

   Twin Oaks - Wimbleton north to the dead end

   WHEREAS, The formula used in making the assessment for paving 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 cape seal treatment improvement, replacement of sidewalk ramps to meet ADA compliance, and for approaches is 100% of the contractor's charge for replacing the approach with concrete within the public right-of-way between the proposed curb and the property line (calculated at the rate of $171.20 per front footage for paving, $40.00 per square foot for reinstalled salvage brick pavers, $75.00 per square yard for removed concrete approach or asphalt approach and installed concrete approach).

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 of Confirmation on May 5, 2025 and give notice of same.

Paving – Concrete Curb with Cape Seal Treatment

Sidwell Number	Street Address	Estimated Total Paving SAD Costs
1925177022	999 TWIN OAKS LN	$5,999.49
1925177023	951 TWIN OAKS LN	$13,013.47
1925177024	187 WIMBLETON DR	$18,768.10
1925177025	175 WIMBLETON DR	$12,203.06
1925177026	165 WIMBLETON DR	$10,702.23
1925177027	155 WIMBLETON DR	$11,733.86
1925177028	139 WIMBLETON DR	$18,522.40
1925180003	176 WIMBLETON DR	$10,311.32
1925180004	144 WIMBLETON DR	$30,852.35
1925251022	175 ABBEY RD	$4,413.47
1925251023	147 ABBEY RD	$26,229.46
1925254008	205 WIMBLETON DR	$10,528.65
1925254011	287 WIMBLETON DR	$11,678.66
1925254012	323 WIMBLETON DR	$10,718.66
1925254013	341 WIMBLETON DR	$10,681.16
1925254014	355 WIMBLETON DR	$11,273.66
1925254015	379 WIMBLETON DR	$9,953.57
1925254016	421 WIMBLETON DR	$9,953.57
1925254017	463 WIMBLETON DR	$17,084.49
1925254019	245 WIMBLETON DR	$11,633.66
1925254020	269 WIMBLETON DR	$10,673.66
1925255006	519 WIMBLETON DR	$15,165.13
1925256001	129 ABBEY RD	$18,049.37
1925256002	111 ABBEY RD	$10,439.70

1925257001	202 WIMBLETON DR	$15,318.98
1925257002	244 WIMBLETON DR	$12,151.34
1925257003	266 WIMBLETON DR	$10,427.63
1925257004	282 WIMBLETON DR	$9,991.07
1925257005	322 WIMBLETON DR	$9,968.57
1925257008	380 WIMBLETON DR	$9,991.07
1925257012	498 WIMBLETON DR	$6,660.87
1925257018	460 WIMBLETON DR	$10,126.07
1925257019	420 WIMBLETON DR	$10,043.57
1925257020	444 WIMBLETON DR	$11,731.07
1925257023	340 WIMBLETON DR	$18,984.65
1925258001	520 WIMBLETON DR	$6,660.87
1925401001	N/A POPPLETON PARK	$22,426.88 *

* City Property – 100% of costs paid by the City

OR

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 paving on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end; and

WHEREAS, The City has previously established a policy requiring converting an unimproved road to an improved road; and

WHEREAS, The City Commission, after the public hearing, has determined that paving Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end, 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, Formal bids and quotes have been received and the actual cost of paving has been determined; and

WHEREAS, The City Engineer has determined the boundaries of paving located within the limits of the following streets shall be installed as part of the Wimbleton Phase 1 Project (Contract #6-25(W)):

Wimbleton Drive - Woodward Ave. to Oxford Road

Abbey Street - Wimbleton south to the dead end

Twin Oaks - Wimbleton north to the dead end

WHEREAS, The formula used in making the assessment for paving 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 cape seal treatment improvement, replacement of sidewalk ramps to meet ADA compliance, and for approaches is 100% of the contractor's charge for replacing the approach with concrete within the public right-of-way between the proposed curb and the property line if the lateral is located underneath the approach (calculated at the rate of $80.06 per front footage for paving, $75.00 per square yard for removed concrete approach and install concrete approach, $70.00 per square yard for remove asphalt approach and installed concrete approach).

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 of Confirmation on May 5, 2025 and give notice of same.

Paving – Cape Seal Treatment Only – No Curb and Gutter

Sidwell Number	Street Address	Estimated Total Paving SAD Costs
1925177022	999 TWIN OAKS LN	$1,706.65
1925177023	951 TWIN OAKS LN	$5,988.24
1925177024	187 WIMBLETON DR	$7,285.91
1925177025	175 WIMBLETON DR	$5,138.31
1925177026	165 WIMBLETON DR	$4,103.30
1925177027	155 WIMBLETON DR	$4,423.13
1925177028	139 WIMBLETON DR	$7,213.10
1925180003	176 WIMBLETON DR	$4,253.69
1925180004	144 WIMBLETON DR	$13,613.03
1925251022	175 ABBEY RD	$1,769.25
1925251023	147 ABBEY RD	$10,967.76
1925254008	205 WIMBLETON DR	$4,923.48
1925254011	287 WIMBLETON DR	$6,373.13
1925254012	323 WIMBLETON DR	$5,543.13
1925254013	341 WIMBLETON DR	$4,423.13
1925254014	355 WIMBLETON DR	$4,423.13
1925254015	379 WIMBLETON DR	$4,082.89
1925254016	421 WIMBLETON DR	$5,132.89
1925254017	463 WIMBLETON DR	$7,989.17

1925254019	245 WIMBLETON DR	$4,423.13
1925254020	269 WIMBLETON DR	$4,423.13
1925255006	519 WIMBLETON DR	$6,442.80
1925256001	129 ABBEY RD	$7,395.23
1925256002	111 ABBEY RD	$5,399.22
1925257001	202 WIMBLETON DR	$6,609.43
1925257002	244 WIMBLETON DR	$5,103.61
1925257003	266 WIMBLETON DR	$4,287.03
1925257004	282 WIMBLETON DR	$4,082.89
1925257005	322 WIMBLETON DR	$4,082.89
1925257008	380 WIMBLETON DR	$4,082.89
1925257012	498 WIMBLETON DR	$3,114.80
1925257018	460 WIMBLETON DR	$4,082.89
1925257019	420 WIMBLETON DR	$4,082.89
1925257020	444 WIMBLETON DR	$5,657.89
1925257023	340 WIMBLETON DR	$8,165.78
1925258001	520 WIMBLETON DR	$3,114.80
1925401001	N/A POPPLETON PARK	$10,487.42

* City Property – 100% of costs paid by the City

VIII. NEW BUSINESS

A. PH - Hearing of Confirmation - Wimbleton Phase 1 Sewer and Water Laterals SAD

1. Resolution confirming Special Assessment Roll 914 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 914, 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 04-067-25 provided it would meet this 21st day of April, 2025 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this April 21, 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. 914 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 ten (10) 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.

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1925251022	175 ABBEY RD	$3,500.00	-
1925255006	519 WIMBLETON DR	$3,100.00	-
1925256002	111 ABBEY RD	$2,400.00	-
1925177022	999 TWIN OAKS LN	$1,900.00	$0.00 *
1925177023	951 TWIN OAKS LN	$1,000.00	$0.00 *
1925177024	187 WIMBLETON DR	-	-
1925177025	175 WIMBLETON DR	$3,450.00	$4,230.00
1925177026	165 WIMBLETON DR	$3,500.00	$4,140.00
1925177027	155 WIMBLETON DR	$2,800.00	$0.00 *
1925177028	139 WIMBLETON DR	$3,600.00	$5,760.00
1925180003	176 WIMBLETON DR	$2,700.00	-
1925180004	144 WIMBLETON DR	$3,500.00	-
1925251023	147 ABBEY RD	$2,400.00	-
1925254008	205 WIMBLETON DR	$3,100.00	$1,890.00
1925254011	287 WIMBLETON DR	$3,100.00	$1,890.00
1925254012	323 WIMBLETON DR	$3,100.00	$1,890.00
1925254013	341 WIMBLETON DR	$3,100.00	$1,890.00
1925254014	355 WIMBLETON DR	$3,100.00	$1,890.00
1925254015	379 WIMBLETON DR	$3,100.00	$1,890.00
1925254016	421 WIMBLETON DR	$3,100.00	-
1925254017	463 WIMBLETON DR	$3,100.00	-
1925254019	245 WIMBLETON DR	-	-
1925254020	269 WIMBLETON DR	$3,100.00	-
1925256001	129 ABBEY RD	$2,400.00	-
1925257001	202 WIMBLETON DR	-	-
1925257002	244 WIMBLETON DR	$3,000.00	-
1925257003	266 WIMBLETON DR	$3,000.00	-
1925257004	282 WIMBLETON DR	$3,000.00	$3,600.00
1925257005	322 WIMBLETON DR	$3,000.00	$3,600.00
1925257008	380 WIMBLETON DR	$3,000.00	$3,600.00
1925257012	498 WIMBLETON DR	$3,000.00	$3,600.00
1925257018	460 WIMBLETON DR	$3,000.00	-
1925257019	420 WIMBLETON DR	$6,000.00	-
1925257020	444 WIMBLETON DR	$3,000.00	-
1925257023	340 WIMBLETON DR	$3,000.00	-

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1925401001	N/A POPPLETON PARK	-	-
1925255007	541 WIMBLETON DR	$3,800.00	$2,430.00
1925258001	520 WIMBLETON DR	$3,000.00	$3,600.00
		$103,950.00	$45,900.00

* Records indicate Lead Water Service, Zero Costs per State of Michigan

B. Public Hearing of Necessity for Sewer and Water Lateral Special Assessment District - Bird Phase 1A Project, Contract #7-25(W)

1. 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 replacing sewer services 50 years of age or older or constructed of material that is not acceptable for City standards and replacing water services that are 60 years or older or less than 1 inch in diameter on Bird Street from Pierce Street to Grant Street; and

   WHEREAS, The City has previously established a policy requiring replacement of sewer services 50 years of age or older or constructed of materials that are not acceptable for City standards and water services less than 1 inch in diameter and the City street is open for repairs or reconstruction; and

   WHEREAS, The City Commission, after the public hearing, has determined that the Bird Phase 1A Project, the replacement of sewer services that are 50 years of age or older or of material that is not acceptable for City standards, the replacement of water services that are 60 years or older or less than 1 inch in diameter, is a necessity and is in the best interest of the City; and

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

   WHEREAS, Formal bids have been received and the actual cost of sewer service and water service replacement has been determined; and

   WHEREAS, The City Engineer has determined the boundaries of sewer service lateral and water service laterals located within the limits of the following streets shall be installed as part of the Bird 1A Project (Contract #7-25(W)):

   Bird Avenue – Pierce Street to Grant Street

   WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for replacing the lateral service that is 50 years of age or older or constructed of materials that are not acceptable and water service that is 60 years of age or

older or less than 1 inch in diameter within the public right-of-way between the utility and the property line (calculated at the rate of $125.00 per foot of 6" diameter sewer service pipe, $60.00 per foot of 1-inch water service pipe).

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 and 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 of Confirmation on May 5, 2025 and give notice of same.

Sewer and/or Water Lateral

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1936453004	1829 PIERCE ST	-	-
1936455013	407 BIRD AVE	$2,375.00	$2,100.00
1936455014	423 BIRD AVE	-	-
1936455015	425 BIRD AVE	-	-
1936455016	455 BIRD AVE	-	-
1936455017	479 BIRD AVE	$2,250.00	$2,040.00
1936455018	495 BIRD AVE	$2,250.00	$2,040.00
1936455019	505 BIRD AVE	-	-
1936455020	519 BIRD AVE	-	-
1936455021	537 BIRD AVE	$2,250.00	$2,040.00
1936455022	551 BIRD AVE	$2,125.00	$2,040.00
1936455023	571 BIRD AVE	$2,125.00	$2,040.00
1936455024	591 BIRD AVE	$2,125.00	$2,040.00
1936456002	212 BIRD AVE	-	-
1936456003	222 BIRD AVE	$3,750.00	-
1936456004	250 BIRD AVE	$3,750.00	-
1936456005	262 BIRD AVE	-	-
1936456006	286 BIRD AVE	$3,750.00	$900.00
1936456007	298 BIRD AVE	$3,875.00	$900.00
1936456008	306 BIRD AVE	$3,875.00	$900.00
1936456009	328 BIRD AVE	$3,875.00	$900.00
1936456010	366 BIRD AVE	$3,875.00	$900.00
1936456011	370 BIRD AVE	$3,875.00	$900.00
1936456012	390 BIRD AVE	$3,875.00	$900.00
1936456019	125 E 14 MILE RD UNIT 1	-	$218.57
1936456020	125 E 14 MILE RD UNIT 2	-	$218.57
1936456021	125 E 14 MILE RD UNIT 3	-	$218.57
1936456022	125 E 14 MILE RD UNIT 4	-	$218.57
1936456023	125 E 14 MILE RD UNIT 5	-	$218.57

1936456024	125 E 14 MILE RD UNIT 6	-	$218.57
1936456025	125 E 14 MILE RD UNIT 7	-	$218.57
1936456026	125 E 14 MILE RD UNIT 8	-	$218.57
1936456027	125 E 14 MILE RD UNIT 9	-	$218.57
1936456028	125 E 14 MILE RD UNIT 10	-	$218.57
1936456029	125 E 14 MILE RD UNIT 11	-	$218.57
1936456030	125 E 14 MILE RD UNIT 12	-	$218.57
1936456031	125 E 14 MILE RD UNIT 14	-	$218.57
1936456032	125 E 14 MILE RD UNIT 15	-	$218.57
1936456033	150 BIRD AVE UNIT 16	-	$218.57
1936456034	150 BIRD AVE UNIT 17	-	$218.57
1936456035	150 BIRD AVE UNIT 18	-	$218.57
1936456036	150 BIRD AVE UNIT 19	-	$218.57
1936456037	150 BIRD AVE UNIT 20	-	$218.57
1936456038	150 BIRD AVE UNIT 21	-	$218.57
1936456039	151 BIRD AVE UNIT 22	-	$218.57
1936456040	150 BIRD AVE UNIT 23	-	$218.57
1936456041	150 BIRD AVE UNIT 24	-	$218.57
1936456042	150 BIRD AVE UNIT 25	-	$218.57
1936456043	150 BIRD AVE UNIT 26	-	$218.57
1936456044	150 BIRD AVE UNIT 27	-	$218.57
1936456045	150 BIRD AVE UNIT 28	-	$218.57
1936456046	150 BIRD AVE UNIT 29	-	$218.57
1936457001	408 BIRD AVE	-	-
1936457002	426 BIRD AVE	-	-
1936457003	444 BIRD AVE	-	-
1936457004	458 BIRD AVE	$4,125.00	$1,020.00
1936457005	480 BIRD AVE	$4,125.00	$1,020.00
1936457006	498 BIRD AVE	-	$1,020.00
1936457007	512 BIRD AVE	-	-
1936457008	524 BIRD AVE	-	-
1936457009	540 BIRD AVE	$4,125.00	$1,020.00
1936457010	556 BIRD AVE	$4,250.00	$1,020.00
1936457011	570 BIRD AVE	$4,250.00	$1,020.00
1936457012	592 BIRD AVE	$4,250.00	$1,020.00

C. Public Hearing for 1740 W. Maple – Holiday Market Select – Special Land Use Permit

1. Resolution to approve the Special Land Use Permit for 1740 W. Maple to transfer ownership and grant a Special Land Use Permit to the proposed new owner, 10 & Main OOOM, LLC, to engage in alcoholic beverage sales for off premise consumption in the B1 (Neighborhood Business) zoning district.

AND

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request 10 & Main OOOM, LLC, to approve transfer of ownership in the Holiday Market Select which holds the SDM and SDD licenses and Sunday Sales (AM/PM) located at 1732 and 1740 W. Maple, Birmingham, Oakland County, MI from VIOGOLD, LLC to 10 & Main OOOM, LLC.

D. Initial Bistro Screening – 2024-2025
   1. Resolution to move forward with the bistro applications for The Amalfi Coast and Kemosabe and permit each bistro to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

      OR

   2. To take no action on any bistro application at this time.

E. 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.

F. Commission discussion on items from a prior meeting.
   1. Birmingham Community and Senior Center project costs to date
   2. Birmingham Community and Senior Center name

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

A. Communications regarding the Birmingham Community and Senior Center
B. Communications regarding Wimbleton
C. Communications regarding Fiscal Responsibility
D. Communication regarding the Museum

XI. REPORTS

A. Commissioner Reports
   1. Notice of intention to appoint to the Historic District Study Committee
   2. Notice of intention to appoint to the Triangle District Corridor Improvement Authority
   3. Notice of intention to appoint to the Board of Zoning Appeals
   4. Notice of intention to appoint to the Ad Hoc Senior/Recreation Center Committee
B. Commissioner Comments
C. Advisory Boards, Committees, Commissions' Reports and Agendas
D. Legislation
E. City Staff

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).

TREE CITY USA®
An Arbor Day Foundation Program

★★★ OFFICIAL PROCLAMATION ★★★

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

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

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

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

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

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

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

NOW, THEREFORE, I, Therese Longe, Mayor of the City of Birmingham, do hereby proclaim Friday, April 25, 2025 as **ARBOR DAY** In the City of Birmingham, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, ***and***

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

DATED THIS 21st day of April, 2025

Mayor _____

Arbor Day Foundation®

BIRMINGHAM
A WALKABLE CITY

NOTICE OF INTENTION TO INTERVIEW
FOR APPOINTMENT TO THE
BIRMINGHAM SHOPPING DISTRICT BOARD

At the regular meeting of Monday April 21, 2025 the City Manager will appoint with the concurrence of the Birmingham City Commission, one member, a district resident, to the Birmingham Shopping District Board to serve the remainder of a four-year term to expire November 16, 2028, and one member, a business representative with interest in property located in the district, to serve the remainder of a four-year term to expire November 26, 2025.

Interested citizens may submit an application available at the City Clerk's Office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's Office on or before noon on Wednesday, April 16, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission make nominations and vote on appointments.

Board Duties

The goal of the Shopping District Board shall be to promote economic activity in the principal shopping districts of the City by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities (Section 82-97(a)).
The Shopping District Board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the City Commission from the financing methods specified in this article. (Section 82-97(b)).

The Shopping District Board shall consist of 12 members. One member shall be the City Manager, one shall be a resident of an area designated as a principal shopping district, and one shall be a resident of an adjacent residential area. A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district (Section 82-92(a)).

The ordinance states that the City Manager will make the appointment with the concurrence of the City Commission (Section 82-92(b)).

Applicant(s) Presented for City Commission Consideration:

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.

BIRMINGHAM
A WALKABLE CITY

Applicant Name	Qualifications
	• Resident from an area designated as a principal shopping district. • Resident from an adjacent residential area. • A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district. • The remaining members shall be representatives of businesses located in the district.
Minna Sharrak	15-year resident of Birmingham currently residing within the Birmingham Shopping district with a Business Administration degree from Michigan State University.

SUGGESTED ACTION:

To concur with the City Manager's appointment of ____ to the Birmingham Shopping District Board, as a member who is a district resident, for the remainder of a four-year term to expire November 16, 2028.

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.

BIRMINGHAM
A WALKABLE CITY

Mya Brown <mbrown@bhamgov.org>

FromClerksOffice- APPLICATION FOR CITY BOARD OR COMMITTEE [#58]

1 message

'Wufoo' via Clerks Office <ClerksOffice@bhamgov.org> Thu, Apr 3, 2025 at 8:50 AM
Reply-To: no-reply@wufoo.com
To: clerksOffice@bhamgov.org

Board/Committee of Interest	BSD Board
Specific Category/Vacancy on Board (see below)	District Resident Vacancy
Name	Minna Sharrak
Residential Address	280 EUCLID AVE Birmingham, MI 48009 United States
Business Address	555 S Old Woodward Ave Suite 27L Birmingham, MI 48009 United States
Phone Number *	(248) 444-6903
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.**	minna.sharrak@gmail.com
Length of Residence	15 Years
Occupation	Business Owner-Health and Wellness/Commercial Real Estate

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

With over 23 years of experience in both Real Estate and Hospitality, I have worked and owned multiple companies focusing on Multi-Family and Mixed Use Developments. I have a thorough understanding of the Real Estate market both in the Suburbs and Downtown Detroit. I have traveled extensively all over the world and I hope to bring my knowledge and insight to the cities and countries I have visited to the city of Birmingham to make our town even better than it already is. I have been a resident of the City of Birmingham since 2010 and have love watching the evolution and change of the downtown scene and retail mix.

List your related employment experience

Current- Owner- Banya Wellness- Sauna and Cold Plunge Studio set to open in the 555 Building in May in addition to holding my position as a Commercial Real Estate Broker with Beanstalk Real Estate Solutions. Previously I was a partner in a Multi-Family Property Management and Acquisitions Firm where we actively purchased almost 1000 units in around Metro Detroit. Prior to that I worked for Village Green-a National Multi-Family Property Management Company with locations in 32 states nationwide. I was overseeing the team in charge of new developments and assisting developers with pre-construction planning.

List your related community activities	Active Member at Birmingham Country Club-Golf Committee. Coach my daughter's basketball team at St. Regis Catholic School. Current BSD Member on the Business Development Committee.
List your related educational experience	Michigan State University- B.A. Business Administration-2003 Real Estate License- State of 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

BIRMINGHAM SHOPPING DISTRICT BOARD

Ordinance 1534 - Adopted September 14, 1992
The Board shall consist of 12 members as follows:

a) City Manager.
b) Resident from an area designated as a principal shopping district.
c) Resident from an adjacent residential area.
d) A majority of the members shall be nominees of individual businesses located within a principal shopping district who have an interest in property located in the district.
e) The remaining members shall be representatives of businesses located in the district.

4-Year Terms

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Home Address Business Address				
	VACANT			11/16/2028
			District resident	
Ecker	**Jana**			
		(248) 530-1811	City Manager	
		jecker@bhamgov.org		
151 Martin				
Birmingham	48009			
Erika	**Bassett**			
		(248) 530-1250	Executive Director	
		ebassett@bhamgov.org		
151 Martin Street				
Birmingham	48009			

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Fehan	**Douglas**	(248)705-3000 *godug@aol.com*	Director Emeritus	
Hussey	**Beth**	(248)765-0237 *beth@eatathazels.com*	11/28/2022 Business representative with interest in property located in district	11/16/2025
3422 Chickering Lane Bloomfield Hills 48301 24977 Woodward Ave Suite 100 Birmingham 48009				
Kay	**Zachary**	(248) 770-0646 (248) 220-4999 *zak@shopfoundobjects.com*	7/9/2018 Business representative	11/16/2027
173 N Glengary Rd. Bloomfield Hills 48301 168 South Old Woodward Birmingham 48009				
Lundberg	**Jessica**	(248) 766-8696 *jessica@rivagedayspa.com*	10/26/2024 Business representative with interest in property located in district	11/16/2026
494 Whippers in Court Bloomfield Hills 48304 210 S. Old Woodward Ste. 250 Birmingham 48009				
McKenzie	**Michael**	(312) 785-4906 *mike_mckenzie@mac.com*	11/23/2020 Resident from adjacent neighborhood	11/16/2027
2123 Windemere Birmingham 48009				

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Pohlod	**Amy**	(248) 219-5042	7/25/2016	11/16/2026
1360 Edgewood Birmingham 48009 912 South Old Woodward Birmingham 48009		*amypohlod@hotmail.com*	Business representative with interest in property located in district	
Roberts	**William**	(248) 463-8606 (248) 646-6395	11/10/1997	11/16/2025
320 Martell Ct Bloomfield Hills 48304 273 Pierce Birmingham 48009		*BR@RobertsRestaurantGroup.com*	Business representative	
Surnow	**Sam**	(248) 877-4000 (248) 865-3000 *sam@surnow.com*	11/23/2015	11/16/2027
1310 S. Bates Birmingham 48009 320 Martin, Ste. 100 Birmingham 48009			Business representative with interest in property located in district	
Taddei	**Michele**	(248) 275-3125	11/16/2023	11/16/2027
500 E Long Lake Road Bloomfield Hills 48304 112 Peabody St. Birmingham 48009		*michele@fullercentralpark.com*	Business representative with interest in property located in district, Member greater than 5% total sq ft	
vacated	**12/9/2024**			11/26/2025
			Business representative with interest in property located in district	

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Wolf	**Sloane**	(248) 877-6306	12/9/2024	11/16/2026
1193 Floyd Ste 101 Birmingham 48009 442 S Old Woodward Birmingham 48009		*sloanemwolf@gmail.com*	Business representative	

THE BY LAWS

OF

THE BIRMINGHAM SHOPPING DISTRICT BOARD OF DIRECTORS

(A BSD formed pursuant to Act No. 120 of 1961 , MCL 125.981,
Code of Ordinances, City of Birmingham Ordinance Chapter 82, Article IV —

ARTICLE I

NAME, OFFICE, REGISTERED AGENT, GOALS AND POWER

Section 1. Name. The name of this principal shopping district shall be the Birmingham Shopping District (BSD).

Section 2. Goals. The goal of the BSD shall be to promote economic activity in the principal shopping district of the City of Birmingham by undertakings including, but not limited to, conducting market research and public relations campaigns, developing, coordinating and conducting retail and institutional promotions, and sponsoring special events and related activities. The Board may expend funds it determines reasonably necessary to achieve its goal, within the limits of those monies made available to it by the City Commission from the financing methods specified in City of Birmingham Ordinance 82-77 and 82-78. In furtherance of its goal, the Board may recommend to the City Commission that the City undertake one or more the following activities in the principal shopping district:

1) Open, widen, extend, realign, pave, maintain or otherwise improve highways and construct, reconstruct, maintain or relocate pedestrian walkways.
2) Prohibit or regulate vehicular traffic where necessary to carry out the purposes of a development or redevelopment project.
3) Regulate or prohibit vehicular parking on highways.
4) Acquire, own, maintain or operate off-street parking lots or structures.
5) Contract for the operation or maintenance by others of city off-street parking lots or structures, or appoint agents for the operation or maintenance of those lots or structures.

6) Construct, maintain and operate malls with bus stops, information centers and other buildings that will serve the public interest.
7) Acquire by purchase, gift or condemnation, and own, maintain, or operate real or personal property necessary to implement the goals of the board.
8) Provide for the maintenance, security and operation of a district.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers. The BSD shall be under the supervision and control of the Board of Directors, except as otherwise provided by Act No. 120 of 1961 and Code of Ordinances—City of Birmingham Ordinance Chapter 82, Article IV. Division 2 - Shopping District Board, as amended.

Section 2. Board Composition: Appointments, Replacement and Vacancies. The Board shall consist of 12 members. One member shall be the city manager, one shall be a resident of an area designated as part of the BSD, and one shall be a resident of an adjacent residential area. A majority of the members shall be individual businesses located within the BSD who have an interest in property located in the district. The remaining members shall be representatives of businesses located in the district.

Members shall be appointed to the Board for a four-year term by the City Manager with the concurrence of the City Commission. However, if all the following requirements are met, a business may appoint a member of the Board, which member shall be counted toward the majority of members required to be nominees of businesses located within the BSD:

(1) The business is located within a principal shopping district.

(2) The business is located within a special assessment district established by the city commission to defray all or a portion of the costs of the board's activities under this article.

(3) The special assessment district is divided into special assessment rate zones reflecting varying levels of special benefits.

(4) The business is located in the special assessment rate zone with the highest special assessment rates.

(5) The square footage of the business is greater than five percent of the total square footage of businesses in the special assessment rate zone.

If a member is appointed by a business meeting the requirements at a time all 12 positions on the board are filled, the city commission shall, by resolution, remove one or more members of the board in order that its membership not exceed 12 in number.

The Board may nominate and elect non-voting emeritus members for two year terms. An emeritus member must either currently or have previously served the BSD Board with distinction and excellence, and shall be entitled to receive all written notices and information which are provided to the board of directors, to attend all board meetings, to participate in meetings of the committees in which they serve, and encouraged to attend all other events conducted by the BSD. A board member emeritus shall not be subject to any attendance policy counted in determining if a quorum is present at a meeting, entitled to hold office, or entitled to vote at any board meeting.

An appointment to fill a vacancy shall be made by the City Manager, with the concurrence of the City Commission, for the unexpired term only. A Member whose term of office has expired shall continue to hold office until a successor is appointed. A Member may be appointed to additional terms in accordance with the provisions hereunder.

Section 3. Removal. Pursuant to notice and after having been given an opportunity to be heard, a member of the Board may be removed for cause by the City Manager with concurrence from the City Commission upon recommendation from the Board.

Section 4. Conflict of Interest. A Member who has a conflict between a personal interest and the public interest shall fully disclose the nature of the interest prior to the

BSD taking any action with respect to the matter. Such disclosure shall become a part of the record of the BSD's official proceedings. Such declaration shall be made before discussion on the item begins. Except as provided by law, or Birmingham Ethics Ordinance, Chapter 2 Article IX, no Member may participate in, act upon, or vote upon any matter if a conflict exists. Any Board member is permitted to inquire about potential conflicts that may exist among other members.

Section 5. Meetings. The BSD shall hold at least one regular public meeting each month. At the October meeting of the calendar year, the BSD shall set the dates, times, and places of the BSD's regular meetings for the coming year. Special meetings of the BSD may be called by the secretary at the written request of the Chairperson of the Board or any three Members on at least two days' notice. All business which the Board may perform shall be conducted at a public meeting of the Board held in compliance with the Open Meetings Act, Act. No. 267 of 1976, as amended.

Section 6. Public Participation at Meetings. A reasonable opportunity shall be given for members of the public to be heard at any open meeting on agenda items before the BSD during discussion. In the interest of ensuring the orderly processing of items of business before the BSD, such public comments shall be heard at the end of the agenda item discussion. Any items not on the agenda shall be heard at the end of the meeting agenda. Consistent with the Open Meetings Act, the BSD may impose a time limitation up to three (3) minutes per person for public comment. All individuals who wish to address the BSD must identify themselves by name and address prior to speaking at the meeting.

Section 7. Notice. Public notice of all meetings of the Board or its Committees which provides the time, date, and location of the meeting shall be given in the manner required by the Open Meetings Act, Act No. 267 of 1976, as amended. There shall be a public notice posting within ten (10) days after the first meeting in each calendar year of the annual schedule of BSD meetings, stating the dates, times, and places of its regular meetings. For a rescheduled regular or a special meeting of the BSD, a public notice stating the date, time, and place of the meeting shall be posted at least eighteen (18)

hours before the meeting. The public notice shall contain the name of the BSD Board or Committee, its telephone number, its address, and shall be posted at the City Hall of the City of Birmingham and any other location considered appropriate by the BSD.

Section 8. Quorum. A majority of the members of the BSD then in office constitutes a quorum for the transaction of business at any meeting of the Board. An affirmative vote of the majority of a quorum shall be required to adopt any resolution. A 2/3 roll call vote of the Members on the Board at the meeting shall be required to call a closed session and the Board shall meet in closed session only for the purposes permitted by law pursuant to the Open Meetings Act, Act No. 267 of 1976, as amended.

Section 9. Participation by Communication Equipment. All meetings of the BSD must be open to the public and must be held in a place available to the general public. Only as permitted by law pursuant to the Open Meetings Act, Act No. 267 of 1976, as amended, an absent Member may participate in, and vote on, business before the BSD by way of a two-way electronic communication device wherein all discussions and deliberations are able to be heard by the public in attendance at the meeting. For any member attending the meeting remotely, a public announcement at the outset of the meeting to be included in the meeting minutes must be made, announcing that a Member is in fact attending the meeting remotely. Participation by communication equipment shall be permitted only in accordance with the Open Meetings Act, Act No. 267 of 1976, as amended.

Section 10. Attendance. Each Member is required to attend a minimum of two-thirds of the regularly scheduled Board meetings in a twelve (12) month period. If a Member has not fulfilled this requirement after a twelve (12) month period, the Board may recommend that the City Commission declare that Member's position vacant and remove the Member from the Board, in accordance with Section 3. The Board may grant a waiver, given a sufficient explanation of extenuating circumstances. Waivers shall be considered monthly by the Board or upon request.

Section 11 Committees. The Board may, by resolution, designate one or more committees, each committee shall consist of at least one of the Members. Each Member shall serve on a committee. The Board shall appoint all committee members and the chair of the committee. A committee, and each member thereof, shall serve at the pleasure of the Board. Committees shall consist of less than a quorum of Board Members and shall meet in accordance with the Open Meetings Act, Act No. 267 of 1976, as amended. Standing committees shall consist of Executive, Marketing and Advertising, Maintenance and Capital Improvements, Business Development and Special Events with up to eight (8) members per committee made up of Board members, BSD businesses and property owners, Birmingham residents and persons with business interest in the BSD. Committees shall only make recommendations to the Board on matters of the District, and shall not enter into agreements without Board approval. A majority of the committee members constitutes a quorum for the transaction of business at any committee meeting. If the committee lacks a quorum, the committee members may receive reports and comments from the public or staff and shall not make any recommendations to the Board.

Section 12 Personnel. The Board may employ personnel as deemed necessary. Such personnel may include, but is not limited to an executive director, treasurer, secretary, and legal counsel. The Executive Director, Treasurer, Secretary and Legal Counsel shall report to the Board. All other employees shall be appointed by, directed by and report to the Executive Director. Board Members shall not give direction to or interfere with the work of the employees under the direction of the Executive Director. The duties, rights and responsibilities of employees of the BSD shall be consistent with the provisions of the City of Birmingham Employee Handbook. The Board may employ and fix the compensation of an executive director, subject to the approval of the City Commission. The full-time employees of the BSD shall be eligible to participate in municipal retirement and insurance programs of the City of Birmingham.

ARTICLE III
OFFICERS

Section 1. Officers. The officers of the BSD shall be elected by the Board annually at its January meeting and shall consist of a Chairperson, Vice-Chairperson and Secretary. An officer shall not execute a contract on behalf of the BSD without a resolution adopted by the Board.

Section 2. Election and Term of Office. Each officer so elected shall hold office until December 31 of the year in which she or he is elected, or until his or her term expires, or upon resignation or removal, whichever occurs first.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled at any meeting of the Board for the unexpired portion of the term of such office, in accordance with Public Act No. 120 of 1961 and the Birmingham Code of Ordinances.

Section 4. Chairperson. The Chairperson shall perform all duties of the office as provided in these Bylaws, by Public Act No. 120 of 1961, and the Birmingham Code of Ordinances. The Chairperson shall preside over all meetings of the BSD and shall perform all duties as directed by the Board. The Chairperson shall be an ex-officio member of all standing committees, and shall have the general oversight of the Board. The Chairperson shall also act as Chair of the Executive Committee, assuming the same powers of the BSD as listed above, and further described in Article III, Section 8. To qualify to serve as the Chairperson, it is preferred that the Board Member have served at least one full year as an active Board Member.

Section 5. Vice-Chair. The Vice-Chair shall act as the Chair when the Chair is absent or unable to act, and otherwise be vested with the powers and shall perform such duties and exercise such other powers as may from time to time be imposed upon or vested by resolution of the Board.

Section 6. Secretary. The Board may employ and fix the compensation of a Secretary, and need not be a member of the Board. The Secretary shall attend meetings of the Board, and keep and maintain a record of its proceedings. The minutes of the BSD shall contain the date, time, place, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting. The Secretary shall give, or cause to be given, notice of all meetings of the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall, when authorized by the Board, attest by signature to actions of the Board. The Secretary shall perform all other duties as may be delegated to him or her by the Board.

Section 7. Delegation of Duties and Officers. In the absence of any officer of the BSD, or for any other reason that the Board may deem sufficient, the Board may, by resolution, delegate from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Member, provided a majority of the Board then in office concurs therein.

Section 8. Executive Committee. The Executive Committee shall consist of five Board Members including the Chair, Vice-Chair, City Manager, and two committee chairs). The Executive Committee shall be responsible for reviewing the agenda for the regular Board meetings and proposing the agenda for the Board. The committee shall meet as necessary and all such meetings shall comply with the notice requirements, as set forth in Article II, Section 7.

ARTICLE IV

CONTRACTS, DONATIONS, AND POWERS OF THE BOARD

Section 1. Contracts.

The Board may make and enter into contracts necessary or incidental to the exercise of powers and the performance of its duties. The Board may, by resolution, authorize an agent of the BSD to execute contracts and/or documents on behalf of the BSD. A copy

of the resolution approving such contracts must be attached to such contract and must adhere to any Purchasing/Procurement policies that the BSD may adopt.

Section 2. Checks, Drafts, etc. All orders for the payment of money, notes, or other evidences of indebtedness shall be signed by the Board's authorized agent and submitted to the Finance Department of the City of Birmingham for signature and for the issuance of payment.

Section 3. Grants and Donation. The Board may accept grants and donations of property, labor, or other things of value from a public or private source, consistent with Public Act No. 120 of 1961.

Section 4. Deposits. All funds of the BSD shall immediately be deposited into the appropriate fund or account to the credit of the BSD in such banks, trust companies, or other depositories as the BSD or Finance Director of the City of Birmingham may select. Report of these receipts shall be provided to its Executive Director for review and submission to the Board.

Section 5. Other Powers of the Board. The Board shall perform and exercise all such powers as provided in Public Act No. 120 of 1961.

Section 6. Budget

Pursuant to Birmingham City Charter, Section 7, the Executive Director of the BSD or designee shall prepare and submit for the approval of the Board a budget for the operation of the BSD for the ensuing fiscal year. The budget shall be prepared in the manner and contain the information required of municipal departments. Before the budget may be adopted by the Board, it shall be approved by the City Commission. The BSD shall submit an annual budget to the City Commission each year for inclusion in the City's annual budget presentation. The budget shall be adopted by the Board no later than by July 1 each year.

Section 7. Audit

The governing body of the City of Birmingham may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the BSD, other than those committed, which cost shall be paid annually by the board pursuant to an appropriate item in its budget.

ARTICLE V
FISCAL YEAR

The fiscal year of the BSD shall correspond at all times to the fiscal year of the City of Birmingham.

ARTICLE VI
REPORTING REQUIREMENTS

All expense items of the BSD shall be recorded monthly and financial records shall be open to the public. If the Board does not employ an Executive Director, the Board shall file any and all necessary reports. Annually, the Board shall submit to the City Commission a report on the status of any special assessments utilized by the BSD.

ARTICLE VII
AMENDMENTS

These Bylaws may be altered or amended or repealed by the affirmative vote of the Board then in office. Approved changes to these Bylaws take effect immediately.

I HEREBY CERTIFY that the above Bylaws were written by the Birmingham Shopping District, of the City of Birmingham on the 19th day of April, 2023.

CHAIRPERSON

3A

BIRMINGHAM
A WALKABLE CITY

NOTICE OF INTENTION TO APPOINT TO THE MULTI-MODAL TRANSPORTATION BOARD

At the regular meeting of Monday, April 21, 2025, the Birmingham City Commission intends to appoint the following positions to the Multi-Modal Transportation Board:

- One regular member with urban planning, architecture or design education and/or experience to serve the remainder of a three-year term to expire March 24, 2028
- One regular member at large living in a different area of the City to serve the remainder of a three-year term to expire March 24, 2028
- One alternate member to serve the remainder of a term ending October 27, 2028
- One alternate member to serve the remainder of a term ending October 27, 2028

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, April 9, 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 purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the City and to advise the City Commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven-member board shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the City. Applicants for this position do not have be a qualified elector or property owner in Birmingham.

Applicant(s) Presented for City Commission Consideration:

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 Name	Qualifications
	The seven-member board shall be composed of the following: • one pedestrian advocate member • one member with a mobility or vision impairment • one member with traffic-focused education and/or experience • one bicycle advocate member • one member with urban planning, architecture or design education and/or experience • two members at large living in different geographical areas of the City.
David C. Hocker	Birmingham resident for over 18 years, registered elector, who has served as a Multi-Modal Transpiration Board member since 2024.

SUGGESTED ACTION:

To appoint _____ as a regular member with urban planning, architecture or design education and/or experience to serve the remainder of a three-year term to expire March 24, 2028.

To appoint _____ as a regular member at large living in different areas of the City to serve the remainder of a three-year term to expire March 24, 2028

To appoint _____ as an alternate member to serve the remainder of a term ending October 27, 2028.

To appoint _____ as an alternate member to serve the remainder of a term ending October 27, 2028.

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.

City of Birmingham
A Walkable Community

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Multimodal Transportation Board

Specific Category/Vacancy on Board: Resident at large/ plan experience (see back of this form for information)

Name: David C. Hocker

Phone: 313-917-4718

Residential Address: 898 Pilgrim

Email: dhocker@globalfacilitiesinc.com

Residential City, Zip: Birmingham, 48009

Length of Residence: +25yrs

Business Address:

Occupation: Facilities Development/Mgmt

Business City, Zip:

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied: Traffic patterns volume and speed have become an increasing concern in the neighborhoods, including the confluence of current and future transport modes.

List your related employment experience: Planning, development/construction of manufacturing and corporate office facilities as well as directing their management / maintenance. Global experience.

List your related community activities:

List your related educational experience: Industrial Asset Management Council Fellow (and board member) Certified Facility Management (CFM) International Facility Managment Association, MIT RE Institute Certificate

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

David C Hocker
Signature of Applicant

4/11/2025
Date

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

Updated 12/02/19

BIRMINGHAM
A WALKABLE CITY

MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

The purpose of the Multi-Modal Transportation Board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the Multi-Modal Transportation Plan, including reviewing project phasing and budgeting.

In so far as possible, the seven member committee shall be composed of the following: one pedestrian advocate member; one member with a mobility or vision impairment; one member with traffic-focused education and/or experience; one bicycle advocate member; one member with urban planning, architecture or design education and/or experience; and two members at large living in different geographical areas of the city. At least five Board members shall be electors or property owners in the city. The remaining Board members may or may not be electors or property owners in the City.

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Davies	**Gordon**	(248)701-5462	10/24/2022	3/24/2027
969 Bennaville			Regular Member	
Birmingham	48009			
		gordonhdavies@yahoo.com		
Doolittle	**Mark**	(248) 535-0632	10/24/2022	3/24/2026
1305 S. Bates St			Regular Member at large from a different geographical area of city	
Birmingham	48009			
		mark.j.doolittle@gmail.com		
Engelland	**Laura**	(248) 688-7556	10/28/2024	3/24/2027
390 Larchlea Drive			Regular Member	
Birmingham	48009			
		ljengelland@gmail.com		

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Hillberg 1853 Fairview Birmingham 48009	**Patrick**	(248)797-1804 *patrick_hillberg@hotmail.com*	10/24/2022 Regular Member	3/24/2027
Koul 662 Purdy #103 Birmingham 48009	**Z. Rosie**	(248) 420-0906 *zrosiekoul@att.net*	12/18/2023 Regular member-at-large from different geographical areas of the city	3/24/2028
VACATED	**10/27/2025**		Alternate	10/27/2028
Vacated	**2/25/2025**		Alternate	10/27/2028
VACATED	**3/24/2025**		Regular member at large/plan experience	3/24/2028
VACATED	**3/24/2025**		Urban planning /architecture /design	3/24/2028

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **MULTI-MODAL TRANSPORTATION BOARD** **Year:** **2025**

Members Required for Quorum: **4**

MEMBER NAME												Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS	**1/**	**2/6**	**3/6**	**4/3**	**5/1**	**6/5**	**7/3**	**8/7**	**9/4**	**11/6**	**12/4**			
Patrick Hillberg	CM	P										1	0	100%
Laura Engelland	CM	P										1	0	
Z. Rosie Koul	CM	P										1	0	100%
David Hocker	CM	P										1	0	100%
Tom Peard	CM	P										1	0	100%
Gordon Davies	CM	P										1	0	100%
Mark Doolittle	CM	P										1	0	100%
ALTERNATES														
Timothy Kennedy	CM	A										0	1	0%
VACANT												0	0	#DIV/0!
												0	0	#DIV/0!
												0	0	#DIV/0!
TOTAL	0	**7**	0	0	0	0		0	0	0				

KEY:

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

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: MULTI-MODAL TRANSPORTATION BOARD **Year:** 2024

Members Required for Quorum: 4

MEMBER NAME			SPECIAL MEETING				SPECIAL MEETING				SPECIAL MEETING			Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS	**1/4**	**2/1**	**2/15**	**3/7**	**4/4**	**5/2**	**5/16**	**6/6**	**8/1**	**9/5**	**10/10**	**11/7**	**12/5**			
Patrick Hillberg	CM	CM	P	A	P	P	P	CA	P	P	P	P	P	9	2	82%
VACANT	CM	CM												0	0	
Z. Rosie Koul	CM	CM	A	P	A	A	A	CA	A	P	A	P	A	3	8	27%
David Hocker	CM	CM	P	P	P	A	A	CA	A	P	P	A	P	6	5	55%
Tom Peard	CM	CM	A	P	P	P	P	CA	P	P	P	P	P	9	2	82%
Gordon Davies	CM	CM	P	P	P	P	P	CA	P	P	P	P	A	9	2	82%
Mark Doolittle	CM	CM	P	P	A	A	A	CA	P	P	P	P	P	7	4	64%
ALTERNATES																
Laura Engelland	CM	CM	NA	NA	NA	NA	NA	NA	P	P	P	P	P	5	0	100%
Timothy Kennedy	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	2	0	100%
Jack Lassen (Student)	NA	NA	NA	A	P	P	A	CA	A	A		P	A	3	6	33%
Owen Reibscheid (Student)	NA	NA	NA	P	P	P	A	CA	A	P		A	A	4	5	44%
TOTAL	0	0	**4**	**6**	**6**	**5**		0	**5**	**8**		**8**	**6**			

KEY:

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

Department Head Signature

ARTICLE II. - MULTI-MODAL TRANSPORTATION BOARD

Footnotes:
*--- (**2**) ---*
***Editor's note—** Ord. No. 2138, adopted February 10, 2014, amended article II in its entirety to read as herein set out. Formerly, article II pertained to the traffic and safety board, and derived from the Code of 1963, §§ 10.91—10.96.*

Sec. 110-26. - Composition.

(a) The multi-modal transportation board shall consist of nonvoting ex officio members and seven members appointed by the city commission. The nonvoting ex officio members shall be appointed by the city manager. They may include the city engineer, city planner, police chief, or their designated representative, or other representatives as the city manager deems appropriate. Insofar as possible, the city commission shall appoint members as follows:

(1) One pedestrian advocate member;

(2) One member with a mobility or vision impairment;

(3) One member with traffic-focused education and/or experience;

(4) One bicycle advocate member;

(5) One member with urban planning, architecture or design education and/or experience; and

(6) Two members at large living in different geographical areas of the city.

At least five board members shall be electors or property owners in the city. The remaining board members may or may not be electors or property owners in the city.

(b) The city commission may appoint two alternate members to serve as needed on the multi-modal transportation board during their term of appointment. An alternate member may be called on a rotating basis to sit as a regular member of the multi-modal transportation board in the absence of a regular member. An alternate member may also be called to service in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made. An alternate member shall have the same voting rights as a regular member of the multi-modal transportation board.

(Ord. No. 2138, 2-10-14; Ord. No. 2200, 9-12-16; Ord. No. 2203, 10-10-16)

Sec. 110-27. - Terms of members.

Initial members of the multi-modal transportation board shall serve for the following terms: two members shall be appointed for one-year terms, two members shall be appointed for two-year terms, and three members shall be appointed for three-year terms. Thereafter, all appointments, except to fill vacancies, shall be for a term of three years. All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office shall be for the unexpired term.

(Ord. No. 2138, 2-10-14)

Sec. 110-28. - Compensation.

All members of the multi-modal transportation board shall serve without compensation.

(Ord. No. 2138, 2-10-14)

Sec. 110-29. - Organization.

The multi-modal transportation board shall, from its appointed members, elect a chair who shall be the presiding officer of the board, and a vice-chair who shall serve in the absence of the chair. A secretary, who shall keep and maintain the proceedings of the board, shall be appointed by the board. The secretary need not be a member of the board. The terms of office for such officers shall be one year and until their successors have been elected. The ex officio members of the board may not act as the chair or vice-chair but may serve as secretary.

(Ord. No. 2138, 2-10-14)

Sec. 110-30. - Meetings and quorum.

The multi-modal transportation board shall hold meetings at such time and place as may be established by the board. Special meetings may be called by the secretary at the written request of the chair or any three members of the board on at least two days' notice. A quorum for the transaction of business at the regular and special meetings shall be four appointed members and at least one ex officio member or their designated representative.

(Ord. No. 2138, 2-10-14)

Sec. 110-31. - Scope of authority.

The multi-modal transportation board is a non-administrative board serving solely in an advisory capacity. In that capacity the board 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 multi-modal transportation board is not authorized to expend city funds.

(Ord. No. 2138, 2-10-14)

Sec. 110-32. - Purpose and duties.

The purpose of the multi-modal transportation board shall be to assist in maintaining the safe and efficient movement of motorized and non-motorized vehicles and pedestrians on the streets and walkways of the city and to advise the city commission on the implementation of the multi-modal transportation plan, including reviewing project phasing and budgeting. In furtherance of its purpose, the board shall endeavor to provide the following:

(1) Advice on the implementation of the city's multi-modal transportation plan to the city commission.

(2) Review of the multi-modal transportation plan to assure that it remains current with citywide multi-modal transportation movements and regional transportation plans and initiatives.

(3) An objective and technical multi-modal evaluation of plans for all road reconstruction and road resurfacing projects, sidewalk and pedestrian crossing projects, intersection or bridge projects, bicycle and transit facility improvement projects.

(4) An objective and technical evaluation of transportation issues brought to the attention of or identified by the board.

(5) An objective and technical evaluation of the transportation plan submitted for proposed development or redevelopment, as referred to the board by the planning board.

(6) An objective and technical multi-modal evaluation of site plans submitted for proposed development or redevelopment, as referred to the board by the planning board.

(7) An objective and technical multi-modal evaluation of any ordinance amendments related to transportation issues, as referred to the board by the planning board or city commission.

(8) The application of accepted transportation engineering practices, multi-modal transportation planning and complete streets practices and national standards, including those published by the American Association of State Highway and Transportation Officials, in solving and preventing transportation problems.

(9) Objective and technical recommendations regarding transportation engineering safety issues to the city commission.

(10) A forum for the voluntary coordination of groups interested in transportation issues.

(11) A forum to review and decide appeals of administrative decisions made by the police department on transportation-related regulatory requests under article VII of this chapter.

(Ord. No. 2138, 2-10-14)

Secs. 110-33—110-55. - Reserved.

Birmingham City Commission Minutes
April 7, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: https://vimeo.com/1073347734

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
MPT Baller
Commissioner Emerine
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Schafer

Absent: None

Staff: Assistant City Manager Fairbairn; City Clerk Bingham, City Planner Blizinski, Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis, City Attorney Kucharek, Police Captain Wald, Fire Chief Wells, Department of Public Services Director Zielinski

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

Announcements

Happy Birthday Commissioner Schafer

Appointments

04-060-25 Architectural Review Committee

Charles Heid was interviewed for the appointment.

MOTION: Motion by Long:
To appoint Charles Heid as a regular member to the Architectural Review Committee to serve a three-year term to expire April 11, 2028.

DRAFT

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

Nays, None

04-061-25 Cablecasting Board

Jim Cleary was interviewed for the appointment.

MOTION: Motion by Baller:
To appoint Jim Cleary to the Cablecasting Board as a regular member to serve a three year term to expire March 30, 2028.

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

Nays, None

CC Bingham swore in the appointees.

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

Kathleen Devereaux commented that the City should take action regarding a tree-related concern on Rivenoak.

David Bloom commented regarding other municipalities contributing to the 400 E. Lincoln project.

V. CONSENT AGENDA

04-062-25 Consent Agenda

MOTION: Motion by Haig, seconded by Long:
To approve the consent agenda except for Items A, F, and G.

ROLL CALL VOTE: Ayes, Commissioner Emerine
Commissioner Schafer
MPT Baller

DRAFT

Commissioner Host
Commissioner Haig
Mayor Longe
Commissioner Long

Nays, None

B. Resolution to approve the warrant list, including Automated Clearing House payments, dated March 27, 2025 in the amount of $1,057,918.42.

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 3, 2025 in the amount of $282,336.70.

D. Resolution to approve a special event permit as requested by the City of Birmingham Department of Public Services to hold the Pumpkin Patch event on October 25, 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.

E. Resolution to receive reimbursement from Oakland County for the purchased larvicide materials from Clarke Mosquito Control.

04-063-25 Meeting Minutes – March 24, 2025 (Item A)

Commissioners Emerine and Host pulled Item A, correcting one vote count and recalling a discussion point differently than the minutes showed, respectively.

Staff was asked to check the record regarding Commissioner Host's comment.

MOTION: Motion by Emerine, seconded by Host:
To motion to approve the City Commission regular meeting minutes of March 24, 2025 with corrections.

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

Nays, None

04-064-25 Change to Retiree Health Care Fund Investment Policy Statement

(Item F)

Mayor Longe pulled Item F and provided background information on the item.

DRAFT

Public Comment
Kristy Barrett supported securing the retiree health care funds and commented regarding other City expenditures.

MOTION: Motion by Longe, seconded by Long:
To amend the asset allocation table in the Retiree Health Care Fund Investment Policy Statement as recommended by the Retiree Health Care Investment Committee.

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

Nays, None

04-065-25 Bird Phase 1A Project, Contract #7-25(W) Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Sewer and Water Lateral Special Assessments District (SAD) (Item G)

Commissioner Long pulled Item G in order to highlight the public hearing for residents.

Commissioner comment was as follows:

- This project would focus only on water and sewer improvements, since Bird's surface is already improved.

MOTION: Motion by Long, seconded by Baller:
Move item G.

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

Nays, None

VI. CITY MANAGER'S REPORT

None.

VII. UNFINISHED BUSINESS

DRAFT

04-066-25 Capital Improvements Project – Willits Street from Chester/Maple to N. Old Woodward and Bates Street from Maple to Willits

CE Coatta, DPSD Zelinski, and Julie Kroll from Fleis and VandenBrink presented the item and answered informational questions from the Commission.

Commissioner comments were as follows:

- Conditions shown like the one in Exhibit A2 occur frequently throughout the City. It was not clear why that condition would be avoided in this circumstance.
- The Commission should decide whether it wants to retain the remaining portions of the ring road.
- If more traffic stoppages occurred in this area, it might deter cut-through traffic.
- Installing traffic lights and stop lights within 100 yards does not seem meaningfully different than installing a traffic light 100 yards from a roundabout or two traffic lights within 100 yards of each other.
- If stop signs are installed at Bates and Maple, it could disrupt nearby signal timing. If that occurred, it would lead to stopped vehicles on Maple. It could also negatively affect the pedestrian experience.
- The MMTB appropriately disqualified Exhibit A2 based on Ms. Kroll's recommendation.
- It may be worth considering a roundabout at this intersection.
- The driveway conflicts shown in exhibit A2 would be challenging for the residents of those properties.
- The Commission has avoided replicating this condition elsewhere.
- This area should be kept aesthetically pleasing. Grass should be planted and monitored by DPS, and input from the adjacent residents should be sought.
- Increasing the leading pedestrian interval at this intersection could be explored.

MOTION: Motion by Long, seconded by Emerine:
To approve the proposed design for the Willits and Bates Project by converting Bates Street from Maple to Willits down to 2 lanes (Conceptual Recommendation C), to approve that the intersection of Willits and Chester to be designed to remove the current island as indicated in Exhibit A, bump outs to be installed at the intersection of Willits and Bates as shown in Exhibit B and have F&V review if the pedestrian crossing time can be extended further, and to install a bump out at the southeast corner of Willits and Bates intersection with a mountable curb as shown in Exhibit D.

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

Nays, None

VIII. NEW BUSINESS

DRAFT

04-067-25 Public Hearing of Necessity - Wimbleton Phase 1 Project, Contract #6-25(W) Sewer and Water Lateral Special Assessment District (SAD)

Mayor Longe opened the public hearing at 8:22 p.m.

CE Coatta and FC Wells presented the item and staff answered informational questions from the public.

Sally Swift commented that it was inconvenient for her property to be included in two different phases of the project.

Rick Brodsky commented that he did not challenge the necessity of updating the water and sewer laterals and that he was preserving his right to protest these costs as part of the broader assessment.

Chris Woodlake commented that he was preserving his right to protest, citing concerns about the cost estimate for his home.

Tim Bradley, Jack McInerney, Danny Hill, Sean Vaughn, BethAnn Michel, Cliff Rager, Travis Bouchard, Dan Roovers, Sue Hornung, and Jeff Fairless preserved their rights to protest.

Rita Rossi was in attendance online but did not speak when offered the opportunity. Rick Brodsky noted that she may have been intending to reserve her right to protest, and that she may have encountered technical difficulties in doing so.

Mr. Roovers confirmed he spoke with Ms. Rossi while she was experiencing technical difficulties and that she did intend to reserve her right to protest.

The Mayor closed the public hearing at 8:50 p.m.

Commissioners raised the following points discussion:

- The City will fund the replacement of the mains due to health, safety, and welfare concerns. The residents will then contribute via this special assessment district to replace their laterals.
- The City provided cost estimates for the lateral replacements at an August 2024 neighborhood meeting. The more recently updated estimates are about ⅔ greater than the original estimates.
- Residents may be able to hire a contractor during this project to update the water and sewer lines on their private properties.
- Interested residents could either hire a contractor together, which could lower costs, or could each hire a contractor individually.
- Performing private water and sewer lateral repairs during a municipal water and sewer lateral replacement project tends to also lower costs for residents. Social media can provide residents with reviews for potential contractors.
- Staff earned thanks for the breadth of information in the presentation.
- This project would help meaningfully improve parts of the City's water and sewer infrastructure.

DRAFT

- While this project will separate some of the combined system into two separate storm and sanitary systems, future projects will continue that work further. This is part of the City's goals for its infrastructure.
- Because the project was divided into two phases, one property had to be selected as the stopping point for the first phase and the beginning point for the second phase.
- Experiencing construction on one's street is not so inconvenient. The contractors are very accommodating and put in effort to control dust and other potential environmental impacts. The contractors also provide a driveable approach into each driveway during construction.

MOTION: Motion by Long, seconded by Host:
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 replacing sewer services 50 years of age or older or constructed of material that is not acceptable for City standards and replacing water services that are 60 years or older or less than 1 inch in diameter on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end; and

WHEREAS, The City has previously established a policy requiring replacement of sewer services 50 years of age or older or constructed of materials that are not acceptable for City standards and water services less than 1 inch in diameter and the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission, after the public hearing, has determined that the Wimbleton Phase 1 Project, the replacement of sewer services that are 50 years of age or older or of material that is not acceptable for City standards, the replacement of water services that are 60 years or older or less than 1 inch in diameter, is a necessity and is in the best interest of the City; and

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

WHEREAS, Formal bids have been received and the actual cost of sewer service and water service replacement has been determined; and

WHEREAS, The City Engineer has determined the boundaries of sewer service lateral and water service laterals located within the limits of the following streets shall be installed as part of the Wimbleton Phase 1 Project (Contract #6-25(W)):

Wimbleton Drive - Woodward Ave. to Oxford Road
Abbey Street - Wimbleton south to the dead end
Twin Oaks - Wimbleton north to the dead end

DRAFT

WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for replacing the lateral service that is 50 years of age or older or constructed of materials that are not acceptable and water service that is 60 years of age or older or less than 1 inch in diameter within the public right-of-way between the utility and the property line (calculated at the rate of $100.00 per foot of 6" diameter sewer service pipe, $90.00 per foot of 1-inch water service pipe).

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 and 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 of Confirmation on April 21, 2025 and give notice of same.

The sidwell numbers, street addresses, estimated sewer and water SAD costs are set forth on pages four and five of 8A of the packet.

Commissioner Schafer noted that residents sometimes express concerns about infrastructure improvements. She drew attention to this project as a meaningful investment in improving the City's infrastructure and its health, safety, and welfare.

Commissioner Long noted that replacing the water laterals would allow the Fire Department adequate water to combat fires in residents' homes.

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

Nays, None

04-068-25 Public Hearing of Necessity - Wimbleton Phase 1 Project, Contract #6-25(W) Wimbleton Phase 1 Project for Paving Special Assessment District (SAD)

Mayor Longe opened the public hearing at 9:25 p.m.

CE Coatta presented the item and staff answered informational questions from the public.

Mr. Hill commented regarding the cost increase from the August 2024 cost estimates to the present cost estimates, and regarding other residents' abilities to reserve their rights to protest.

Mr. Bradley commented regarding the cost increase and the 400 E. Lincoln project, and supported changes to this project and in the City's project bidding process.

Mr. Brodsky opposed finding this project necessary, and commented regarding the cost increase, his personal costs from the project, removing curbs and gutters from the project, and rebidding the capeseal.

Mr. Woodlake commented regarding the sidewalk shape, opposed finding this project necessary, and supported changes in the City's project bidding process.

Ms. Michel opposed finding this project necessary.

Mr. Rager commented regarding the cost increase, his appreciation for the City's work on this project, opposed finding this project necessary, and supported changes in the City's project bidding process.

Danny Seidman commented regarding prior capesealing on Wimbleton and the need for safety protocols on Wimbleton.

Josie Connolly and Messrs. Roovers and Fairless commented regarding vehicular speeds, traffic, and safety on Wimbleton.

Mr. McInerney commented regarding road design in the project and speeds on Wimbleton.

Mr. Roovers supported improving the water and sewer laterals in general and supported changes in the City's project bidding process.

Pieter Kriel and Messrs. Vaughn, Fairless, Woodlake, Brodsky, Seidman, Hill, Bradley, Roovers, and Rager reserved their rights to protest.

The Mayor closed the public hearing at 10:15 p.m.

Staff answered informational questions from the Commission.

Commissioner raised the following points during discussion:

- It might be worthwhile to see if the contractor for the project on Adams would be interested in submitting a combined lower bid that would include this project.
- It might be possible to delay this project to next year and to reconstruct all of Wimbleton at once. A lot of the present road design could be replicated for the rest of Wimbleton.
- If parts of this project were postponed to the next fiscal year, the hope would be that the economy of scale would offset the possible price increases of the materials and labor, which is impossible to predict.
- Even if much of the road design could be replicated between E. and W. Wimbleton, the topographical survey and the specifics of the road design would still likely take at least 3 months.
- This project was announced by the City approximately three years ago. Residents should be aware that these projects are planned well in advance, and that there are ways to remain informed.
- The City should:

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    - Explore how costs would change if curbs were excluded or if only capesealing were performed.
    - Consider paying for the overage between the August 2024 estimate and the present estimate.
    - Be able to provide residents with more accurate cost information earlier on in these project processes.
- The City did not refuse to pursue an informed bid estimate in August 2024. It was not possible to get a bid estimate while complying with the City's bidding process.
- Capital project costs and funding splits concern many residents.
- The Commission should not be managing the details of these processes.
- The reason why the Commission had previously decided on capeseal and curbs is because the curbs hold the capeseal together. If only capeseal is used, the road will need to be redone sooner.
- The water laterals in this area remain a safety concern.
- Prices for many goods and services have gone up nationally due to present federal actions and economic conditions. It is important to remember that construction projects are impacted by these actions and conditions as well.

MOTION: Motion by Haig, seconded by Host:
To postpone to a date certain the hearing of necessity on the Wimbleton phase one project, contract #6-25(W), to the date certain of April 21, 2025, and further to postpone the hearing on the confirmation of the roll to the date certain of May 5, 2025, and further to direct the Engineering Department to go to the three bidders to inform them of the potential of the decreased scope of work, and to request bids for that decreased scope of work – capeseal only, no curbs.

Commissioner comment on the motion was as follows:
- The last part of the motion should be removed so that the administration can proceed as it deems appropriate.
- Alternatively, it is appropriate for the Commission to direct the administration as to its desired scope of work. The Commission approved the previous scope of work, and so it is appropriate for it to make that change.

Public Comment
Informational questions from Ms. Michel and Messrs. Roovers and Brodsky were answered.

Mr. Brodsky thanked the Commission and supported all of Wimbleton being completed as one project in order to benefit from economies of scale.

Mr. Bradley thanked the Commission, supported exploring capeseal only, and supported bidding out larger projects at once.

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

Nays, MPT Baller

04-069-25 N Adams Road Resurfacing, Contract #12-24(P) Contract Award

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

Commissioners raised the following points during discussion:

- This project may encounter challenges being completed.

MOTION: Motion by Baller, seconded by Longe:
Resolution to award the N Adams Road Resurfacing Project Contract #12-24(P) to DiPonio Contracting LLC in the amount of $2,289,787.75 plus a 10% construction contingency for a total of $2,518,766.53. In addition, to authorize the Mayor and Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by DiPonio Contracting LLC. Funding for this project has been budgeted in the following in the following years:

FY 2024/2025

Fund Account	Fund ID Number	Project Award	10% Contingencies	Total
Major Street Fund	202.0-449.001-981.0100	$1,265,373.75	$126,537.38	$1,391,911.13
Sewer Fund	590.0-537.000-981.0100	$422,683.00	$42,268.30	$464,951.30
Water Fund	591.0-544.000-981.0100	$601,731.00	$60,173.10	$661,904.10

AND

Make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2024/2025 budget as follows:

<u>Major Street Fund:</u>
Revenues:

Draw from Fund Balance	202.0-000.000-400.0000	$471,700

Expenditures:

Public Improvement	202.0-449.001-981.0100	$471,700

<u>Sewer Fund:</u>
Revenues:

Draw from Net Position	590.0-000.000-400.0000	$259,230

Expenditures:

Public Improvements	590.0-537.000-981.0100	$259,230

<u>Water Fund:</u>

Revenues:		
Draw from Net Position	591.0-000.000-400.0000	$282,310
Expenditures:		
Public Improvement	591.0-544.000-981.0100	$282,310

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

Nays, None

04-070-25 Shirley & Arlington Speed Mitigation Study

PD Dupuis presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- Conducting resident input sessions on this project would be worthwhile.
- The MMTB recommended option two to address pedestrian safety. This option could improve safety, cue drivers to further slow their speeds, and keep costs for the project low.
- Option two could be a good way to start addressing pedestrian safety, given that the streets are 33 feet wide and do not have sidewalks.
- It was a realistic assessment on the MMTB's part that residents in the area likely would not want permanent fixtures in the road or a prohibition of on-street parking.
- Option seven might also be worthwhile. Speed humps in some neighboring municipalities have had some benefits.
- Data reviewed by the MMTB determined that there was no issue with speed in this area. Speed humps would not address the pedestrian safety issue as effectively.
- Some residents on Arlington and Shirley report speed concerns.
- More than one approach for increasing safety and decreasing speeds should be implemented.
- It would have been pleasant to see more creative options, such as an island a short distance from the curb that could provide pedestrian space.

MOTION: Motion by Host, seconded by Long:
To take the MMTB presentation to the neighborhood.

Commissioner comments on the motion were as follows:

- The neighbors should be presented with all options.
- Principles of basic traffic calming and pedestrian safety should be part of the conversation with the neighbors.

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Public Comment
Stuart Borman commented that he did not perceive speeding issues on Arlington and Shirley, that there would be other ways of addressing speeding issues, that paint would not be aesthetically pleasing, and that areas of rough road surface remained on Arlington and Shirley.

Paul DeLaRosa supported measures that would further reduce speeds on Arlington and Shirley.

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

Nays, None

Aging in Place Citywide Action Plan

ACM Clemence presented the item and answered informational questions from the Commission.

Commissioners raised the following points during discussion:

- It would be beneficial to review this item at a workshop in order to encourage more resident participation and to allow for a further Commission review.
- ACM Clemence earned commendation for the report.

Commission Items for Future Discussion

04-071-25 Birmingham Community and Senior Center

MOTION: Motion by Host, seconded by Baller:
Birmingham Community and Senior Center: is this the name that we should be using for the YMCA site, is a question I think we ought to discuss.

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

Nays, None

04-072-25 Birmingham Community and Senior Center Expenditures

MOTION: Motion by Host, seconded by Baller:
To know how much money we are spending on the process.

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

Nays, None

04-073-25 Unimproved Roads

MOTION: Motion by Host, seconded by Haig:
I think we should have a workshop on the unimproved roads and the infrastructure, and during that workshop we should be talking and brainstorming.

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

Nays, None

04-074-25 Community Priorities

MOTION: Motion by Haig, seconded by Haig:
To have a discussion of looking at community priorities.

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

Nays, None

Commission Discussion On Items From A Prior Meeting

IV. REMOVED FROM CONSENT AGENDA

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X. COMMUNICATIONS

A. Communications regarding the Birmingham Community and Senior Center

XI. REPORTS

A. Commissioner Reports
B. Commissioner Comments

The Commission gave direction for GovAlert submission topics to be included in the City Manager's report. Staff was asked to think of other ways to aggregate and present data on resident topics of concern.

Commissioner Baller asked staff to provide a one page report on the call frequency regarding unimproved roads.

Commissioners Baller and Haig supported further discussion of a contingency plan regarding the 400 E. Lincoln project given present federal actions and resulting economic conditions.

Commissioner Host noted that when the City sent out a letter to all residents regarding lead pipes, the communication was so thorough no calls were received.

C. Advisory Boards, Committees, Commissions' Reports and Agendas
D. Legislation
E. City Staff
    1. Pesticides

The Mayor noted staff's success in using more sustainable methods and commended DPSD Zielinski.

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 12:04 a.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

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City of Birmingham
Warrant List Dated 04/10/2025

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
303011		BDREFUND	5K CONCRETE	100.00
303012		009346	ACCUFORM PRINTING & GRAPHICS, INC	4,494.00
303013	*	MISC	ADAM REDMOND	723.43
303014	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
303015	*	008015	ALL PHASE LOCK AND SAFE	50.00
303016		000167	ANDERSON ECKSTEIN WESTRICK INC	9,502.10
303017	*	003270	BEARING SERVICE	210.13
303018		002231	BILLINGS LAWN EQUIPMENT INC.	302.98
303019		MISC	BRANDON TOWNSHIP PUBLIC LIBRARY	15.95
303020	*	009788	BUREAU DETROIT	4,750.00
303021	*	MISC	CAMERON CALISTA	185.00
303022	*	003904	CAPITAL ONE BANK	12,194.63
303023		007732	CAPITAL TIRE, INC.	401.16
303024		008959	CASS COLLISION CLAWSON, INC	8,575.96
303025	*	008540	CERTIFIED LABORATORIES	501.95
303026	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	25.29
303027		008395	DAVID BORNEMAN LLC	6,495.00
303028		000233	DEAN SELLERS	1,964.09
303029		000575	DEMCO, INC	285.00
303030	*	000179	DTE ENERGY	74.60
303031	*	000179	DTE ENERGY	19.84
303032	*	000179	DTE ENERGY	141.67
303033		008139	ENVISIONWARE INC.	759.86
303034		001495	ETNA SUPPLY	2,310.00
303035		BDREFUND	FHS BIRMINGHAM LLC	1,000.00
303036		BDREFUND	FORCE BUILDING CO	2,400.00
303037		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	200.00
303038		BDREFUND	GEORGE NESTOR	200.00
303039	*	005347	GMIS INTERNATIONAL	450.00
303040	*	007458	HERITAGE - CRYSTAL CLEAN, LLC	2,675.53
303041	*	001956	HOME DEPOT CREDIT SERVICES	890.37
303042	*	009259	IHEART MEDIA	5,355.01
303043	*	009551	INTERMEDIA. NET INC	787.61
303044		BDREFUND	JAGIR CUSTOM HOMES	200.00
303045		BDREFUND	JDC BUILDERS	200.00
303046		BDREFUND	JOSWICK, MATTHEW	500.00
303047	*	009931	KEEP IT REAL SOCIAL LLC	3,500.00
303048		000353	KNAPHEIDE TRUCK EQUIPMENT	1,251.04
303049	*	002659	CHRISTOPHER KOCH	282.96
303050	*	010035	KRIL ENTERPRISES, INC.	536.50
303051		BDREFUND	KURTIS KITCHEN & BATH CENTERS	200.00
303052	*	009626	MICHELLE FRANCIS	70.00

City of Birmingham
Warrant List Dated 04/10/2025

Check Number	Early Release	Vendor #	Vendor	Amount
303053		009375	LITHIA MOTORS, INC SUPPORT SERVICES	248.14
303054		007910	MACALLISTER RENTALS	1,382.30
303055		001669	MACP	100.00
303056	*	000369	MCMI	1,637.00
303057	*	009888	MEGAN BECK	449.50
303058	*	009681	MICHAEL KUHN & ASSOCIATES	4,175.00
303059		001660	MICHIGAN CAT	838.87
303060	*	002459	MICHIGAN PARKING ASSOCIATION	250.00
303061	*	007051	STATE OF MICHIGAN	320.00
303062		009630	MIDWAY CLEANING CO, LLC	800.00
303063		BDREFUND	N.C. CEMENT	100.00
303064	*	010015	NEUMANN/SMITH ARCHITECTURE	68,236.10
303065	*	001174	OAKLAND CO MEDICAL CONTROL AUTH.	75.00
303066	*	009478	ODP BUSINESS SOLUTIONS, LLC	270.92
303067		003881	ORKIN PEST CONTROL	2,640.00
303068	*	009827	PARKER TECHNOLOGY, LLC	3,379.07
303069	*	009835	PATRICK BRZOZOWSKI	108.89
303070	*	008323	JOHN PETERS	200.00
303071	*	001883	PIONEER DOOR COMPANY INC	1,575.00
303072		009612	PLAYAWAY PRODUCTS LLC	247.46
303073		009951	PRINTMASTERS	169.05
303074	*	001314	REDFORD TWP UNICYCLE CLUB INC	400.00
303075		008852	REDGUARD FIRE & SECURITY INC	300.00
303076		BDREFUND	ROMANA CONSTRUCTION INC	100.00
303077	*	MISC	ROSS LEIBOLD	185.00
303078	*	002806	SAM'S CLUB/SYNCHRONY BANK	68.95
303079	*	006590	SECURE DOOR, LLC	472.50
303080	*	SADREFUND	SHARER WEST MAPLE PROPERTIES LLC	2,379.49
303081	*	009009	SIGNATURE CLEANING LLC	4,937.99
303082		BDREFUND	SOLOMON, BARRY A	100.00
303083		004544	STRYKER SALES CORPORATION	8,318.70
303084	*	008287	SUNBELT RENTALS INC	500.00
303085	*	007408	T-MOBILE	777.67
303086		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	300.00
303087		BDREFUND	THREE C'S LANDSCAPING	100.00
303088	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	1,860.00
303089	*	010021	UNIQUE PONY RIDES	50.00
303090	*	001279	US FIGURE SKATING ASSOC.	52.50
303091	*	000158	VERIZON WIRELESS	49.24
303092	*	000158	VERIZON WIRELESS	295.44
303093	*	000158	VERIZON WIRELESS	103.87
303094	*	000158	VERIZON WIRELESS	76.02
303095		BDREFUND	WALLSIDE INC	500.00

City of Birmingham
Warrant List Dated 04/10/2025

Check Number	Early Release	Vendor #	Vendor	Amount
303096	*	009976	WEBLINX, INC.	4,995.00
303097		BDREFUND	WILLETT, CLARE MARIE	5,000.00
			SUBTOTAL PAPER CHECK	$194,485.42
ACH TRANSACTION				
12999	*	009576	ARAMARK REFRESHMENT SERVICES	284.72
13000	*	000517	BEIER HOWLETT P.C.	247.50
13001	*	000517	BEIER HOWLETT PC	46,614.21
13002	*	007345	BEVERLY HILLS ACE	13.35
13003	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	102.96
13004	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
13005		007875	CANFIELD EQUIPMENT SERVICE INC.	1,400.00
13006	*	009122	CLAIRE CHUNG	339.25
13007		000605	CINTAS CORPORATION	259.45
13008	*	000605	CINTAS CORPORATION	204.34
13009		002234	CMP DISTRIBUTORS INC	2,499.00
13010		001750	COMERICA BANK	1,378.75
13010		001750	COMERICA BANK	299,286.93
13011		003176	COMERICA BANK - RHC	842.25
13011		003176	COMERICA BANK - RHC	101,230.18
13012		002668	CONTRACTORS CLOTHING CO	146.77
13013		001367	CONTRACTORS CONNECTION INC	1,673.10
13014	*	009557	ZECO, LLC	550.00
13015	*	001077	DUNCAN PARKING TECH INC	7,642.35
13016	*	007538	EGANIX, INC.	960.00
13017		000196	EJ USA, INC.	2,024.04
13018	*	009998	EMME KRAMER	692.00
13019	*	009250	ERIKA BASSETT	286.19
13020		009916	FASTFIELD, INC.	83.95
13021	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	287.95
13022	*	009387	FRAIBERG & PERNIE PLLC	7,088.54
13023	*	000243	GRAINGER	625.90
13024		000948	HYDROCORP	1,429.00
13025	*	008851	INSIGHT INVESTMENT	8,130.91
13026		000261	J.H. HART URBAN FORESTRY	29,365.24
13027	*	009482	JAMIL KIM	1,720.00
13028		009249	JCC CREATIVE LLC	200.00
13029	*	009559	JENETTE MAITZ	1,963.75
13030	*	003458	JOE'S AUTO PARTS, INC.	234.18
13031	*	009900	KRAMER MANAGEMENT GROUP, INC.	19,000.00
13032	*	005876	KROPF MECHANICAL SERVICE COMPANY	288.50
13033	*	003404	LADUKE ROOF.& SHT.METAL CORP	1,045.50
13034	*	005550	LEE & ASSOCIATES CO., INC.	3,176.28
13035	*	009242	MILES PARTNERSHIP LLLP	1,505.00

City of Birmingham
Warrant List Dated 04/10/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13036		007755	NETWORK SERVICES COMPANY	1,403.40
13037	*	009276	NEWTONS SOLUTIONS LLC	1,850.00
13038	*	007856	NEXT	31,658.00
13039	*	009706	NORTHSTAR MAT SERVICE	444.82
13040	*	006359	NYE UNIFORM COMPANY	729.00
13041		009762	RACHEL MATTI	31.95
13042	*	000478	ROAD COMM FOR OAKLAND CO	1,497.72
13043	*	001181	ROSE PEST SOLUTIONS	90.00
13044		000254	SOCRRA	88,506.00
13045	*	001097	SOCWA	157,643.98
13046		000273	TERMINAL SUPPLY CO.	117.99
13047	*	009266	US SIGNAL COMPANY LLC	5,076.44
13048	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,849.16
			SUBTOTAL ACH TRANSACTION	$835,839.00
			GRAND TOTAL	$1,030,324.42

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

Mary Chavez
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 04/17/2025

Meeting of 04/21/2025

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
303098	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,512.00
303099	*	005430	21ST CENTURY MEDIA- MICHIGAN	169.50
303100	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,065.25
303101	*	005430	21ST CENTURY MEDIA- MICHIGAN	996.25
303102	*	005430	21ST CENTURY MEDIA- MICHIGAN	399.50
303103		009699	ADVANCED VETERINARY MEDICAL CENTER	192.00
303104		004279	AJAX MATERIALS CORPORATION	6,648.75
303105		009202	AQUARIUM DESIGN INC	240.00
303106	*	006759	AT&T	52.13
303107		005590	AXON ENTERPRISE, INC.	229.00
303108		000843	BAKER & TAYLOR BOOKS	569.42
303109		002231	BILLINGS LAWN EQUIPMENT INC.	529.99
303110		008355	BIRMINGHAM PUBLIC SCHOOLS	205.00
303111		004244	BOLYARD LUMBER	18.40
303112		003526	BOUND TREE MEDICAL, LLC	2,593.44
303113	*	006966	BRIDGESTONE GOLF, INC	396.26
303114	*	006953	JACQUELYN BRITO	103.52
303115	*	008385	CALLAWAY GOLF	27.00
303116		007732	CAPITAL TIRE, INC.	720.00
303117	*	009985	CED TECHNOLOGIES INTERNATIONAL INC	2,583.00
303118		008540	CERTIFIED LABORATORIES	1,005.45
303119	*	MISC	CLINTON VALLEY PRODUCTS	1,980.00
303120		000233	DEAN SELLERS	1,101.88
303121	*	000179	DTE ENERGY	278.66
303122	*	000179	DTE ENERGY	414.43
303123	*	000179	DTE ENERGY	17.76
303124	*	000179	DTE ENERGY	902.10
303125	*	000179	DTE ENERGY	2,643.96
303126	*	000179	DTE ENERGY	93.89
303127	*	000179	DTE ENERGY	131.10
303128	*	000179	DTE ENERGY	2,378.97
303129	*	000179	DTE ENERGY	126.28
303130	*	000179	DTE ENERGY	211.99
303131	*	000179	DTE ENERGY	58.12
303132	*	000179	DTE ENERGY	44.80
303133	*	000179	DTE ENERGY	21.20
303134	*	000180	DTE ENERGY	54,881.31
303135	*	000274	E-Z-GO DIVISION OF TEXTRON INC	8,556.41
303136		000493	ED RINKE CHEVROLET BUICK GMC	547.88
303137		004493	ELITE IMAGING SYSTEMS, INC	1,446.59
303138	*	008970	ENCODEPLUS, LLC	44.00
303139		001495	ETNA SUPPLY	2,405.00

City of Birmingham
Warrant List Dated 04/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
303140		006737	FOREMOST PROMOTIONS	766.40
303141	*	MISC	FROG FIRE SERVICE TRAINING LLC	175.00
303142	*	001233	GCSAA	150.00
303143	*	004604	GORDON FOOD	679.10
303144		000249	GA BUSINESS PURCHASER LLC	324.64
303145	*	000726	GUARDIAN ALARM	250.00
303146		BDREFUND	HADLEY CONSTRUCTION	200.00
303147	*	001956	HOME DEPOT CREDIT SERVICES	1,492.94
303148		009910	IDI	145.00
303149		001090	INGRAM LIBRARY SERVICES	9,213.29
303150		001090	INGRAM LIBRARY SERVICES	4,192.76
303151		005291	KAESER & BLAIR INC	1,598.29
303152	*	000362	KROGER COMPANY	48.96
303153		009375	LITHIA MOTORS, INC SUPPORT SERVICES	286.79
303154		BDREFUND	LYNCH CUSTOM HOMES	2,500.00
303155		000972	MCKESSON MEDICAL-SURGICAL	1,451.11
303155	*	000972	MCKESSON MEDICAL-SURGICAL	1,450.00
303156	*	007479	MICHIGAN BREAD BAKERY	92.80
303157		000639	MICHIGAN LIBRARY ASSN	150.00
303158	*	000649	MML WORKERS' COMP FUND	11,930.00
303159	*	001686	OAKLAND CO CLERKS ASSOC	105.00
303160	*	000477	OAKLAND COUNTY	537,714.17
303161	*	000477	OAKLAND COUNTY	976.21
303162	*	000919	OAKLAND COUNTY TREASURER	26.85
303163	*	004370	OCCUPATIONAL HEALTH CENTERS	1,269.00
303164	*	009478	ODP BUSINESS SOLUTIONS, LLC	315.45
303165		006785	OVERDRIVE, INC.	13,894.15
303166	*	MISC	PAUL DALLAS	43.68
303167	*	000801	POSTMASTER	350.00
303168	*	000801	POSTMASTER	350.00
303169		009614	PROGRESSIVE PLUMBING SUPPLY CO	27.87
303170	*	005379	RED WING BUSINESS ADVANTAGE ACCT	1,677.49
303171	*	001314	REDFORD TWP UNICYCLE CLUB INC	400.00
303172		002675	RESERVE ACCOUNT	5,000.00
303173	*	009601	SCNS INC	199.38
303174	*	002087	SEMCOG	3,454.00
303175	*	007142	SHERWIN-WILLIAMS COMPANY	188.82
303176		000260	SPARTAN DISTRIBUTORS INC	433.22
303177		006783	STATE OF MICHIGAN	30.00
303178		010037	TACMED SOLUTIONS,LLC	2,496.54
303179	*	000286	TARGET SPECIALTY PRODUCTS	795.00
303180	*	001076	TAYLOR FREEZER OF MICH INC	325.00
303181	*	010036	TAYLORED EVENTS	765.00

City of Birmingham
Warrant List Dated 04/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
303182	*	007695	TEAM GOLF	626.42
303183		000275	TIRE WHOLESALERS CO INC	131.22
303184		BDREFUND	TITTLE BROTHERS CONSTRUCTION LLC	200.00
303185	*	MISC	TRAF-SYS, INC	240.00
303186	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	5,437.00
303187	*	004379	TURNER SANITATION, INC	290.00
303188		008632	TURNOUT RENTAL	181.50
303189	*	008941	UPTOWN MARKET OF BIRMINGHAM	82.75
303190	*	009863	US BANK EQUIPMENT FINANCE	69.93
303191	*	001279	US FIGURE SKATING ASSOC.	70.00
303192	*	000158	VERIZON WIRELESS	149.79
303193	*	000158	VERIZON WIRELESS	1,194.51
303194	*	000158	VERIZON WIRELESS	152.10
303195		000299	WEINGARTZ SUPPLY CO.	231.97
303196		005112	WOLVERINE	176.82
			SUBTOTAL PAPER CHECK	$715,710.11
ACH TRANSACTION				
13054		003708	AIRGAS USA, LLC	444.10
13055	*	009095	STEVEN BONORA	2.41
13056	*	008983	BRENNA SANDLES	532.00
13057		007875	CANFIELD EQUIPMENT SERVICE INC.	1,110.75
13058		009326	CAPFINANCIAL PARTNERS, LLC	23,175.00
13059	*	009122	CLAIRE CHUNG	534.75
13060		000605	CINTAS CORPORATION	455.59
13061	*	000605	CINTAS CORPORATION	163.42
13062		000605	CINTAS CORPORATION	45.04
13063	*	000605	CINTAS CORPORATION	77.52
13064		000605	CINTAS CORPORATION	387.19
13065	*	008044	CLUB PROPHET	869.00
13066		002234	CMP DISTRIBUTORS INC	1,186.50
13067		009840	THOMAS S. KLISE COMPANY, INC	727.26
13068		009873	D/A CENTRAL INC.	4,753.59
13069	*	009557	ZECO, LLC	330.00
13070	*	003825	DEERE ELECTRIC INC	538.00
13071	*	000565	DORNBOS SIGN & SAFETY INC	131.20
13072	*	000995	EQUATURE	1,314.14
13073		000217	FOUR SEASON RADIATOR SERVICE INC	2,404.10
13074	*	000243	GRAINGER	114.00
13075	*	001672	HAYES PRECISION INC	90.00
13076	*	008378	THE HUNTINGTON NATIONAL BANK	500.00
13077		000261	J.H. HART URBAN FORESTRY	51,533.89
13078	*	009298	JCR SUPPLY INC	226.30
13079	*	003458	JOE'S AUTO PARTS, INC.	790.47

Meeting of 04/21/2025

City of Birmingham
Warrant List Dated 04/17/2025

Check Number	Early Release	Vendor #	Vendor	Amount
13080	*	000891	KELLER THOMA	288.75
13081	*	004085	KONE INC	2,086.45
13082	*	003404	LADUKE ROOF.& SHT.METAL CORP	4,810.50
13083	*	003527	LOWER HURON SUPPLY CO INC	509.89
13084		009663	MACQUEEN EQUIPMENT, LLC	1,903.40
13085		007146	MIDSTATES RECREATION	697.48
13086	*	001035	MUNICIPAL EMERGENCY SERVICES INC	1,852.41
13087	*	001194	NELSON BROTHERS SEWER	183.00
13088	*	002767	OSCAR W. LARSON CO.	1,362.50
13089	*	001753	PEPSI COLA	373.01
13090	*	009820	PLUNKETT COONEY	320.90
13091	*	001181	ROSE PEST SOLUTIONS	113.00
13092	*	000969	VIGILANTE SECURITY INC	289.87
			SUBTOTAL ACH TRANSACTION	$107,227.38
			GRAND TOTAL	$822,937.49

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



Mary Chavez
Finance Director/ Treasurer

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

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: April 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Next Level Summer Performance

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INTRODUCTION:
The Next Level Dance Center has submitted a special event application to hold the Next Level Summer Performance event on August 10, 2025. The event begins at 11:00 a.m. and concludes at 1:00 p.m. Set up for the event is scheduled for August 10, 2025 starting at 9:30 a.m. and teardown is scheduled from 1:00 p.m. until 1:30 p.m.

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

The Next Level Summer Performance is a fun, exciting "recital" event showcasing what the Next Level Dance Center dancers have learned during their 5-week Summer Performance Program dance classes. Dancers range in age from 3 years old to 12 years old, performing styles including ballet, tap, hip hop, and jazz. Family and kid friendly music will be used for the performance. The Birmingham community will be welcome and encouraged to watch and enjoy the performance.

The following events occur in August in Birmingham and do not pose a conflict for this event:

Farmers Market	5/4/25 – 10/25/25	Lot 6
In the Park Concerts	6/28/25 – 8/27/25	Shain Park
Movie Nights	6/6/25 – 9/5/25	Booth Park
Cruise Event	08/16/25	Old Woodward

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 the applicant.

SUSTAINABILITY:
There were no sustainability considerations for this event.

DESIGN CONSIDERATIONS:
There were no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Next Level Dance Center notified residents and businesses about the details of this event by letter mailed at least two weeks prior to the City 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 Next Level Summer Performance event to be held August 10, 2025 from 11:00 a.m. to 1:00 p.m., with set up for the event scheduled for 9:30 a.m. and teardown from 1:00 p.m. until 1:30 p.m.

ATTACHMENTS:

- Special Event Application
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated April 7, 2025. Notification addresses are on file in the Clerk's Office
- 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 the Next Level Dance Center to hold the Next Level Summer Performance event on August 10, 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.

RECEIVED
MAY 1 2025
PM
CLERK'S OFFICE

BIRMINGHAM
A WALKABLE CITY

25-00012883

151 Martin Street, P.O. Box 3001
Birmingham, MI 48012
248/530-1880 PHONE
248/530-1080 FAX

APPLICATION FOR SPECIAL EVENT PERMIT
PARKS AND PUBLIC SPACES

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 Community Development 248-530-1850 (Tent Permit) Engineering 248-530-1840 (Obstruction Permit) DPS 248-530-1700 (Hydrant Permit)	• **All permits must be obtained** • **All permit fees must be paid** • **Insurance certificates must be submitted and approved** • **All peddler/vendors applications must be submitted for approval**

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**
ANNUAL APPLICATION FEE: **$165.00**

***Additional fees may apply for: police, public services, fire, permits, etc.**

(Please print clearly or type)

Date of Application 3/11/25

Name of Event Next Level Summer Performance

Detailed Description of Event (attach additional sheet if necessary)

A fun, exciting 'recital' event showcasing what the Next Level Dance Center dancers have learned during their 5-week Summer Performance Program dance classes.

Dancers range in age from 3 yrs old to 12 yrs old, performing styles including ballet, tap, hip hop, and jazz. Family and kid friendly music will be used for the performance.

Audience member will be made up of family members, friends, and the Next Level dance family. The Birmingham community will be welcome and encouraged to watch and enjoy the performance!

Location Shain Park band shell

Date(s) of Event Sunday, August 10, 2025 Hours of Event 11:00am - 1:00pm

Date(s) of Set-up Sunday, August 10, 2025 Hours of Set-up 9:30am - 11:00 am

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

Date(s) of Tear-down Sunday, August 10, 2025 Hours of Tear-down 1:00pm - 1:30pm

Organization Sponsoring Event Next Level Dance Center

Organization Address 1925 Heide Dr, Troy, MI 48084

Organization Phone 248-688-9066

Contact Person Kelle Hruska / Britne Bell

Contact Phone 248-933-4736 / 248-420-3854

Contact Email nextleveldancecenter@gmail.com

Retention: Active +1 year

5D

II. EVENT INFORMATION

1. Organization Type Small business

(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.) n/a

3. The city encourages collaboration among nonprofit organizations to bring the greatest benefit to the community. Please explain your efforts to do so

4. Are there any sustainability initiatives associated with this event? Please explain.

5. Is the event a fundraiser? YES ☐ NO ☑

List beneficiary

List expected income _____ Attach information about the beneficiary.

6. First time event in Birmingham? YES ☐ NO ☑

If no, describe

7. Total number of people expected to attend per day 200

8. The event will be held on the following city property: (Please list)

☐ Street(s)

☐ Sidewalk(s)

☑ Park(s) Shain Park

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 Attendees will use Birmingham street parking and parking lots

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 We will have at least 8 Next Level staff members

11. Will the event require safety personnel (police, fire, paramedics)? YES ☐ NO ☑

(Police Department acknowledgement prior to submission of application i s required.) (initial here) RK

Describe

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 ☐

_____Live _____Amplification _____ X _____Loudspeakers

Recorded Time music will begin 10:30 am

Time music will end 1:00 pm

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 1 (to be placed on side of band shell)

Size of signs/banners 2 x 6 stand up banner

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?

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		$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		$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)	1	10x10ft
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 in 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 Next Level Dance Center Summer Performance

EVENT DATE Sunday, August 10, 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	Date
[signature]	3/11/25

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.

NEXT LEVEL DANCE CENTER
1925 HEIDE DR., TROY, MICHIGAN 48084 | 248.688.9066
nextleveldancecenter@gmail.com

March 11, 2025

Resident
Title
Address

Dear Birmingham Residents,
I hope this letter finds you well. My name is Britne, Owner of Next Level Dance Center in Troy. As part of our commitment to enriching the lives of Birmingham's youth, we are hoping to gain permission to hold our Summer Dance Recital at Shain Park. This event promises to be a delightful celebration of talent, creativity, and community spirit. We are a values-driven studio, and we know how important it is to keep children involved in an activity where they can learn many skills that will carry through their lives. We believe that dance not only creates exceptional dancers, but exceptional humans!

ABOUT THE RECITAL: Our summer dance recital will feature captivating performances by local students who have dedicated countless hours to perfecting their routines. From graceful ballet to energetic hip-hop, our talented participants will showcase a diverse range of dance styles.

WHY SHAIN PARK? Shain Park provides an idyllic setting for our recital. Its lush greenery, granite-paved paths, and the iconic Marshall Fredericks statue create an ambiance that perfectly complements our event. The open lawn space near the performance stage allows for large audiences, making it an ideal venue for community gatherings. 60% of our dance community are residents of Birmingham making this an ideal location.

REQUEST FOR PERMISSION: We kindly request your permission to hold our Summer Dance Recital in Shain Park. Our commitment to safety and respect for the park's facilities ensures that the event will leave no lasting impact. We will adhere to all guidelines set forth by the Birmingham Parks & Recreation Department.

COMMUNITY INVOLVEMENT: We invite all residents to join us in celebrating the talent and dedication of our young performers. Bring your families, friends, and neighbors to enjoy an unforgettable morning of music, movement, and camaraderie. It is our hope that this will also bring traffic to the businesses/restaurants of downtown Birmingham.

The Birmingham City Code requires that we receive approval from the Birmingham City Commission to hold this 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.

We'd love for the opportunity to introduce some of our dancers to your community to perform at Shain Park on Sunday, August 10th.

EVENT INFORMATION

NAME OF EVENT: Next Level Dance Summer Dance Performance Program

LOCATION: Shain Park Band Shell

DATE OF EVENT: Sunday, August 10, 2025

BRIEF DESCRIPTION OF EVENT/ACTIVITY: Summer Dance Recital

DATE OF SET-UP: Sunday, August 10, 2025

DATE OF TEAR-DOWN: Sunday, August 10, 2025

DATE OF CITY COMMISSION MEETING: April 21, 2025

HOURS OF EVENT: 11:00 am - 1:00 pm

HOURS OF SET-UP: 9:30 am - 11:00 am

HOURS OF TEAR-DOWN: 1:00 pm - 1:30 pm

The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m.

You may also attend virtually through Zoom: Zoom info tbd.

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). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Next Level Dance Center / Britne Bell

ADDRESS: 1925 Heide Dr., Troy, Michigan 48084

PHONE: 248-688-9066

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Kelle Hruska 248-933-4736

Sincerely,
Britne Bell
Next Level Dance Center

NEXT LEVEL DANCE CENTER
1925 HEIDE DR., TROY, MICHIGAN 48084 | 248.688.9066
nextleveldancecenter@gmail.com

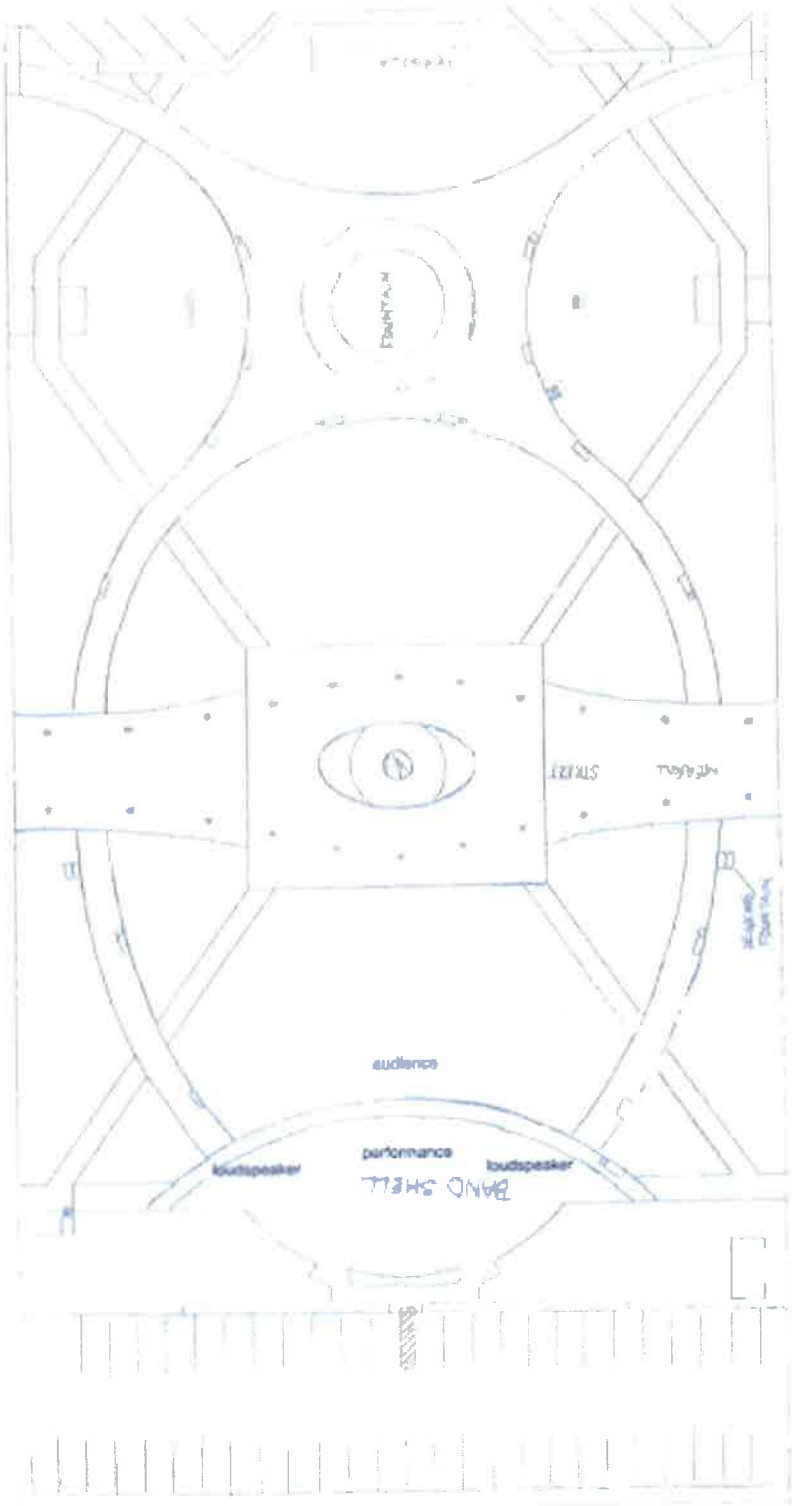
HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the Next Level Dance and any entity or person for whom the Next Level Dance is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from 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 activity/event.

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."

Applicant's signature _____ Date: 3/11/25

NEXT LEVEL DANCE CENTER
1925 HEIDE DR., TROY, MICHIGAN 48084 | 248.688.9066
nextleveldancecenter@gmail.com



5D Chain Park Map

NEXT LEVEL DANCE CENTER
1925 HEIDE DR., TROY, MICHIGAN 48084 | 248.688.9066
nextleveldancecenter@gmail.com



R&BDANC-01 MWARDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100290819 Hub International Midwest West 251 Progress Way Suite 300 Waunakee, WI 53597	CONTACT NAME: Morgan Hasler PHONE (A/C, No, Ext): (608) 849-1380 FAX (A/C, No): E-MAIL ADDRESS: morgan.hasler@hubinternational.com
INSURED R&B Dance DBA Next Level Dance 1925 Heide Dr Troy, MI 48084	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Secura Insurance — 22543 INSURER B: Hartford Insurance Company of SE — 38261 INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			20-CP-003241853-15	9/1/2024	9/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 200,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		83 WEC AB0JUP	12/15/2024	12/15/2025	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Shain Park is listed as additional insured on the general liability when required by written contract.

CERTIFICATE HOLDER

Shain Park
270 W Merrill St.
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

BCM

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NEXT LEVEL DANCE CENTER
1925 HEIDE DR., TROY, MICHIGAN 48084 | 248.688.9066
nextleveldancecenter@gmail.com

R&BDANC-01 MWARDEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 100290819 Hub International Midwest West 251 Progress Way Suite 300 Waunakee, WI 53597	CONTACT NAME: Morgan Hasler PHONE (A/C, No, Ext): (608) 849-1380 FAX (A/C, No): E-MAIL ADDRESS: morgan.hasler@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance	22543
INSURED R&B Dance DBA Next Level Dance 1925 Heide Dr Troy, MI 48084	INSURER B : Hartford Insurance Company of SE	38261
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			20-CP-003241853-15	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83 WEC AB0JUP	12/15/2024	12/15/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Shain Park is listed as additional insured on the general liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Shain Park 270 W Merrill St. Birmingham, MI 48009	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 BCM

ACORD 25 (2016/03)

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DEPARTMENT APPROVALS

EVENT NAME: Next Level Summer Performance
LICENSE NUMBER # 25-00012883 **COMMISSION HEARING DATE: April 21, 2025**
NOTE TO STAFF: Please submit approval by April 7, 2025 **DATE OF EVENT: August 10, 2025**

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	No department involvement.	Tents over 400 sqft.	$0	$0
FIRE **101.0-000.000-636.0004** 248.530.1900	AS	-Emergency response will originate from the fire stations. -Eliminate trip hazards, including protecting electrical cords with a wire bridge or by blocking access. -Maintain a 20-foot fire lane for surrounding streets. -Do not obstruct fire hydrants. -Pyrotechnics and open flame entertainment props are prohibited.	None	$0	$0
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	On-duty officers will provide extra patrols.		$0	$0
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	CL	Four (4) Trash receptacle are required		$40	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	No permits are required.	None	$0	$0
PARKING	AF	Organizers and attendees pay the going rates in meters and garages.	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	
CLERK **101.0-000.000-614.0000** 248.530.1803		Notification letters to be mailed by applicant no later than 04/07/2025. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than 7/28/25.	165	165
			TOTALS: Estimated and Actual Costs	**$205.00**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 4/15/25
h:\shared\special events\- general information\approval page.doc

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: April 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Cogs & Kegs

INTRODUCTION:
The Michigan Men's Health Foundation has submitted a special event application to hold the Cogs & Kegs event on June 9, 2025. The event begins at 5:30 p.m. and concludes at 10:00 p.m. Set up for the event is scheduled for June 9, 2025 starting at 10:00 a.m. and teardown begins as the event winds down and concludes at 10:30 p.m.

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

Cogs and Kegs is a casual bike ride event to raise awareness and funds for men's health advocacy in conjunction with the MMHF. MMHF is dedicated to men's health advocacy and awareness, education, research and treatment of prostate cancer and men's health related issues. There will be two routes, a 30-mile and a 10-mile bike ride. Post ride activities will take place in the Lincoln Yard parking lot.

The following events occur in June in Birmingham and do not pose a conflict for this event:

Farmer's Market	5/4/25-10/25/25	Lot 6
Village Fair	5/2/25-6/1/25	Shain Park
In the Park Concerts	6/28/25-8/27/2025	Shain Park
Yoga in the Park	6/21/2025	Shain Park
Movie Nights	6/6/2025-9/5/2025	Booth Park

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 the applicant.

SUSTAINABILITY:
There were no sustainability considerations for this event.

DESIGN CONSIDERATIONS:
There were no design considerations for this event.

PUBLIC COMMUNICATIONS:
The Michigan Men's Health Foundation notified residents and businesses about the details of this event by letter mailed at least two weeks prior to the City 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 Cogs & Kegs event to be held June 9, 2025 from 5:30 p.m. to 10:00 p.m., with set up for the event scheduled for 10:00 a.m. and teardown concluding at 10:30 p.m.

ATTACHMENTS:
- Special Event Application
- Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated March 13, 2025. Notification addresses are on file in the Clerk's Office
- 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 the Michigan Men's Health Foundation to hold the Cogs & Kegs event on June 9, 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.

25-0001288O

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: _____ Met on 3/6/25

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 3/6/25

Name of Event Cogs & Kegs

Detailed Description of Event (attach additional sheet if necessary) Cogs & Kegs is a bike ride event that will begin and end at Lincoln Yard. We have 2 routes, a 30-mile and a 10-mile. All activities will take place in the Lincoln Yard parking lot; no city streets, sidewalks, or parks will be impacted. Extra traffic should be expected in the area with temporary traffic holds as the rides leave and return. Of age participant's ride tickets include 1 beer, additional alcohol may be purchased from Lincoln Yard.

Location Lincoln Yard, 2159 E Lincoln St

Date(s) of Event 6/9/25 Hours of Event 5:30p-10p

Date(s) of Set-up 6/9/25 Hours of Set-up 10a-5:30p

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

Date(s) of Tear-down 6/9/25 Hours of Tear-down 9p-10:30p

Organization Sponsoring Event Michigan Men's Health Foundation

Organization Address 419 Golf View Lane, Rochester, MI 48309

Organization Phone 855-664-3576

Contact Person Andrea L. Hamilton

Contact Phone 313-806-7761

Contact Email andrea@mi-mhf.org

CLERK'S OFFICE
RECEIVED
MAR 07 2025
8:37 AM

Retention: Active +1 year

5E

9. Will street closures be required? YES ☐ NO ☑

(Police Department acknowledgement prior to submission of application is required) (initial here) ___

What parking arrangements will be necessary to accommodate attendance?

Describe Attendees will be able to park in part of the Lincoln Yard parking lot, as well as nearby lots, parks, and street parking.

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 20-30 among Foundation staff, volunteers, and law enforcement from multiple agencies

11. Will the event require safety personnel (police, fire, paramedics)? YES ☑ NO ☐

(Police Department acknowledgement prior to submission of application i s required.) (initial here) ___

Describe Two officers requested, motor certified if possible, to help with the intersection of Maple and Eton, as well as escort one of the rides. May be reduced to one officer if sufficient officers are allocated from assisting police agencies.

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 ☐

_____Live X Amplification _____ _____Loudspeakers

Recorded Time music will begin 5:30p

Time music will end 9:30p

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

Retention: Active +1 year

5E

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	0	6 for $800.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	0	$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	0	$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)	0 # of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant	0	$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)	2, in parking lot	10 x 10, 20 x 40
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

Retention: Active +1 year

5E

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Cogs & Kegs

EVENT DATE 6/9/25

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.

Andrea L Hamilton 3-6-25

Signature Date

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

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

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.

Retention: Active +1 year

MICHIGAN
MEN'S HEALTH
FOUNDATION

419 Golf View Lane ✦ Rochester, MI 48309
855-66-HELP-MEN ✦ www.MIMensHealthFoundation.org ✦ info@MI-MHF.org

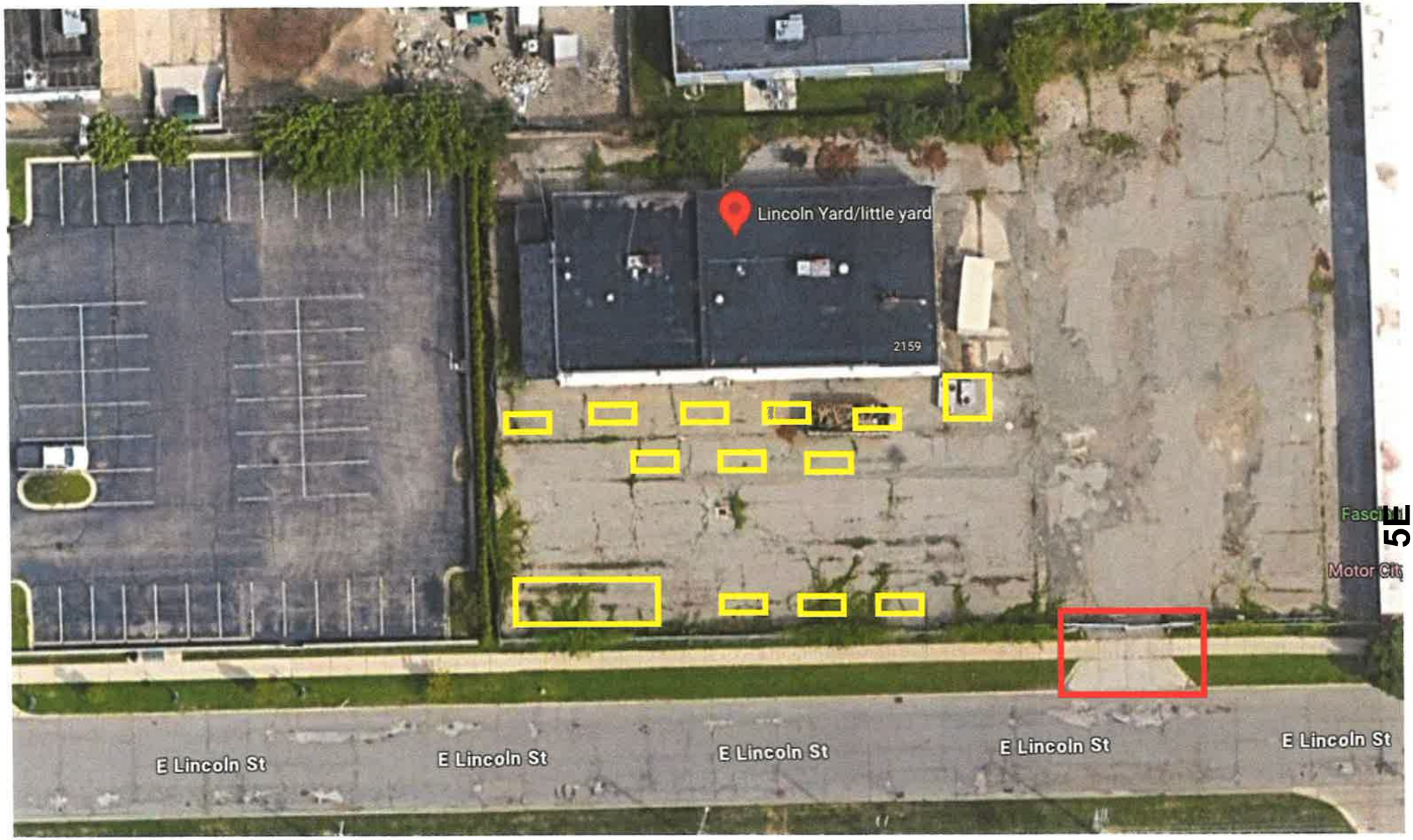
About the Beneficiary

As a 501(c)(3) non-profit organization, Michigan Men's Health Foundation is dedicated to men's health advocacy and the awareness, education, research, and treatment of prostate cancer and men's health related issues.

Our aim is to empower men to take control of their health and obtain their annual screenings to catch treatable diseases early, before they advance to untreatable. We put a special focus on addressing the health disparity in the African American community, especially in prostate cancer diagnosis and deaths. We support our mission with our annual Men's Health event, where we provide free health screenings to men in the greater Detroit area. We also have a podcast and Men's Health Survivorship Series to educate our audience. Our Blue Fund also provides financial assistance to newly diagnosed prostate cancer patients.

BOARD MEMBERS

Ken Bloom Thomas Boike, M.D. Lawrence M. Elkus Dennis Fair Jason Hafron, M.D. Jaclynn Hawkins, MSW, Ph.D.
Mike Lafavore Michael D. Lutz, M.D. Jordan Maier, M.D. Bill Payne William Plies Kristofer Stimac Conrad Tobert, M.D.

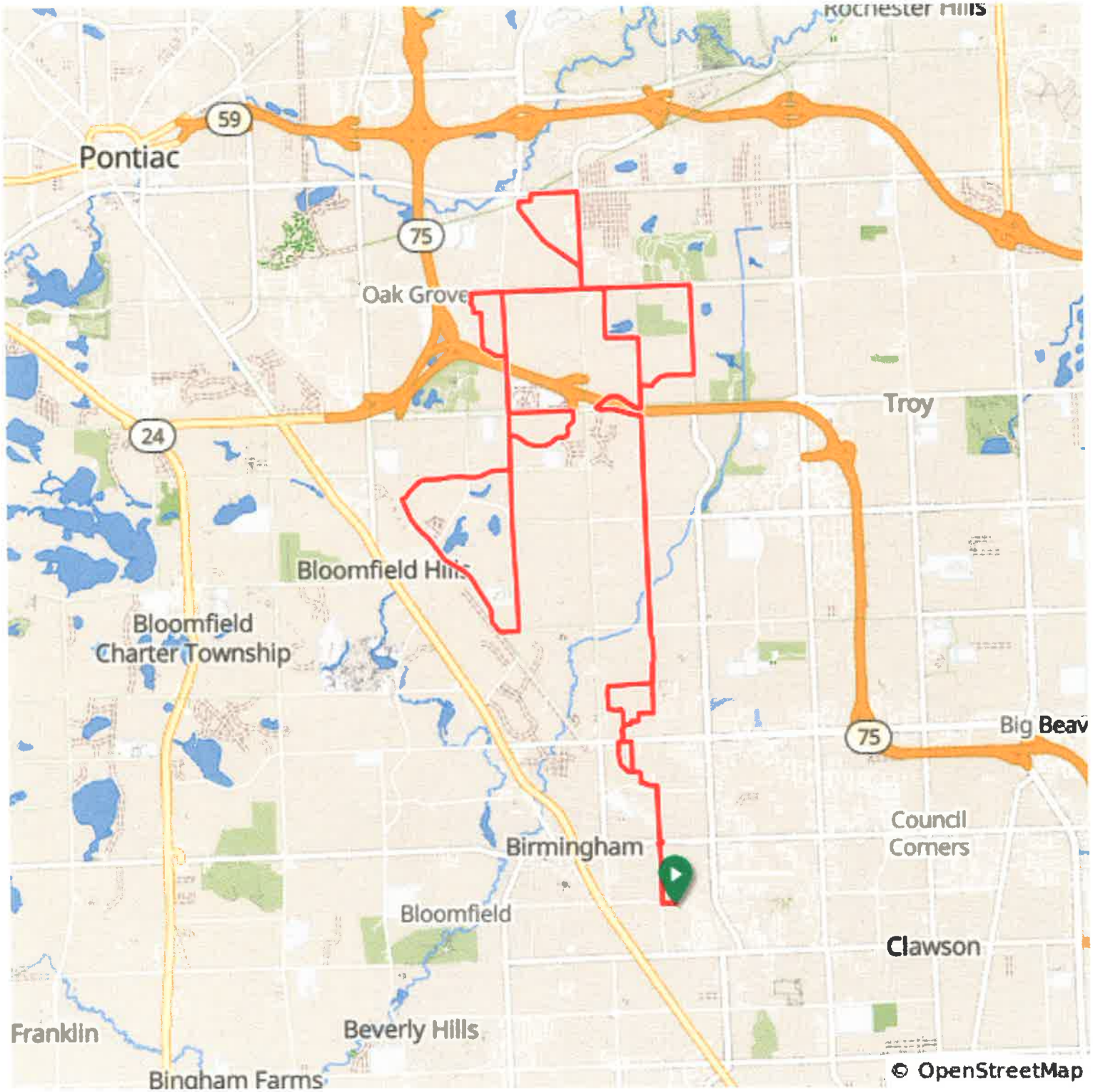


Large Yellow Rectangle – Registration area with tables

Square – 10 x 10 Tent with table for DJ

Small Rectangles – Tables and seating for riders

Large Red Rectangle – Start/Finish Driveway


Rochester Hills
59
Pontiac
75
Oak Grove
Troy
24
Bloomfield Hills
Bloomfield
Charter Township
75
Big Beav
Council
Corners
Birmingham
Bloomfield
Clawson
Franklin
Beverly Hills
Bingham Farms
© OpenStreetMap

5E

Proposed 2025 30-Mile Ride

Type	Notes	Distance (miles) From Start
Start	Start of route	0
Right	Turn right	0.02
Right	Turn right onto East Lincoln Street	0.03
Right	Turn right onto South Eton Street	0.16
Sharp Right	Turn sharp right onto Palmer Street	0.49
Right	Turn right onto South Eton Street	0.52
Right	Turn right onto East Maple Road	0.76
Sharp Left	Turn sharp left onto North Eton Street	0.80
Left	Turn left onto Witherbee Drive	1.34
Right	Turn right onto Brooklawn Road	1.49
Right	Turn right onto Wrenwood Drive	1.66
Left	Turn left onto West Big Beaver Road	1.94
Right	Turn right onto Henhawk Drive	2.02
Right	Turn right onto Oakhill Drive	2.12
Left	Turn left onto Newgate Drive	2.33
Right	Turn right onto Upton Drive	2.45
Right	Turn right onto Palmerston Drive	2.66
Left	Turn left onto Beach Road	3.07
Right	Turn right onto West Square Lake Road	5.97
Left	Turn left onto Beach Road	6.44
Left	Turn left onto Limerick Lane	7.08
Left	Turn left onto West South Boulevard	7.84
Right	Turn right onto South Adams Road	8.05
Left	Turn left onto South Grey Road	8.26
Right	Turn right onto Primary Street	9.11
Left	Turn left onto Juniper Street	9.22
Right	Turn right onto Auburn Road	9.29
Right	Turn right onto South Adams Road	9.72
Right	Turn right onto South Boulevard	10.62

Left	Turn left onto Witherbee Drive	28.72
Right	Turn right onto North Eton Street	28.88
Sharp Right	Turn sharp right onto East Maple Road	29.42
Left	Turn left onto South Eton Street	29.46
Left	Turn left onto Palmer Street	29.69
Sharp Left	Turn sharp left onto South Eton Street	29.73
Left	Turn left onto East Lincoln Street	30.06
Left	Turn left	30.19
Left	Turn left	30.20
End	End of route	30.22

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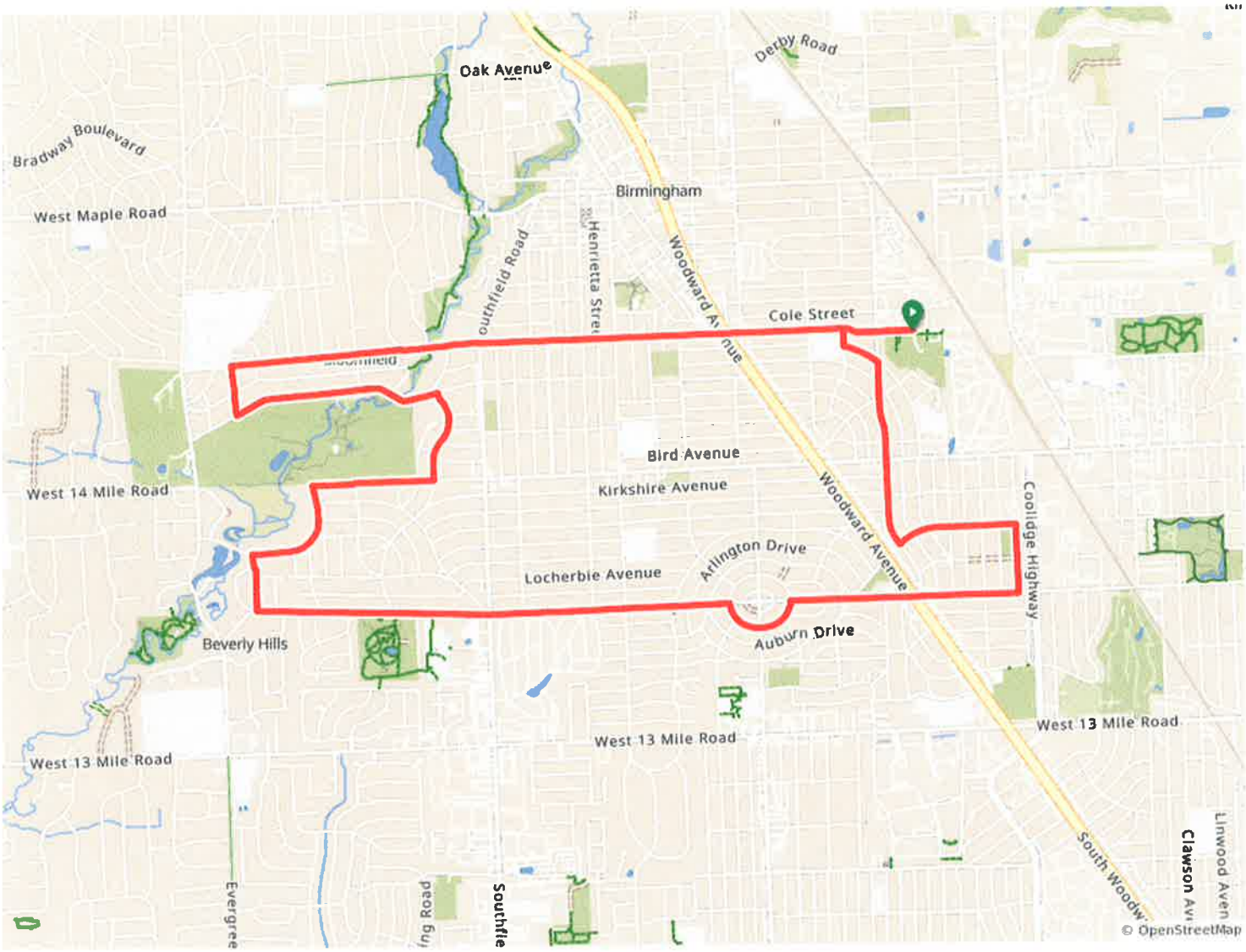

Cogs & Kegs 2025 10 Mile Route (Lincoln Yard)

9.7 mi
DISTANCE

174 ft
ELEVATION GAIN

2.4 %
MAX GRADE



Proposed 2025 10-Mile Ride Map

Type	Notes	Distance (miles) From Start
Start	Start of route	0
Right	Turn right onto East Lincoln Street	0.00
Slight Right	Keep right onto West Lincoln Street	1.59
Slight Right	Keep right onto West Lincoln Street	1.88
Left	Turn left onto Golfview Boulevard	2.52
Sharp Left	Turn sharp left onto Northlawn Boulevard	2.70
Right	Turn right onto Latham Street	3.48
Right	Turn right onto Saxon Drive	3.83
Slight Right	Turn slight right onto Riverside Drive	4.37
Left	Turn left onto Chelsea Place	4.72
Slight Left	Keep left onto Warwick Street	4.74
Slight Right	Keep right onto Weston Drive	4.78
Left	Turn left onto Beverly Road	4.93
Slight Right	Keep right onto Beverly Road	6.30
Sharp Left	Turn sharp left onto Beverly Road	6.47
Right	Turn right onto Verona Circle	6.70
Right	Turn right onto Normandy Road	7.02
Left	Turn left onto Normandy Road	7.56
Left	Turn left onto Mandalay Avenue	7.86
Right	Turn right	8.11
Right	Turn right onto Mandalay Avenue	8.11
Left	Turn left onto Nakota Road	8.12
Left	Turn left	8.56
Sharp Left	Turn sharp left onto Nakota Road	8.56
Right	Turn right onto Cooper Avenue	8.57
Slight Right	Keep right onto Cooper Avenue	8.62
Left	Turn left onto West Melton Road	9.26
Right	Turn right onto Taunton Road	9.39
Right	Turn right onto East Lincoln Street	9.46

18x24

REGISTRATION



5E

MICHIGAN
MEN'S HEALTH
FOUNDATION

419 Golf View Lane ⚜ Rochester, MI 48309
855-66-HELP-MEN ⚜ www.MIMensHealthFoundation.org ⚜ info@MI-MHF.org

HOLD-HARMLESS AGREEMENT

"To the fullest extent permitted by law, the **Michigan Men's Health Foundation** and any entity or person for whom the **Michigan Men's Health Foundation** is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from 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 activity/event. 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."

Andrea L Hamilton
Applicant's signature

3-6-25
Date

BOARD MEMBERS

Ken Bloom Thomas Boike, M.D. Lawrence M. Elkus Dennis Fair Jason Hafron, M.D. Jaclynn Hawkins, MSW, Ph.D.
Mike Lafavore Michael D. Lutz, M.D. Jordan Maier, M.D. Bill Payne William Plies Kristofer Stimac Conrad Tobert, M.D.

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MEN'S HEALTH
FOUNDATION

419 Golf View Lane ⚜ Rochester, MI 48309
855-66-HELP-MEN ⚜ www.MIMensHealthFoundation.org ⚜ info@MI-MHF.org

March 6, 2025
Business Name
Business Address

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: Cogs & Kegs
LOCATION: Lincoln Yard/Little Yard, 2159 E. Lincoln, Birmingham
DATE(S) OF EVENT: 6/9/25 **HOURS OF EVENT:** 5:30pm – 10pm
BRIEF DESCRIPTION OF EVENT/ACTIVITY: Cogs & Kegs is a bike ride event with 2 routes, both beginning and ending at Lincoln Yard. All activities before and after the rides will take place in the Lincoln Yard parking lot. Please expect extra traffic in the area as well as brief traffic holds as the rides leave and return.
DATE(S) OF SET-UP: 6/9/25
HOURS OF SET-UP: Tent and tables will be set up no later than 2pm and could arrive anytime prior for set up. Tent and tables will be in front of Lincoln Yard to minimize inconvenience to other businesses utilizing the parking lot.
DATE(S) OF TEAR-DOWN: 6/9/25 **HOURS OF TEAR-DOWN:** 9PM-10:30PM
DATE OF CITY COMMISSION MEETING: April 21, 2025
The City Commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 p.m. You may also attend virtually through Zoom: https://zoom.us.com/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). Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Michigan Men's Health Foundation
ADDRESS: 419 Golf View Lane, Rochester, MI 48309 **PHONE:** 855-664-3576

*FOR QUESTIONS **ON DAY OF EVENT**, CONTACT: Andrea Hamilton 313-806-7761*

BOARD MEMBERS
Ken Bloom Thomas Boike, M.D. Lawrence M. Elkus Dennis Fair Jason Hafron, M.D. Jaclynn Hawkins, MSW, Ph.D.
Mike Lafavore Michael D. Lutz, M.D. Jordan Maier, M.D. Bill Payne William Plies Kristofer Stimac Conrad Tobert, M.D.

Michigan Men's
Health Foundation
419 Golf View Lane
Rochester, MI 48309

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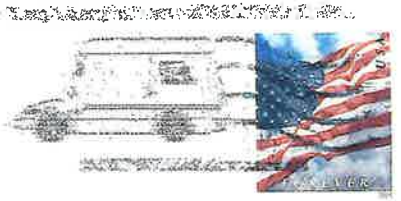

City of Birmingham
Clerks
P.O. Box 3001
Birmingham, MI 48012

48012-300101

5E

Business Name	Address	City	State	Zip
Lincoln Rail, LLC	2125 E Lincoln	Birmingham	MI	48009
Motor City Lab Works	2295 E Lincoln, Suite 140	Birmingham	MI	48009
TRUE Martial Arts - Birmingh	2295 E Lincoln, Suite 130	Birmingham	MI	48009
Link Benefits	2299 E Lincoln	Birmingham	MI	48009
The Schwayder Company	2335 E Lincoln	Birmingham	MI	48009
Birmingham Ice Arena	2300 E Lincoln	Birmingham	MI	48009
Birmingham Racquet Club	2100 E Lincoln	Birmingham	MI	48009
Script Salon	1064 Commerce St	Birmingham	MI	48009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2024

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners of Michigan
13900 Lakeside Circle
Sterling Heights MI 48313

CONTACT NAME: Wayne Foster
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: wfoster@sterlingagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Insurance Co	25895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michigan Institute of Urology Men's Health Foundation
d/b/a Michigan Men's Health Foundation
419 Golf View Lane
Rochester MI 48309

COVERAGES **CERTIFICATE NUMBER:** CL2452037797 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NBP1552572J	05/23/2024	05/23/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
							Damageto Premises	$ 100,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
City of Birmingham
151 Martin St
Birmingham MI 48009

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

AUTHORIZED REPRESENTATIVE

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DEPARTMENT APPROVALS

EVENT NAME: Cogs and Kegs
LICENSE NUMBER #25-00012880 **COMMISSION HEARING DATE: April 21, 2025**
NOTE TO STAFF: Please submit approval by March 24, 2025 **DATE OF EVENT: June 9. 2025**

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 400 SQFT require permits and inspection. No department involvement in event.		$0	
FIRE **101.0-000.000-636.0004** 248.530.1900	JS	Fire/ EMS units to respond from respective stations. Please refer to attached city event bulletin Site inspections to take place in afternoon		$0.00	
POLICE **101.0-000.000.636.0003** 248.530.1870	RK	2 Officers for traffic/crowd control/race escort. May be reduced to one officer if there is sufficient outside agency support with race escort.		$452.08	
PUBLIC SERVICES **101.0-000.000-636.0002** 248.530.1642	CL	The applicant is requesting using the parking lot at Kenning Park. Forty (40) parking spots will be blocked for the event and staff will be monitoring the area. The Birmingham Ice Sports Arena is open year around and activities will be occurring that day from 8am-11pm, baseball will be utilizing the baseball diamonds from 5pm-9pm, and the Birmingham Racquet Club is open as well. *Also note Forest Hills Swim Club will be operating.		$500.00	
ENGINEERING **101.0-000.000.636.0002** 248.530.1839	MC	Police has been discussion with the applicant about the upcoming Maple Road Patching Project. They want to leave the route as it but are okay if the route needs to be change due to construction They are used to dealing with last minute route	Obstruction Permit	$100.00	

		changes, and will ride the route days before the event to make any route updates.			
PARKING	AF	No requirements from the Parking Department. Concerns with Kenning Lot were addressed by Public Services	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 04/07/2025. Notification addresses on file in the Clerk's Office.	Applications for vendors license must be submitted no later than 05/23/2025.	0	0
			TOTALS: Estimated and Actual Costs	**$1052.08**	

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Planning Department

DATE: April 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Set Public Hearing for 115 Willits – e Fiore (Formerly Mare Mediterranean) – Special Land Use Permit Amendment (Ownership Change)

INTRODUCTION:
The applicant has submitted a Special Land Use Permit Amendment application to change ownership of Mare Mediterranean, an existing food and drink establishment serving alcoholic liquors for on premise consumption in Downtown Birmingham. The subject site is located on the south side of Willits between Bates St. and N. Old Woodward.

The transfer of ownership will include limited changes to the interior and the restaurant's concept/menu, but will not include any changes to the exterior of the building or the greater site as a result of this transfer. Important to note, this business is not a bistro and thus is not beholden to an approved concept/menu or interior seating layout. If approved, the Special Land Use Permit would be transferred from Birmingham Omni Hospitality, LLC (Sprazzo) to Abruzzese Hospitality, LLC. The new owner also owns Casa Pernoi, a bistro at 310 E. Maple.

BACKGROUND:
On July 8, 2024 (Agenda – Minutes), the City Commission approved a Special Land Use Permit Amendment for 115 Willits to transfer ownership and update the Special Land Use Permit to the then new owner, Abruzzese Hospitality, LLC (e Fiore).

LEGAL REVIEW:
The City Attorney has reviewed this request and has no objections as to form and content.

FISCAL IMPACT:
There are no fiscal impacts for this agenda item.

SUSTAINABILITY:
Not applicable.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad will placed in a newspaper of local

circulation to advertise the public hearing at the City Commission meeting on May 19, 2025. In addition, postcards with be sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:
The Planning Department requests that the City Commission set a public hearing date of May 19, 2025 to consider the Special Land Use Permit Amendment for 115 Willits – e Fiore – to transfer ownership and update the Special Land Use Permit with the new owner, Abruzzese Hospitality, LLC.

ATTACHMENTS:
Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (Draft)
- Application Materials

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set a public hearing date of May 19, 2025 to consider the Special Land Use Permit Amendment for 115 Willits – e Fiore – to transfer ownership and update the Special Land Use Permit with the new owner, Abruzzese Hospitality, LLC.

E Fiore
115 Willits
Special Land Use Permit Amendment 2025

WHEREAS, The City Commission granted a Special Land Use Permit, Final Site Plan and Design Review approval for the original restaurant, Mare Mediterranean, located at 115 Willits on July 12, 2021;

WHEREAS, The City Commission on July 8, 2024 approved a Special Land Use Permit Amendment for 115 Willits to transfer ownership and update the Special Land Use Permit to the then new owner, Birmingham Omni Hospitality, LLC (Sprazzo);

WHEREAS, A new Special Land Use Permit Amendment application was filed in March 2025 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 115 Willits from Birmingham Omni Hospitality, LLC to Abruzzese Hospitality, LLC;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the south side of Willits between Bates St. and N. Old Woodward;

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 Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on May 19, 2025 and has reviewed e Fiore's Special Land Use Permit Amendment application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that e Fiore's application for a Special Land Use Permit Amendment at 115 Willits 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. e Fiore shall abide by all provisions of the Birmingham City Code;
2. e Fiore 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 2021; and

3. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

BE IT FURTHER RESOLVED, That failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

BE IT FURTHER RESOLVED, Except as herein specifically provided, e Fiore 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 e Fiore to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that e Fiore is recommended for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 115 Willits from Birmingham Omni Hospitality, LLC to Abruzzese Hospitality, 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 May 19, 2025.

_____

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT
115 WILLITS – E FIORE

This Contract is entered into this____day of_____, 2025 by and between **ABRUZZESE HOSPITALITY, LLC**, whose address is 30500 Northwest Highway Suite 425, Farmington Hills MI 48334 (hereinafter referred to as "e Fiore"), **WILLITS RETAIL, LLC**, whose address is 1 Towne Square, Suite 1913, Southfield, MI 48076 ("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 the original restaurant, Mare Mediterranean, located at 115 Willits on July 12, 2021;

WHEREAS, The City Commission on July 8, 2024 approved a Special Land Use Permit Amendment for 115 Willits to transfer ownership and update the Special Land Use Permit to the then new owner, Birmingham Omni Hospitality, LLC (Sprazzo);

WHEREAS, A new Special Land Use Permit Amendment application was filed in March 2025 for approval of the transfer of ownership of an existing food and drink establishment serving alcoholic liquors for on premise consumption at 115 Willits from Birmingham Omni Hospitality, LLC to Abruzzese Hospitality, LLC;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the south side of Willits between Bates St. and N. Old Woodward;

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 Special Land Use Permit Amendment request for the transfer of ownership does not include any changes to the premises that require site plan and design review by the Planning Board;

WHEREAS, The Birmingham City Commission has conducted a public hearing on May 19, 2025 and has reviewed e Fiore'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.

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NOW, THEREFORE, the parties agree as follows:

1. e Fiore 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. e Fiore 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 e Fiore shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. e Fiore 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. e Fiore acknowledges that no modifications to the site 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, major remodeling, changes in the number of interior or exterior seats, etc.

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

5. e Fiore 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. e Fiore 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. e Fiore agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

8. e Fiore 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 e Fiore from operating the establishment. e Fiore 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. e Fiore 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.

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

10. In the event e Fiore 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. e Fiore shall abide by all provisions of the Birmingham City Code;
b. e Fiore 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 2021; and

DRAFT

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 e Fiore has been given notice and a hearing.

16. Except as herein specifically provided, e Fiore 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 e Fiore 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. e Fiore 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 e Fiore. 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.

DRAFT

(This space intentionally left blank)

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

ABRUZZESE HOSPITALITY, LLC (E Fiore)

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 **ABRUZZESE HOSPITALITY, LLC** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

WILLITS RETAIL, 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 **WILLITS RETAIL, LLC** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

DRAFT

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)

DRAFT

LAW OFFICES

ADKISON, NEED, ALLEN, & RENTROP

PROFESSIONAL LIMITED LIABILITY COMPANY

KELLY A. ALLEN
JESSICA A. HALLMARK
JOHN W. KUMMER
GREGORY K. NEED
G. HANS RENTROP
CHRISTOPHER J. TOWER

39572 Woodward, Suite 222
Bloomfield Hills, Michigan 48304
Telephone (248) 540-7400
Facsimile (248) 540-7401
www.ANAfirm.com

OF COUNSEL:
PHILLIP G. ADKISON
KEVIN M. CHUDLER
JENNIFER H. ELOWSKY
GARY R. RENTROP
KATHERINE A. TOMASIK

March 26, 2025

Via Electronic Mail

Nicholas Dupuis, Planning Director
City of Birmingham
151 Martin Street
Birmingham, MI 48009
ndupuis@bhamgov.org

Re: Special Land Use Permit Amendment for 115 Willits Street

Dear Mr. Dupuis:

We represent Abruzzese Hospitality, LLC, which will do business at 115 Willits Street as "e Fiore." This is the site of the former Mare Mediterranean restaurant.

Abruzzese Hospitality, LLC is purchasing the business. The members of Abruzzese Hospitality, LLC are Luciano Delsignore and Nicole Antakli. As you know, Luciano owns Casa Pernoi in Birmingham.

We are requesting that the Special Land Use Permit for this site be amended as to the ownership and the name of the business. There are also minor changes to the interior layout. There are no changes to the exterior of the building at this time.

We have filed an application with the police department regarding the change of ownership.

We would appreciate it if the SLUP amendment and the police department application could be considered at the same City Commission meeting.

Our client delivered a check in the amount of $1,950 to the Planning Division yesterday.

Please let us know if you require anything further. Thank you, as always, for your assistance.

Very truly yours,

ADKISON, NEED, ALLEN, & RENTROP, PLLC

Kelly A. Allen

/kjp

m:\delsignore, luciano\mare\corres\2025-03-26 ltr to ndupuis re slup amendment.docx

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Special Land Use Permit Application – General
Planning Division

1. Applicant
Name: Abruzzese Hospitality, LLC, d/b/a e Fiore
Address: 115 Willits St., Birmingham, MI 48009

Phone Number: Luciano Delsignore 248-207-8700/Nicole Antakli 248-709-1200
Email: luciano@baccoristorante.com/nvantakli@antakli.com

2. Property Owner (☐*same as applicant*)
Name: Willits Retail LLC
Address: c/o Seligman and Associates Inc.
One Towne Square #1913, Southfield, MI 48076
Phone Number:
Email: rcoopersmith@seligmangroup.com

3. Project Contact Person (☐*same as applicant*)
Name: Kelly A. Allen, Esq.
Address: 39572 Woodward Avenue, Suite 222, Bloomfield Hills, MI 48304

Phone Number: 248-540-7400
Email: kallen@anafirm.com

4. Project Designer/Developer
Name: Saroki Architecture
Address: 430 Old Woodward, Birmingham, MI 48009

Phone Number: 248-776-2010
Email: asaroki@sarokiarchitecture.com

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: 115 Willits Street
Name of Development:
Parcel ID#: 08-19-25-378-029
Current Use: A-2
Proposed Use: A-2
Area of Site in Acres:
Current Zoning: B-1

	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?		

7. Details of the Request for Preliminary Site Plan Review
The Applicant is purchasing the business which formerly operated as "Mare." The Applicant is requesting an ownership and name change. The Applicant will operate under the name "e Fiori." There will be no exterior changes to the building at this time. The interior floor plan is being revised slightly as set froth on the attached floor plan.

Docusign Envelope ID: C3435E59-AADF-415C-8E7B-82D343978BE1

8. Buildings and Structures

Number of buildings on site: _____
Height of building(s): Approximately 70'
Use of building(s): _____
Number of stories: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Uses:

Total basement floor area: n/a
Commercial floor area: 6,600 square feet
Total ground floor area: 6,600 square feet
Industrial floor area: n/a
Square feet per upper floor(s): n/a
Office floor area: n/a
Total floor area: 6,600 square feet

Proposed Residential Uses:

Total number of units: n/a
Residential unit floor area: n/a
Number of two or less room units: n/a
Residential amenity floor area: n/a
Number of three or more room units: n/a
Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: n/a
Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear ☐Front ☐Other (please specify)_____
Proposed total floor area: n/a

10. Required and Proposed Setbacks

Required front setback: n/a
Proposed front setback: n/a
Required rear setback: n/a
Proposed rear setback: n/a
Required side setback(s): n/a
Proposed side setback(s): n/a

11. Required and Proposed Parking

Required number of parking spaces: n/a
Typical size of parking spaces: 8' x 88'
Proposed number of parking spaces: n/a
Number of barrier free spaces: _____

12. Landscaping

Description of proposed landscaping: _____
No change.

☐ 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: No change
Proposed sidewalk width: _____
Required benches: _____
Proposed benches: _____
Required street trees: _____
Proposed street trees: _____
Require street lights: _____
Proposed street lights: _____
Required trash receptacles: _____
Proposed trash receptacles: _____
Required bike racks: _____
Proposed bike racks: _____

14. Loading

Required loading spaces: No change
Proposed loading spaces: _____
Required dimensions: _____
Proposed dimensions: _____

15. Waste Receptacles

Location of waste receptacle(s): No change
Types of waste receptacles: ☐ Dumpster ☐ Recycling ☐ Compactor ☐ Cans ☐ Grease ☐ Other

Docusign Envelope ID: C3435E59-AADF-415C-8E7B-82D343978BE1

16. Mechanical Equipment

Rooftop Mechanical Equipment:

Description of location of units on rooftop: No change

Number of units: _____

Types of units: _____

Ground Mounted Mechanical Equipment:

Description of location of units on ground: No change

Number of units: _____

Types of units: _____

Utilities and Transformers:

Description of location of units on ground: No change

Number of units: _____

Types of units: _____

17. Lighting

Location of light fixtures: No change

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

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

Signature of Property Owner: DocuSigned by: Ryan Coopersmith CC2AE88DE2FE47E... **Date:** 3/25/2025

Print Name: Ryan Coopersmith

Signature of Applicant: DocuSigned by: 38E6E22A1C95461... **Date:** 3/25/2025

Print Name: Nicole Antakli

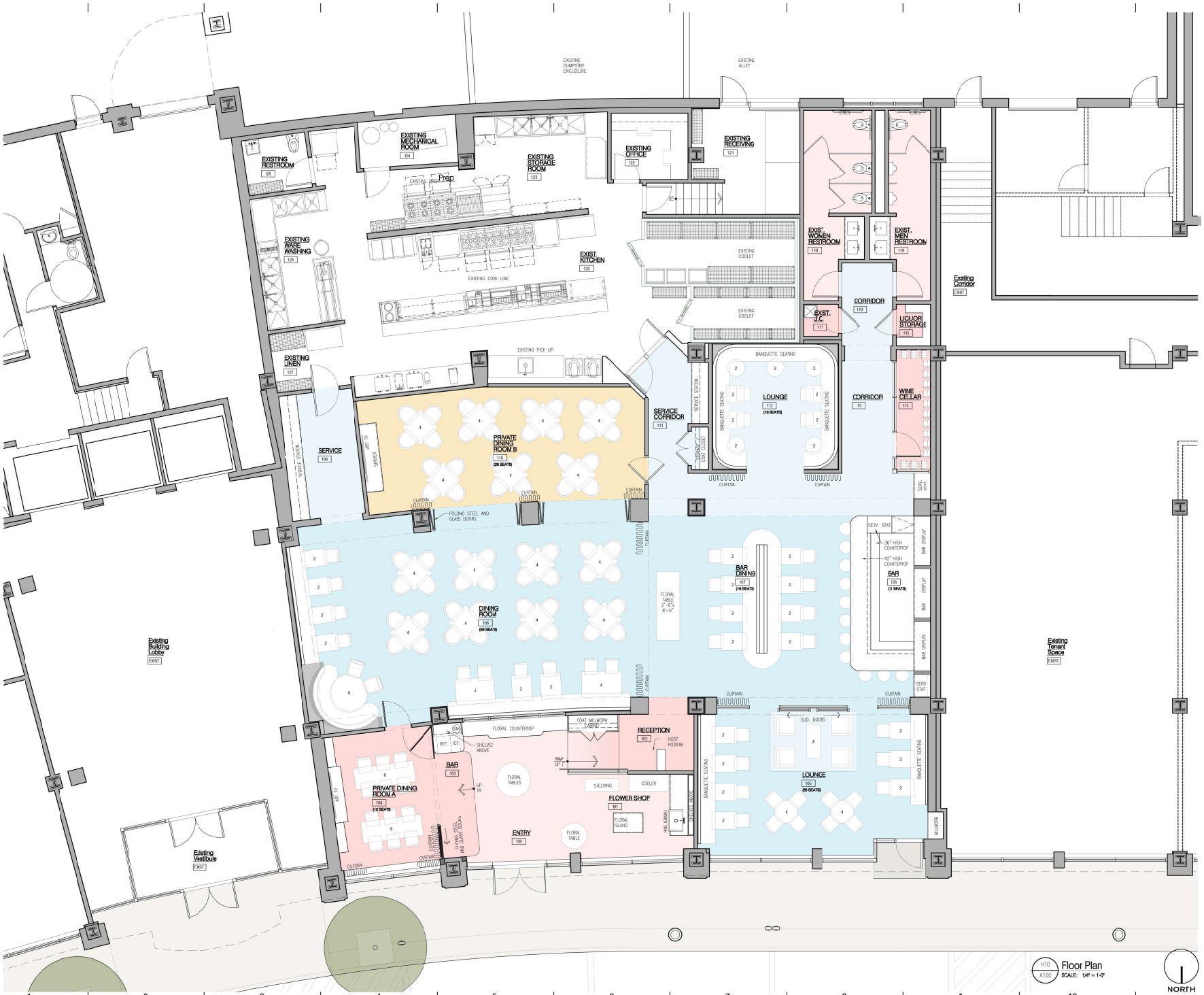
Signature of Architect: Signed by: Alex Saroki 2F7A551CBCBB4DC... **Date:** 3/25/2025

Print Name: Alex Saroki

Office Use Only

Application #: _____ Date Received: _____ Fee: $_____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____



RESTAURANT TOTAL SEATS: 169

PRELIMINARY
NOT FOR CONSTRUCTION

H10 / A100 Floor Plan
SCALE: 1/4" = 1'-0"

5F

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

Project:
Italian Restaurant
115 Willits St, Birmingham, MI 48009

Date:	Issued For:
03-06-2026	CITY REVIEW

Sheet No.:
A100
FLOOR PLAN

MEMORANDUM

Engineering Department

DATE: April 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Michigan Department of Transportation (MDOT) Contract Agreement
National Highway Performance Program (NHPP)
Maple Road Patching Project

INTRODUCTION:
The City received Federal funding through the National Highway Performance Program (NHPP) grant on Maple Road from Eton to Coolidge Highway within the City of Birmingham limits. This project is being bid through the Michigan Department of Transportation (MDOT) and a resolution is required for the contract agreement.

BACKGROUND:
In 2022, the Engineering Department applied for a grant through the NHPP program to receive money for concrete patching on Maple Road from Eton to Coolidge Highway. In Birmingham, Maple Road, Fourteen Mile Road, and Adams Road are designated as NHPP roads based on the number of vehicles that regularly travel on them, and their importance to travel in the region. The City received the grant on Maple Road for construction in 2025.

For projects utilizing this type of funding, the projects are administered by MDOT's Local Agency Program (LAP). MDOT is responsible for advertising the project, receiving the bids, and recommending the award of the project. A contract agreement is required between the City and MDOT for the construction of the project. MDOT will enter into a contract with the contractor and the City pays MDOT for the work in accordance with the agreement.

Final plans and specifications were submitted to MDOT in January 2025, which resulted in a bid letting (or bid opening) on April 6, 2025. Construction for the project is expected to begin at the end of May with final completion by August 8, 2025.

LEGAL REVIEW:
The City Attorney has reviewed the agreement and has no comments or objections.

FISCAL IMPACT:
The NHPP Grant covers $409,176.00. The estimated cost of the project is $711,400.00, with the City's cost share at approximately $302,224.00. The project will be funded by the following account:

Fund Account	Fund ID Number	City's Share of Construction Costs	10% Contingencies	Total
Major Streets	202.0-449.001-981.0100	$302,224.00	$71,140.00	$373,364.00

This project has been planned and is included in the approved FY24/25 budget. A budget amendment is required for this project.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
The project was designed to MDOT standards due to the bidding process and ADA guidelines.

PUBLIC COMMUNICATIONS:
The City will hold a public meeting with property owners along the project area in May and will provide flyers/notices and email updates to property owners during construction. The City's social media outlets will be used to provide general updates on the project to the public.

SUMMARY:
The Engineering Department recommends that the City Commission accept the $409,176.00 NHPP Grant by entering into a contract with MDOT and authorizing the City Engineer to electronically sign the agreement.

ATTACHMENTS:
- MDOT Contract No. 25-5149
- Construction Plans

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve Contract No. 25-5149, Control Section ST 63000, Job Number 215175CON between the Michigan Department of Transportation and the City of Birmingham. In addition, to authorize the City Engineer to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following years:

FY 2024/2025

Fund Account	Fund ID Number	City's Share of Construction Costs	10% Contingencies	Total
Major Streets	202.0-449.001-981.0100	$302,224.00	$71,140.00	$373,364.00

AND

Make a motion adopting a resolution to approve the appropriation and amendment to the fiscal year 2024/2025 budget as follows:

Major Street Fund:

Revenues:		
Draw from Fund Balance	202.0-000.000-400.0000	$123,400
Expenditures:		
Public Improvement	202.0-449.001-981.0100	$123,400

STP DA

Control Section	ST 63000
Job Number	215175CON
Project	25A0411
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5149

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF BIRMINGHAM, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Birmingham and Troy, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 12, 2025, attached hereto and made a part hereof:

Concrete pavement repairs, drainage improvements, concrete curb and gutter, ramps, sidewalk, and permanent pavement markings along Maple Road from South Eton Street to Coolidge Highway; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Flex Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $409,176 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies

that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party’s liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF BIRMINGHAM

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

REVIEWED

09/06/90 STPLS.FOR 3/12/25

March 12, 2025

EXHIBIT I

CONTROL SECTION	ST 63000
JOB NUMBER	215175CON
PROJECT	25A0411

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	$711,400

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$711,400
Less Federal Funds*	$409,176
BALANCE (REQUESTING PARTY'S SHARE)	$302,224

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF BIRMINGHAM

IN COOPERATION WITH

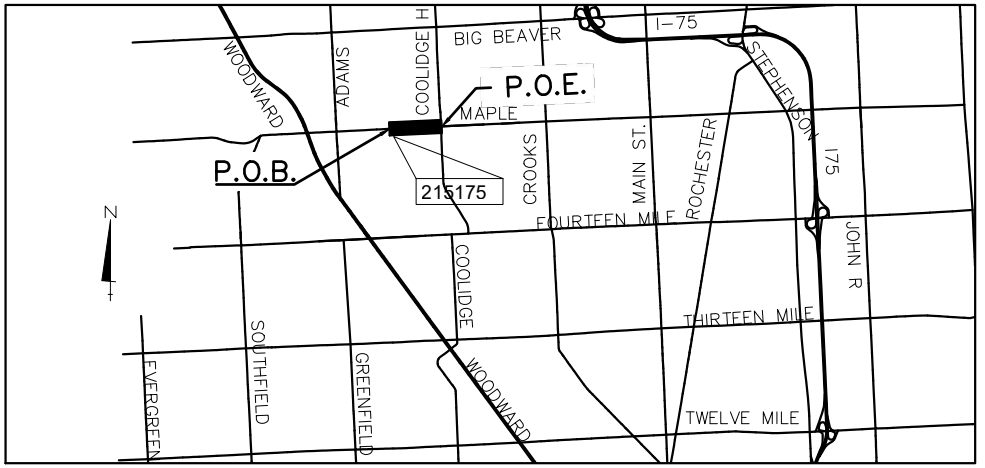
MICHIGAN DEPARTMENT OF TRANSPORTATION

AND

THE FEDERAL HIGHWAY ADMINISTRATION

2025 NHPP SECTIONAL REPAIR PROJECT

E. MAPLE ROAD.
S. ETON STREET TO COOLIDGE HWY.
CITY OF BIRMINGHAM
NOWAK & FRAUS JOB NO. I490-01
MDOT JOB NO. 215175
MDOT CONTROL SECTION NO. 63000



GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.

PAVEMENT MARKING AND PLACING OF TRAFFIC CONTROL SIGNS SHALL BE DONE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AS AMENDED. THIS WORK WILL BE DONE PRIOR TO THE FINAL ACCEPTANCE OF THIS PROJECT.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY OF BIRMINGHAM WILL NOT BE RESPONSIBLE FOR AN OMISSION OR VARIATIONS FROM THE LOCATIONS SHOWN. PURSUANT TO ACT 174 OF THE PA OF 2013 AS A CONDITION OF THIS CONTRACT NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT. PHONE (800) 482-7171, (248) 647-7344, OR 811

THE PROPOSED IMPROVEMENTS COVERED BY THESE PLANS ARE IN ACCORDANCE WITH CURRENT MICHIGAN DEPARTMENT OF TRANSPORTATION DESIGN MANUAL, 3R GUIDELINES

PROJECT LIMITS- 215175		
P.O.B.	0+11	
P.O.E.	27+55	
TRAFFIC VOLUME (AADT)		
ROAD NAME	2025	2035
MAPLE ROAD	16,900	21,125
COMMERCIAL	3.00%	3.00%
DESIGN SPEED		
POSTED SPEED (EXISTING)	35 MPH	
DESIGN SPEED	35 MPH	

FINAL SUBMITTAL PLANS: 01-17-25

SHEET INDEX

0	COVER SHEET
1	LOG OF PROJECT
2	GENERAL PLAN NOTES
3	GENERAL PLAN DETAILS
4	PAVEMENT REPAIR PLAN STA. P.O.B. TO 5+00
5	PAVEMENT REPAIR PLAN STA. 5+00 TO STA. 10+00
6	PAVEMENT REPAIR PLAN STA. 10+00 TO STA. 15+00
7	PAVEMENT REPAIR PLAN STA. 15+00 TO STA. 20+00
8	PAVEMENT REPAIR PLAN STA. 20+00 TO STA. 25+00
9	PAVEMENT REPAIR PLAN STA. 25+00 TO P.O.E.
10	PAVEMENT MARKINGS STA. P.O.B. TO 5+00
11	PAVEMENT MARKINGS STA. 5+00 TO STA. 10+00
12	PAVEMENT MARKINGS STA. 10+00 TO STA. 15+00
13	PAVEMENT MARKINGS STA. 15+00 TO STA. 20+00
14	PAVEMENT MARKINGS STA. 20+00 TO STA. 25+00
15	PAVEMENT MARKINGS STA. 25+00 TO P.O.E.
16	PAVEMENT REPAIR DETAIL - G.T.W.R.R. BRIDGE
17	PAVEMENT REPAIR DETAIL - A.D.A. SIDEWALK RAMP
18	MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 1A
19	MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 1B
20	MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 2A
21	MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 2B
22	DETOUR & ADVANCED WARNING SIGNAGE DIAGRAM - PHASE 1A
23	DETOUR & ADVANCED WARNING SIGNAGE DIAGRAM - PHASE 1B
24	DETOUR & ADVANCED WARNING SIGNAGE DIAGRAM - PHASE 2A

MDOT STANDARD PLANS	
R-28-K*	CURB RAMP AND DETECTABLE WARNING
R-30-G	CONCRETE CURB AND CONCRETE CURB & GUTTER
R-31-F	INTEGRAL CONCRETE CURB AND GUTTER
R-39-K	TRANSVERSE PAVEMENT JOINTS (PLAIN CONCRETE PAVEMENT)
R-40-I	LOAD TRANSFER ASSEMBLIES FOR TRANSVERSE JOINTS
R-41-H	LONGITUDINAL PAVEMENT JOINTS
R-42-F	TYPICAL JOINT LAYOUTS FOR CONCRETE PAVEMENT
R-43-J*	LOCATION OF TRANSVERSE JOINTS IN PLAIN CONCRETE PAVEMENT
R-44-G*	CONCRETE PAVEMENT REPAIR
R-96-E	SOIL EROSION &SEDIMENTATION CONTROL MEASURES
TRAFFIC SAFETY STANDARD PLANS	
PAVE-900-H	PAVEMENT MARKING DETAILS
PAVE-901-A	PAVEMENT MARKING RECESSING DETAILS
MAINTAINING TRAFFIC TYPICALS	
101	GENERAL SPACING CHARTS
102-GEN-NOTES	TRAFFIC TYPICALS NOTE SHEET
132-CLT-1(R)LC-SHIFT	1 BOUND CLOSURE WITH A SINGLE LANE SHIFT ON A 5-LANE UNDIVIDED HIGHWAY
203-FW-1LC-(R)	SINGLE RIGHT LANE CLOSURE ON A FREEWAY OR DIVIDED ROADWAY
204-FW-1LC-(L)	SINGLE LEFT LANE CLOSURE ON A FREEWAY OR DIVIDED ROADWAY
WZD-100A*	GROUND DRIVEN SIGN SUPPORTS FOR TEMPORARY SIGNS
WZD-125-E*	TEMPORARY TRAFFIC CONTROL DEVICES
* DENOTES SPECIAL DETAIL	

5G

CITY OF: BIRMINGHAM

MUNICIPAL APPROVAL:

MELISSA A. COATTA, P.E. ,CITY ENGINEER
CITY OF BIRMINGHAM

PROJECT NO:
215175

PROJECT NAME:
2024 NHPP SECTIONAL REPAIR PROJECT

CONTRACT FOR:
0.52 MILES INTERMITTENT CONCRETE PAVEMENT PRESERVATION

PREPARED UNDER THE SUPERVISION OF:

PAUL TULIKANGAS, P.E.

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

CITY OF BIRMINGHAM -
2025 NHPP SECTIONAL REPAIR PROJECT

LOG OF PROJECT

JOB LOCATION AND DESCRIPTION

THE PROJECT LOCATION INCLUDES CITY OF BIRMINGHAM URBAN ROADS, WITHIN THE LIMITS SHOWN ON THE PLAN SHEETS, INCLUDING:

E. MAPLE AVE. FROM S. ETON ROAD TO COOLIDGE HIGHWAY IN THE CITY OF BIRMINGHAM. EXISTING CONCRETE ROAD IS APPROXIMATELY 43'–69' WIDE.

TOTAL PROJECT LENGTH– 0.52 MILES

DESCRIPTION OF WORK

THE WORK INCLUDES THE REPLACEMENT OF CONCRETE SECTIONS, CURB AND GUTTER, AND SIDEWALK AS CALLED OUT IN THE PLANS AND PER THE TYPICAL CROSS SECTIONS PROVIDED. THE WORK ALSO INCLUDE TEMPORARY CONSTRUCTION SIGNAGE AND PERMANENT PAVEMENT MARKINGS.

THERE WILL BE MISCELLANEOUS SIDEWALK/RAMP REPAIRS AS INDICATED IN THE PLANS.

THROUGHOUT THE PROJECT, TRAFFIC SHALL BE MAINTAINED AS DESCRIBED IN THE SPECIAL PROVISION FOR MAINTAINING TRAFFIC CONTAINED IN THIS PROPOSAL.

PERMITS AND FEES:

CITY OF BIRMINGHAM – ENGINEERING DEPARTMENT – SOIL EROSION PERMIT (NO FEES)
151 MARTIN STREET
BIRMINGHAM, MI 48012
MELISSA COATTA, P.E. (CITY ENGINEER) (248–530–1839)
PERMIT WILL BE SECURED BY CITY CONSULTANT PRIOR TO CONTRACT AWARD.

CITY OF TROY – RIGHT OF WAY PERMIT – RIGHT–OF–WAY PERMIT (NO FEES)
500 W. BIG BEAVER RD.
TROY, MI 48084
EMILY AUSE, P.E. (SENIOR CIVIL ENGINEER) (248–524–3438)
PERMIT MUST BE SECURED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION, INCLUDING SUBMITTAL OF ANY NECESSARY INSURANCE AND BONDING.
INSPECTION SCHEDULING COORDINATION WILL BE REQUIRED.

ROAD COMMISSION FOR OAKLAND COUNTY – RIGHT OF WAY PERMIT #25–0034
2420 PONTIAC LAKE RD.
WATERFORD, MI 48328
SCOTT SINTKOWSKI, PE (PERMIT ENGINEER) (248–858–4835)
PERMIT IS REQUIRED FOR ALL TEMPORARY TRAFFIC CONTROLS WHICH WILL BE REQUIRED TO BE INSTALLED WITHIN THE MAPLE ROAD PUBLIC RIGHT–OF–WAY, EAST OF THE COOLIDGE HIGHWAY INTERSECTION, INCLUDING, BUT NOT LIMITED TO: PLACEMENT OF TEMPORARY TRAFFIC CONTROL DEVICES AND TEMPORARY LANE CLOSURES.
PERMIT MUST BE SECURED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION, INCLUDING SUBMITTAL OF ANY NECESSARY INSURANCE AND BONDING.
PERMIT FEE = $100.00
INSPECTION ESCROW/DEPOSIT = $1,000.00

GRAND TRUNK WESTERN RAILROAD (GTWRR) – RIGHT OF ENTRY PERMIT
700 PERSHING RD.
PONTIAC, MI 48340
THOMAS L. BRASSEUR (MANAGER OF PUBLIC WORKS) (248–452–4854)
PERMIT MUST BE SECURED BY CONTRACTOR PRIOR TO START OF CONSTRUCTION, INCLUDING SUBMITTAL OF ANY NECESSARY INSURANCE AND BONDING. CONTRACTOR ORIENTATION TRAINING IS ALSO REQUIRED, AND MAY BE TAKEN ONLINE AT CONTRACTORORIENTATION.COM, WITH QUESTIONS DIRECTED TO 866–599–2482.
PERMIT FEE = $1,000.00

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

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	01-17-25	K. Withrow	I490-01	1 of 24

CITY OF BIRMINGHAM -
2025 NHPP SECTIONAL REPAIR PROJECT

GENERAL PLAN NOTES

NOTES:

1. ALL CONSTRUCTION SIGNING IS THE RESPONSIBILITY OF THE CONTRACTOR. WHERE THE FOLLOWING ITEMS ARE CALLED FOR IN THE PLANS OR DIRECTED BY THE ENGINEER, THEY ARE TO CONSTRUCTED ACCORDING TO THE STANDARD PLAN GIVEN BELOW:

PLAN NO.	MDOT STANDARD PLAN NAME
PAVE-900-H	PAVEMENT MARKING DETAILS
PAVE-901-A	PAVEMENT MARKING RECESSING DETAILS

2. TEMPORARY TRAFFIC CONTROL SHALL BE SET AND ACCORDING TO TRAFFIC SAFETY TYPICALS 101-GEN-SPACING-CHARTS, 102-GEN-NOTES, 132-CLT-1(R)LC-SHIFT, 203-FW-1LC-(R), 204-FW-1LC-(L), WZD-100-A, AND WZD-125-E, UNLESS OTHERWISE DIRECTED BY THE ENGINEER

3. UNDERGROUND UTILITY IDENTIFICATION AND LOCATION: THE CONTRACTOR SHALL CALL MISS DIG (1-800-482-7171 OR 811) A MINIMUM OF THREE WORK DAYS IN ADVANCE OF BEGINNING ANY EXCAVATION. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING UTILITY AGENCIES WITHIN THE PROJECT AREA WHICH DO NOT PARTICIPATE IN THE MISS DIG NOTIFICATION PROGRAM.

MISCELLANEOUS PAY ITEM LIST

THE FOLLOWING PAY ITEMS AND QUANTITIES ITEMS ARE INCLUDED IN THE CONTRACT, BUT SPECIFIC LOCATIONS ARE NOT SHOWN ON THE LOG PLAN SHEETS. THEY SHALL BE COMPLETED AS REQUIRED AND APPLICABLE THROUGHOUT THE PROJECT.

DESCRIPTION	*QUANTITY*	*UNIT*
Reimbursed Permit Fees	2,100	DLR
Mobilization, Max. $55,000.00	1	LSUM
Subgrade Undercutting, Type II	20	CYD
Pavt, Cleaning	1	LSUM
Lane Tie, Epoxy-Anchored	2,200	EACH
Barricade, Type III, High Intensity, Double Sided Lighted, Furn	14	EACH
Barricade, Type III, High Intensity, Double Sided Lighted, Oper	14	EACH
Channelization Device, 42 inch, Fluorescent, Furn	350	EACH
Channelization Device, 42 inch, Fluorescent, Oper	350	EACH
Lighted Arrow, Type C, Furn	4	EACH
Lighted Arrow, Type C, Oper	4	EACH
Minor Traf Devices	1	LSUM
Sign, Type B, Temp, Prismatic, Furn	750	SFT
Sign, Type B, Temp, Prismatic, Oper	750	SFT
Sign, Type B, Temp, Prismatic, Special, Furn	414	SFT
Sign, Type B, Temp, Prismatic, Special, Oper	414	SFT
Traffic Regulator Control	1	LSUM
Slope Restoration, Non-Freeway, Type A	200	SYD

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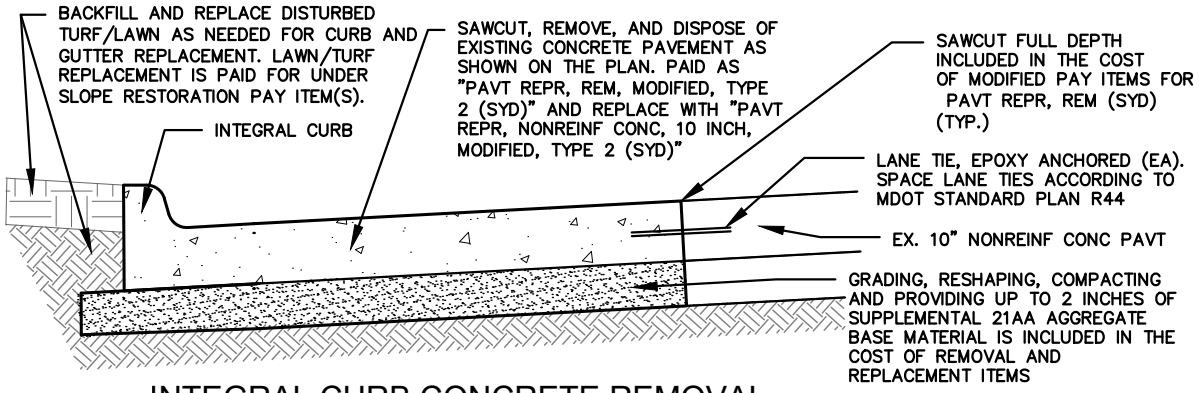
N.T.S.	01-17-25	K. Withrow	I490-01	2 of 24

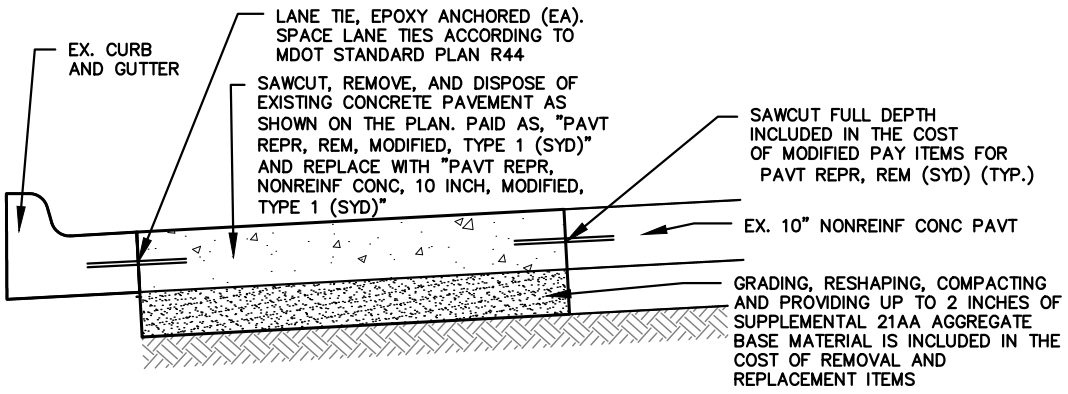
CITY OF BIRMINGHAM -
2025 NHPP SECTIONAL REPAIR PROJECT

GENERAL PLAN DETAILS



INTEGRAL CURB CONCRETE REMOVAL AND REPLACEMENT SECTION

N.T.S.



CONCRETE REMOVAL AND REPLACEMENT SECTION

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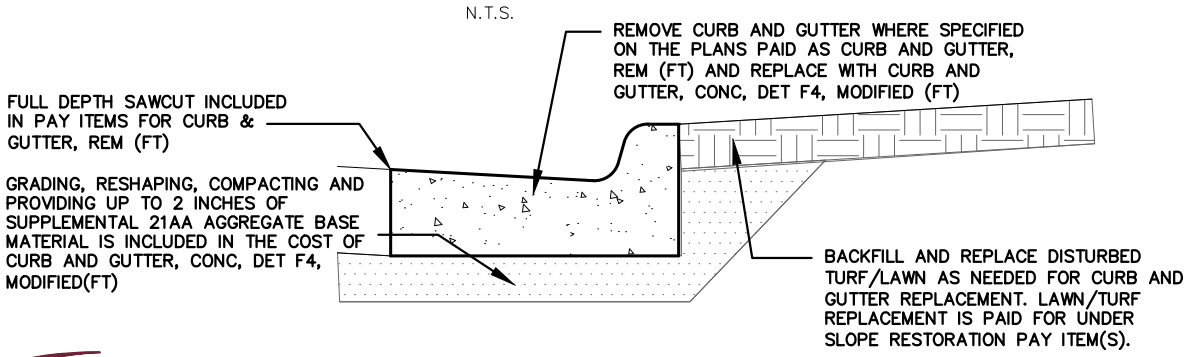

CURB AND GUTTER REMOVAL AND REPLACEMENT DETAIL

N.T.S.

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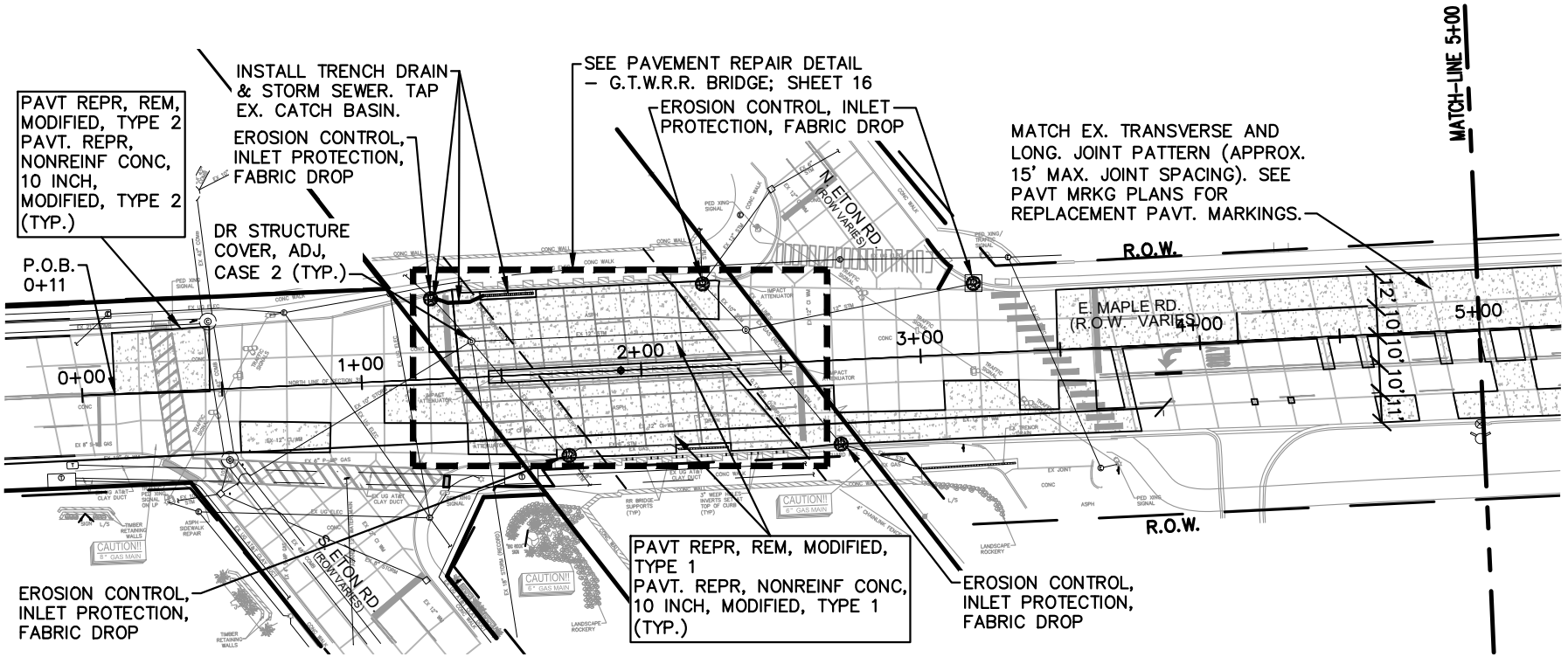
N.T.S.	01-17-25	K. Withrow	I490-01	3 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR PLAN STA. P.O.B. TO 5+00



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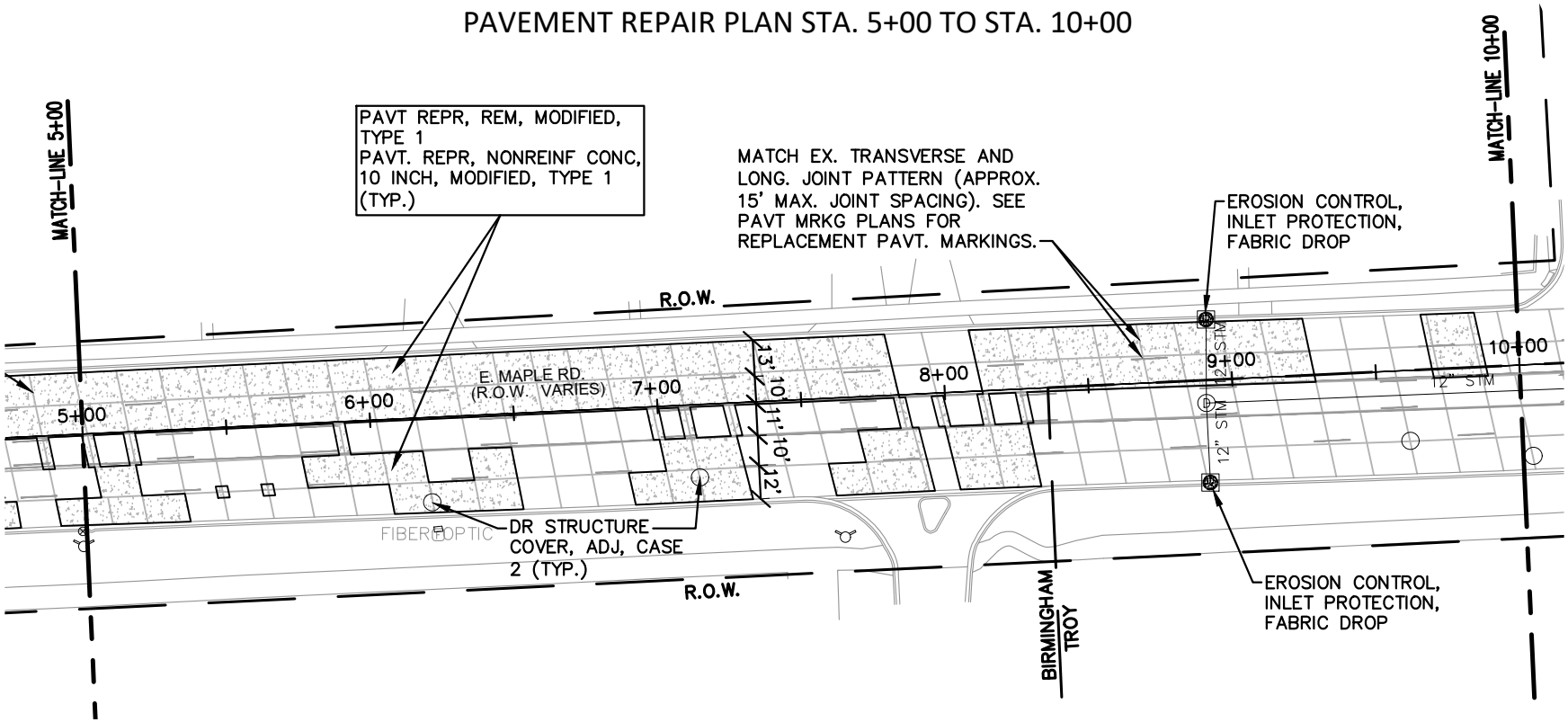
PAVEMENT REPAIR LEGEND

- REMOVE & REPLACE CONC. PAVT, 10"
- REMOVE & REPLACE SIDEWALK, CONC, 4"
- REMOVE & REPLACE CURB & GUTTER
- REMOVE & REPLACE CURB RAMP, CONC, 6"

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	4 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR PLAN STA. 5+00 TO STA. 10+00



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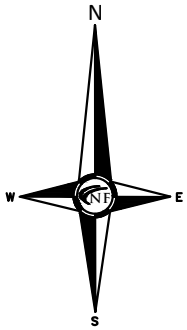


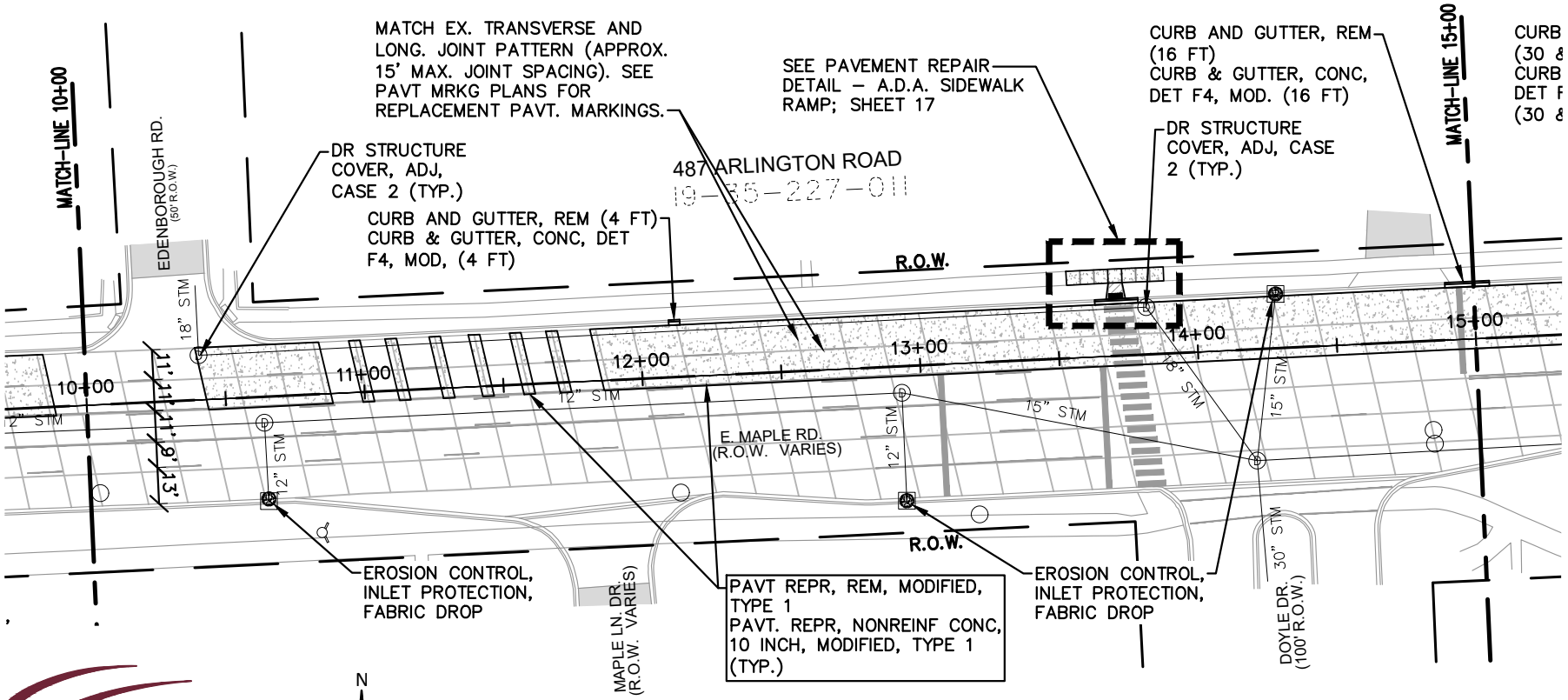
PAVEMENT REPAIR LEGEND

- REMOVE & REPLACE CONC. PAVT, 10"
- REMOVE & REPLACE SIDEWALK, CONC, 4"
- REMOVE & REPLACE CURB & GUTTER
- REMOVE & REPLACE CURB RAMP, CONC, 6"

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	5 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR PLAN STA. 10+00 TO STA. 15+00



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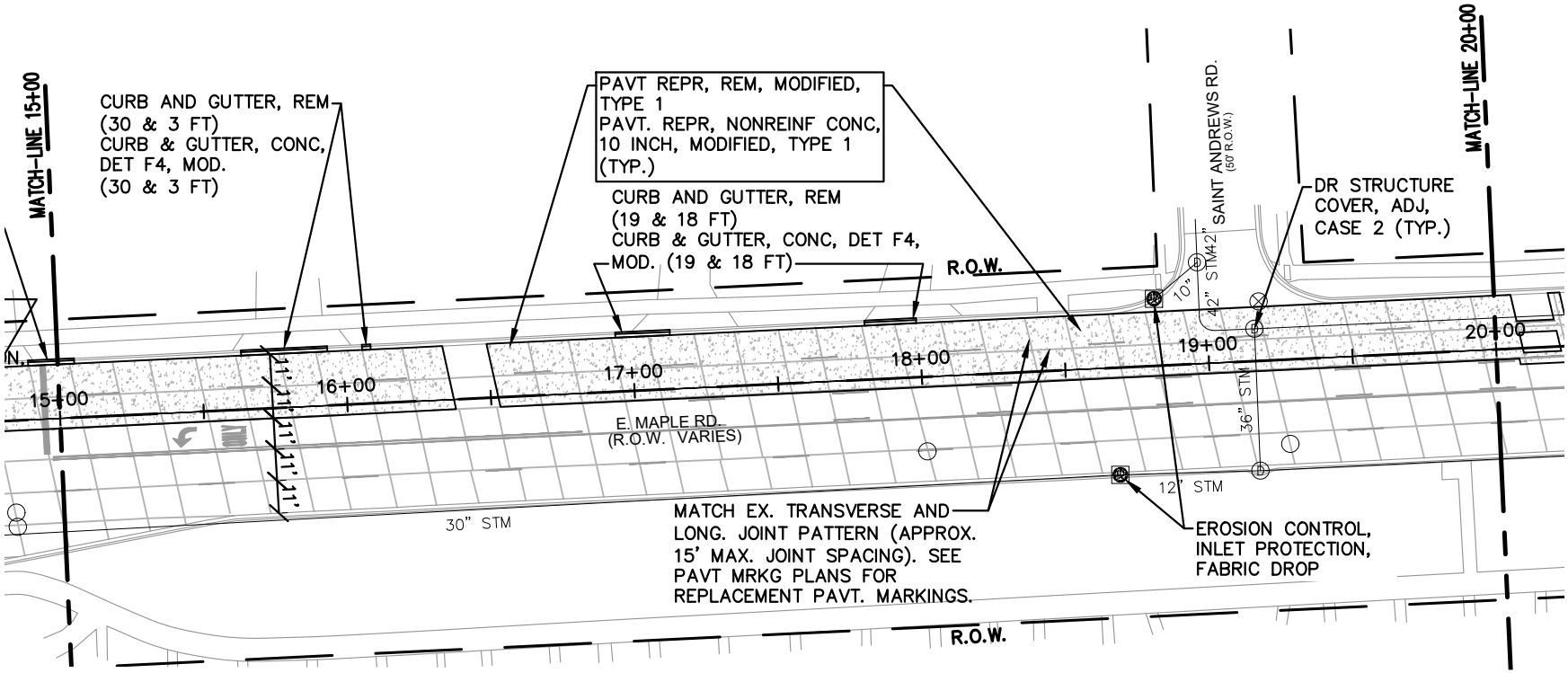
PAVEMENT REPAIR LEGEND

- REMOVE & REPLACE CONC. PAVT, 10"
- REMOVE & REPLACE SIDEWALK, CONC, 4"
- REMOVE & REPLACE CURB & GUTTER
- REMOVE & REPLACE CURB RAMP, CONC, 6"

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	6 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR PLAN STA. 15+00 TO STA. 20+00



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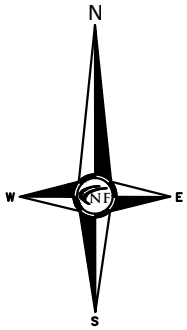

PAVEMENT REPAIR LEGEND

- REMOVE & REPLACE CONC. PAVT, 10"
- REMOVE & REPLACE SIDEWALK, CONC, 4"
- REMOVE & REPLACE CURB & GUTTER
- REMOVE & REPLACE CURB RAMP, CONC, 6"

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	7 of 24

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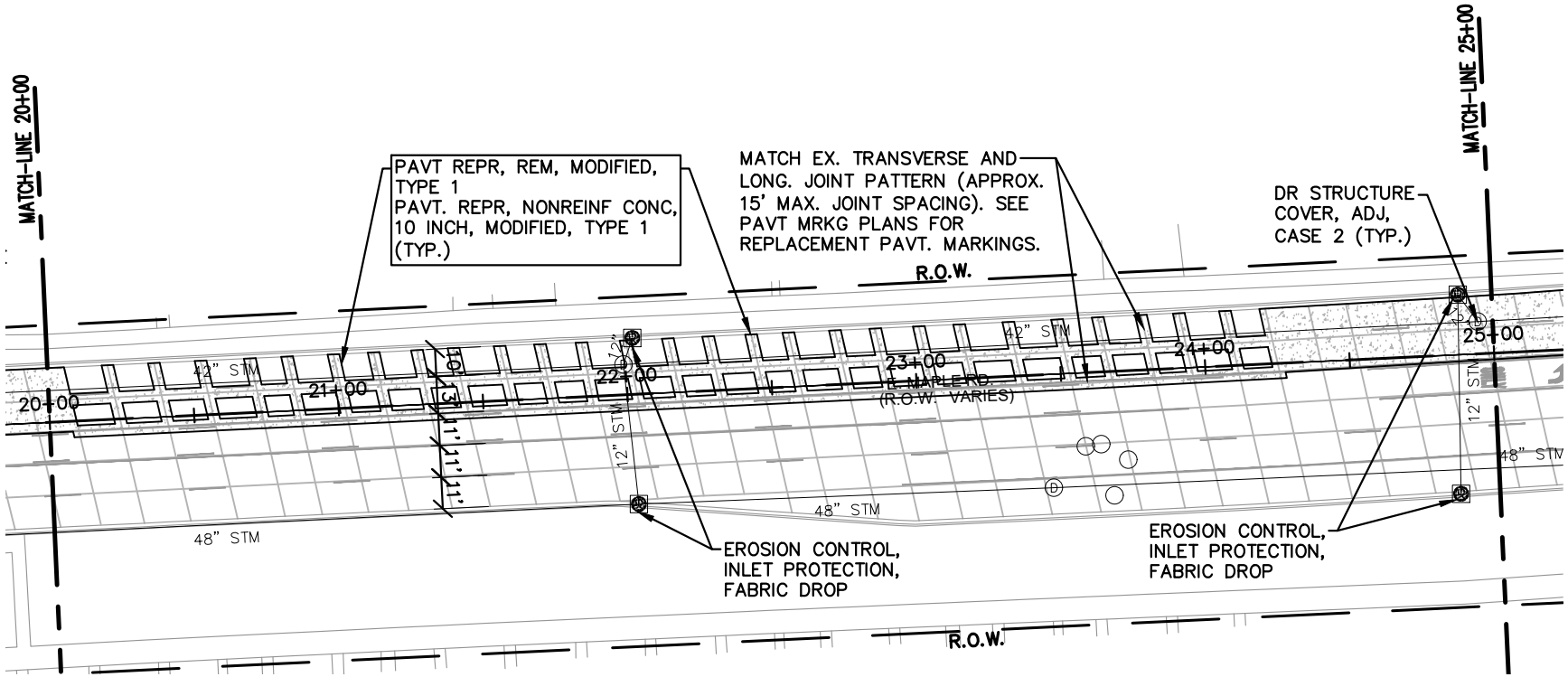
PAVEMENT REPAIR PLAN STA. 20+00 TO STA. 25+00



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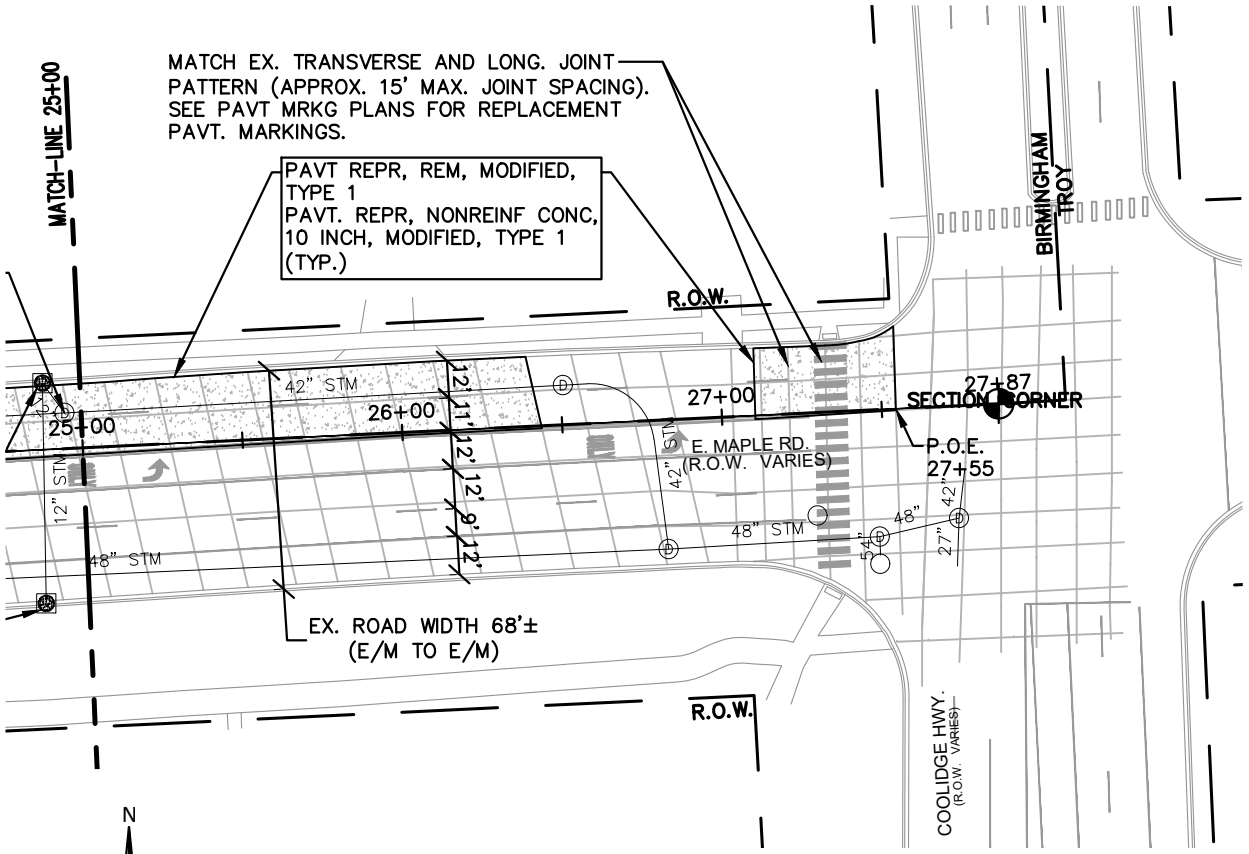
PAVEMENT REPAIR LEGEND

- REMOVE & REPLACE CONC. PAVT, 10"
- REMOVE & REPLACE SIDEWALK, CONC, 4"
- REMOVE & REPLACE CURB & GUTTER
- REMOVE & REPLACE CURB RAMP, CONC, 6"

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	8 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR PLAN STA. 25+00 TO P.O.E.



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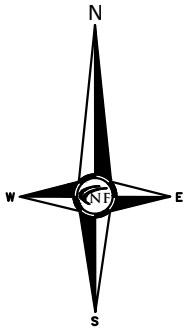

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- REMOVE & REPLACE SIDEWALK, CONC, 4"
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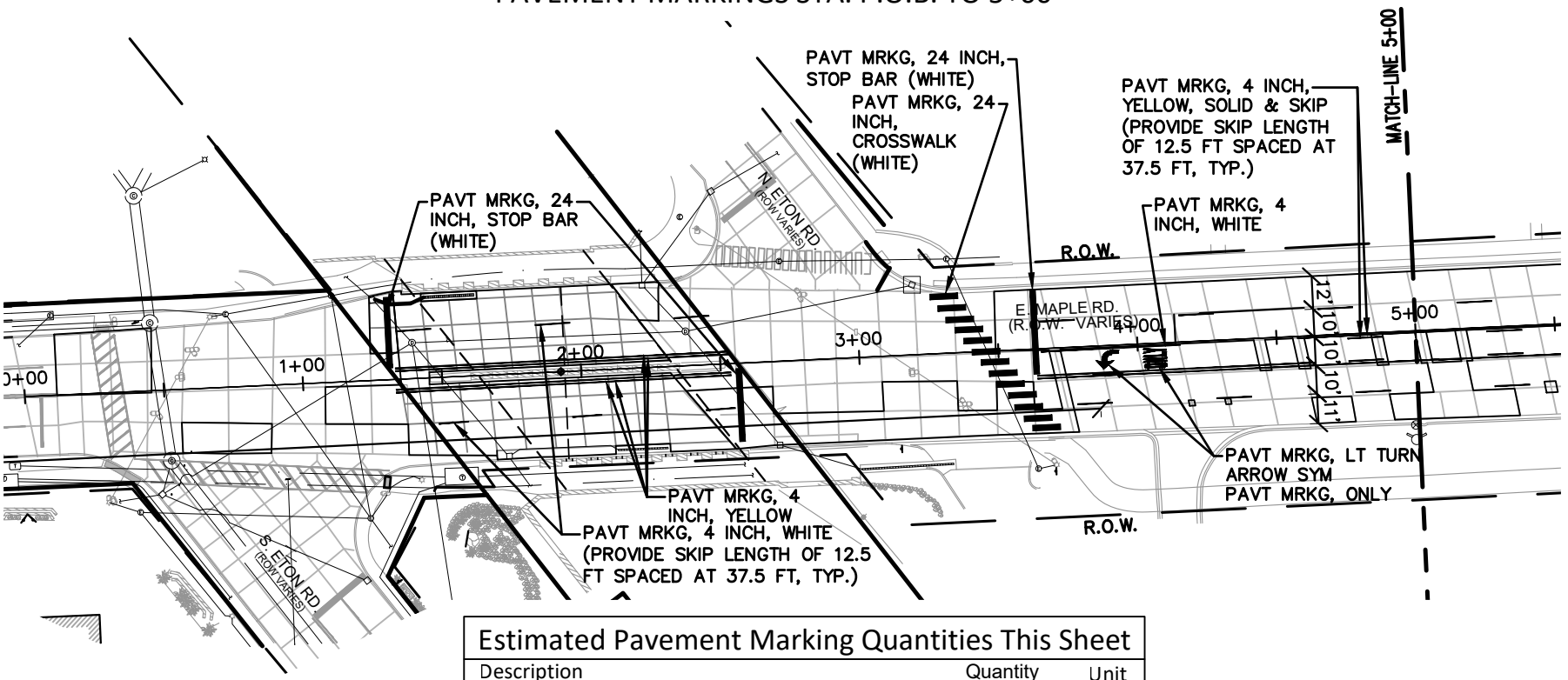
- REMOVE & REPLACE CURB RAMP, CONC, 6"

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	9 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT MARKINGS STA. P.O.B. TO 5+00



Estimated Pavement Marking Quantities This Sheet		
Description	Quantity	Unit
Pavt Mrkg, Polyurea, 4 inch, White	200	FT
Pavt Mrkg, Polyurea, 4 inch, Yellow	785	FT
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	85	FT
Pavt Mrkg, Polyurea, 24 inch, Crosswalk	130	FT
Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	1	EA
Pavt Mrkg, Polyurea, Only	1	EA
Recessing Pavt Mrkg, Longit	985	FT
Recessing Pavt Mrkg, Transv	520	SFT

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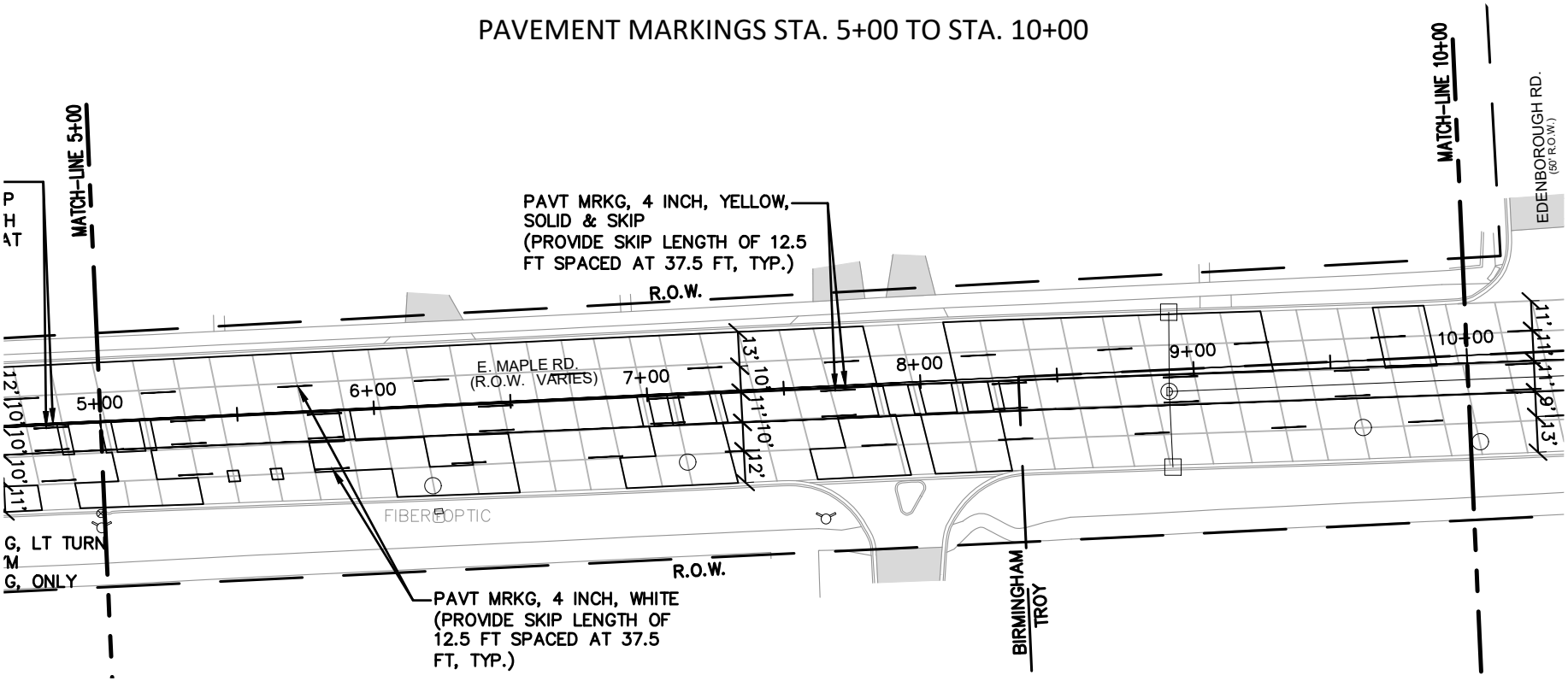
SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	10 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT MARKINGS STA. 5+00 TO STA. 10+00



Estimated Pavement Marking Quantities This Sheet		
Description	Quantity	Unit
Pavt Mrkg, Polyurea, 4 inch, White	250	FT
Pavt Mrkg, Polyurea, 4 inch, Yellow	1200	FT
Recessing Pavt Mrkg, Longit	1450	FT

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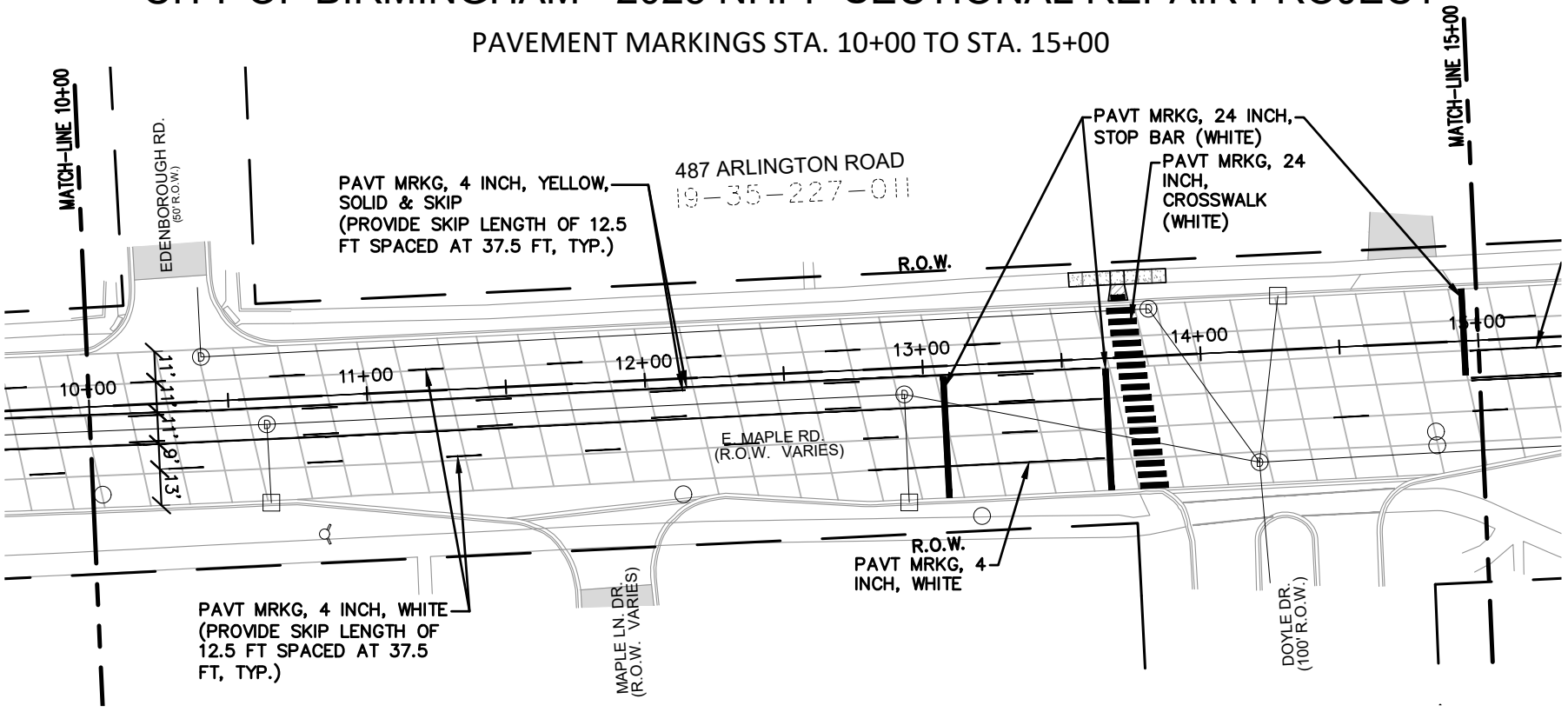
CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT MARKINGS STA. 10+00 TO STA. 15+00



Estimated Pavement Marking Quantities This Sheet		
Description	Quantity	Unit
Pavt Mrkg, Polyurea, 4 inch, White	285	FT
Pavt Mrkg, Polyurea, 4 inch, Yellow	880	FT
Pavt Mrkg, Polyurea, 24 inch, Stop Bar	120	FT
Pavt Mrkg, Polyurea, 24 inch, Crosswalk	170	FT
Recessing Pavt Mrkg, Longit	1165	FT
Recessing Pavt Mrkg, Transv	580	SFT

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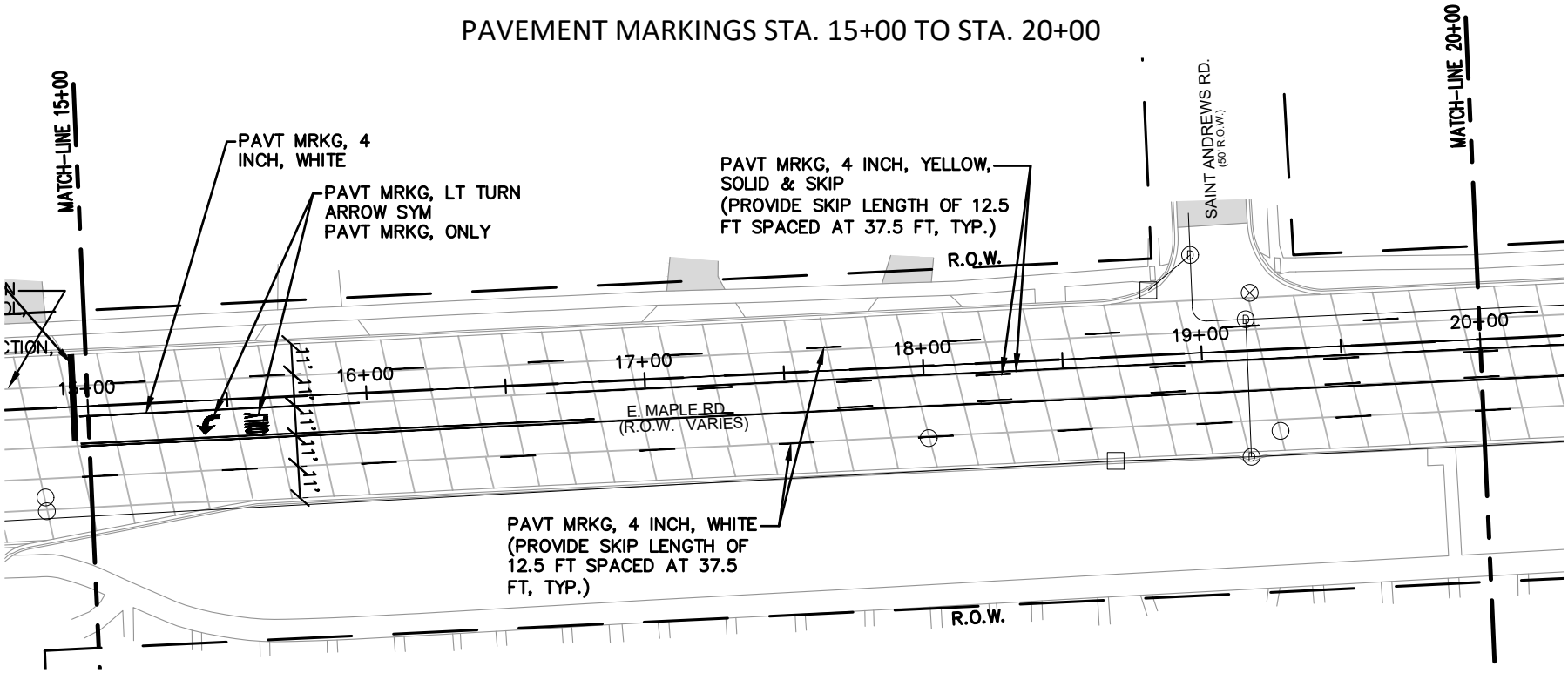
1"=60'	01-17-25	K. Withrow	I490-01	12 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT MARKINGS STA. 15+00 TO STA. 20+00



Estimated Pavement Marking Quantities This Sheet		
Description	Quantity	Unit
Pavt Mrkg, Polyurea, 4 inch, White	350	FT
Pavt Mrkg, Polyurea, 4 inch, Yellow	1145	FT
Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	1	EA
Pavt Mrkg, Polyurea, Only	1	EA
Recessing Pavt Mrkg, Longit	1495	FT
Recessing Pavt Mrkg, Transv	90	SFT

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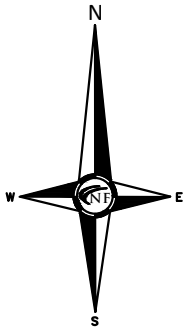

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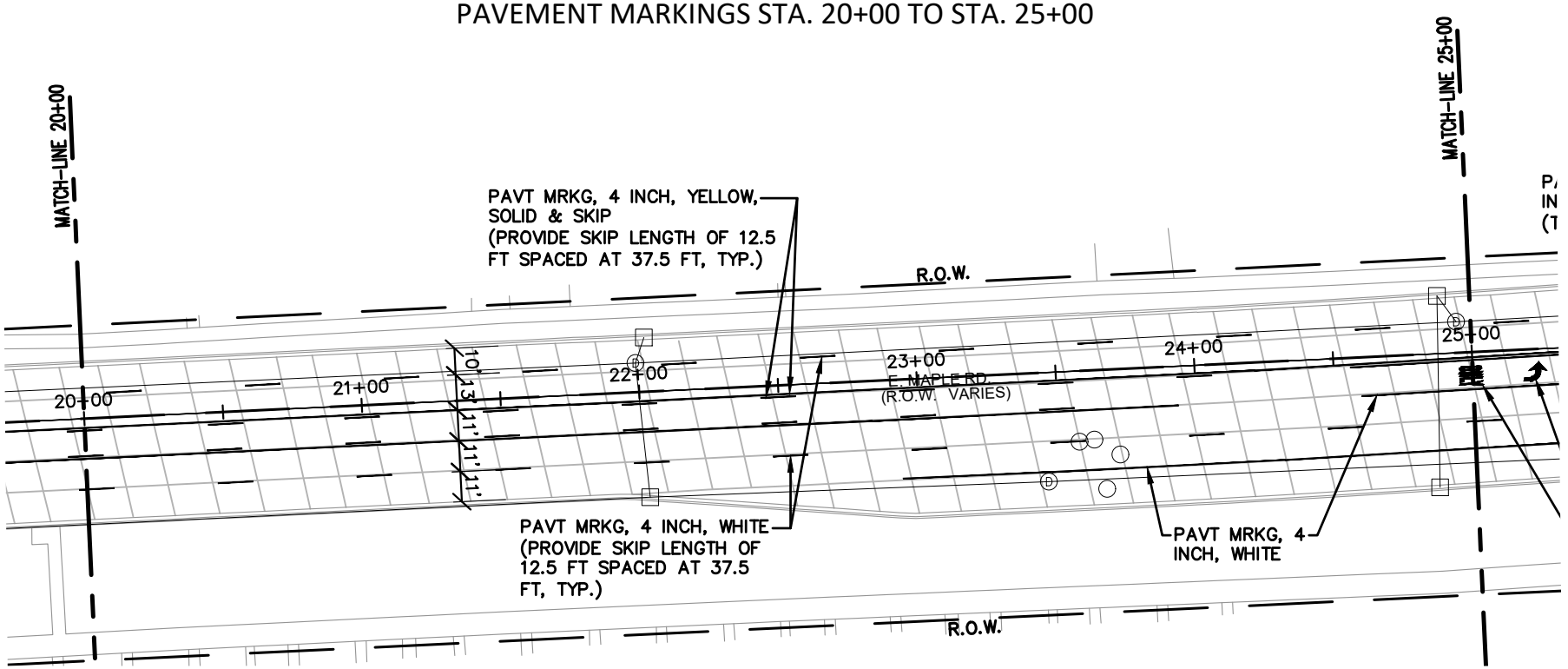
1"=60'	01-17-25	K. Withrow	I490-01	13 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT MARKINGS STA. 20+00 TO STA. 25+00



Estimated Pavement Marking Quantities This Sheet		
Description	Quantity	Unit
Pavt Mrkg, Polyurea, 4 inch, White	500	FT
Pavt Mrkg, Polyurea, 4 inch, Yellow	1150	FT
Recessing Pavt Mrkg, Longit	1650	FT

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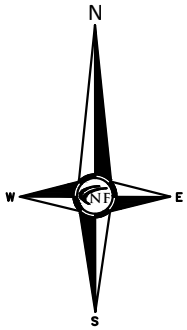

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1"=60'	01-17-25	K. Withrow	I490-01	14 of 24

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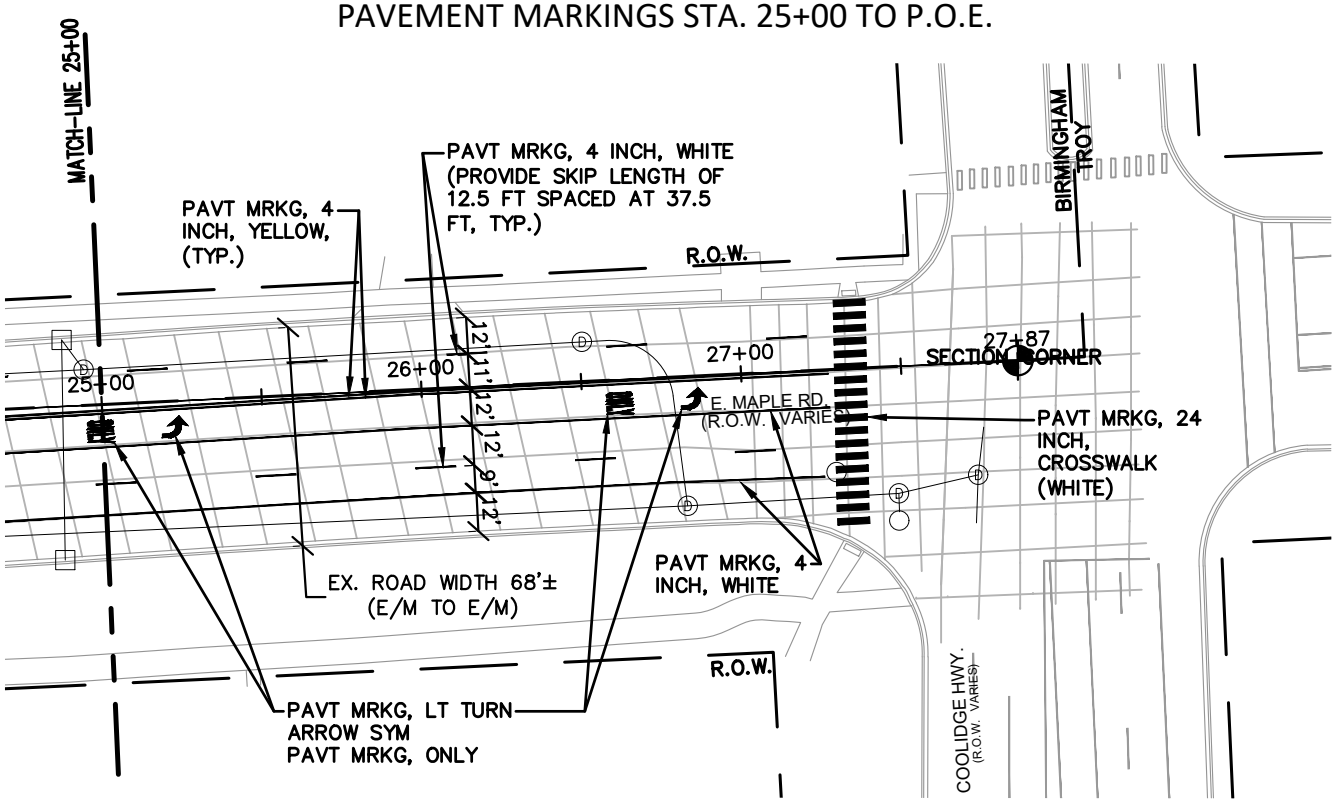
PAVEMENT MARKINGS STA. 25+00 TO P.O.E.



Estimated Pavement Marking Quantities This Sheet		
Description	Quantity	Unit
Pavt Mrkg, Polyurea, 4 inch, White	575	FT
Pavt Mrkg, Polyurea, 4 inch, Yellow	450	FT
Pavt Mrkg, Polyurea, 24 inch, Crosswalk	180	FT
Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	2	EA
Pavt Mrkg, Polyurea, Only	2	EA
Recessing Pavt Mrkg, Longit	1025	EA
Recessing Pavt Mrkg, Transv	540	SFT

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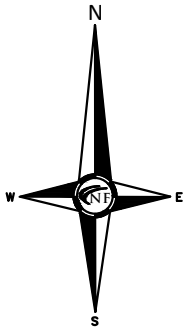
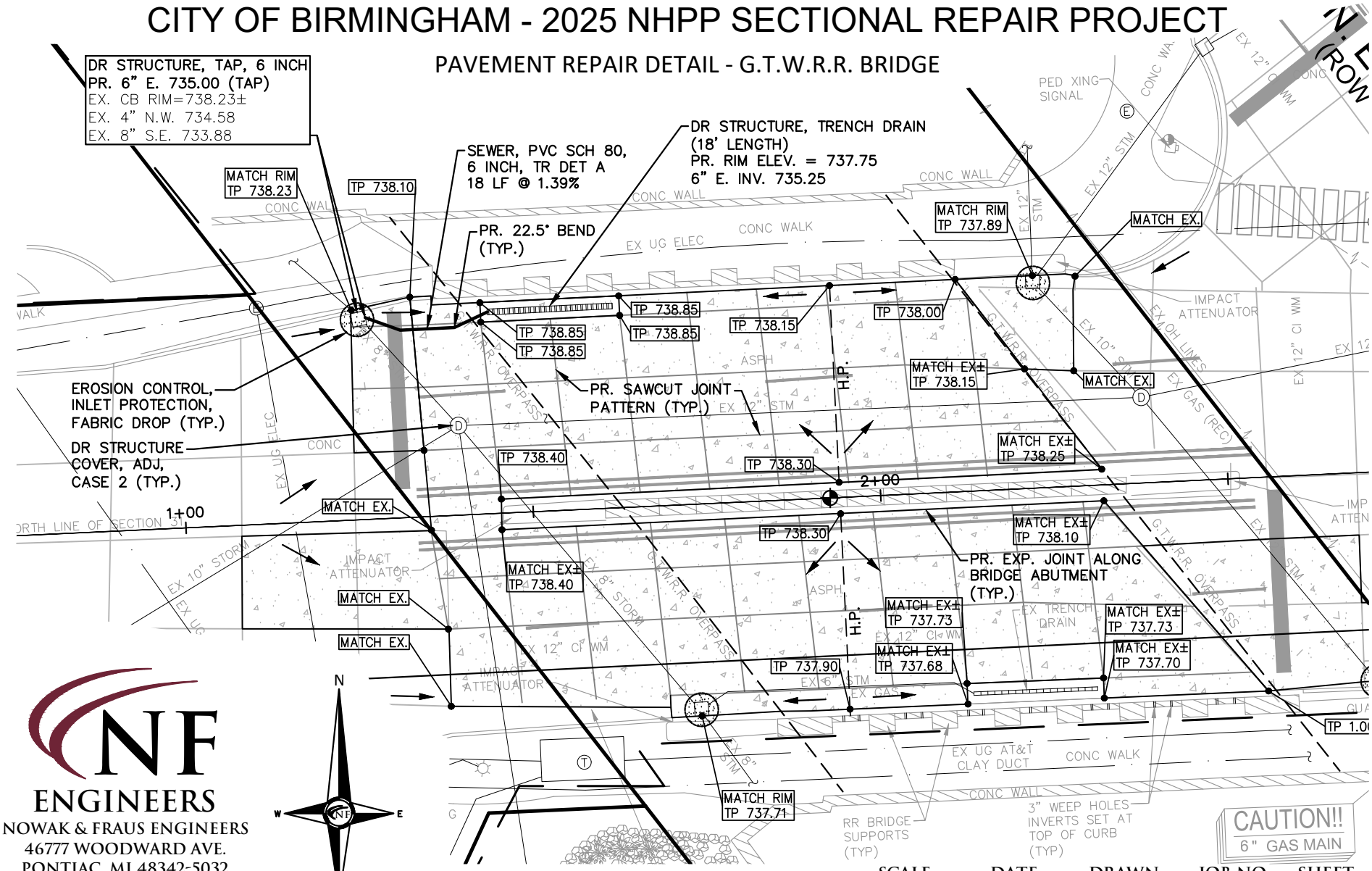


SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	15 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR DETAIL - G.T.W.R.R. BRIDGE



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NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
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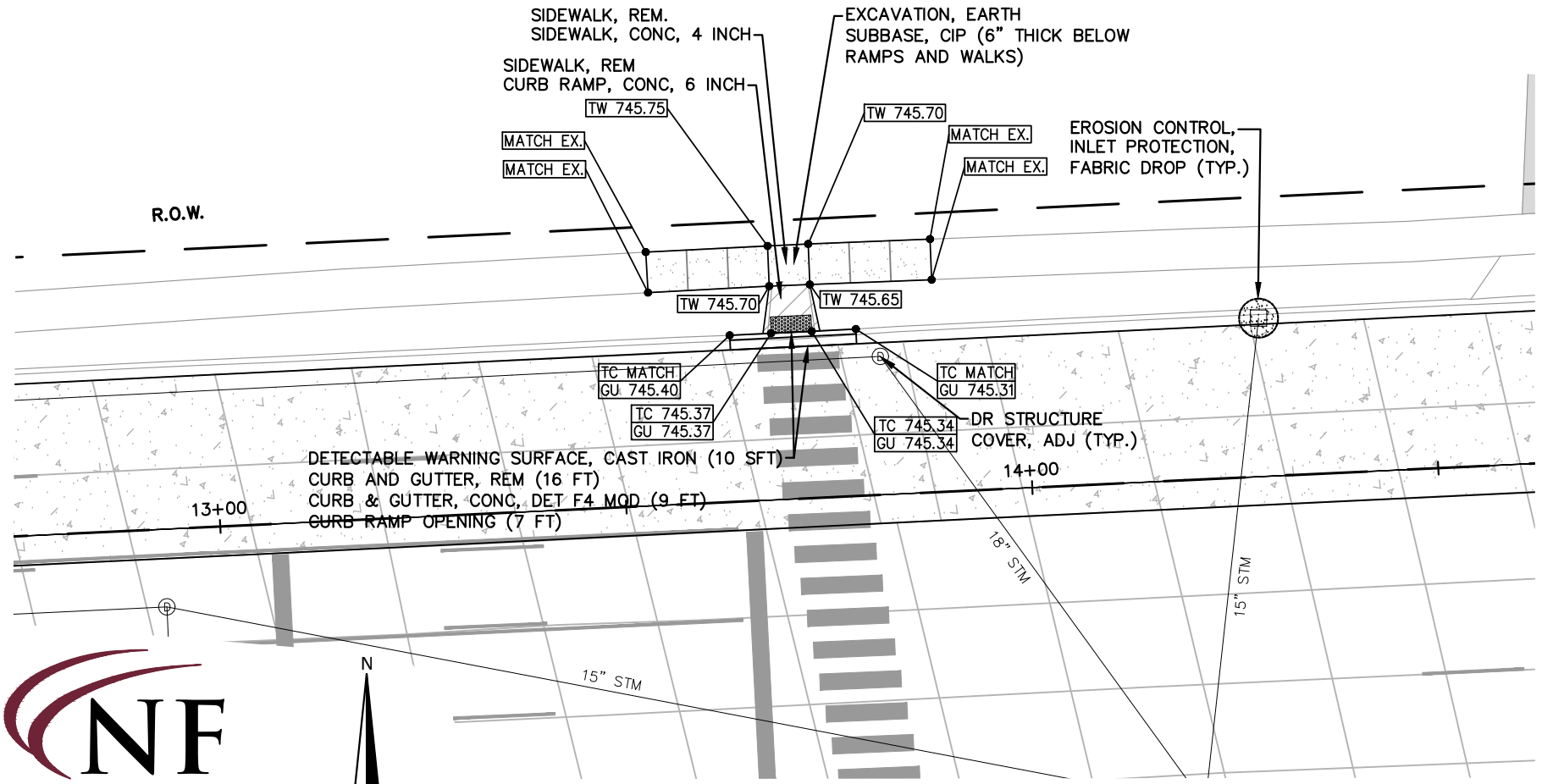
SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=20'	01-17-25	K. Withrow	I490-01	16 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

PAVEMENT REPAIR DETAIL - A.D.A. SIDEWALK RAMP



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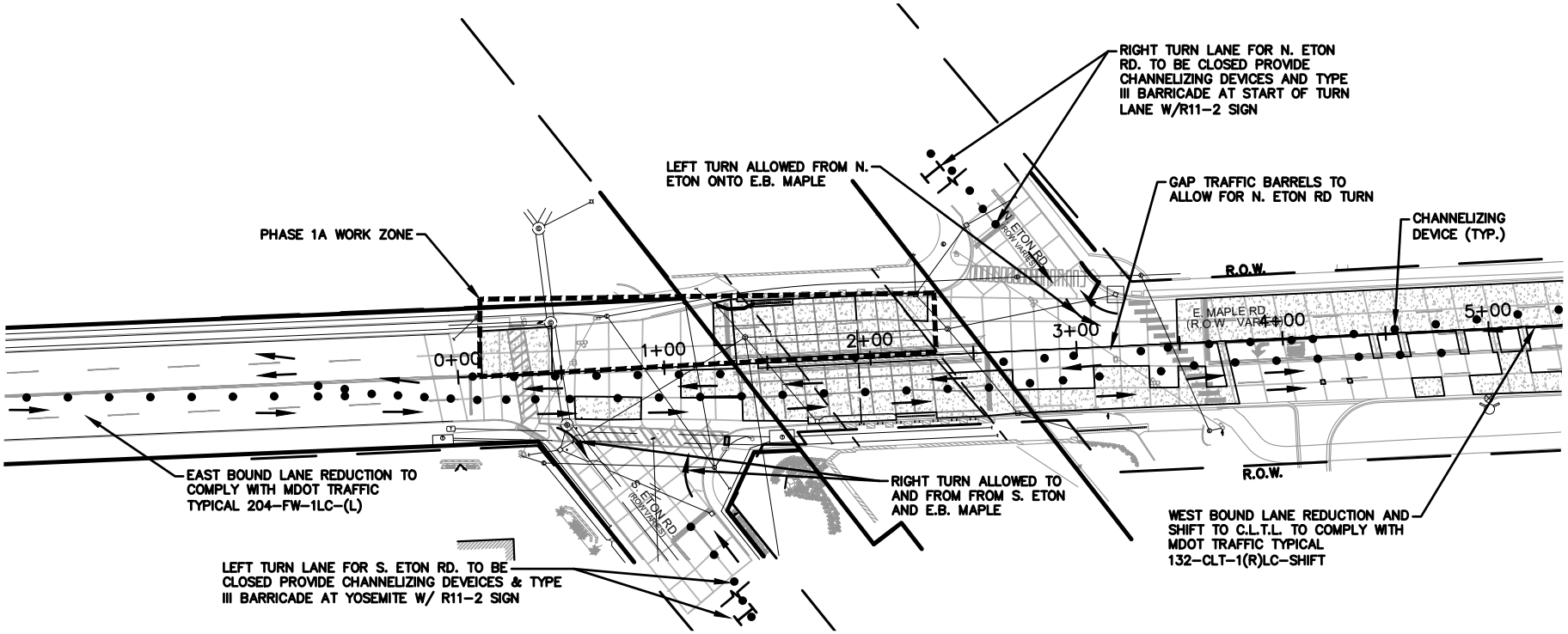
SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=20'	01-17-25	K. Withrow	I490-01	17 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 1A



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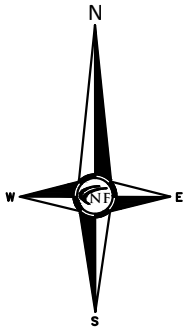




30" X 30"
R3-2
BLACK LEGEND ON ORANGE BACKGROUND

30" X 30"
R3-1
BLACK LEGEND ON ORANGE BACKGROUND

SYMBOL KEY

- → INDICATES ALLOWABLE TRAFFIC PATTERN
- • INDICATES CHANNELIZING DEVICE

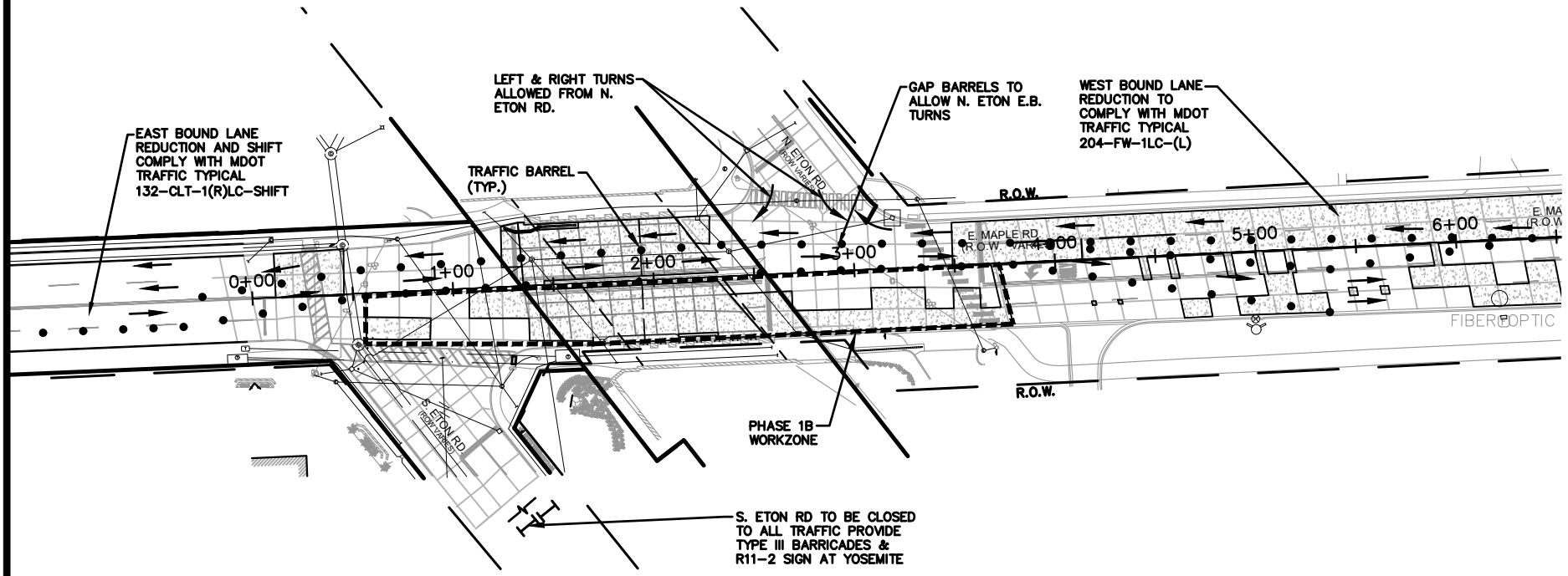
PHASE 1A NOTES:

1. ALL OVERHEAD DIRECTIONAL SIGNS ON R.R. BRIDGE SHALL BE TEMPORARILY BAGGED.
2. PROVIDE R3-2 SIGNS TO PREVENT LEFT TURNS ONTO NORTH & SOUTH ETON RD.
3. REFER TO DETOUR & AWS DIAGRAM FOR REQUIRED DETOUR ROUTES TO BE IMPLEMENTED DURING PHASE.

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=60'	01-17-25	K. Withrow	I490-01	18 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 1B



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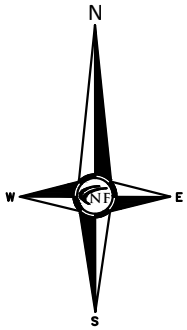




30" X 30"
R3-2
BLACK LEGEND ON ORANGE BACKGROUND

30" X 30"
R3-1
BLACK LEGEND ON ORANGE BACKGROUND

SYMBOL KEY

- → INDICATES ALLOWABLE TRAFFIC PATTERN
- • INDICATES CHANNELIZING DEVICE

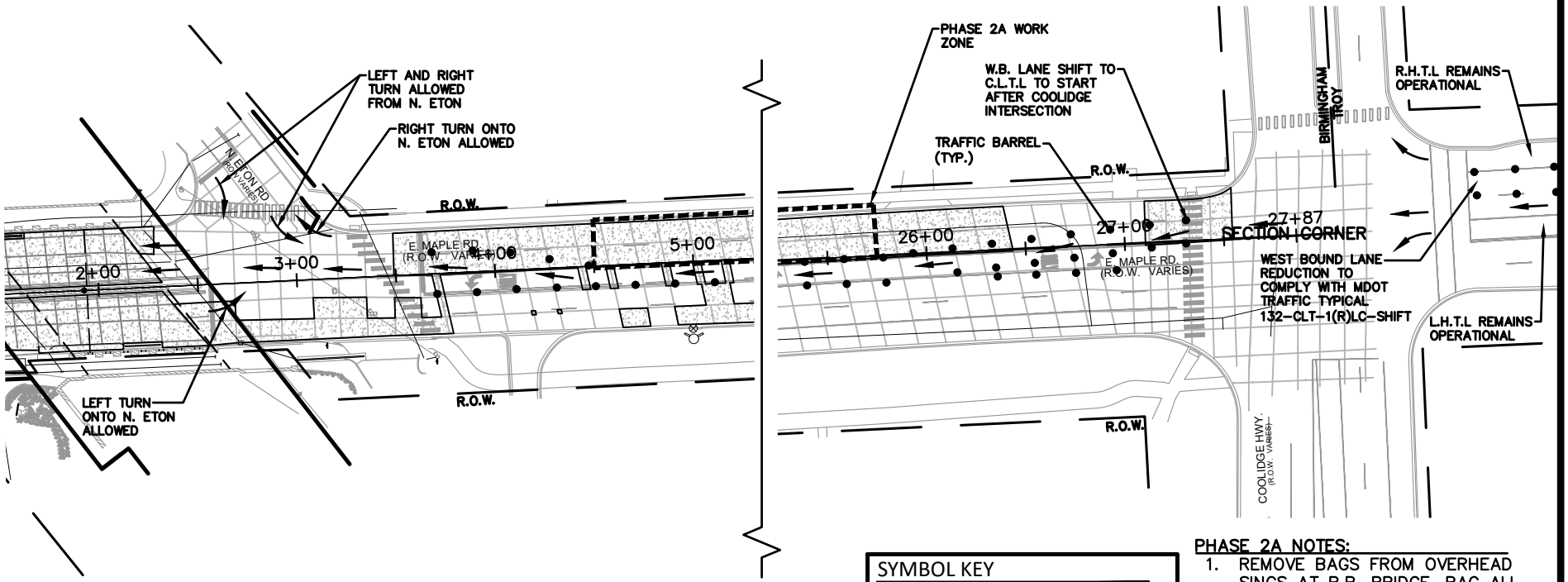
PHASE 1B NOTES:

1. ALL OVERHEAD DIRECTIONAL SIGNS ON R.R. BRIDGE SHALL BE TEMPORARILY BAGGED.
2. PROVIDE R3-1 SIGNS TO PREVENT RIGHTS TURNS ONTO S. ETON RD. AND R3-2 SIGNS TO PREVENT LEFT TURNS ONTO N. & S. ETON RD.
3. REFER TO DETOUR & AWS DIAGRAM FOR REQUIRED DETOUR ROUTES TO BE IMPLEMENTED DURING PHASE.

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	01-17-25	K. Withrow	I490-01	19 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 2A



SYMBOL KEY

- INDICATES ALLOWABLE TRAFFIC PATTERN
- INDICATES CHANNELIZING DEVICE

PHASE 2A NOTES:

1. REMOVE BAGS FROM OVERHEAD SINGS AT R.R. BRIDGE. BAG ALL C.L.T.L SIGNS.
2. PROVIDE R3-2 SIGNS TO PREVENT LEFT TURNS FOR E.B. & W.B. TRAFFIC ON MAPLE ROAD AND AT COMMERCIAL DRIVEWAYS ON S. SIDE OF MAPLE.
3. PROVIDE R3-1 SIGNS TO PREVENT RIGHT TURNS FOR WEST-BOUND TRAFFIC.
4. GAP WORK TO ALLOW ACCESS TO RESIDENTIAL PARCELS ON N. SIDE OF MAPLE RD.



30" X 30"
R3-2
BLACK LEGEND ON ORANGE BACKGROUND



30" X 30"
R3-1
BLACK LEGEND ON ORANGE BACKGROUND

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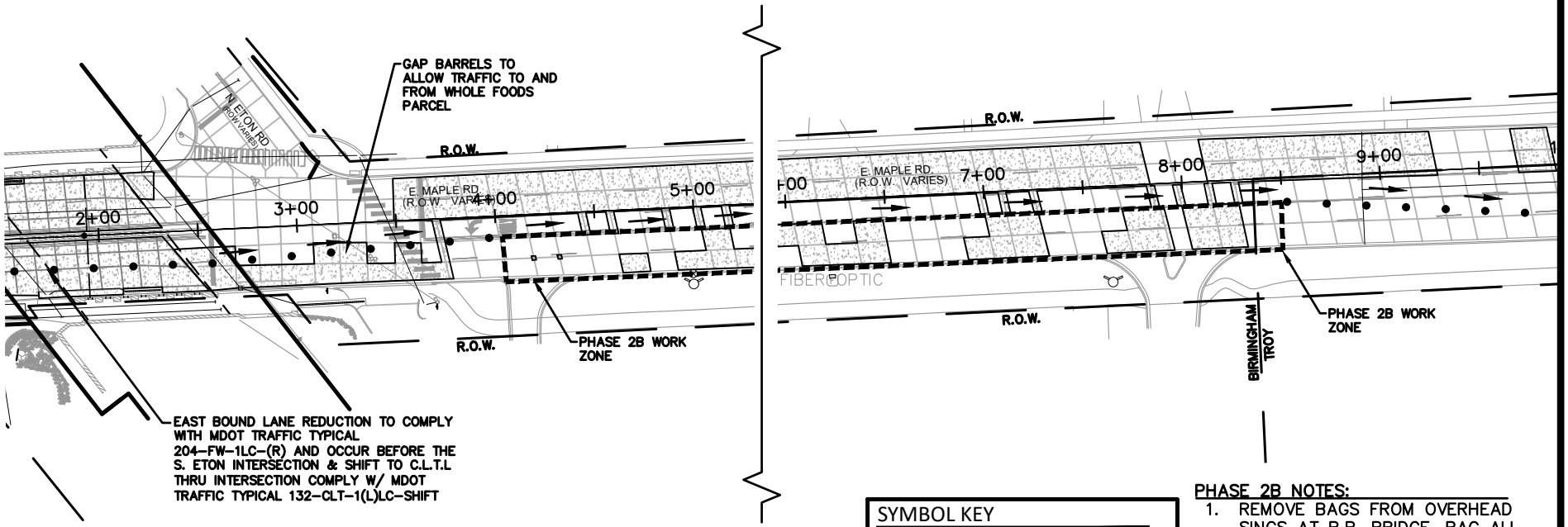
SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	01-17-25	K. Withrow	I490-01	20 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

MAINTENANCE OF TRAFFIC DIAGRAM - PHASE 2B



SYMBOL KEY

- INDICATES ALLOWABLE TRAFFIC PATTERN
- INDICATES CHANNELIZING DEVICE

PHASE 2B NOTES:

1. REMOVE BAGS FROM OVERHEAD SINGS AT R.R. BRIDGE. BAG ALL C.L.T.L SIGNS.
2. PROVIDE R3–2 SIGNS TO PREVENT LEFT TURNS FOR E.B. & W.B. TRAFFIC.
3. PROVIDE R3–1 SIGNS TO PREVENT RIGHT TURNS FOR E.B. TRAFFIC.
4. GAP WORK TO ALLOW ONE RIGHT TURN EGRESS FROM WHOLE FOODS PARCEL AT ANY GIVEN TIME.



30" X 30"
R3–2
BLACK LEGEND ON ORANGE BACKGROUND



30" X 30"
R3–1
BLACK LEGEND ON ORANGE BACKGROUND

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N W E S

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	01-17-25	K. Withrow	I490-01	21 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

DETOUR & ADVANCED WARNING SIGNAGE
DIAGRAM - PHASE 1A

W.B. MAPLE ROAD CLOSED FROM ETON RD. FOLLOW DETOUR

36" x 72" ADVANCE WARNING SIGN "A1" BLACK LEGEND ON ORANGE BACKGROUND

W.B. MAPLE RD. CLOSED FROM ETON RD.SEEK ALTERNATE ROUTE

36" x 72" ADVANCE WARNING SIGN "A2" BLACK LEGEND ON ORANGE BACKGROUND

DETOUR

30" x 30" ADVANCE WARNING SIGN "B" BLACK LEGEND ON ORANGE BACKGROUND

END DETOUR

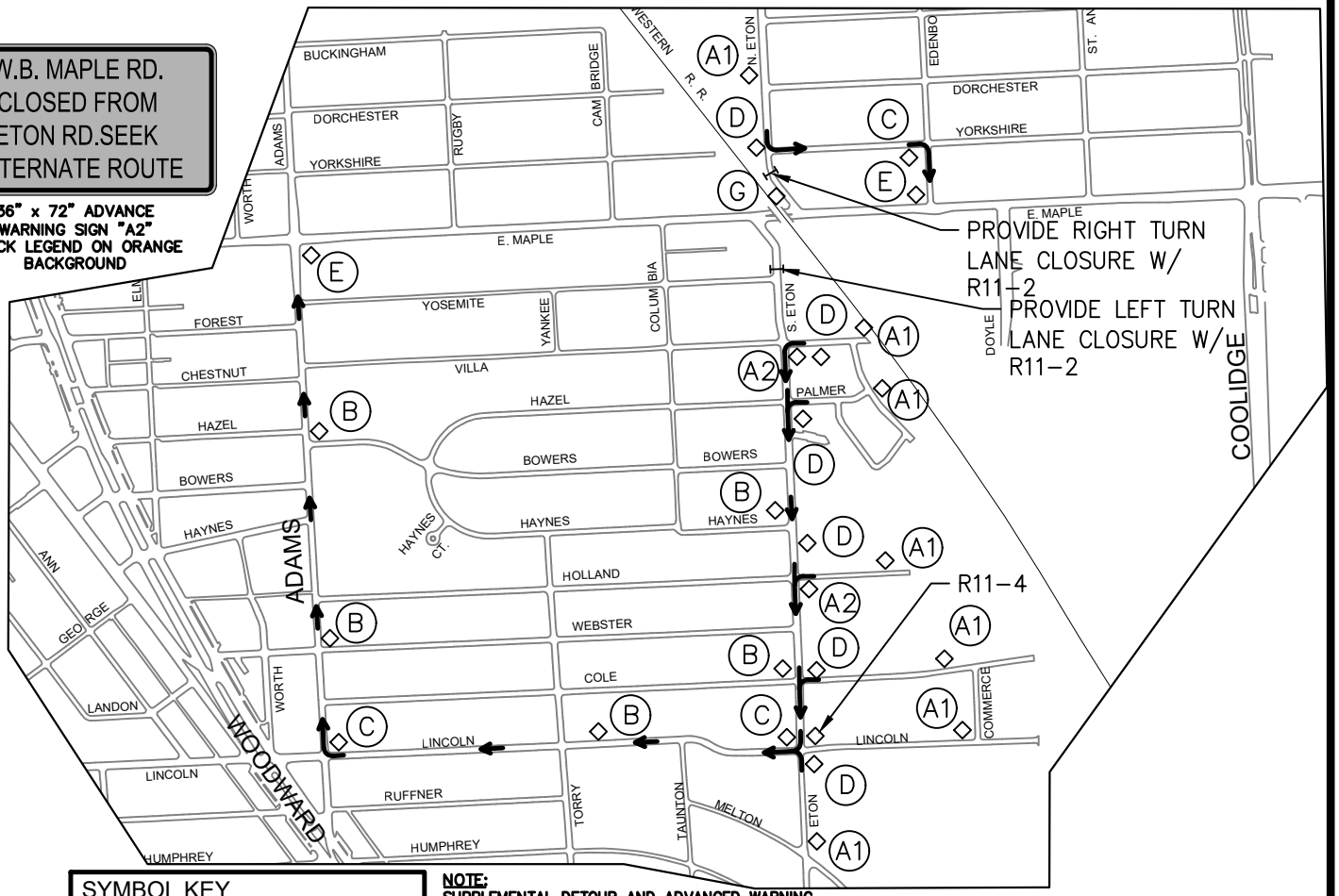
24" x 18" ADVANCE WARNING SIGN "E" BLACK LEGEND ON ORANGE BACKGROUND

DETOUR

30" x 30" ADVANCE WARNING SIGN "D" BLACK LEGEND ON ORANGE BACKGROUND

DETOUR

30" x 30" ADVANCE WARNING SIGN "C" BLACK LEGEND ON ORANGE BACKGROUND



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FAX. (248) 332-8257

N W E S

SYMBOL KEY

- SUPPLEMENTAL DETOUR OR ADVANCED WARNING SIGN
- DETOUR ROUTE
- TYPE III BARRICADE
- R11-2 60"x30" - "ROAD CLOSED"
- R11-4 60"x30" - "ROAD CLOSED TO THRU TRAFFIC"

NOTE;
SUPPLEMENTAL DETOUR AND ADVANCED WARNING SIGNS, AND TYPE III BARRICADES, SHALL BE PAID FOR UNDER THE APPLICABLE CONTRACT PAY ITEMS:
- **"SIGN, TYPE B, TEMP, PRISMATIC"**
- **"BARRICADE, TYPE III, HIGH INTENSITY, LIGHTED"**

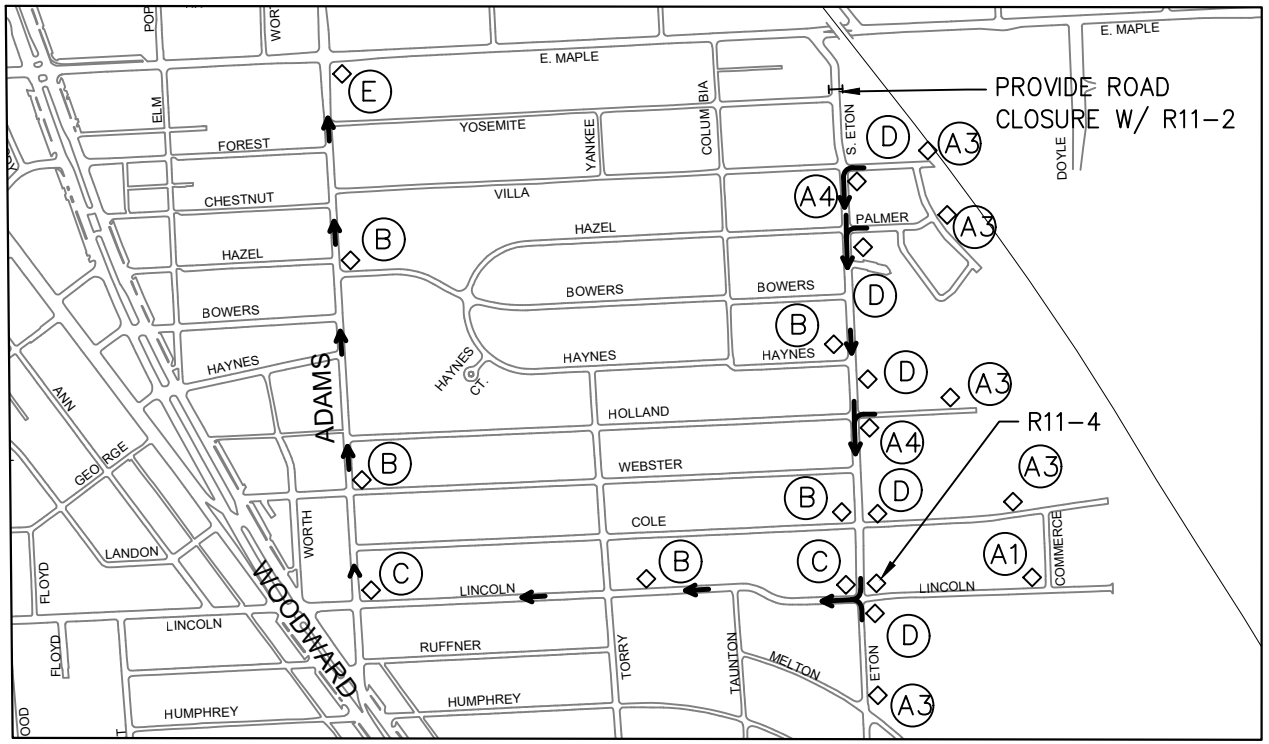
SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	01-17-25	K. Withrow	I490-01	22 of 24

CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

DETOUR & ADVANCED WARNING SIGNAGE DIAGRAM - PHASE 1B

SYMBOL KEY

- SUPPLEMENTAL DETOUR OR ADVANCED WARNING SIGN
- DETOUR ROUTE
- TYPE III BARRICADE
- R11-2 60"x30" - "ROAD CLOSED"
- R11-4 60"x30" - "ROAD CLOSED TO THRU TRAFFIC"
- W20-1 36"x36" - "ROAD WORK AHEAD"



ETON CLOSED AHEAD MAPLE RD. TRAFFIC FOLLOW DETOUR

36" x 72" ADVANCE WARNING SIGN "A3" BLACK LEGEND ON ORANGE BACKGROUND

ETON CLOSED AHEAD MAPLE TRAFFIC SEEK ALTERNATE ROUTE

36" x 72" ADVANCE WARNING SIGN "A4" BLACK LEGEND ON ORANGE BACKGROUND

DETOUR ↑

30" x 30" ADVANCE WARNING SIGN "B" BLACK LEGEND ON ORANGE BACKGROUND

DETOUR →

30" x 30" ADVANCE WARNING SIGN "C" BLACK LEGEND ON ORANGE BACKGROUND

DETOUR ←

30" x 30" ADVANCE WARNING SIGN "D" BLACK LEGEND ON ORANGE BACKGROUND

END DETOUR

24" x 18" ADVANCE WARNING SIGN "E" BLACK LEGEND ON ORANGE BACKGROUND

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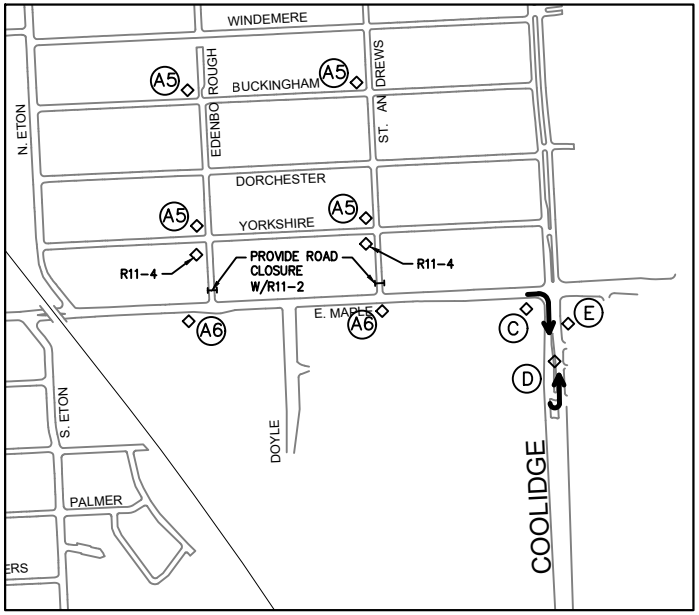
N W E S

SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	01-17-25	K. Withrow	I490-01	23 of 24

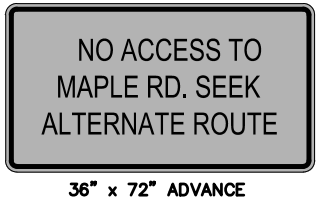
CITY OF BIRMINGHAM - 2025 NHPP SECTIONAL REPAIR PROJECT

DETOUR & ADVANCED WARNING SIGNAGE DIAGRAM - PHASE 2A

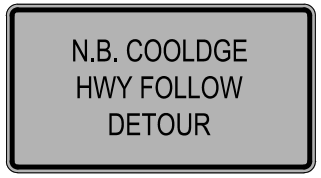


SYMBOL KEY

- SUPPLEMENTAL DETOUR OR ADVANCED WARNING SIGN
- DETOUR ROUTE
- TYPE III BARRICADE
- R11-2 60"x30" - "ROAD CLOSED"
- R11-4 60"x30" - "ROAD CLOSED TO THRU TRAFFIC"



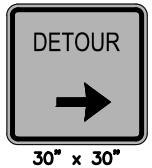
36" x 72" ADVANCE WARNING SIGN "A5" BLACK LEGEND ON ORANGE BACKGROUND



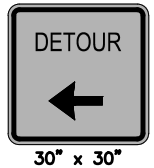
36" x 72" ADVANCE WARNING SIGN "A6" BLACK LEGEND ON ORANGE BACKGROUND



30" x 30" ADVANCE WARNING SIGN "B" BLACK LEGEND ON ORANGE BACKGROUND



30" x 30" ADVANCE WARNING SIGN "C" BLACK LEGEND ON ORANGE BACKGROUND



30" x 30" ADVANCE WARNING SIGN "D" BLACK LEGEND ON ORANGE BACKGROUND



24" x 18" ADVANCE WARNING SIGN "E" BLACK LEGEND ON ORANGE BACKGROUND

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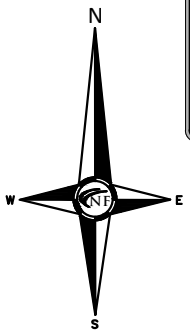


SCALE	DATE	DRAWN	JOB NO.	SHEET
1"=80'	01-17-25	K. Withrow	I490-01	24 of 24

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Department of Public Services

DATE: April 15, 2025

TO: Jana L. Ecker, City Manager

FROM: Brendan McGaughey, Forestry and Environment Foreman
Scott Zielinski, Director of Public Services

SUBJECT: 2025-2027 Landscape Bed Maintenance Services

INTRODUCTION:
The Department of Public Services (DPS) maintains 28 locations serviced under this contract, including select parks (Booth Park, Martha Baldwin Park, etc.), City properties (Hunter Tank, Fire Station #1 and #2), and major road streetscapes and median beds (Woodward "Enhanced" median area between Brown and Oakland, median beds on Maple at Baldwin, Lake Park and Pierce, etc.) through the use of a contractor. The contractor is responsible for spring and fall clean ups, a seasonal mulch application, and 12 weeding and perennial deadheading visits throughout the season at these locations. The Request for Proposals (RFP) for these services was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. Sealed bids for these services were opened on Tuesday, March 25, 2025.

BACKGROUND:
The City has used a contractor for assistance with landscape bed maintenance services around the City since 2018.

Four (4) bidders responded to the request for proposals. The results of the sealed bids are shown in the table below:

Company	2025 Total	2026 Total	2027 Total	Grand Total	Additional All Inclusive Labor Hour Price & Mulch Removal Hourly Price
Teddy's Landscape	$94,500.00	$94,500.00	$94,500.00	$283,350.00	$65/HR, $85/HR
Matice Landscaping	$358,600.00	$376,530.00	$395,357.00	$1,130,487.00	$70/HR, $70/HR
Springer Landscape, Inc.	$80,248.00	$81,853.00	$83,491.00	$245,592.00	$40/HR, $60/HR
Russell Landscaping, Inc.	**$76,315.00**	**$78,622.50**	**$81,010.00**	**As Read: $235,948.50 Actual: $235,947.50**	**$65/HR, $85/HR**

Russell Landscaping, Inc. was the as read low bid. The DPS reviewed references provided for municipal and commercial clients, all were positive reviews. DPS staff visited their nearest yard location in Troy to inspect equipment and the scale of the company. Based on the review of references and the facility in Troy, the City is confident they are able to perform all of the services as requested.

Superior Scape, Inc., who has held the two previous contracts with the City, elected not to submit a bid for this contract as the company owner retired and they are reassessing their future workload.

The proposal also includes an all-inclusive rate per hour (labor, equipment, and debris removal) to perform additional landscape bed maintenance services for areas not listed as part of the planned contract, which Russell Landscaping quoted at $65/hour. Also, an all-inclusive rate for removal of mulch in specified locations upon the City's request, which is a separate rate as it can generate a much larger quantity of debris removal, was quoted at $85/hour by Russell Landscaping. These rates are in the event the City requires additional or emergent landscape maintenance services during the 3-year contract, pricing is already firmly established.

LEGAL REVIEW:
The City Attorney has completed a review of this contract agreement and has no objection with form or content.

FISCAL IMPACT:
This project was included in the 2024-2025 approved budget from the following accounts, $27,754 from the Major Streets-Other Contractual Services account (202.0-449.003-937.0400), $6,932 from the Property Maintenance-Other Contractual Services account (101.0-441.003-811.0000), $41,629 from the Parks-Other Contractual Services account (101.1-751.000-811.0000). Funding in future years will be budgeted as appropriate using the same accounts.

The total base bid for 3 years of landscape bed maintenance services at all of these properties is $235,947.50. There is an option for a 2-year renewal if the City decides to extend the contract using pricing after 2027 using the 2027 rate.

PUBLIC COMMUNICATIONS:
None.

SUSTAINABILITY:
The landscape beds maintained by the contractor consist of bulbs, shrubs, perennials and trees. Some of these areas were previously planted with annual flowers, but they have since been removed and replaced with perennials as part of the Department of Public Services ongoing sustainability practices.

Russell Landscape intends to only use mechanical removal, or hand pulling, of weeds and does not plan to use any herbicide for weed control. This achieves a goal of the Birmingham Green Healthy Climate Plan and the City's sustainability efforts of reduced pesticide usage.

DESIGN CONSIDERATIONS:

When determining landscape beds to be maintained by a contractor, the City is more inclined to choose locations further from DPS so City staff can work more efficiently. Landscape beds in difficult locations or adjacent to heavy traffic on major roads were included as part of the contract.

SUMMARY:
DPS staff reviewed and selected approximately 28 locations for this contract and solicited RFPs through MITN. City staff reviewed contractors provided references, completed projects similar in

size and scope, and anticipated timeline for the project, in addition to cost. After reviewing all submitted materials, the Department of Public Services recommends awarding the 2025-2027 Landscape Bed Maintenance Services to Russell Landscaping, Inc., which is the lowest responsive bidder for the project.

ATTACHMENTS:

- Agreement signed by Russell Landscaping, Inc.
- Required Insurance Certificate
- Bidder's Agreement
- Cost Proposal
- Iran Sanctions Act Vendor Certification Form

SUGGESTED ACTION:
To adopt a resolution to approve the award of "2025-2027 Landscape Bed Maintenance Services," for landscape bed maintenance services at 28 locations in the City to Russell Landscaping, Inc., for a total 3-year cost of $235,947.50 through the following accounts:

Account	2025	2026	2027	3-year total
Major Streets				
202.0-449.003-937.0400	$ 27,754.00	$ 28,595.00	$ 29,467.00	$85,816.00
Parks				
101.0-751.000-811.0000	$ 41,629.00	$ 42,886.00	$ 44,183.00	$128,698.00
City Property				
101.0-441.003-811.0000	$ 6,932.00	$ 7,141.50	$ 7,360.00	$21,433.50
			Grand Total:	$235,947.50

AGREEMENT OF 2025-2027 Landscape Bed Maintenance Services

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin St, Birmingham, MI 48009 (hereinafter referred to as the City) and RUSSELL LANDSCAPING (name of party) a Michigan CORPORATION (Corporation, P.C., LLC, etc.), whose address is 25305 LITTLE MACK, ST. CLAIR SHORES, MI 48081, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham.

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

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025-2027 Landscape Bed Maintenance Services, dated MARCH 21, 2025, to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This agreement is for landscape bed maintenance services in 2025, 2026 and 2027. The term will begin April 10, 2025 and end November 30, 2027. The City, at its sole discretion, shall have the right to extend the contract an additional two years (using 2027 pricing) through November 30, 2029. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect.

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

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be

deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000

per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of $1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be

addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski

Contractor: Russell Landscaping Inc
25305 Little Mack Ave
St. Clair Shores, MI 48081
Attn: Brett Russell

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated 3/25/25, to the City's Request for Proposals dated 3/11/2025 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's 3/25/25 (date of response) response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

CONTRACTOR:

By: Gordon Russell Jr.
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 2nd day of April, 2025, before me personally appeared Gordon Russell JR, who acknowledged that with authority on behalf of Russell Landscaping to do so he/she signed this Agreement.

Breanna Long
Notary Public
Macomb County, Michigan
Acting in Macomb County, Michigan
My commission expires: May 29, 2030

BREANNA LONG
Notary Public – State of Michigan
County of Macomb
My Commission Expires May 29, 2030
Acting in the County of Macomb

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Date:_____

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Scott D. Zielinski, PE, Director of Public Services
(Approved as to substance)

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

Mary J. Chavez, Finance Director
(Approved as to Financial Obligation)

Exhibit A

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
For 2025-2027 Landscape Bed Maintenance Services

Sealed proposals endorsed **"For 2025-2027 Landscape Bed Maintenance Services"** will be received at the Department of Public Services, 851 S. Eton St, Birmingham, 48009; until **Tuesday, March 25, 2025 at 11 a.m.**, after which time bids will be publicly opened and read. Results will be posted on MITN.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham through November 30, 2027. The City has the right to extend the contract an additional two years through November 30, 2029 (using pricing from 2027) if the City desires to do so and at the City's sole discretion. This work must be performed as specified accordance with the specifications contained in the Request For Proposals (RFP).

A **mandatory pre-bid meeting** with a question and answer session will be held on Wednesday, March 19, 2025 at 10:00 a.m. at the Department of Public Services. Bidders must register for the pre-bid meeting by 3 pm Tuesday, March 18, 2025 by contacting Brendan McGaughey, 248-530-1715, or bmcgaughey@bhamgov.org.

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 851 S. Eton, Birmingham, Michigan, ATTENTION: Brendan McGaughey.

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

Submitted to MITN:	March 11, 2025
Mandatory Pre-Bid Meeting:	March 19, 2025 at 10 a.m.
Deadline for Submissions:	Tuesday, March 25, 2025 at 11 a.m.
Contact Person:	Brendan McGaughey 851 S. Eton St. Birmingham, MI 48009 Phone: 248-530-1715 Email: bmcgaughey@bhamgov.org

BIRMINGHAM
A WALKABLE CITY

REQUEST FOR PROPOSALS
For 2025-2027 Landscape Bed Maintenance Services

Contents

INTRODUCTION 3
REQUEST FOR PROPOSALS (RFP) 3
INVITATION TO SUBMIT A PROPOSAL 3
INSTRUCTIONS TO BIDDERS 4
EVALUATION PROCEDURE AND CRITERIA 5
TERMS AND CONDITIONS 5
CONTRACTOR'S RESPONSIBILITIES 6
CITY RESPONSIBILITY 7
SETTLEMENT OF DISPUTES 7
INSURANCE 7
CONTINUATION OF COVERAGE 7
EXECUTION OF CONTRACT 7
INDEMNIFICATION 8
CONFLICT OF INTEREST 8
EXAMINATION OF PROPOSAL MATERIALS 8
PROJECT TIMELINE 8
SCOPE OF WORK 8
AGREEMENT OF 2025-2027 Landscape Bed Maintenance Services 15
ATTACHMENT B - BIDDER'S AGREEMENT 23
ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM 24
ATTACHMENT C- COST PROPOSAL 25

INTRODUCTION

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

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional contractors to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham. This work must be performed as specified accordance with the specifications outlined by the Scope of Work contained in this Request For Proposals (RFP).

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

It is anticipated the selection of a contractor will be completed by April 8, 2025. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from qualified parties presenting their qualifications, capabilities and costs to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than March 25, 2025 at 11 a.m. to:

Department of Public Services
Attn: Brendan McGaughey
851 S. Eton St
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, “**2025-2027 Landscape Bed Maintenance Services**”. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the proposer. Proposer may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

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

2. Any request for clarification of this RFP shall be made in writing and delivered to:

   Brendan McGaughey, 851 S. Eton St., Birmingham, MI 48009

   OR bmcgaughey@bhamgov.org

   Such request for clarification shall be delivered, in writing, no later than 5 days prior to the deadline for submissions.

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

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

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

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

EVALUATION PROCEDURE AND CRITERIA

The evaluation panel will consist of City staff and any other person(s) designated by the City who will evaluate the proposals based on, but not limited to, the following criteria:

1. Ability to provide services as outlined.
2. Related experience with similar projects, Contractor background, and personnel qualifications.
3. Quality of materials proposed.
4. Overall Costs.
5. References.

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested for completion within this RFP.
   a. Bidder's Agreement (Attachment B - p. 23)
   b. Cost Proposal (Attachment C – p. 25, Excel File also attached)
   c. Iran Sanctions Act Vendor Certification Form (Attachment D - p. 24)
   d. Agreement (p. 15 – **will be executed only if selected by the City**).

2. Provide a description of completed projects that demonstrate the contractor's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a written plan detailing the anticipated timeline for completion of the tasks set forth in the Scope of Work (p. 9).

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

5. Provide a description of the Contractor, including resumes and professional qualifications of the principals involved in administering the project.

6. Provide a list of sub-contractors and their qualifications, if applicable.

7. Provide three (3) client references from past projects, include current phone numbers. At least two (2) of the client references should be for projects utilizing the same materials included in the Contractor's proposal.

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

9. The Contractor will be responsible for obtaining the building and parking permits if applicable at no cost to the contractor.

10. The successful bidder shall provide a Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham,

conditioned upon the faithful performance of the contract, and completion on or before the date specified.

CITY RESPONSIBILITY

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

2. The City will provide access to the City of Birmingham during regular business hours or during nights and weekends as approved by the City's designated representative. No work can occur on Sundays or Federal Holidays.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 18 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

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

CONTINUATION OF COVERAGE

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

EXECUTION OF CONTRACT

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

INDEMNIFICATION

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

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to paragraph 16 of the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

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

PROJECT TIMELINE

It is expected that the spring cleanup and mulch will be completed annually by May 15th. It is expected fall clean up and perennial cut down will be completed annually by November 15th.

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

SCOPE OF WORK

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

1. The Contractor shall furnish all labor, materials, and equipment required to perform all required work necessary for the performing landscape bed maintenance services in select parks, city properties and streetscapes throughout the City of Birmingham.

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

3. The Contractor shall be responsible for repairing any damage caused as a result of working, including turf repairs with seed and topsoil. Damage to irrigation systems must be reported immediately to the City representative. Damaged

irrigation pipes should be left above ground and capped/taped off until Contractor is able to repair it.

4. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

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

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

The Contractor shall perform the following services in accordance with the requirements as defined and noted herein:

The Contractor shall be responsible for landscape bed maintenance services of several parks, municipal properties and streetscapes in the City of Birmingham as outlined in the following description and attached cost proposal spreadsheet. **NOTE: This proposal does not include mowing of grass, sidewalk treatments, or shrub/tree trimming.**

The bed maintenance season shall begin on or around April 15th to on or around November 30th, for the years 2025, 2026 and 2027. **The City will have the option to extend the contract for an additional 2 years through November 30, 2029 using 2027 pricing**. The Contractor will be notified as to the actual start and end date of each season.

The successful bidder shall furnish all labor, materials and necessary tools, equipment, accessories, debris removal, and transportation service to perform all work required in connection with the landscape maintenance in the areas specified.

It is anticipated that the spring cleanup and mulch will be completed annually by May 15th. It is anticipated fall clean up and perennial cut down will be completed annually by November 15th.

LANDSCAPE BED MAINTENANCE

Contractor is to provide all labor, debris removal and equipment necessary for landscape bed maintenance on City property. The list of locations is following this section, page 12. The start of the season shall begin with an initial spring clean-up and 2" mulch application at a date to be determined by the City prior to the regularly scheduled maintenance period. Work then shall be performed every two weeks (approximately beginning the second week in May) through approximately the second week in October, for a total of 24 weeks or 12 work events for weed control and debris clean up. A final fall bed cleanup shall again take place at the end of the season, in early to mid-November, for a grand total of 14 work events each season.

This work shall include all labor, materials, equipment, supplies and services to maintain the landscaped beds in an attractive, healthy, litter and weed free condition. All work shall be performed in a professional workmanlike manner using quality methods.

Trash, litter, weeds and other debris shall be disposed of properly and not placed in City dumpsters or at any City facility. Landscape beds shall be weeded as often as necessary to discourage unsightly weed growth.

This contract is for landscape beds specifically (any area on public property with mulch within the defined work areas as shown on the provided maps). This does not include grass cutting, fall clean up in turf areas, etc. Contractor may not dispose of any debris into unmaintained areas or turf areas.

Work Event Definitions:

Spring Clean Up:
Remove and dispose of all leaves/debris which has accumulated in bed areas. Rake as needed. Remove dead perennial foliage as needed. Redefine bed edges in preparation of mulching, mechanically or with an edging shovel. An edging shovel should be used where a bed borders concrete to provide an even 2.5" depth so the mulch does not spill out of the bed (mulch to be left .5" below bed edges to avoid spillage). Properly dispose of all debris. Same day disposal of all removed material is required.

Mulch:
All landscape beds require a "pre-season" mulch application. Contractor will install two (2) inches of new double shredded hardwood mulch. This mulch will be of a fibrous nature derived from shredded native hardwood trees. Mulch will be consistent in nature and have a minimum particle size of one-half (1/2) inch and a maximum of three (3) inches. Product will be free of sand, dirt, gravel, or any other material inconsistent with the purpose of the mulch. Mulch must be approved by the City's designated representative prior to installation. *Must be completed by May 15, weather dependent.*

Mulch around trees is to be kept tree (3) inches away from the trunks at all times. Contractor will be called back at no charge to the City to remove mulch from tree trunks if done improperly. No mulch volcanoes.

Mulch can be delivered to the Kenning Complex (2300 E. Lincoln) and temporarily stored during the spring cleanup and mulch application work visits (location identified on Kenning Complex map attached in bid documents). The Contractor must clean up the mulch storage area appropriately and leave it in a neat and clean condition once finished.

The Contractor should not plan to store mulch at Kenning Complex for any longer than is necessary and shall complete the spring cleanup and mulch application efficiently in

order to not cause any unnecessary delay in cleaning up the storage location (approximately 2 weeks).

Bi-Weekly Landscape Bed Maintenance:
Weeds distracting from the site shall be pulled and removed and/or be treated with herbicide if appropriate. It is expected that each site shall be checked on a bi-weekly basis for weeds. A pre-emergent weed control product (i.e. Preen®) is to be applied with the mulch application (pre-emergent beneath mulch application). Post-emergent weed control products (i.e. Cheetah Pro) are to be applied as needed. Any use of herbicide must be done under the supervision of a Commercial Pesticide Applicator through the state of Michigan, and proper signage and records are to be kept if used.

Tulip and Hyacinth bulbs are to be cut down at the beginning of the season once their blooms are complete and the foliage has browned out (approximately late June annually). Beds containing bulbs are noted with an asterisk on the list of landscape bed areas, page 12-14.

Bed edges of the landscape bed areas are to be mechanically re-edged as needed to maintain a clean, crisp bed definition.

Perennials shall be dead headed in a manner consistent with the growth and blooming habits of the individual plant types. Daylily stalks shall be removed as needed. Approval from the City is required before dividing and/or transplanting of any perennial is performed.

The City's designated representative shall be notified immediately if there is any dead, broken, damaged or unsightly plant material prior to removal. Contractor is to submit a written report recommending replacement. This report will identify the location, size and type of plant, the suspected reason for decline, and the cost for replacement. No replacement plantings are to be done without consent of the City.

The City's representative shall be notified immediately if there are any problems observed with existing trees and/or shrubs. ***The Contractor is not responsible for any trimming or pruning of trees and shrubs.***

The Contractor is not responsible for the repair or maintenance of irrigation systems as part of this contract, unless the system is damaged by the Contractor. The Contractor shall notify the City representative of any damage done to the irrigation system as a result of work performed by the Contractor within 24 hours. The City must approve any repairs done by Contractor in advance and will be at no additional charge to the City. Irrigation repairs (not caused by Contractor) are not part of this contract.

Fall Clean Up:
Trash, debris, leaves, litter, twigs, branches, etc. shall be removed to accomplish a clean and premium appearance of the properties. Ornamental grasses and perennials

shall be cut back to within 3 inches of the ground each fall. Same day disposal of all removed material is required.

Locations: See Bid Document "Landscape Bed Maintenance Site Maps" for work boundaries

1. Buckingham Property
   Cambridge/Buckingham
   Landscape bed along fence line

2. Kenning Complex
   2300 E. Lincoln
   Bump out islands, skate park surroundings, PD pistol range, ice arena entrance

3. Adams Fire Station Sitting Courtyard *
   572 S. Adams

4. Woodward & Lincoln Bus Stop
   Woodward Ave & Lincoln St, SW corner

5. Martinizing Corner
   Same location as #4, excludes bed up against building

6. Tree Rings (7) North of Lincoln along Woodward Ave
   Between Southbound Woodward and Old Woodward Ave, north of Lincoln

7. Barnum Park *
   746 Purdy St
   Landscape Bed adjacent to Parking lot and "Sanctuary Area", including mulch around trees and shrubs in this area only (across from 264 George St.)

8. Birmingham Museum and Historical Hunter House
   556 W. Maple Rd.

9. Southfield Triangle
   Median Bed @ Southfield/Maple

10. Martha Baldwin Park *
    Southfield Rd.& W. Maple Rd
    Landscape Beds and Tree Rings (**not bioswale on western side of park**)

11. Quarton Lake Dam & Grist Mill Beds
    North of W. Maple, West of Baldwin, off of Mill Race Ct

12. Mill Race Cul-de-sac
    Cul-de-sac bed across from 240 Mill Race

13. Oak and Lakeside Corner
    Southwest Corner of Oak and Lakeside

14. Oak Median Island @ Lake Park
    At Lake Park

15. Maple Median @ Lake Park
    E of Lake Park

16. Maple Median @ Baldwin
    N of Baldwin

17. Maple Median @ Pierce
    W of Pierce

18. Birmingham Fire Station #2 (Chesterfield)
    1600 W Maple Rd

19. Booth Park
    475 N. Old Woodward
    All landscape beds surrounding playground area, including “labyrinth”

20. Derby Tank
    All mulched tree rings and beds around water tank (W of 1600 Derby)

21. Hunter Tank
    Behind 35046 Woodward Avenue

22. Maple & S Eton Staircase
    North side of E. Maple, east of N. Eton

23. Adams Park
    NW Corner Ridgedale @ N Adams
    All mulched beds and tree rings, **excludes playground mulched area and rain garden in SE corner of park**

24. Old Woodward Median Beds @ Hamilton Row, Merrill
    1x bed S of Hamilton Row, 2x Beds N of Merrill

25. South Old Woodward (Brown to Crosswalk N of Landon St)
    73 Raised Beds in Easements, 6 Medians (Beds & Tree Rings)

26. Brown Street (Old Woodward to Woodward Ave)
    Raised Beds in Easements, Medians and Tree Wells/Rings

27. Woodward Avenue “Enhanced” Area Median Beds (Oakland to Chestnut & 1 Bed S of Oak)
    Beds in medians and tree rings (excludes 2x Large Flower Planting beds adjacent to sidewalk on either side of Maple)

28. Gateway Sign Beds (4)
    - Woodward Median/S of Big Beaver
    - Woodward Median/N of 14 Mile
    - Maple/W of Coolidge, North Side of Road
    - Maple/E of Cranbrook, South Side of Road

Additional Bid Items:

- Hourly Labor Price for landscape maintenance items covered within this scope (weeding, deadheading, spring and fall cleanup, etc.). Price includes debris removal, equipment, etc.

- Hourly Labor Price for removal of mulch at these sites (only per direction of the City) where mulch has piled up too high over the years. Price includes debris removal, equipment, etc.

AGREEMENT OF 2025-2027 Landscape Bed Maintenance Services

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin St, Birmingham, MI 48009 (hereinafter referred to as the City) and _____(name of party) a Michigan _____ _____ (Corporation, P.C., LLC, etc.), whose address is _____, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham.

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

1. **MUTUALLY AGREE**: It is mutually agreed by and between the parties that the City's Request for Proposal for 2025-2027 Landscape Bed Maintenance Services, dated _____, 2025, to perform landscape bed maintenance services in select parks, city properties and streetscapes located throughout the City of Birmingham, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This agreement is for landscape bed maintenance services in 2025, 2026 and 2027. The term will begin April 10, 2025 and end November 30, 2027. The City, at its sole discretion, shall have the right to extend the contract an additional two years (using 2027 pricing) through November 30, 2029. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect.

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

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted

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

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

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be

deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

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

11. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000

per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of $1,000,000, per occurrence preferred, but claims made accepted.

E. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

12. WRITTEN NOTICES: Written notices regarding this Agreement shall be

addressed to the following:

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Scott Zielinski

Contractor:
_____
_____
_____
Attn: _____

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

14. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

15. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

16. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

17. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

18. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 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.

19. RESPONSE TO REQUESTS FOR PROPOSALS: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated _____, to the City's Request for Proposals dated _____(attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's_____ (date of response) response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

CONTRACTOR:

By:_____
Its:_____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2025, before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor
Date:_____

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Scott D. Zielinski, PE, Director of Public Services
(Approved as to substance)

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

_____
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT B - BIDDER'S AGREEMENT

For 2025-2027 Landscape Bed Maintenance Services

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For 2025-2027 Landscape Bed Maintenance Services

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

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

PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
TAXPAYER I.D.#	

Attachment C- Cost Proposal 2025-2027 Landscape Bed Maintenance Services

Site #	Site Name	2025 Total (Spring C/U, Mulch, Bed Edging, 12x Weeding & D/H Visits, Fall C/U)	2026 Total (Spring C/U, Mulch, Bed Edging 12x Weeding & D/H Visits, Fall C/U)	2027 Total (Spring C/U, Mulch, Bed Edging, 12x Weeding & D/H Visits, Fall C/U)	3-Year Grand Total	If City opts for no mulch application for a year: Price of 2" Mulch Application w/ bed edging (to be subtracted from site total that season if applicable)
1	Buckingham Property					
2	Kenning Complex					
3	Adams Fire Station #1					
4	Woodward and Lincoln Bus Stop					
5	Martinizing Corner					
6	Tree Rings (7) North of Lincoln along Woodward Avenue					
7	Barnum Park					
8	Birmingham Museum & Historical Hunter House					

9	Southfield/Maple Triangle Bed					
10	Martha Baldwin Park					
11	Quarton Lake Dam & Grist Mill Beds					
12	Mill Race Cul-de-sac					
13	Oak & Lakeside SW Corner					
14	Oak Median Island @ Lake Park					
15	Maple Median @ Lake Park					
16	Maple Median @ Baldwin					
17	Maple Median Bed @ Pierce					
18	Chesterfield Fire Station #2					
19	Booth Park					

20	Derby Tank					
21	Hunter Tank					
22	Eton & Maple Staircase					
23	Adams Park					
24	Old Woodward Median Beds (3) (Oakland to Brown)					
25	S Old Woodward Raised Beds (All raised easement beds and medians, Brown to Crosswalk N of Landon)					
26	Brown St Beds (Easements and Medians)					
27	Woodward Avenue "Enhanced" Median Beds & Tree Rings (Oakland to Chestnut St & 1 Bed S of Oak)					
28	Gateway Sign Beds (4) Maple/E of Cranbrook, Woodward Median N of Oak, Maple/S of Coolidge, Woodward Median N of 14 Mile					
	TOTALS:					
	Additional Bids:					
	Labor price per hour for removing debris/mulch from beds upon request by the City (price should be all inclusive and include equipment, debris removal, etc.)		**$/labor hour**			
	Labor price per hour for performing additional weeding/deadheading bed maintenance services as needed (price should be all inclusive and include equipment, debris removal, etc.)		**$/labor hour**			
	Firm Name _____ Authorized signature _____ Date_____					

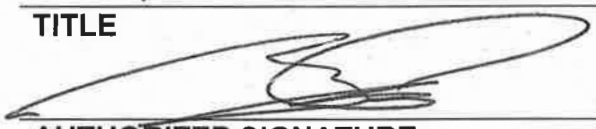
ATTACHMENT B - BIDDER'S AGREEMENT

For 2025-2027 Landscape Bed Maintenance Services

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

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Brett Russell	3-24-25
PREPARED BY (Print Name)	**DATE**
V.P.	3-24-25
TITLE	**DATE**
	brett.russell@gmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Russell Landscaping Inc.	
COMPANY	
1955 Bellingham	586-343-8253 Ex. 1
ADDRESS	**PHONE**
Troy, MI	313-600-4883
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

Attachment C- Cost Proposal 2025-2027 Landscape Bed Maintenance Services						
Site #	Site Name	2025 Total (Spring C/U, Mulch, Bed Edging, 12x Weeding & D/H Visits, Fall C/U)	2026 Total (Spring C/U, Mulch, Bed Edging 12x Weeding & D/H Visits, Fall C/U)	2027 Total (Spring C/U, Mulch, Bed Edging, 12x Weeding & D/H Visits, Fall C/U)	3-Year Grand Total	If City opts for no mulch application for a year: Price of 2" Mulch Application w/ bed edging (to be subtracted from site total that season if applicable)
1	Buckingham Property	1,632	1,681	1,732	5,045	425
2	Kenning Complex	3,522	3,628	3,737	10,887	1,020
3	Adams Fire Station #1	1,850	1,905.50	1,963	5,718.50	425
4	Woodward and Lincoln Bus Stop	2,151	2,216	2,283	6,650	765
5	Martinizing Corner	Included In O #4	"	"	"	"
6	Tree Rings (7) North of Lincoln along Woodward Avenue	Included In O #4	"	"	"	"
7	Barnum Park	4,450	4,584	4,722	13,756	1,190
8	Birmingham Museum & Historical Hunter House	2,440	2,515	2,591	7,546	425

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9	Southfield/Maple Triangle Bed	675	696	718	2,089	85
10	Martha Baldwin Park	4,668	4,810	4,955	14,433	1,275
11	Quarton Lake Dam & Grist Mill Beds	3,342	3,445	3,550	10,337	850
12	Mill Race Cul-de-sac	675	696	718	2,089	85
13	Oak & Lakeside SW Corner	1,490	1,535	1,582	4,608	255
14	Oak Median Island @ Lake Park	675	696	718	2,089	85
15	Maple Median @ Lake Park	675	696	718	2,089	85
16	Maple Median @ Baldwin	675	696	718	2,089	85
17	Maple Median Bed @ Pierce	675	696	718	2,089	85
18	Chesterfield Fire Station #2	3,210	3,307	3,407	9,924	595
19	Booth Park	8,088	8,331	8,581	25,000	1,700

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20	Derby Tank	3,786	3,900	4,020	11,706	935
21	Hunter Tank	1,872	1,929	1,990	5,791	340
22	Eton & Maple Staircase	3,175	3,270	3,370	9,815	765
23	Adams Park	5,036	5,187	5,343	15,566	1,530
24	Old Woodward Median Beds (3) (Oakland to Brown)	1,888	1,945	2,004	5,837	255
25	S Old Woodward Raised Beds (All raised easement beds and medians, Brown to Crosswalk N of Landon)	11,695	12,045	12,406	36,146	5,100
26	Brown St Beds (Easements and Medians)	950	979	1,009	2,938	255
27	Woodward Avenue "Enhanced" Median Beds & Tree Rings (Oakland to Chestnut St & 1 Bed S of Oak)	4,320	4,450	4,585	13,355	1,105
28	Gateway Sign Beds (4) Maple/E of Cranbrook, Woodward Median N of Oak, Maple/S of Coolidge, Woodward Median N of 14 Mile	2,700	2,784	2,872	8,356	340
	TOTALS:	76,315 ✓	78,622.50 ✓	81,010 ✓	235,948.50	* 235,947.50
	Additional Bids:					
	Labor price per hour for removing debris/mulch from beds upon request by the City (price should be all inclusive and include equipment, debris removal, etc.)	(Includes Mulch Debris)	85 $/labor hour			
	Labor price per hour for performing additional weeding/deadheading bed maintenance services as needed (price should be all inclusive and include equipment, debris removal, etc.)		65 $/labor hour			

Firm Name Russell Landscaping, Inc

Authorized signature

Date 3-21-25

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ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For 2025-2027 Landscape Bed Maintenance Services

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.

Brett Russell	3-24-25
PREPARED BY (Print Name)	**DATE**
V.P.	3-24-25
TITLE	**DATE**
[signature]	brett.russellcompanies@gmail.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Russell Landscaping Inc.	
COMPANY	
1955 Bellingham Troy, MI	313-600-4883
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
25305 Little Mack Ave Saint Clair Shores, MI	
ADDRESS	
38-2877380	
TAXPAYER I.D.#	

RUSSLAN-01 MVARGAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Oakland Insurance Agency 8055 Ortonville Road Clarkston, MI 48348	PHONE (A/C, No, Ext): (248) 647-2500	FAX (A/C, No): (248) 647-4689
	E-MAIL ADDRESS: certrequest@oaklandinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Employers Mutual Casualty Co.	21415
INSURED	INSURER B : Emcasco Insurance Company	21407
Russell Landscaping Inc. 25305 Little Mack Ave St. Clair Shores, MI 48081	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BBC3388	4/1/2025	4/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						EBLI AGGREGATE	$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		6E71187	4/1/2025	4/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			6J71187	4/1/2025	4/1/2026	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		6H71187	4/1/2025	4/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/rented			6C71187	4/1/2025	4/1/2026		100,000
A	Stored materials			6C71187	4/1/2025	4/1/2026		100,000

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

Additional insureds as required by written contract, 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, with respects general and auto liability on a primary and non-contributory basis.

CERTIFICATE HOLDER

The City of Birmingham
151 Martin St
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John H. Hung

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5H

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Department of Public Services

DATE: April 10, 2025

TO: Jana L. Ecker, City Manager

FROM: Carrie Laird, Parks and Recreation Manager

APPROVED: Scott Zielinski, DPS Director

SUBJECT: Playground Design Services Recommendation

INTRODUCTION:
The Department of Public Services (DPS) is seeking to enter into an agreement with Penchura, LLC, for playground design services for several playgrounds over the next four years. The agreement is also an intent to purchase play equipment through Sourcewell, a cooperative purchase agreement that Penchura participates in.

BACKGROUND:
The City of Birmingham is looking to modify and update playground equipment in several parks over the next four (4) years. The DPS requested proposals for playground design services from qualified playground vendors through the City's procurement site, the Michigan Inter-governmental Trade Network (MITN)/Bidnet from February 12, 2025 to March 13, 2025. The purpose of the RFQ was to seek a playground vendor that has been awarded contracts through cooperative purchasing agreements, who additionally has demonstrated the ability to design, create, provide and install multiple playgrounds of varying sizes.

The DPS did not request playground equipment pricing at this time, as design work is necessary before the pricing can be calculated. However, the DPS has allocated funding through the budget process for various playgrounds in the park system and each design will have a budget cap. Prior to any playground equipment purchase, the City Commission will review the playground plans and authorize purchase of the playground equipment as applicable.

The RFQ asked for design fees per playground for the following playgrounds: Pumphouse Park, W. Lincoln Well & Park, Poppleton Park, Pembroke Park and Crestview Park. The term of the agreement is four (4) years. As part of the cost proposal, the City requested a per meeting fee from vendors. The City required vendors to be part of the Sourcewell Cooperative Purchasing

Agreement, or a comparable purchasing program. A mandatory pre-bid meeting was held at Poppleton Park on February 19, 2025. A total of seven (7) vendors participated. Six (6) vendors provided a proposal by the due date of March 13, 2025. Results of the RFQ are attached to this report.

Vendors were required to provide three examples/schematics of playgrounds of varying sizes and costs as part of their proposal, and one 3D rendering example. Each vendor was asked to provide an example design for play equipment and accompanying surface material installed for Pumphouse Park based upon a $150,000 budget, and two examples for Poppleton Park, one for a $600,000 budget and one for a $900,000 budget.

Staff evaluated all proposals for the following categories:

- Vendor's Profile and Capacity
- Proposed Work Plan
- Fee Proposal

Staff evaluations ranked as follows:

CRITERIA	Penchura	Great Lakes Recreation	Sinclair Recreation	We Build Fun	Midstates Recreation	Park Vision
Vendor's Profile and Capacity (0-40)	38	35	35	30	34	33
Proposed Work Plan (0-50)	48	41	42	33	37	33
Fee Proposal (0-10)	10	10	5	10	1	3
TOTAL SCORE	**96/100**	**86/100**	**82/100**	**73/100**	**73/100**	**69/100**

City staff's top three vendors (Penchura, Great Lakes Recreation and Sinclair Recreation) playground design examples are included as attachments. It is important to note that these are examples only, and the City will be conducting meetings and public input sessions with neighborhood residents.

Penchura was the highest ranked vendor based on staff evaluations. They have a strong vendor profile, they provide playground equipment from Landscape Structures, an employee-owned Midwest USA company. Penchura's team consists of recreation professionals with over 80 years of combined experience. Their staff includes professional engineers, licensed landscape architects, LEED accredited professionals, certified teachers, designers and support staff. They also have expertise in universal accessibly, and the lead that would be assigned to Birmingham for this project is a licensed landscape architect.

Penchura is able to provide supplemental architectural design offerings such as sidewalk, landscape bed, and other amenities should the need arise. Penchura not only offers playground

equipment, but other site furnishings such as pavilions, shade structures, screenings, benches and more. The other vendors would need to partner with an architect and would have additional fees in order to design elements other than the playground equipment. Additionally, the other playground vendors do not offer the same variety of additional amenities.

The lead time for standard equipment through Penchura is currently 6-8 weeks upon receipt of the order. The only other vendor that offers this same lead time for standard equipment is Great Lakes Recreation. Comparatively, the other vendors offered 12-13 weeks lead time.

Penchura is located in Brighton and has committed to participating in as many meetings as it takes at no cost to design Birmingham's playgrounds. Comparatively, Great Lakes Recreation and Sinclair Recreation are both located in Holland, MI, and while they do commit to the same level of meetings, the location may be a deterring factor.

Landscape Structures' playground equipment supplied by Penchura offers the most comprehensive and long term warranties. The DPS is extremely satisfied with Landscape Structures' playground equipment currently installed at Shain Park and Adams Park, and swing hangers throughout the park system. Having the same vendor/supplier of playground equipment is beneficial to the City as it limits the inventory and storage of replacement parts.

Penchura will not charge for design with the purchase of Landscape Structures play equipment offered through Penchura. Penchura extends the "no design fees" to elements that may be in or around the playground area, such as sidewalks, pavilions/shade structures and landscape beds. The exception for no design fees is for restroom facilities with utilities, but they can help to design for the placement of such facilities or work in screenings for them.

At the April 1, 2025 Parks and Recreation Board meeting (agenda/video), the board supported City staff's recommendation to secure playground design services with Penchura, LLC.

If approved by the City Commission, next steps include:

- Public Input Session at the May 6, 2025 Parks and Recreation Board meeting for Pumphouse Park and W. Lincoln Well & Parks (staff may also include the naming of these "well site" parks as part of the public input process)
- Purchase and install playground equipment once finalized
- Continue with planning meetings for Poppleton Park, Pembroke Park, Crestview and other play areas in a similar manner as mentioned above, meeting with neighborhood associations and interested community members, at upcoming Parks and Recreation Board meetings, and through surveys.

LEGAL REVIEW:
The City Attorney has reviewed the agreement and has no objections to form or content.

FISCAL IMPACT:
At this time there is no purchase taking place, however once designs are ready, the City intends to purchase playground equipment over the next few years under this agreement with Penchura for Landscape Structures play equipment available through the Sourcewell cooperative purchasing agreement.

The DPS has budgeted for Citywide playground improvements throughout the park system. The first two (2) playgrounds for design are Pumphouse Park and W. Lincoln Well & Park. Since funding for Booth Park in fiscal year 2024-2025 has been moved to 2025-2026 due to the project being delayed as a result of the trust fund grant agreement, the DPS will utilize the funding for Pumphouse Park and W. Lincoln Well & Park instead. Both of these playgrounds ranked high for playground improvements in the 2024-2028 Parks and Recreation Master Plan. Furthermore, Poppleton Park and Pembroke Park playground purchases are allocated in the upcoming budget for fiscal year 2025-2026.

The DPS intends to utilize this agreement for other playgrounds not listed in this report as well.

SUSTAINABILITY:
Penchura offers the most comprehensive warranties for the playground equipment, leading to a longer lifespan. Their designs incorporate a holistic approach and consideration is given to drainage, shade structures, landscaping and native trees, incorporating recycled products, all contributing to a sustainable end product.

PUBLIC COMMUNICATIONS:
Playground planning sessions and public input periods during Parks and Recreation Board meetings and surveys will be communicated appropriately for all upcoming playground improvements. This includes e-mail communications, social media posts, City communications such as the Around Town publication, and Parks and Recreation Board meetings and posted agendas.

SUMMARY:
The DPS requests the City Commission's approval for playground design services with Penchura, LLC and for the ability to obtain pricing for the purchase of Landscape Structures playground equipment through the cooperative purchasing agreement, Sourcewell, available through Penchura. The City Commission will review each proposed upcoming playground purchase in advance at upcoming City Commission meetings as appropriate.

ATTACHMENTS:
- Bid tabulation for Playground Design Services
- Penchura Proposal Example Designs
- Great Lakes Recreation Proposal Example Designs
- Sinclair Recreation Proposal Example Designs
- April 1, 2025 Parks and Recreation Board meeting agenda/video (links only)
- Proposal from Penchura, LLC
- Agreement with Penchura, LLC

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution approving a four year agreement with Penchura, LLC for Playground Design Services, and future Sourcewell Cooperative purchases, subject to City Commission approval for each park.

Name of Company		Per Meeting Cost			
		Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		1,000	1,050	1,100	1,150
ParkVision		0	0	0	0
Penchura		0	0	0	0
Sinclair Recreation, LLC		200	220	240	260
We Build Fun		0	0	0	0
	Design Fee per Playground				
	West Lincoln	Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		20,000	20,000	21,000	21,000
ParkVision		0	0	0	0
Penchura		0	0	0	0
Sinclair Recreation, LLC		500	600	700	800
We Build Fun		0	0	0	0
	Design Fee per Playground				
	Pumphouse	Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		20,000	20,000	21,000	21,000
ParkVision		0	0	0	0
Penchura		0	0	0	0
Sinclair Recreation, LLC		500	600	700	800
We Build Fun		0	0	0	0
	Design Fee per Playground				
	Poppleton	Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		60,000	60,000	63,000	63,000
ParkVision		0	0	0	0
Penchura		0	0	0	0
Sinclair Recreation, LLC		500	600	700	800
We Build Fun		0	0	0	0
	Design Fee per Playground				
	Pembroke	Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		34,000	34,000	36,000	36,000
ParkVision		0	0	0	0
Penchura		0	0	0	0
Sinclair Recreation, LLC		500	600	700	800
We Build Fun		0	0	0	0
	Design Fee per Playground				
	Crestview	Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		34,000	34,000	36,000	36,000
ParkVision		0	0	0	0
Penchura		0	0	0	0
Sinclair Recreation, LLC		500	600	700	800
We Build Fun		0	0	0	0
	Out of Scope Work (Hourly Rate Fee)				
		Through 6/30/25	7/1/25-6/30/26	7/1/26-6/30/27	7/1/27-6/30/28
Great Lakes Recreation		0	0	0	0
Midstates		225/hr	230/hr	240/hr	245/hr
ParkVision		125/hr	125/hr	150/hr	150/hr
Penchura		0	0	0	0
Sinclair Recreation, LLC		65/hr	70/hr	75/hr	80/hr
We Build Fun		0	0	0	0

Penchura Proposal Example Designs



Pump House Park 150K Example

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Pump House Park 150K Example

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Penchura

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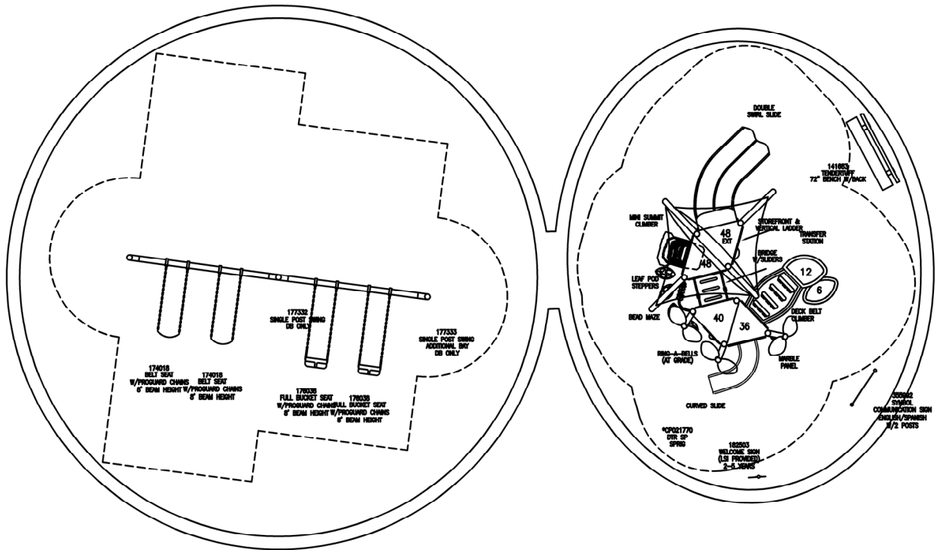
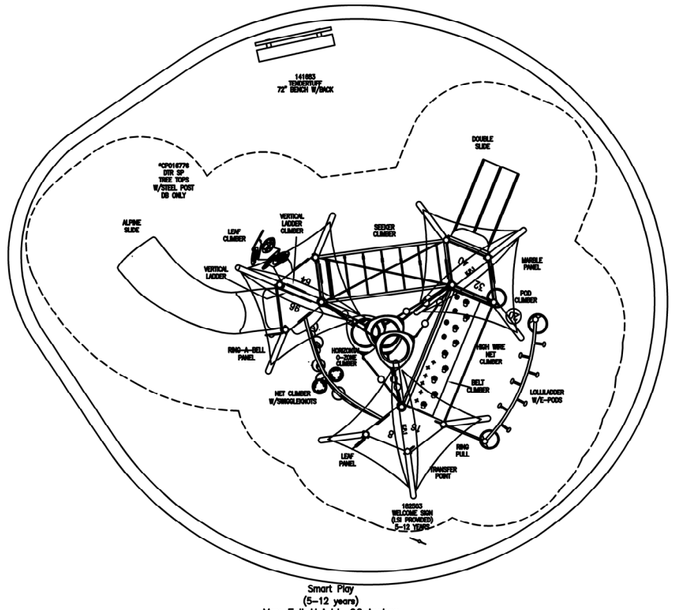


Smart Play
(2-5 years)
Max Fall Height: 96 inches



Smart Play
(5-12 years)
Max Fall Height: 96 inches

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	5	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	5	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	7		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	7	REQUIRED	4
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	7	REQUIRED	2
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4

Penchura

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)
3,617 SF

DESIGNED BY:
AH

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LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials

SCALE IN FEET:
0' 5' 10' 20' 40'

Pump House Park
Birmingham, MI

Penchura, LLC
Lance Shipman

SYSTEM TYPE:
Smart Play

DRAWING #:
PEN1194708-01

ISO 14001:2015 CERTIFIED
ISO 9001:2015 Certified



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Poppleton Park 600K Example

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Poppleton Park 600K Example

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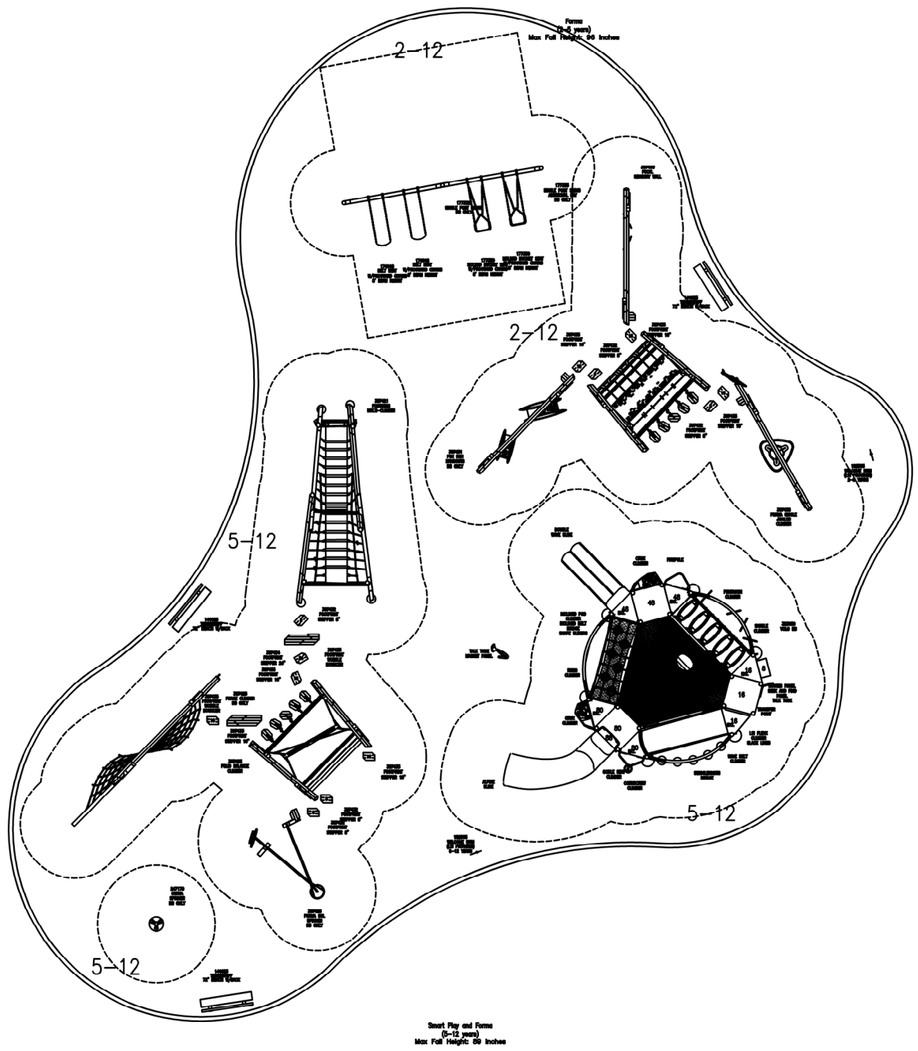

Penchura

INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION
IPEMA CERTIFIED to ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

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AREA OF ACCESSIBLE/PROTECTIVE SURFACING (TURF SUGGESTED)
7,240 SF

DESIGNED BY:
AH

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LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1-800-328-0035 FAX: 1-763-972-6091

Date	Previous Drawing #	Initials

5-12 AREA

TOTAL ELEVATED PLAY COMPONENTS	15		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	12	REQUIRED	8
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	25	REQUIRED	4
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	15	REQUIRED	15

2-5 AREA

TOTAL ELEVATED PLAY COMPONENTS	0		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	0	REQUIRED	0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	23	REQUIRED	0
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	9	REQUIRED	9

SCALE IN FEET:
0' 5' 10' 20' 40'

N

Poppleton Park

Birmingham, MI

Penchura, LLC

Lance Shipman

SYSTEM TYPE:
Forma/Smart Play

DRAWING #:
PEN1194652-02

ISO 14001:2015 CERTIFIED

ISO 9001:2015 Certified



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Poppleton Park 900K Example

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Poppleton Park 900K Example

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Poppleton Park 900K Example

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Poppleton Park 900K Example

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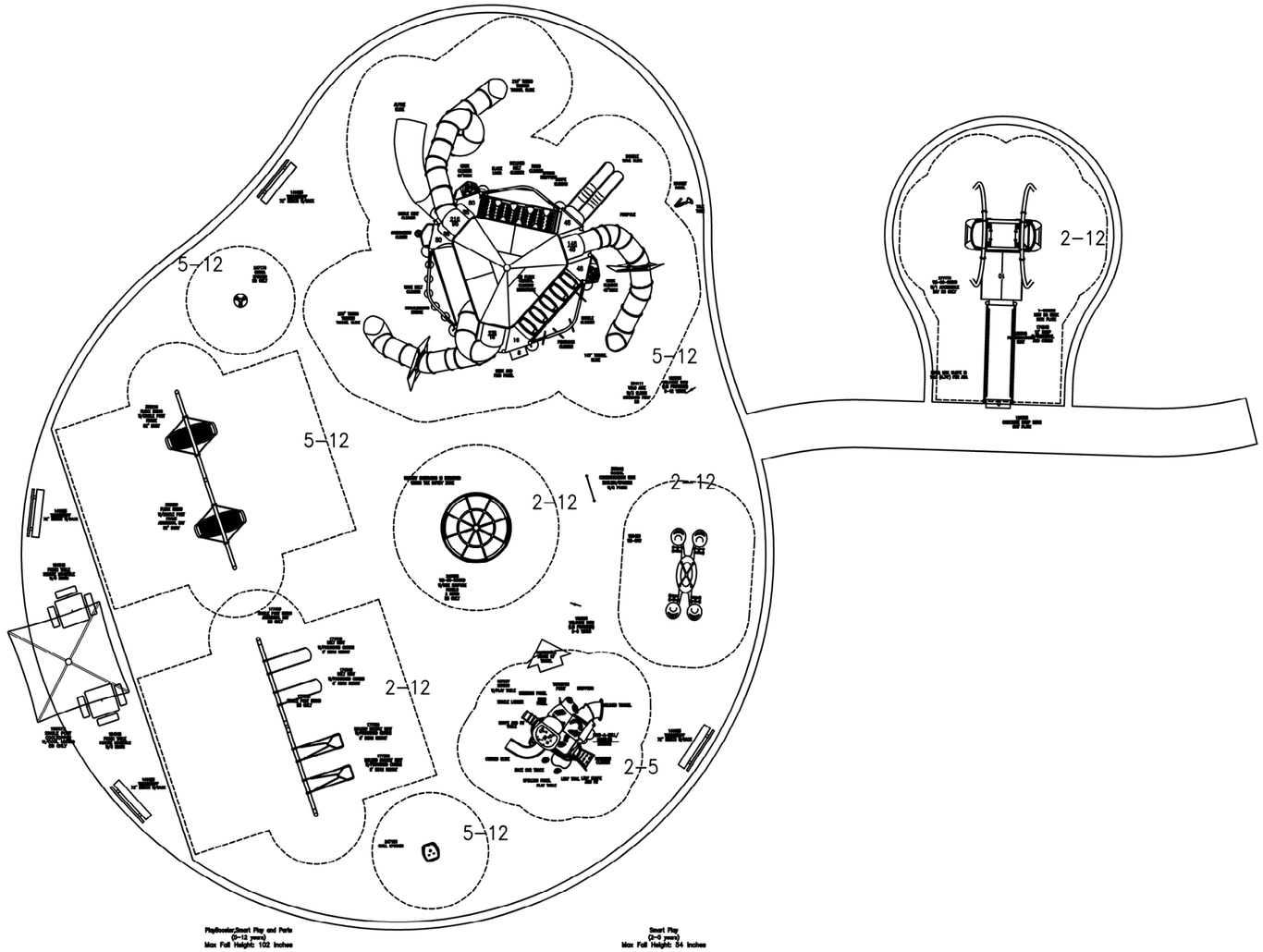


5–12 AREA

TOTAL ELEVATED PLAY COMPONENTS	17		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	14	REQUIRED	9
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	16	REQUIRED	6
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	8	REQUIRED	8

2–5 AREA

TOTAL ELEVATED PLAY COMPONENTS	10		
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP	0	REQUIRED	0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER	9	REQUIRED	5
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN	4	REQUIRED	3
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS	4	REQUIRED	4

Penchura

IPEMA CERTIFIED ASTM F1487

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 2–12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

AREA OF ACCESSIBLE/PROTECTIVE SURFACING (TURF SUGGESTED) 8,281 SF

DESIGNED BY: AH

COPYRIGHT: 3/11/2025 LANDSCAPE STRUCTURES, INC.

601 7th STREET SOUTH – P.O. BOX 198
DELANO, MINNESOTA 55328
PH: 1–800–328–0035 FAX: 1–763–972–6091

Date	Previous Drawing #	Initials

SCALE IN FEET: 0' 5' 10' 20' 40'

Poppleton Park

Birmingham, MI

Penchura, LLC

Lance Shipman

SYSTEM TYPE: PlayBooster/Smart Play

DRAWING #: PEN1194652–01

ISO 14001:2015 CERTIFIED

ISO 9001:2015 Certified

Great Lakes Recreation Proposal Example Designs

PUMPHOUSE PARK
$150,000 DESIGN



PUMPHOUSE PARK $150,000 DESIGN

This image showcases this neighborhood park with lush greenery and ample open space. The playground equipment includes a multi-level structure with yellow and green slides, climbing areas, and interactive features for children. Surrounding the playground are benches, where adults can sit and supervise their children. The park is lined with trees, providing shade and a scenic atmosphere. A walking path winds through the area, connecting various sections of the park. We've also included a seperate area for swings to help expand the footprint of the park.

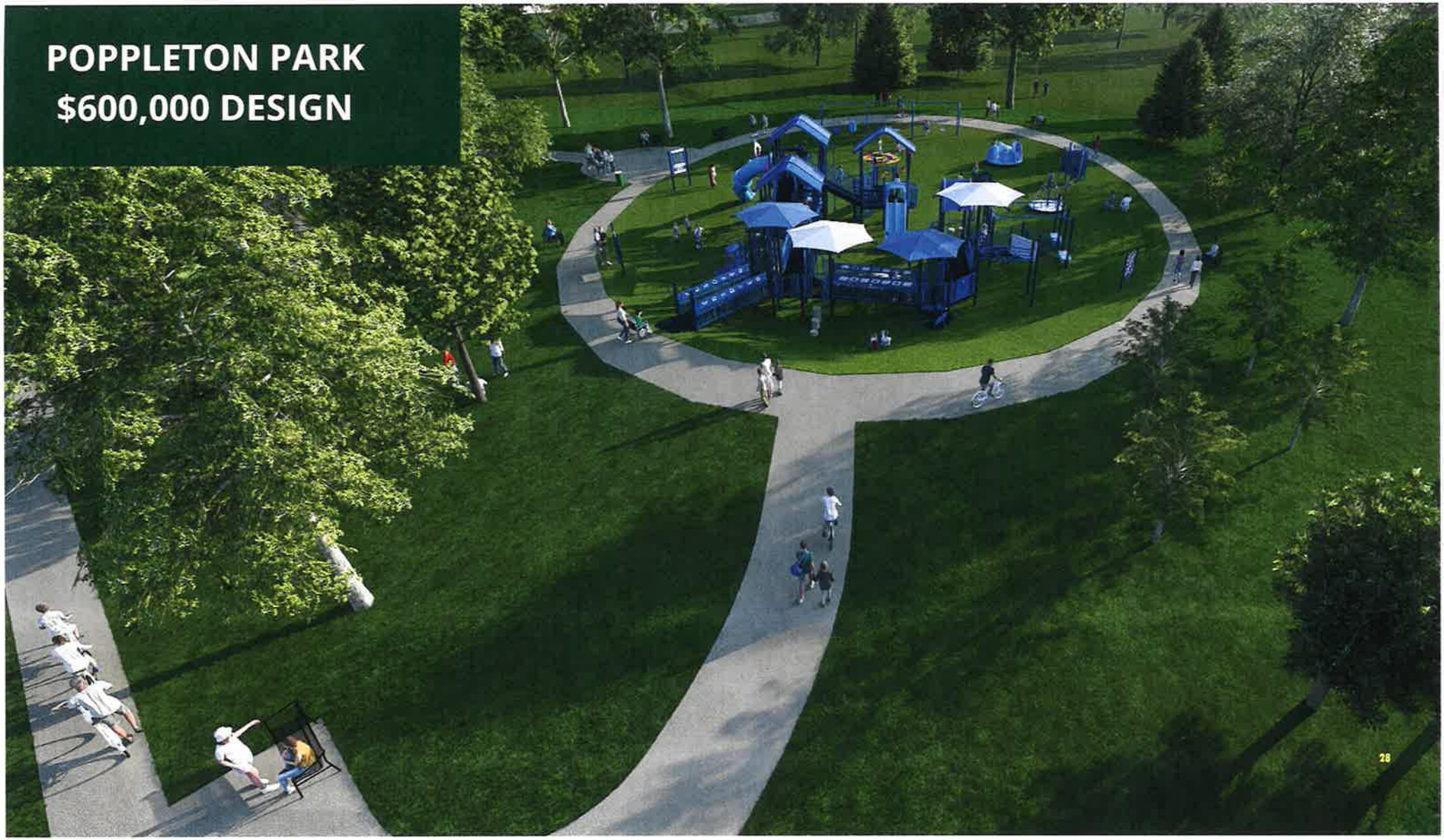











POPPLETON PARK
$600,000 DESIGN
28

Poppleton Park
$600,000 Design

This playground showcases an Unlimited Play certified fully inclusive playground designed to accommodate children of all abilities. The play area features a seamless unitary turf surface, ensuring accessibility for mobility devices while providing a safe and comfortable play environment. The playground includes a diverse range of engaging equipment, such as swings, climbers, sensory play elements, communication board and an expansive multi-level play structure with ramps, slides, and interactive panels. Surrounding the play area is a network of accessible pathways, allowing easy movement for caregivers and children alike. The playground's strategic layout encourages social interaction, cooperative play, and sensory-rich experiences, making it an inviting space for all children, including those with physical, cognitive, and sensory challenges. Thoughtfully integrated seating areas and shade structures further enhance comfort for families and visitors.

Designed with inclusivity and engagement in mind, this playground provides a welcoming environment where children of all abilities can play, learn, and grow together.












Poppleton Park
$900,000 Design

Poppleton Park
$900,000 Design

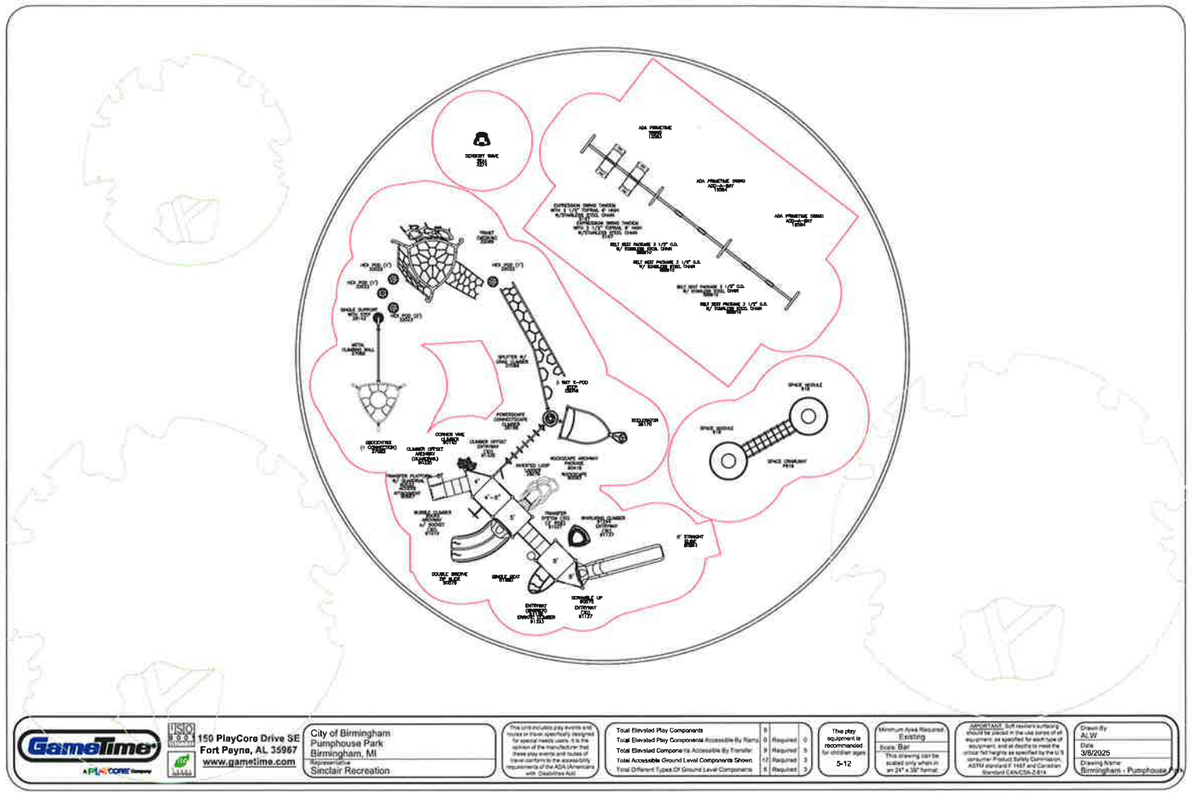
This Unlimited Play certified fully inclusive, nature-themed playground designed to provide an engaging and accessible play experience for children of all abilities. The playground features a unitary turf surfacing, ensuring a smooth and accessible foundation for wheelchairs, walkers, and other mobility devices while maintaining a natural aesthetic.

Inspired by the beauty of nature, the playground integrates elements such as treehouse-style structures, log climbers, rope bridges, and sensory-rich play panels, encouraging imaginative and active play. A variety of play opportunities are available, including climbing walls, ramps, slides, and swings, promoting physical activity and social interaction.

Strategically placed seating areas and shaded spots ensure comfort for caregivers, while the open layout fosters inclusive play, allowing children of diverse abilities to explore, connect, and have fun together. This playground is a thoughtfully designed, welcoming space where all children can experience adventure, creativity, and joy in a fully accessible environment.



Sinclair Recreation Proposal Example Designs



City of Birmingham Pumphouse Park

Executive Summary

Project Description:

Inspired by traditional playscapes to maximize the smaller budget of the park, we wanted to provide ample play elements for multiple users, incorporating the six essential elements of youth physical fitness (swinging, spinning, sliding, climbing, balancing, and brachiating).

Total Estimated Budget: **$150,000**

Pricing Disclaimer: The following quotes encompass all aspects of the project, including equipment, surfacing, installation, freight, and applicable taxes.

Primary Contact: **Diane Sinclair**

President and Bid Estimator
PH: (616) 836-2447
EM: diane@sinclair-rec.com

SINCLAIR RECREATION

GameTime
A PLAYCORE Company

800-444-4954 | sinclair-rec.com

Proposed Timeline

Day 1
Order Placed
Upon Receipt of Signed Quote, Purchase Order, Colors, and Billing & Shipping Information

Week 13
Order Ships

Day 135 & On
Enjoy Your New Space

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18

Equipment Manufacturing
Standard Products: 6 Weeks | Custom Products: 12 Weeks

Equipment Install
3 Weeks

Surfacing
Installation: 2 Weeks | Curing: 2 Days

Pumphouse Park

Birmingham, MI

What We Heard:

- Provide ample play events and opportunities to maximize the budget
- Research-based design is important to us
- Varying levels of difficulty for a wide range of users.

What We Propose:

- Create a combination of traditional equipment as well as a fitness-focused obstacle course for children to traverse
- Leverage the research from leading scholars to create a National Demonstration Site for youth physical activity
- Incorporate Tandem Expression Swings to allow attunement play between both beers and/or caregivers









Fully Inclusive Playground

Pumphouse Park

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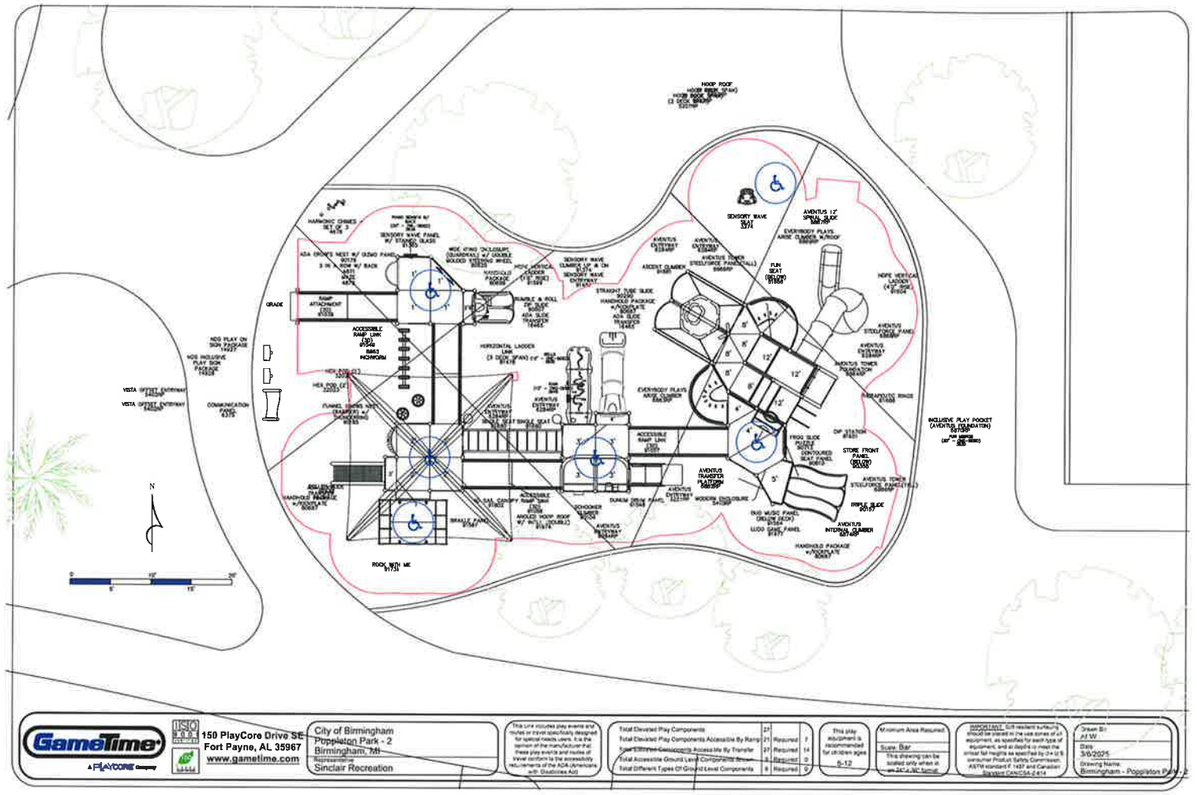
800-444-4954 | sinclair-rec.com
GameTime
A PLAYCORE Company



City of Birmingham Poppleton Park - Option 2

Executive Summary

Project Description:

Inspired by a modern approach, we have carefully designed an inclusive play system to encourage children of all abilities to play together. Providing the industry's first accessible tower to bring users to the highest point of play as well as sensory rich climbers and panels to foster exploration, creativity, and developmental growth.

Total Estimated Budget: **$600,000**

Pricing Disclaimer: The following quotes encompass all aspects of the project, including equipment, surfacing, installation, freight, and applicable taxes.

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President and Bid Estimator
PH: (616) 836-2447
EM: diane@sinclair-rec.com

SINCLAIR RECREATION

800-444-4954 | sinclair-rec.com

GameTime® A PLAYCORE Company

Proposed Timeline

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Week 13
Order Ships

Day 135 & On
Enjoy Your New Space

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18

Equipment Manufacturing
Standard Products: 6 Weeks | Custom Products: 12 Weeks

Equipment Install
3 Weeks

Surfacing
Installation: 2 Weeks | Curing: 2 Days

Poppleton Park Option 2

Birmingham, MI

What We Heard:

- Create a universally accessible playground
- Research-based design is important to us
- Net climbers and towers would be beneficial for adventurous and older children

What We Propose:

- A modern play structure, utilizing sensory panels and climbers to engage all users
- Leverage the research from leading scholars to create a National Demonstration Site for youth physical activity
- Incorporate shade into the unit for sun protection and encourage longer visits to the park









Fully Inclusive Playground

Poppleton Park - Option 2

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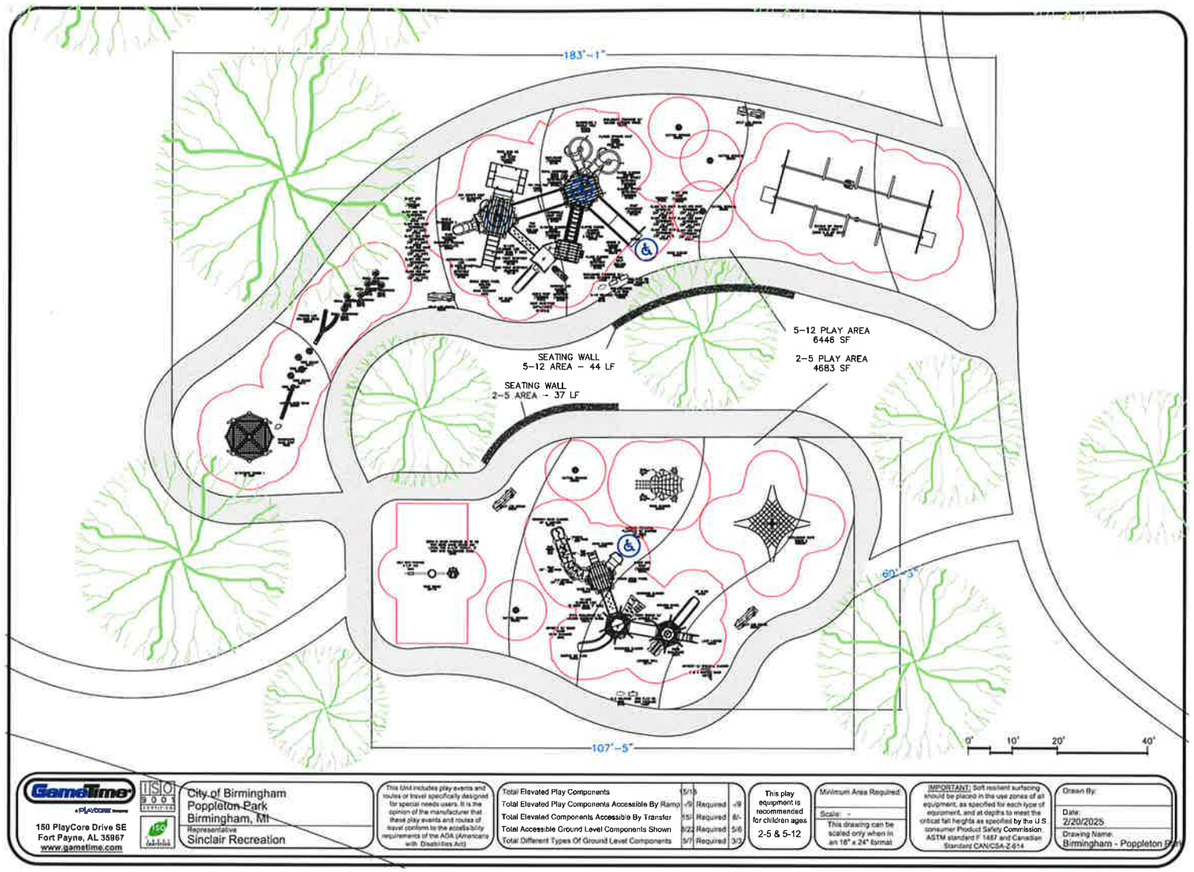
GameTime
A PLAYCORE Company



City of Birmingham Poppleton Park

Executive Summary

Project Description:

Inspired by the natural landscape, we have carefully designed an inclusive, rustic play system that embodies your community's rich culture and energy. Children can navigate a log and mushroom obstacle course, soar along a thrilling zip track, and climb a towering rope structure. Just across the sidewalk, a dedicated nature-themed play space awaits younger adventurers ages 2-5. Rooted in research, our designs foster exploration, creativity, and developmental growth, ensuring an engaging and enriching play experience for all.

Total Estimated Budget: **$900,000**

Pricing Disclaimer: The following quotes encompass all aspects of the project, including equipment, surfacing, installation, freight, and applicable taxes.

Primary Contact: **Diane Sinclair**

President and Bid Estimator
PH: (616) 836-2447
EM: diane@sinclair-rec.com

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GameTime® A PLAYCORE Company

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Order Ships

Day 135 & On
Enjoy Your New Space

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18
Equipment Manufacturing													**Equipment Install**			**Surfacing**	
Standard Products: 6 Weeks | Custom Products: 12 Weeks													3 Weeks			Installation: 2 Weeks | Curing: 2 Days	



Fully Inclusive Playground

Poppleton Park Birmingham, MI

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Fully Inclusive Playground

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Penchura Proposal



landscape structures

PLAYGROUND EQUIPMENT

REQUEST FOR QUALIFICATIONS:

PLAYGROUND DESIGN SERVICES

March 13th,2025 by 2:00 p.m.

DELIVERED TO:

Department of Public Services

851 S. Eton

Birmingham, Michigan 48009

Attn: Carrie Laird

Parks and Recreation Director

Penchura LLC

Prepared By:

Lance A. Shipman, LLA, CPSI

Lance@Penchura.com

810-459-9172

Penchura , LLC

April 8, 2025

Transmittal Letter

Thank you for the opportunity to submit this proposal for Playground Design Services for the redevelopment of several playgrounds over the next few years. The proposal contains all of the requirements in the request for qualifications documents you provided including the addendum.

Executive Summary/Services

Per your request, we have included the request examples of Inclusive Designs for the playgrounds at Poppleton Park and Pump House Park using Landscape Structure Playground Equipment without exception including variations along with examples of other available structure types. We would however note that while the presented designs meet and/or exceed the requested requirements and the described overall budgets utilizing the Sourcewell Purchasing Program, they should be considered flexible, and I would be more than happy to either provide the equipment as depicted, or meet with you and "tweak" any of the designs or explore other options within the budget should you see fit.

While these serve as examples, we also understand the public engagement is an important component of the design process. We look forward to the opportunity receive input through meetings with city staff, representatives from HOA's, and the Parks and Recreations Board. These meetings along with public feedback are essential tools along with our expertise in Inclusive Playground Design we would be used in the process as the final designs are developed for each park.

We also understand that other elements such and drinking fountains, restroom facilities, grading and site preparation may become part of each design. We are well equipped to handle those items as well with our relationships with Murdock Fountains, Poligon Structures, our installers at Michigan Recreational Construction, and a Local Landscape Architecture firm should they be needed.

Vendor's Profile and Capacity

Penchura L.L.C.
889 S. Old US 23 Brighton, MI 48114
Penchura Tax ID number is **20-4755812**
Landscape Structure Tax ID Number is **41-0971842**
Lance Shipman will be your primary contact with Penchura for this project. Lance is **CPSI certified and a Licensed Landscape Architect.**

lance@penchura.com
810-459-9172

Who we are:

- Penchura, is a premier privately owned and operated recreation solutions provider located in Brighton MI.
- Our Team is made up of Recreation Professionals with more than 80 years combined experience in the business.
- Our Staff includes Professional Engineers, Licensed Landscape Architects, LEED Accredited Professionals, Certified Teachers, Designers and Support Staff.
- Penchura and our installation specialists are Certified Playground Safety Inspectors for the State of Michigan.
- Our Installers are certified and trained by the manufacturer and CPSI.
- Penchura has more than 3,200 playgrounds by Landscape Structures installed in the State of Michigan.
- Penchura utilizes a Customer for Life Program.
- Penchura offers Funding Assistance through Federal and Local Grant Identification, Fund Raising Opportunities, Project Websites and Grand Opening Support.
- Penchura has extensive experience with successful community builds.
    - Community Build Kit.
    - Pre-Build organizational meeting.
    - Certified supervision and assistance.

Products we represent:

- Playground Equipment – Landscape Structures, Inc.
- Skatepark Equipment – Skatewave Brand from Landscape Structures Inc.
- Water and Spraypark Equipment – Aquatix by Landscape Structures
- Sporting Goods Equipment – Bison Inc., GARED, Landscape Structures, Bike Fixation, Douglas Industries, Jaypro Sports and Nice Rink.
- Site Furnishings – DuMor, Anova, Gerber Manufacturing, Doty & Sons, Terracast, JayHawk Plastics and Murdock Manufacturing
- Safety Surfacing
    - Wood Fiber – Zeager Bros., International Mulch Company and Superior Groundcover
    - Rubber Mulch – International Mulch Co.
    - PIP Rubber, Bonded Rubber Mulch – Vitriturf, Surface America and Landscape Structures
    - Artificial Turf – ForeverLawn, NOTTS Sport and Zeager Bros.
    - Rubber Safety Tiles – Pierceton Rubber Products, Zeager Bros., SofTiles, Fiberweb and SoftSurfaces
- Bleachers – Bison Inc., Kay Park Recreation, Sports System Canada
- Shelters – Poligon Shelter Systems, SkyWays, USA Shade and Shade Systems, Inc.
- Flagpoles – American Flagpole

Services:

- On Site Environment Evaluation and Consultation
- Innovative Site and Playground Design
- Certified Playground Safety Inspections
- Community Build Supervision
- Certified Professional Equipment Installation

We invite you to visit our website which contains additional information, project photos etc.

www.playlsi.com

Thank you again for the opportunity to submit this proposal. If you select Penchura L.L.C. for this project, I am confident you will be completely satisfied with the quality of service and recreation equipment you will receive.

If I can provide additional information, please contact me at the number list below.

Regards,

Lance A. Shipman, LLA, CSPI
Recreation Consultant
Penchura
C: (810)-459-9172

What makes us different makes us better!

"We Place an Emphasis on Providing the Greatest Play Value, the Highest Quality (Which Means a Lower Cost of Ownership), and Unmatched Customer Service. Penchura has a Track Record of Delivering Projects On Time and On Budget!"

The Value of Landscape Structures Playground Equipment:

- Landscape Structures is an employee-owned company that has been in business for over 50 years providing premier, high quality durable playground equipment.
- Products are proudly manufactured right here in the U.S.A.
- The most comprehensive long-term warranties in the industry.
- A founding member of the International, Play Equipment Manufacturers Association (IPEMA)
- All products are certified ASTM Standard F1487 (Safety Performance Standard)
- ISO 9001:certified since 1996 (Emphasis on Quality)
- First North American playground equipment manufacturer to become ISO 14001 certified in 2003 (Environmentally Conscious)
- Exclusive partner of Global ReLeaf
- Landscape Structures is supplier to Sourcewell and HGACBuy.
- Provider of playground equipment to Disney and Epcot Center.

"You deserve a great return on your investment, so we're committed to bringing you market-leading quality and safety in every piece of equipment – inside and out!"

That means less maintenance, greater piece of mind and *"way more fun!"* on your playgrounds.

Penchura LLC

Sustainable and Innovative by Design

What makes us different makes us better.

Sustainable by Design:

Global ReLeaf® helps us offset carbon emissions, one playground at a time Landscape Structures is an exclusive partner of Global ReLeaf, a program of American Forests. For every playground we manufacture and sell, trees are planted through Global ReLeaf to offset the carbon dioxide produced while manufacturing that specific playground. Since 2008, we have planted over 50,000 trees. A sign is available to let the community know that its playground is directly benefiting forests elsewhere on the planet—forests that filter water, remove air pollution, sequester carbon, and provide homes and nourishment for wildlife. Every tree improves the environment. And now, so does every playground.



Glass Fiber Reinforced Concrete (GFRC) means natural, rock-solid fun GFRC is the tough-as-nails material we use to create our rock climbers. GFRC has a rugged, rock-like texture that never feels artificial, and it hardens over time to deliver years of reliable fun in any environment. GFRC is UV stable and won't burn, splinter or crumble, making it virtually maintenance free. Our exclusive six-step, fade-resistant finish is produced without incorporating any acids or toxic stains. Plus, we use recycled powdercoat material to paint the bases, and recycle water used during the cleaning process, saving up to 500 gallons per day!



ProShield™ finish is a smart combination of beauty and brawn Our ProShield finish is so tough, it substantially increases the durability of our products. We've combined a specially formulated primer with a high-quality, architectural-grade powdercoat topcoat. The result is enhanced longevity, greater protection against harsh UV rays, prevention from corrosion and improved product performance. You'll first notice the vibrant, long-lasting color and glossier finish. You'll appreciate the fact that something so attractive also reduces corrosion and chipping, requiring less maintenance. It's available in all the great colors you've come to love. And we reclaim our epoxy primer within the process, eliminating waste powder. Tested tough for over 4,000 hours in a high-concentration salt/fog chamber and over 3,000 hours in a UV chamber, ProShield is more durable and UV stable than standard powdercoat paints.



TenderTuff™ coating protects small hands, feet and knees for healthier, safer kids We protect tender hands from the temperature extremes of bare metal with our proprietary TenderTuff surface coating. You'll find it on most everything children may touch. Our exclusive TenderTuff coating acts as a temperature moderator, insulating little hands from heat and cold, and providing a softer, grippier surface. Even better, we utilize production techniques that save water and energy during the application of this great coating!



Recycled and recyclable: heavy-duty aluminum and galvanized steel PlayBooster® posts and clamps set the gold standard for quality and durability. This original round post-and-clamp system features 5″-diameter posts made from galvanized steel or recycled aluminum. Die-cast aluminum top caps are secured with three drive rivets, so they won't rock or loosen, and they effectively keep water from entering posts. Bottom caps increase footing area, preventing the post from sinking or settling during installation. Our aluminum die-cast half-clamp features 360 degrees of compression for a more secure fit to posts. An aluminum drive rivet adds shear strength for load-bearing clamps. Posts and clamps feature a ProShield finish for optimum UV stability, gloss retention and a rugged, long-lasting finish. Made to last for decades for true sustainability.

Clamps
- Total recycled content: 90%
- Post-consumer content: 50%
- Recyclable

Steel Posts
- Total recycled content: 45%
- Post-consumer content: 28%
- Recyclable

Aluminum Posts
- Total recycled content: 81%
- Post-consumer content: 24%
- Recyclable



Evos™ playsystems make a big statement—in a smaller way Evos playstructures definitely inspire high-energy activity. But when it comes to the environment, this playsystem's low-energy impact is equally as impressive. Evos offers a 30% smaller carbon footprint than our traditional playstructures—paving the way for healthy fun that's healthier for our environment, too.



♻ **Recycled Permalene® panels are a colorful way to go green without sacrificing durability** Our recycled Permalene panels feature a distinctive black core that's made from recycled colored plastic household containers like those used for dish and laundry detergent, juice, shampoo, cosmetics and more. It's then sandwiched between two color-rich Permalene skins in five striking color combinations. Just as strong and resilient as our original Permalene material, these recycled panels help conserve energy and reduce greenhouse gas emissions while saving on landfill space.

- Total recycled content: 73%
- Post-consumer content: 73%
- Recyclable

Innovative by Design:



Steel-reinforced cables provide years of safe, bouncy fun Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant. Powered by Berliner Seilfabrik, one of the most experienced manufacturers of steel cables in the world, with a global reputation for top quality since 1865.

- Total recycled content: 39%



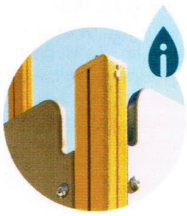
Track Ride trolley: ultra-smooth ride, ultra-long lasting Durable overhead track rides should never jolt or stop mid-glide. We built our trolley so kids can glide seamlessly along the track without interruption. It consists of four polyurethane roller skate wheels with ball bearings, a high-density polyurethane guide block and an easy-grip handle that features TenderTuff coating. It's fully enclosed, with no exposed moving parts, so fingers can't get pinched. And our special safety bumpers at each end of the rise ensure safe landings for everyone.

- Total recycled content: 24%
- Post-consumer content: 11%



Swivel point connectors are better by every measure Our Disc Challenge and S-Disc Challenge bridges may seem similar to flexible bridges offered by other manufacturers, but we use specially engineered swivel point connectors to attach our bridges to the overhead beams. These self-lubricating "universal joints" are stronger, safer and more flexible than lesser-quality clevis pins or S-hooks. Designed to withstand wear and tear, they reduce maintenance time and expense, and allow you to keep the playground fun available year-round.

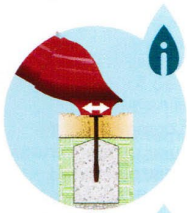
- Total recycled content: 81%
- Post-consumer content: 24%



Extruded, recycled aluminum gets PlayShaper® started right PlayShaper posts are big on benefits and sized just right. The posts have factory-installed deck flanges that support decks while the mounting hardware is assembled underneath, so installing your playstructure is a snap. The sturdy, 2-⅜"-square extruded-aluminum posts are scaled appropriately for preschoolers and are comfortable for little hands, with specially designed ridges that diffuse heat and cold. And to make PlayShaper a safe place to play, we've incorporated a 1" space between posts and tops of panels so clothing won't get caught. These posts are created from recycled materials and can be recycled at the end of their play days.

- Total recycled content: 81%
- Post-consumer content: 24%
- Recyclable

(U.S. patent #D361,631)



Sliding footers for safe and healthy kids Sliding footers help ensure slides don't pull away from decks, warp or crack due to normal expansion and contraction. The result: They help eliminate gaps that can potentially entangle children's clothing. Bolting slides directly to the ground may be less expensive, but it's not as safe or long lasting. We are the only playground equipment manufacturer to use sliding footers at the bottom of our slides.

- Total recycled content: 45%
- Post-consumer content: 28%
- Recyclable



Steel tire swing hangers designed with durability in mind Made from 100% stainless steel, our hangers utilize Oilite® bushings for a smooth, 360-degree rotation. With no bearings to replace or messy grease to worry about, they're virtually maintenance free. The swing chains thread directly through the hanger for a cleaner, safer connection. Hangs 9" below the beam for added safety.

Oilite® is a registered trademark of Beemer Precision, Inc.

- Total recycled content: 60%
- Post-consumer content: 25%
- Recyclable



Hardware packs for less waste, faster installation All our bolts, flange nuts and screws are vandal resistant to keep your playground safe from unwanted tampering. While other manufacturers ship a box of mixed bolts, we package each set of fasteners individually, per component. Equipment assembly diagrams are included to make installation easier and error free, and help make community-build projects faster and more efficient. Plus, there is less waste, which is good for everyone.

"Recyclable": Steel and aluminum can be recycled at local metal recycling facilities. High-density polyethylene materials can be recycled at commercial plastic recycling facilities. Depending on the proximity of recycling facilities to your location, these products may not be recyclable in your area.

Project Team

Penchura

Prime Contact – Lance A. Shipman, CPSI, LLA

Lance Shipman has over 30 years of professional experience in both the public and private sectors as a Landscape Architect. Mr. Shipman has been involved in the design and development of a wide variety of projects including urban, park, streetscape, waterfront, school and residential development designs. His specialties include the design of Inclusive Play Spaces and creating Destination Playgrounds. Lance is a graduate of Michigan State University, and a Licensed Landscape Architect. He lives in South Lyon with his wife and two sons. He enjoys the outdoors, cycling and coaches' baseball. Lance has taught music in several Michigan schools and has been a volunteer with the Make-A-Wish Foundation for several years.

Subcontracting Plan:

"All of our projects are installed by factory trained and certified professional installers. This insures clean, efficient and unmatched quality!"

Michigan Recreational Construction Inc. (MRC)

Contact – Craig Sheffer, Owner

MRC has over 20 years of experience and is well known in the recreational installation industry. They are a qualified Contractor and a member of the International Playground Contractors Association NPCAI. Craig and his crews are also Certified Playground Safety Inspectors (NPSI).

Foreverlawn of Ohio

Contact – Conrad Troyer

The crew at Forevelawn will be handling the turf installation including the stone base. We only use manufacturer's installers for surfacing so there is no opportunity for finger pointing.

Project Schedule

Project Timeline:

Current Lead time for all equipment is 6-8 weeks from the time of order. Installation time is anticipated to be 1-5 weeks per playground depending on the complexity of the selected design.

References

Relevant Project References:

Novi Public Schools, Multiple	Novi Michigan	Mike Dragoo	248.449.1241
Novi Parks and Rec. Multiple	City of Novi	Jeff Muck	248.347.0402
Rotary and Bicentennial Parks	City of Livonia	Ted Davis	734 466-2298
West Bloomfield Schools	West Bloomfield	Jamie Stottlelmyer	248-701-4630
Bay Court Park	Independence	Derek Smith	810-282-9696

Additional references available upon request.

Testimonials – (Below)

"The City of London and the London Community Organization had nothing but exceptional service in all aspects of acquiring our new playground. Tony Shadwick went above and beyond in helping the project be successful. I have and will continue to recommend Tony, Penchura and Landscape Structures to others."
Amy Rees
London Community

"We were very pleased with our experience with Penchura, and in particular with Landscape Structures. Our sales rep was patient, solicitous, informative and trustworthy. We had confidence in his judgment and recommendations and he went above and beyond so many times to make sure that we were happy with what we decided to purchase, satisfied with the quality of install and overall pleased with the process – including how and when pieces were delivered to the piece's final installation. While it was a relatively small project for him and Penchura, at no time where we made to feel anything but THE most important client of the company. That's impressive and all class.

And cookies, of course. Those cookies can't be underestimated."
Washington Township, Montgomery County

"Over the 5+ years I have worked with Carl while specifying Landscape Structures equipment he has been nothing but professional, personal, kind, hard-working, humble, honest and knowledgeable. I consider him first a friend and a colleague second. He is a great representative of a great product!"
Matt Levandoski
Ottawa County Parks and Recreation

"Tony was excellent to work with and always there to answer questions and concerns! Tony has helped me to get other playground work done!"

"Our turf team was incredible- they cleaned up after themselves and my custodian was so impressed!"
Carrie Montgomery
Liberty ECC

Testimonials – (Continued)

Doug Smith is definitely an asset to your company. I loved having a representative so close by!! I thank you and all that you do!
Linda Robitaille

"You're definitely right…our positive attitude will certainly see us through!!! I have enjoyed working with you, as well! You can guarantee that your name will be first in my mind if I am ever seeking someone with knowledge of playground equipment, so keep me posted!"
Alicia F. Parsons
Principal Hamburg Elementary

"I wish to share some observations and comments with you about Penchura and your staff.

West Bloomfield Parks and Recreation Commission recently completed a five-million-dollar, total park renovation of our Marshbank Park which involved the purchase and installation of new play equipment and poured in place surface from Penchura. Penchura was also responsible for installation of the equipment and the poured in place safety surface.

I want to compliment your design staff and installation staff on their work. The play structure functions very well and meets the needs of a wide variety of ages and fits in to the landscape very well. Your installation crew did a fantastic job working within the tight building conditions and everything was installed as specified.

As in all projects there were a couple of hiccups, however, Lance Shipman took the lead and worked with the factory to resolve the issues to our satisfaction.

Our experience with Penchura both on the Marshbank Park project and other past playground and park projects has been excellent.

I want to commend you on assembling a great team and group of sub-contractors. I would highly recommend Penchura to other communities or agencies that are considering installation of new playground equipment or park furniture."
David H. Burley
Deputy Director

"This is the third piece of equipment for our park project that I have been involved in since becoming a member of the Township Board. Each time Landscape Structures and Tim Sheffer have exceeded our expectations. Thank you!"
Liz Makedonsky
Imlay Township

Proposed Work Plan

Penchura has a service first approach and customer for life policy. We like to say "We don't have Customers, we have Partners"

Penchura thrives by using a collaborative approach to every project working hand with the client to produce the best solutions possible frothier projects. We relish in the idea of being part of a design team rather than a company selling products. With our expertise and experience, our goal is to help guide communities into how to accomplish their vision for their community. To do this, we are prepared to fully engage with the City and it's residents during the design process in order to determine the best solutions for each location. Through meetings and input, Penchura will develop a design utilizing the best equipment in the industry and made in the USA to bring your vision to life.

Phase 1 – Design Development input
Attend collaborative meetings with City Staff, Representative from HOA's and Parks and Recreations Board as needed.
Review feedback from public outreach by the community.
Timeframe for this phase is dependent on the city and communities schedule and number of meetings.

Landscape Structures and Penchura also invites city team members to visit the factory at no expense in order to become familiar with the design and manufacturing process as well as trends within the play industry.

Phase 2 – Conceptual Design
Develop designs based on the above, and provide concepts to the city for review.
Prepare and revision necessary per feedback from the city.
Develop all costs to implement the desired design plan.
We anticipate this being approximately 2 weeks for initial design depending on complexity, and another 1-2 weeks for any requested revisions.

Phase 3 – Procurement
Place orders for all design equipment and elements withing the project scope.
Our current lead tim is 6-8 week for most products. Play equipment is currently running a little less than that.

Phase 4 – implementation
Coordinate with the City and provide plan and schedule for the construction of their new playground area.
Complete construction and walk through with city for approval.
We typically plan for 4-5 weeks for construction, again depending on complexity and scope.

Design Example Requests – Detailed Response

In efforts to show you the range of what we can provide, we have prepared a 900K example design, 2 600K example designs and a 150K for playground improvements at Poppleton and Pump House Parks. Our proposals are per the parameters expressed within the bid documents without exception. We have also provided images of other available structure types for your review.

900K Concept for Poppleton Park - Volo Aire

Volo Aire soars to an exciting three-story tower that's accessible to the very top thanks to a winding path made of our revolutionary LSI Flexx™ steel-reinforced net, while a vertical climbing challenge rises through the center. But it's not just about reaching the top. Volo Aire is packed with events to keep kids engaged and delighted at every turn. And it's all designed to keep the flow going, even when a whole crew of kids are playing. As thrilling as it is visually stunning, the tower features perforated panels at the mid-level and vertical slats at the top, creating safe but heart-racing views as kids climb, and excellent visibility into the activity from the ground. Let Volo Aire take you up, up and away to play!

Grab your best beach buddy and ride the wild surf on this wondrously wavy play structure. Kids will love creating seaworthy adventures as they sail across the tidal Wave Climb, wind their way down curvy slides and hop-hop-hop over the pod climber. A cool Color palette accentuates this flowy design that honors the graceful motion of ocean waves. Young imaginations are encouraged to go with the watery flow as they surge forth to encounter marine life, discover buried treasure and explore the oceans of activity built into this playground.

Per RFQ documents we have provided within this concept a modern fully inclusive design that also compliments the surrounding area. To do so we have included structures where multiple children can climb, slide, invent and play together. We have included turf surfacing, shade benches and picnic tables. Our concept design includes the following equipment items:

Volo Aire – 5-12 Structure
We-Go-Round Inclusive whirl that is wheelchair accessible
We-Go-Swing Inclusive swing that is wheelchair accessible
We-Saw Inclusive 4-person See-Saw
Curva Spinner
Smart Play Motion 2-5 Structure
Chill Spinner
Flexx Swing, our newest Inclusive swing
Swings
Benches w/Back and accessible Picnic tables
CoolTopper Shade

600K Concept for Poppleton Park– Volo/Forma

This play-packed Volo structure soars with fun for everyone. Game-changing LSI Flexx netting keeps the inner ring of play fully connected, providing kids of all abilities with a diverse range of play experiences and access to all levels of Volo. The outer ring provides more challenging activities in a perpetual flowing loop of climbing and sliding fun. Integrated seek-and-find games, science experiments, and strategic route planning stimulates kids' minds while playing. Whether they prefer fast-paced action or a leisurely pace, height that thrill or staying close to the ground, Volo empowers kids to define their unique playstyle, offering a multi-layered spectrum of joy. Forma brings a contemporary vibe into any play environment. With it architectural influences, endless color possibilities and open sightlines, Forma creates the perfect complement to your play setting, whether you're looking for a nature-inspired style or something more modern. Kids will love the dynamic, challenging and inclusive play opportunities provided by Forma's clean, angular design and sensory-rich mix of materials.

Per RFQ documents we have provided within this concept a modern, inclusive inspired design that also compliments the surrounding area. To do so we have included structures where multiple children can climb, slide, invent and play together. We have included turf surfacing and benches. Our concept design includes the following equipment items:

Smart Play Volo 5-12 Structure
A complete set of Foma 2-5 and 5-12 elements
Benches w/ Back

600K Concept 2 for Poppleton Park– Ramped PlayBooster

This concept uses out more traditional inclusive ramped PlayBoooster Structure with shade. This structure provide opportunities for all users to interact and play together.

Per RFQ documents we have provided within this concept a traditional ramped, inclusive inspired design that also compliments the surrounding area. To do so we have included structures where multiple children can climb, slide, invent and play together. We have included turf surfacing and benches. Our concept design includes the following equipment items:

Ramped 5-12 Custom PlayBooster structure with shades
We-Go-Swing Inclusive Swing
We-Go Round Inclusive Whirl
Curva Spinner
Chill Spinner
2-5 Smart Play Loft Structure
Rhapsody Musical Instruments
Sensory Wall
Double ZipKrooz with assisted seat
Benches w/Back and accessible Picnic table

150K Concept for Pump House Park – Tree Tops

This wondrously abstract playstructure gives kids the sense of playing in the treetops, exploring the forest canopy branch by branch. But beyond the normal ups and downs of traditional tree-climbing, here kids also can navigate their way across wiggly bridges, crawl through the O-zone 3-Ring Climber, roar down two different slides plus so much more. Such a great range of interconnected activities at multiple levels will spark hours of imagination and energetic play, all protected by plenty of integrated shade. Whether it's a tree fort, a forest city or an agility race in the sky, it will always be a beacon for your playground.

Per RFQ documents we have provided within this concept a modern, yet nature inspired design that also compliments the surrounding area. To do so we have included structures where multiple children can climb, slide, invent and play together. We have included surfacing, benches and a picnic table. Our concept design includes the following equipment items:

Smart Play Tree Tops 5-12 Structure
Smart Play Sprig 2-5 Structure
Swings
Benches w/Back
Square Picnic Table

"You deserve a great return on your investment, so we're committed to bringing you market-leading quality and safety in every piece of equipment – inside and out!"

That means less maintenance, greater piece of mind and *"way more fun!"* on your playgrounds.

Proposed Fees

Penchura does not charge a meeting fee or a design fee for our services. I myself am a Licensed Landscape Architect and a Certified playground Safety Inspector and as such with the rest of our team, we believe we have the capacity to handle the efforts needed to provide design services and materials to facilitate the installation of the playgrounds at each park. We represent a large range of manufacturers and can provide all of the needed elements within any of the park playground plans.

Out of Scope approved changes:

If we are fortunate to be selected and we do find an out-of-scope aspect of a design that may extend beyond Penchura's capabilities, we do have a relationship with a Local Landscape Architecture Firm in Birmingham that has agreed to join our team if needed for those items. Their hourly rates would be as follows:

Principal - $275.00
Project Manager - $192.00
Landscape Architect - $165.00
Sr. Designer - $139.00
Designer - $110.00
Draftsperson - $94.00

Evaluation

Penchura is very excited at the opportunity to present our designs and approach via a post bid interview if scheduled. We feel it is the best way for us to ensure that the city has a full understanding of what we have provided and the benefits their in as well as how we interact with city personnel. It also offers the opportunity for us to field any questions or concerns.

Warranty

See attached

Value-Added Considerations

We do not have any additional considerations at this time

Project Challenges

With the exception of unforeseen site issues or utility conflicts, we do not expect any additional challenges

Penchura regularly operate multiple jobs throughout the year. For this project there should be limited need for City personnel support once started.

You are Invited to Come Visit The Factory!

What better way to see the care and quality put into all of our playgrounds than seeing it with you own eyes from the ground up right at the factory? For no cost to you, we will provide you with a VIP tour of our headquarters/factory in Delano, Minnesota. There you will experience firsthand, the exceptional work environment that drives our innovative, sustainable processes and commitment to continuous improvement.

Thank You!

Thank you for the opportunity to bid this project. When choosing Penchura, you have the support of our entire team to help answer questions during any stage of the project.



889 S. Old US 23 Brighton, MI 48114 · Phone: (810) 229-6245 · Toll Free: (888) 778-PLAY (7529) · Fax: (810) 229-6506
www.Penchura.com

Landscape Structures Inc. ("Manufacturer") warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

100-Year Limited Warranty On all PlayBooster® and PlayShaper® aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster steel posts against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all Evos® and Weevos® steel arches, all plastic components (including TuffTimbers™ edging), all aluminum and steel components not covered above, Mobius® climbers, Rhapsody® Outdoor Musical Instruments, decks and TenderTuff™ coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet® climbers and climbing cables against defects in materials or manufacturing defects.

5-Year Limited Warranty On Rhapsody cables and mallets against defects in materials or manufacturing defects and on polycarbonate panels against defects in materials or manufacturing defects.

3-Year Limited Warranty On all other parts, i.e. all swing seats and hangers, all swing chain and cables, ZipKrooz® cables, Track Ride trolleys and bumpers, Mobius Climber handholds, Wiggle Ladders, Chain Ladders, all rocking equipment including Sway Fun® gliders, belting material, LSI Flexx™ flexible cable netting, HeathBeat® resistance mechanisms, Seesaws, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.

landscape structures®

2025 Play Equipment Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

ANY SURETY BONDS ISSUED PURSUANT TO ANY CONTRACT OR SELLER'S INVOICE SHALL NOT INCLUDE COVERAGE FOR THIS GUARANTEE OR WARRANTY BEYOND ONE YEAR.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed: _____ President Date: 01/01/2025





Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2D and 3D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit. Please contact your Landscape Structures playground consultant for the shipping address.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:
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601 7th St. South
Delano, MN 55328-8605
888.438.6574 *(inside the U.S.A.)*
763.972.5200 *(outside the U.S.A.)*
playlsi.com

landscape structures®

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Landscape Structures Inc. ("Manufacturer") warrants that all equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Manufacturer further warrants:

20-Year Limited Warranty On all SkyWays® and CoolToppers® steel components against structural failure due to material or manufacturing defects.

10-Year Limited Warranty On SkyWays® and CoolToppers® fabric and thread against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the manual, and applies to standard colors only.

3-Year Limited Warranty On all other parts, including Rapid Release,® against failure due to corrosion/natural deterioration or manufacturing defects.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards (457 meters) of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

This warranty does not include any cosmetic issues or wear and tear from normal use of the product, or misuse or abuse of the product. It is valid only if the equipment is erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc. Maintenance is particularly critical in regions where dirt and/or sand may cause abrasion of the fabric.

This warranty is void if conditions exceed local building codes.

skyways
by landscape structures

2025 SkyWays® and CoolToppers® Shade Warranty

You have our word.

All the warranties commence on date of Manufacturer's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

ANY SURETY BONDS ISSUED PURSUANT TO ANY CONTRACT OR SELLER'S INVOICE SHALL NOT INCLUDE COVERAGE FOR THIS GUARANTEE OR WARRANTY BEYOND ONE YEAR.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Manufacturer shall not be liable for any direct, indirect, special, incidental or consequential damages.

Manufacturer neither assumes nor authorizes any employee, representative or any other person to assume for Manufacturer any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranties stated above are valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been exposed to saltwater or salt spray; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgement of Manufacturer, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed: President **Date:** 01/01/2025



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INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of CPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

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landscape structures

2025 Playsystem Specifications

PlayBooster®, PlayShaper®, Evos®, Weevos®, Smart Play®, Hedra® and Forma™



5I



All the materials used in the manufacturing of PlayBooster®, PlayShaper®, Evos®, Weevos®, Smart Play®, Hedra® and Forma™ playstructures have a proven track record of durability and are widely used in the playground industry.

All play components are designed to be in conformance with the ASTM F1487 Standard unless otherwise noted. To the best of our knowledge, they also conform to the U.S. Consumer Products Safety Commission (CPSC) Guidelines. Unless otherwise noted, all playstructures are considered accessible according to the 2010 ADA Standards for Accessible Design.

Play components noted with CSA are designed to be in conformance with CSA Z614, and play components noted with EN are designed to be in conformance with EN 1176.

General Specifications

Materials: All materials shall be structurally sound and suitable for safe play. Durability shall be ensured on all steel parts by the use of time-tested coatings such as zinc plating, galvanizing, ProShield® finish, TenderTuff™ coating, etc. Colors shall be specified.

ProShield® Finish: All metal components with ProShield finish shall be thoroughly cleaned and pretreated through a multi-stage wash system. Parts are then thoroughly dried, preheated and processed through a set of powder spray guns where a minimum .002" of epoxy primer is applied. A minimum .004" of architectural-grade Super Durable polyester TGIC powder is applied. The average ProShield film thickness is .006". Standard colors are available.

ProShield is formulated and tested per the following ASTM standards. Each color must meet or exceed the ratings listed below:

- Hardness (D3363) rating 2H
- Flexibility (D522) pass 1/8" mandrel
- Impact (D2794) rating minimum 80 inch-pounds
- Salt Fog Resistance (B117 and D1654) 4,000 hours and rating 6 or greater
- UV Exposure (G154, 340 bulb) 3,000 hours, rating delta E of 2, and 90 percent gloss retention*
- Adhesion (D3359, Method B) rating 5B

The Paint Line shall employ a "checkered" adhesion test daily.

** Certain colors may exceed delta E of 2. Contact Landscape Structures for exceptions.*

ProGuard™ Finish: Metal parts with ProGuard™ finish shall be cleaned and have a zinc alloy thermo-diffusion coating applied in accordance with ASTM A1059. It is highly corrosion and abrasion resistant, without flaking, peeling, blistering or chipping. ProGuard is applied standard to all Landscape Structures swing chain.

TenderTuff™ Coating: Metal components to be TenderTuff-coated shall be thoroughly cleaned in a hot phosphatizing wash system, then primed with a water-based thermosetting solution. Primed parts shall be preheated prior to dipping in UV stabilized, liquid polyvinyl chloride (PVC), then salt cured at approximately 400 degrees. The finished coating shall be approximately .080" thick at an 85 durometer with a minimum tensile strength of 1700 PSI and a minimum tear strength of 250 lbs/inch. Standard colors are available.

Belting, Textured: These parts shall be 0.315" thick mini rough top 3-ply rubber belting with polyester fabric layers. Black only.

Cables: These parts shall be made of tightly woven polyester-wrapped, six-stranded galvanized steel cable with either a polypropylene or steel core. Cables will be 20 mm in diameter. Standard colors are available. Some products available only in Black.

Concrete: Two processes are used to produce concrete products. *(See specific product installation/specification documents).* Finish is exterior latex paint suited for concrete applications. No color choices.

1. Glass Fiber Reinforced Concrete (GFRC) Products: Glass fiber is alkali-resistant (AR) with high tensile properties formulated for concrete. GFRC nominal product thickness is 1" with a unit weight of about 12 lbs per square foot and an average ultimate flexural strength of 2,100 PSI per ASTM C947.
2. Precast Concrete Products: Wet-cast solid, molded concrete with an average compressive strength of 5,000 PSI per ASTM C39. Unit weight range of about 115-145 lbs per cubic foot.

DigiFuse® Panels: These panels shall be manufactured from 1/4" thick aluminum sheet. Dye sublimation printed digital artwork is fused onto the powdercoated substrate.

GripX Platforms and Panels: These parts shall be manufactured from 3/4" UV-stabilized high-density polyethylene with a stippled pattern that enhances traction and appearance. No color choices; GripX will only be Black or Gray and predetermined for each product.

Hot Dipped Galvanized (HDG) Steel: Steel components to be Hot Dipped Galvanized shall be thoroughly cleaned of organic compounds and dirt through complete immersion in a hot alkali solution. Cleaned parts shall undergo acid pickling to remove rust or scale. All parts shall then be fluxed to eliminate surface oxides and promote intermetallic development. Prepped parts shall then be submerged in a bath of molten zinc until the part reaches 840° F and the zinc reacts to form zinc/iron intermetallic layers on all surfaces inside and out. Hot Dipped Galvanized Parts shall be manufactured and inspected according to ASTM A123.

Permalene®: These parts shall be manufactured from 3/4" high-density polyethylene that has been specially formulated for optimum UV stability and color retention. Products shall meet or exceed density of .960 G/cc per ASTM D1505, tensile strength of 2400 PSI per ASTM D638. Available in a three-layer product with (2) .100" thick colored exterior layers over a .550" thick recycled Black interior core, or as a solid white- or natural-colored panel. Standard colors are available.

Polycarbonate: Flat parts shall be made from 1/4" or 3/16" or 1/2" thick clear polycarbonate or 1/2" thick color-infused polycarbonate. Bubbles shall be vacuum formed from 1/4" thick clear polycarbonate. Standard colors are available.

General Specifications *continued*

Recycled Plastic Lumber: These boards shall be manufactured from UV-stabilized recycled high-density polyethylene. Thickness varies. Standard colors are available.

Rotationally Molded Polyethylene: These parts shall be molded using prime natural linear low-density polyethylene having a tensile strength of 2400 PSI per ASTM D638. Rotational molding resin is compounded with color and UV-stabilizing additives with a nominal wall thickness typically 1/4" with some variation depending upon product type. Standard colors are available.

Steel Decks: All steel decks shall be of modular design and have 5/16" diameter holes on the standing surface. There shall be a minimum of (4) slots in each face to accommodate face mounting of components. Decks shall be manufactured from a single piece of low carbon 12 GA (.105") sheet steel conforming to ASTM specification A-1011. The sheet shall be perforated with a return flange on the perimeter to provide the reinforcement necessary to ensure structural integrity. There shall be no unsupported area larger than 3.5 square feet. The unit shall then be TenderTuff-coated Brown or Gray only. Decks shall be designed so that all sides are flush with the outside edge of the supporting posts.

SteelX®: These parts shall be fabricated from 0.179" thick zinc plated flat steel and ProShield-finished.

Footings: Unless otherwise specified, the bury on all footings shall be 34" below Finished Grade (FG) on all in-ground play events/posts. Other types of anchoring are available upon request.

Fasteners: Primary fasteners shall be socketed and pinned tamperproof in design, stainless-steel (SST) per ASTM F 879 unless otherwise indicated (see specific product installation/specification documents). All primary fasteners shall include a locking patch type material that will meet the minimum torque requirements of IFI-125. Manufacturer to provide special tools for pinned tamperproof fasteners.

Hardware Packages: All shipments shall include either individual component-specific hardware packages or bulk hardware packages specific to each fastener type. Component-specific hardware packages shall be labeled with the part number, description, a component diagram showing the appropriate component, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number and work order number. Bulk hardware packages shall be labeled with the part number, description, a diagram showing the appropriate fastener, package weight, a bar code linking the hardware package to the job number, assembler's name, date and time the package was assembled, work center number and work order number.

Installation Documentation: All shipments shall include detailed step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications.

Packing List: All shipments shall include a packing list for each skid/container, specifying the part numbers and quantities on each skid or within each container.

Packaging: All components shall be individually wrapped or bulk wrapped and placed on skids (pallets) then shrink-wrapped to provide protection during shipment. Small parts and hardware packages will be placed in crates for shipment. Other components shall be individually wrapped or bulk wrapped to provide protection during shipment.

Maintenance Kit: An order-specific maintenance kit shall be provided for each structure order. The kit will include a notebook or packet with a second set of installation documents and order-specific maintenance documentation with recommendations on how often to inspect, what to look for and what to do to keep the equipment in like-new condition. The kit also includes touch-up primer, appropriate color touch-up paint, sandpaper, appropriate color touch-up PVC and additional installation tools for the tamperproof fasteners.

PlayBooster® General Specifications

Posts: Post length shall vary depending upon the intended use and shall be a minimum of 42" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line required for correct installation and the top of the loose fill protective surfacing. Top caps for posts shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with interference fit. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area.

Steel Posts: All steel PlayBooster posts are manufactured from 5" O.D. tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both the I.D. and the cut ends sprayed with a corrosion resistant coating.

Steel Post Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10^6 PSI

Aluminum Posts: All aluminum PlayBooster posts are manufactured from 6005A-T61 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10 x 10^6 PSI

Arch Posts: Aluminum arch posts shall be manufactured from 6063-T6 alloy. The arch shall be formed to a 21" center line radius to complement the 42" center-to-center module. The arch shall be of one continuous piece construction. There shall be no welds or additional pieces mechanically fastened to manufacture the arch. Each arch shall be designed to provide a minimum of 90 1/2" clear span from the deck to the inside of the arch at the radius peak. Arches shall be ProShield finished to a specified color.

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

PlayBooster® General Specifications *continued*

Each functional clamp assembly shall have an appropriate number of half clamps and shall be fastened to mating parts with (2) 3/8" x 1 1/8" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

PlayBooster clamps have three functional applications and shall be named as follows:

1. Offset hanger clamp assembly
2. Deck hanger clamp assembly
3. Hanger clamp assembly

Netplex® Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be die cast using a 369.1 aluminum alloy and have the following mechanical properties:

- Ultimate Tensile: 47,000 PSI
- Yield Strength: 28,000 PSI
- Elongation: 7% in 2 inches
- Shear Strength: 29,000 PSI
- Endurance Limit: 20,000 PSI

Each functional clamp assembly shall have an appropriate number of rope clamps and back clamps and shall be fastened to each other with (2) 5/8" x 1 1/2" pinned button head cap screws (SST) and (2) stainless-steel (SST) recessed "T" nuts. Either a face clamp shall be fastened to rope clamp with (2) 3/8" by 1-3/8" pinned button head cap screws or a single tab casting plate shall be fastened to rope clamp with (4) 3/8" by 1-3/8" pinned button head cap screws with 3/8" SAE flat washers. A 1/4" x 5/8" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

GeoPlex® Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be fabricated from 7 GA using .179" (4,54 mm) T316 stainless steel.

- Ultimate Tensile: 84,000 PSI
- Yield Strength: 25,000 PSI

Each functional clamp assembly shall have an appropriate number of locking clamps and shall be fastened to mating parts with (2) 3/8" x 7/8" pinned button head cap screws (SST) with (2) 3/8" SAE flat washers. A 1/4" aluminum drive rivet with stainless steel pin is used to ensure a secure fit to the post.

PlayOdyssey® Structural Frame: Post length of the double ladder/central column shall vary depending upon the deck height and shall be flush with the bottom of a deck infill or a minimum of 46" above the deck height. All posts shall be ProShield finished to specified color. All posts shall have a "finished grade marker" positioned on the post identifying the 60" bury line required for correct installation and the top of the loose fill protective surfacing. Post caps shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the ladder posts to increase the footing area. Ladders are bolted together below grade to act as a single column for installation purposes. The deck support weldments/arms are comprised of 5/16" (.313") steel conforming to 1010 steel per ASTM A635 and welded to a 52" steel post. Arms are secured to each ladder post with (4) 5/8" x 1 1/2" pinned button head cap screws through (2) 1/4" flanges.

PlayOdyssey Optional Aluminum Roof Posts: All formed aluminum PlayOdyssey roof posts are manufactured from 6063-T6 extruded tubing conforming to ASTM B-221. Posts shall have a 5" outside diameter with a .125" wall thickness. Post sleeve shall have 4.675" outside diameter with a .150" wall thickness. Post cap shall be aluminum die cast from 369.1 alloy and ProShield finished to match the post color. All caps shall be factory installed and secured in place with (3) self-sealing rivets.

Vibe® Handholds: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

Vibe Roof: Rotomolded shell, with 12 GA (.105") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available.

Vibe Enclosures: Rotomolded shell, with 7 GA (.179") HRPO steel sheet insert that is zinc plated then ProShield finished. Standard colors are available. Option of 10 activity panels available in standard Permalene® colors. Also available bubble or window panel made of 1/4" clear polycarbonate.

PlayShaper® General Specifications

Posts: 2 3/8" square aluminum posts shall have a minimum wall thickness of .125" and be extruded of 6005A-T61 aluminum alloy and have rounded corners and ribbed faces for maximum safety. A cast aluminum top cap shall be installed at the factory with stainless steel knurled spacers and aluminum drive rivets. Flanges for panels and deck supports shall be extruded of 6061-T6 aluminum alloy and slide into slots extruded in posts. Flanges and deck supports shall be attached in the factory with stainless steel knurled spacers and aluminum drive rivets. All direct bury posts shall have a "finished grade marker" positioned on the post identifying the 34" bury line and the top of the required surfacing. A molded low-density polyethylene cap, with drain holes, shall be pressed onto the bottom end of the post to increase the footing area. Posts shall have a post number sticker for installation purposes. All surface mount posts shall be continuously welded to a 1/4" x 6" square 6061-T6 aluminum surface mount plate and allow for 2" of protective surfacing. Posts shall be ProShield finished to a specified color.

Aluminum Post Mechanical Properties:

- Yield Strength (min): 35,000 PSI
- Tensile Strength (min): 38,000 PSI
- Elongation: 10% in 2 inches
- Modulus of Elasticity: 10 x 10^6 PSI

Arch Posts: Arch posts shall have the same shape as the posts and be extruded from 6063-T4 aluminum alloy. Roof support flanges shall be of the same shape and material as the panel flanges. Arch shall be formed in a 180 degree arc on a 21" center line radius. Arches shall be secured to standard length posts with solid aluminum sleeves that are tapped to receive (16) 3/8" x 5/8" pinned button head cap screws per arch. Arch posts shall be ProShield-finished to a specified color.

Evos® General Specifications

Arches: All steel arches are ProShield finished and manufactured from 5" O.D. galvanized tubing with a wall thickness of .120".

Steel Arch Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10^6 PSI

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum alloy and having the following mechanical properties:

- Ultimate Tensile: 35,000 PSI
- Yield Strength: 18,000 PSI
- Elongation: 8% in 2 inches

Weevos® General Specifications

Arches: All steel arches are ProShield finished and manufactured from 3-1/2" O.D. galvanized tubing with a wall thickness of .120".

Steel Arch Mechanical Properties:

- Yield Strength (min): 50,000 PSI
- Tensile Strength (min): 55,000 PSI
- Elongation: 25% in 2 inches
- Modulus of Elasticity: 29.5 x 10^6 PSI

Clamps: All clamps are ProShield finished and, unless otherwise noted, shall be sand cast using a 356-T6 aluminum alloy and having the following mechanical properties:

- Ultimate Tensile: 35,000 PSI
- Yield Strength: 18,000 PSI
- Elongation: 8% in 2 inches

Smart Play® General Specifications

Each Smart Play structure is unique. Please refer to the individual product installation/specification document for details.

Hedra® General Specifications

Frames: All Hedra frames are manufactured using 4-1/2" O.D. steel tubing with a wall thickness of .120". After welding, frames are shot blast per SSPC-SS6/NACE 3 commercial blast cleaning and shall be ProShield-finished to a specified color.

Perforated Panels: These parts are made from 3/16" thick 5052 H32 aluminum with .313 hole pattern .50 x 60°. Panels are ProShield-finished to a specified color.

Infill Panels: These parts made from 1/8" thick 5052 H32 aluminum with a hexagonal hole pattern. Panels are ProShield-finished to a specified color.

Forma™ General Specifications

Frames: All Forma frames are manufactured from 5" square steel tubing with a wall thickness of .120" and shall be galvanized after rolling and shall have both I.D. and the cut ends sprayed with a corrosion resistant coating. Frames are ProShield-finished to a specified color.

Frame Caps: Top caps for frames shall be aluminum die cast and ProShield finished to match the frame color. All caps shall be secured in place with 3/8" x 3/8" drive rivets.

Peg Caps: Peg caps shall be aluminum die cast and ProShield-finished to match the corresponding frame or bracket color. A provided Cap Wrench is used to snug Peg Cap over hardware.

Supports: Forma supports are manufactured from 2" square steel tubing with a wall thickness of .120". Supports are ProShield-finished to a specified color.


MIRROR



601 7th Street South, Delano, MN 55328-8605 USA
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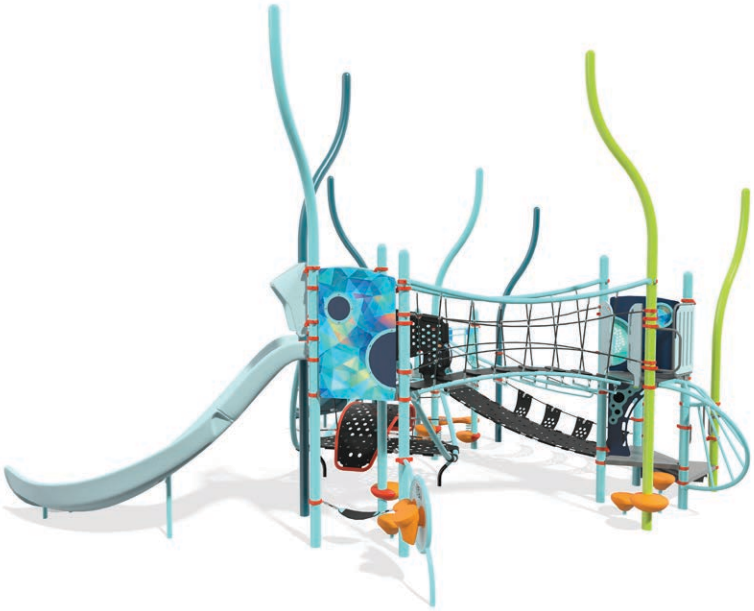
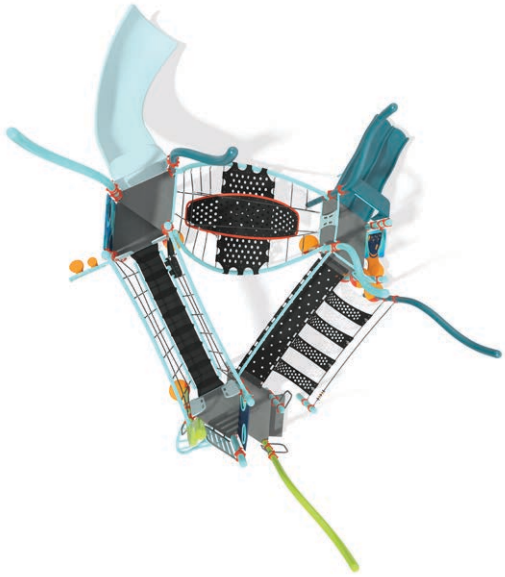
Smart Play® BeachComber®







Smart Play® BeachComber®

Surf BeachComber®

Grab your best beach buddy and ride the wild surf on this wondrously wavy playstructure. Kids will love creating seaworthy adventures as they sail across the Tidal Wave Climber, wind their way down curvy slides and hop-hop-hop over the Pod Climber®.

A cool color palette accentuates this flowy design that honors the graceful motion of ocean waves. Young imaginations are encouraged to go with the watery flow as they surge forth to encounter marine life, discover buried treasure and explore the oceans of activity built into the BeachComber. Introduce this seaside attraction to any playground for hours of nautical fun—no sand required!

Features:

- Innovative design includes lots of activities in a compact space, requiring less surfacing
- Colorful and artistic DigiFuse® accents add to the seaside aesthetic
- Designing your own is quick and easy with our recommended color scheme or your color choices
- Available with optional beach umbrella shade
- ADA compliant
- Direct bury

Developmental Benefits:

- Sensory: Vestibular+, Proprioception, Tactile, Visual, Auditory
- Motor Skills: Agility, Balance, Coordination, Endurance, Fine Motor, Eye-hand Coordination, Motor Planning, Core, Upper & Lower Body Strength
- Cognitive Skills: Problem Solving, Strategic Thinking
- Social/Emotional Skills: Cooperation, Social Skill Development, Imaginative Play



BeachComber®

CP018107 (ASTM/CSA) – Pre-colored

CP018100 (ASTM/CSA) – Colorable

- For ages 5 to 12
- Maximum fall height (ASTM): 88″ (2,24 m)
- Maximum fall height (CSA): 126″ (3,20 m)
- Minimum area required: 43′6″ x 34′10″ (13,26 m x 10,62 m)

CP018110 (EN) – Pre-colored

CP018108 (EN) – Colorable

- For ages 5 to 12
- Maximum fall height: 88″ (2,24 m)
- Minimum area required: 40′4″ x 33′11″ (12,29 m x 10,34 m)

landscape structures®

Contact your local playground consultant today to learn more at 888.438.6574 or 763.972.5200. Or visit playlsi.com.

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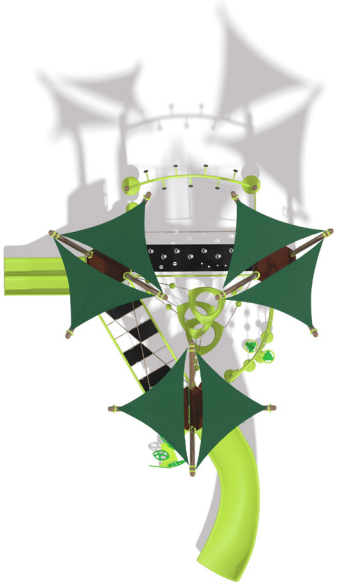
Smart Play® Tree Tops™







Smart Play® Tree Tops™

Explore Tree Tops™

This wondrously abstract playstructure gives kids the sense of playing in the treetops, exploring a forest canopy branch by branch. But beyond the normal ups and downs of traditional tree-climbing, here kids can also navigate their way across wiggly bridges, crawl through the O-Zone® 3-ring climber, roar down two different slides, plus so much more.

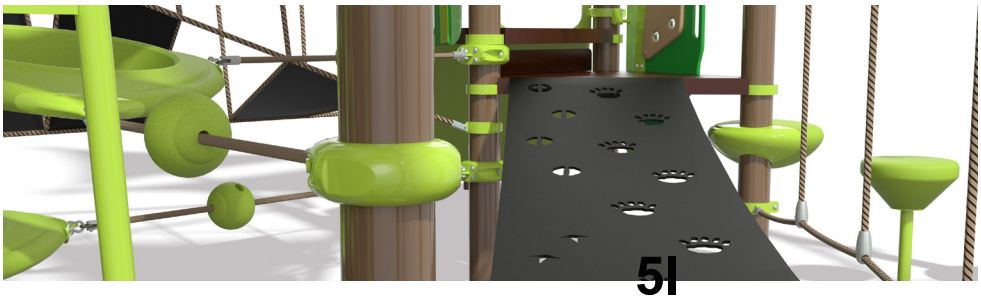
Such a great range of interconnected activities at multiple levels will spark hours of imaginative and energetic play, all protected by plenty of built-in shade. Whether it's a tree fort, a forest city or an agility race in the sky, it will always be a beacon for your playground.

Features:

- Innovative design includes lots of activities in a compact space, requiring less surfacing
- Colorful and artistic DigiFuse® accents add to the woodsy aesthetic
- Designing your own is quick and easy with our recommended color scheme or your color choices
- Built-in shade
- ADA compliant
- Direct bury

Developmental Benefits:

- Sensory: Vestibular+, Proprioception, Tactile, Visual, Auditory
- Motor Skills: Agility, Balance, Coordination, Endurance, Fine Motor, Eye-hand Coordination, Motor Planning, Core, Upper & Lower Body Strength
- Cognitive Skills: Problem Solving, Strategic Thinking
- Social/Emotional Skills: Cooperation, Social Skill Development, Imaginative Play



Tree Tops™

Design 6359 (ASTM/CSA)

- For ages 5 to 12
- Maximum fall height (ASTM): 96″ (2,44 m)
- Maximum fall height (CSA): 134″ (3,40 m)
- Minimum area required 47′2″ x 35′5″ (17,38 m x 10,80 m)

Design 6408 (EN)

- For ages 5 to 12
- Maximum fall height: 96″ (2,44 m)
- Minimum area required: 45′1″ x 35′1″ (13,74 m x 10,69 m)

landscape structures®

Contact your local playground consultant today to learn more at 888.438.6574 or 763.972.5200. Or visit playlsi.com.

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landscape structures®

Super Netplex®

FOR AGES 5 TO 12




JAY J3

UP FOR ALL!

WE TOOK YOUR FAVORITE NETPLEX® COMPONENTS AND BROUGHT THEM TO SIGNIFICANT NEW HEIGHTS. NOW EVERY KID CAN CLIMB AS HIGH AS 8 FEET—EVEN 12 FEET—WITH SUPER NETPLEX.

INCLUSIVITY IS BUILT INTO THESE ELEVATED PLAYSTRUCTURES. THE CENTER SPIRAL BELTING WITH GRIPPY TEXTURE PROVIDES AN EASY WAY FOR EVERYONE TO GET TO THE TOP. IT'S SURROUNDED BY A WEB OF CABLES THAT SUPPORT A MULTITUDE OF CLIMBERS. THE RESULT IS A THRILLING NETWORK OF VARYING ROUTES THAT ALLOWS FRIENDS OF ALL ABILITIES TO PLAY ALONGSIDE ONE ANOTHER.

EVERYONE CAN ENJOY THE SPECTACULAR VIEW FROM THE TOWERS WHILE THOSE WATCHING BELOW HAVE PERFECT SIGHTLINES TO ALL THE ACTIVITY. AFTER A WHOOSHY RIDE DOWN ONE OR MORE SLIDES, EAGER PLAYERS CAN SCALE THEIR WAY TO THE TOP AGAIN.

CHOOSE FROM FOUR PRECONFIGURED SUPER NETPLEX DESIGNS, EACH PROVIDING THE BENEFITS OF HEIGHT, ACCESSIBILITY AND VISIBILITY.









Super Netplex® 8' Single Tower

Features 96" Double Swoosh Slide®

Soar skyward with this fresh twist on Netplex®! Kids can choose to ascend via the center spiral belting or surrounding climbing cables. With lots of scrambling, spinning, bouncing fun and plenty of places to hang out, this playstructure will be a super addition to your playground.

- Includes Spiral Belt Climber, Double Swoosh Slide®, LolliLadder™ and Sol Spinner™
- Overall structure height: 18′ 4″ (5,59 m)
- ADA compliant
- Steel-reinforced cables are extremely durable and vandal resistant, available in black
- Latex-free rubber belting, available in black
- U.S. Patent No. 9,375,609 and other patent pending
- Direct bury
- Choose three ProShield® colors and two polyethylene colors
- **#254625**

Minimum area required:
29′ 11″ x 44′ 10″
(9,12 m x 13,67 m)

Maximum fall height:
ASTM 96″ (2,44 m)
CSA 134″ (3,40 m)
EN 96″ (2,44 m)







Super Netplex® 12' Single Tower

Features 96" Double Swoosh Slide® and 144" TurboTwister™ Tunnel Slide
Climb even higher for new heights of fun! This super-tall tower offers great sightlines both above and below. With lots of popular Netplex® activities plus two slides, kids of all abilities will enjoy playing with classmates while tackling this friendly giant.

- Includes Spiral Belt Climber, Double Swoosh Slide®, TurboTwister™ Tunnel Slide, SwiggleKnots™ Bridge, Portal Climber, Chinning Bar and Turning Bar
- Overall structure height: 25' 8" (7,82 m)
- ADA compliant
- Steel-reinforced cables are extremely durable and vandal resistant, available in black
- Latex-free rubber belting, available in black
- U.S. Patent No. 9,375,609 and other patent pending
- Direct bury
- Choose three ProShield® colors and two polyethylene colors
- **#254626**

Minimum area required:
36' 11" x 45' 7"
(11,25 m x 13,89 m)

Maximum fall height:
ASTM 144" (3,66 m)
CSA 144" (3,66 m)
EN 118" (3,00 m)





Super Netplex®
12' to 12' Double Towers
















5I

Super Netplex®

12' to 12' Double Towers

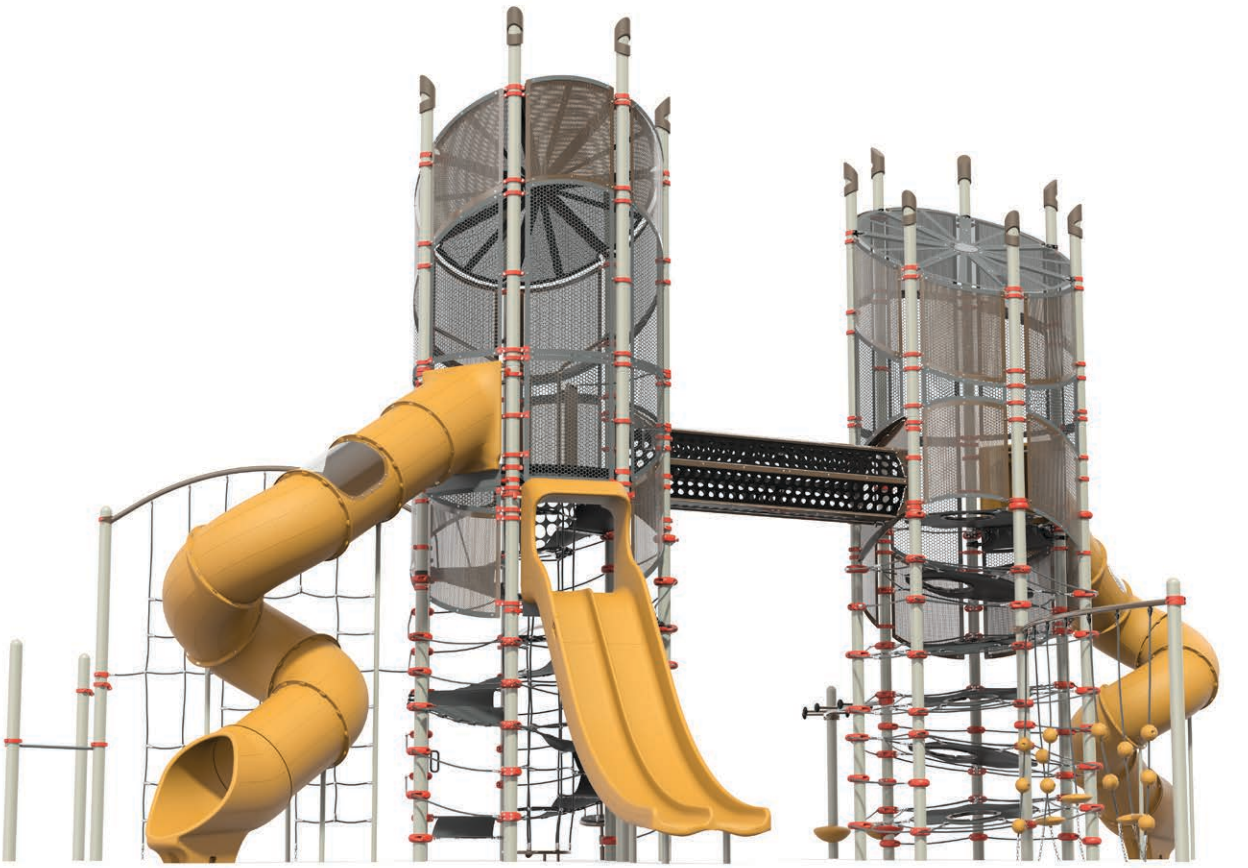
Features 96" Double Swoosh Slide® and 144' TurboTwister™ Tunnel Slides

Netplex® to the max! Not only does this structure take the Netplex concept to new heights, but it also doubles the fun with two of our tallest towers. Three slides and the most popular Netplex components are included, ensuring that this Super Netplex becomes a favorite play destination.

- Includes Spiral Belt Climber, Disc Net™ Climber, Double Swoosh Slide®, two TurboTwister™ Tunnel Slides, Elevated Crawl Tunnel, LolliLadder™, Sol Spinner™, SwiggleKnots™ Bridge, Portal Climber, Chinning Bar and Turning Bar
- Overall structure height: 25' 8" (7,82 m)
- ADA compliant
- Steel-reinforced cables are extremely durable and vandal resistant, available in black
- Latex-free rubber belting, available in black
- U.S. Patent No. 9,375,609 and other patent pending
- Direct bury
- Choose three ProShield® colors, two polyethylene colors and one Permalene® color
- **#254629**

Minimum area required:
46' 9" x 63'
(14,25 m x 19,20 m)

Maximum fall height:
ASTM 144" (3,66 m)
CSA 144" (3,66 m)





Super Netplex®

8' to 12' Double Towers

Features 96" Double Swoosh Slide® and 144" TurboTwister™ Tunnel Slide

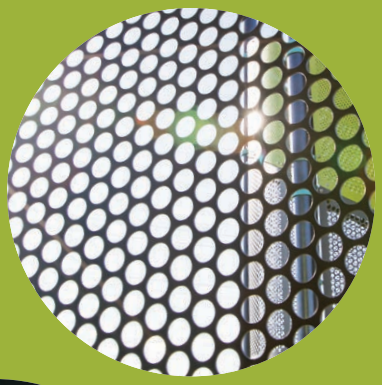
Our two towers are joined by a traversable tunnel, connecting kids to multiple levels of inclusive play opportunities. Clear sightlines enable kids to enjoy the view from the top while caregivers monitor the activity from the ground. Lots of unique activities equal lots of fun!

- Includes Spiral Belt Climber, Disc Net™ Climber, Double Swoosh Slide®, TurboTwister™ Tunnel Slide, Elevated Crawl Tunnel, LolliLadder™, Sol Spinner™, SwiggleKnots™ Bridge, Portal Climber, Chinning Bar and Turning Bar
- Overall structure height: 25′ 8″ (7,82 m)
- ADA compliant
- Steel-reinforced cables are extremely durable and vandal resistant, available in black
- Latex-free rubber belting, available in black
- Patented clamping system. U.S. Patent No. 9,375,609
- Direct bury
- Choose three ProShield® colors, two polyethylene colors and one Permalene® color
- **#254627**

Minimum area required:
42′ 1″ x 60′ 4″
(12,83 m x 18,39 m)

Maximum fall height:
ASTM 144″ (3,66 m)
CSA 144″ (3,66 m)
EN 118″ (3,00 m)





1.



2.



6.

MATERIALS MATTER



3.



5.



4.

1. PERFORATED ALUMINUM PANELS
See-through panels provide a strong and safe barrier while allowing great visibility. Kids can see out and caregivers can see in.

2. PROSHIELD® FINISH
Our ProShield Finish is so tough, it substantially increases the durability of our products. The result is enhanced longevity, greater protection against UV rays, prevention from corrosion and improved product performance, all while requiring less maintenance.

3. NETPLEX® CLAMPS
Our patented clamping system provides a unique and flexible attachment for cable connections. Clamps feature a ProShield® Finish in a complementary color. U.S. Patent 9,375,609.

4. STEEL-REINFORCED CLIMBING CABLES
Steel-Reinforced cables provide years of safe, bouncy fun. Made of tightly woven, polyester-wrapped, six-stranded galvanized-steel cable. These abrasion-resistant, color-stable cables are extremely durable and vandal resistant.

5. TEXTURED RUBBER BELTING
Latex-free 3-ply black rubber belting with polyester fabric layers provides a grippy texture for climbing or relaxing.

6. ROTATIONALLY MOLDED POLYETHYLENE
Available in many colors, the architectural-grade pigments contain no heavy metals and provide long-lasting, UV-stable, vibrant colors. 100% recyclable.

Super Netplex® playstructures are compliant to ASTM, CSA and EN, but not IPEMA Certified.





landscape structures®

Since 1971, Landscape Structures Inc. has been the leading manufacturer of commercial playground equipment in the world. Our employee-owned company designs community and school playgrounds that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits—of design, inclusion, play—to help kids realize there is no limit to what they can do today and in the future. For a better tomorrow, we play today.

601 7th Street South, Delano, MN 55328 USA • 888.438.6574 • 763.972.5200 • playlsi.com

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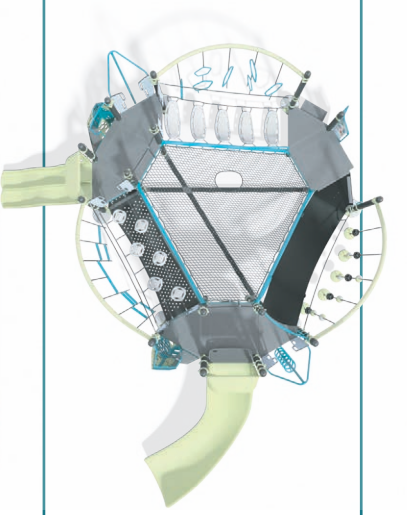
landscape structures®

Smart Play® Volo™



Volo™ Soars with Fun





Volo™ is a play-packed structure that soars with fun for everyone. And it's all concentrated in a compact footprint and with optional integrated shade. The inner ring is fully-connected by LSI Flexx™, our own game-changing steel reinforced cable netting material that offers kids with a range of abilities a ton of play sensations from relaxing to bouncing to climbing. From there, it's all about choosing your own adventure and there's no shortage of ways to go! We intentionally designed each event to flow to the next, creating a perpetual play loop. Fast or slow, high or low, full energy or low key, this structure invites kids to explore and create their own style of play with multiple layers of fun.

Features:

- Loaded with 20 fully connected activities to maximize play value in a compact footprint, minimizing the amount of surfacing required
- Multiple entry points and layers of play accommodate a large number of kids
- Optional integrated shade blocks UV rays and keeps kids cooler
- Models without shade available in direct bury or surface mount
- Models with shade are direct bury
- Patent pending
- Choice of ProShield®, Permalene®, polyethylene, cable, and shade fabric colors
- ADA compliant
- Steel posts

Developmental Benefits:

- Sensory—Auditory, Proprioception, Tactile, Vestibular+, Visual
- Motor Skills—Agility, Balance, Coordination, Core Body Strength, Endurance, Eye-hand Coordination, Fine Motor, Lower Body Strength, Motor Planning, Upper Body Strength
- Cognitive Skills—Problem Solving, Strategic Thinking
- Social/Emotional Skills—Cooperation, Imaginative Play, Social Skill Development

Volo

- For ages 5 to 12
- Includes Alpine® Slide
- Meets ASTM/CSA
- Maximum fall height ASTM 88" (2,24 m); CSA 126" (3,20 m)
- Minimum area required (ASTM/CSA): 46'6" x 41'8" (14,17 m x 12,70 m)

#323659 Volo
#323661 Volo w/Shade

Volo EN

- For ages 5 to 12
- Includes El Slide
- Meets ASTM/CSA/EN
- Maximum fall height ASTM and EN 86" (2,18 m); CSA 124" (3,15 m)
- Minimum area required (EN): 48'6" x 41'11" (14,78 m x 14,78 m)

#334951 Volo EN
#334952 Volo w/Shade EN





Revolutionary LSI Flexx™ is steel-reinforced cable netting that serves as a central hub, creating a new model for playground access and inclusion.





Two Crux Climbers provide double the fun with different climbing challenges inside and out. Kids can also find some of the hidden birds nesting here.





Even hidden spaces are activated with bridges, slack lines, and hangout spots.






With 20 different activities, kids will flock to Volo over and over again.






landscape structures®

Since 1971, Landscape Structures Inc. has been the leading manufacturer of commercial playground equipment in the world. Our employee-owned company designs community and school playgrounds that encourage kids of all ages and abilities to learn persistence, leadership, competition, bravery, support and empathy through play. We push the limits—of design, inclusion, play—to help kids realize there is no limit to what they can do today and in the future. For a better tomorrow, we play today.

Contact your local consultant today to learn more at 888.438.6574 or 763.972.5200. Or visit playlsi.com.

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Volo Aire™



landscape structures®

Sensory Systems Engaged	Motor Skills
Auditory Proprioception Tactile Vestibular+ Visual	Agility, Balance, Coordination, Endurance, Eye-hand Coordination, Fine Motor, Motor Planning, Core, Upper & Lower Body Strength
Cognitive Skills	**Social Skills**
Problem Solving Strategic Thinking	Cooperation Imaginative Play Social Skill Development

The Volo Aire™ provides children with multiple climbing pathways of play to get up high and experience awe-inspiring views. Children who use a mobility device can transfer at the base of the Volo Aire and pick multiple routes to reach the top or stop at any level to just hang out with friends and enjoy the breeze and the view. All children have the choice of parallel paths above and below as well as around the interior netting to get to all levels. The integrated roof provides relief from the direct sun. The Oodle® seat climber provides a great "time-in" space for children who need to take a rest from all the action above. The structure includes games of hide and seek and fine motor play as well as the thrill of sliding back down to earth on slides from different levels as well as by the firepole. Children of all ages, abilities and skill levels will have hours of fun playing together on the Volo Aire.

© 2024 Kanics Inclusive Design Services, LLC

landscape structures®

This Certificate Approves

Penchura LLC

As having met the high standards necessary to become a

Certified Installer

of equipment manufactured by Landscape Structures Inc.

Calendar Years 2016-2018

Date

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

NPCAI
International Playground Contractors Association

Member ID#
1998-0511

Certificate of Playground Contractor Qualification

This certificate validates that the company below is listed as a ***Qualified Playground Contractor*** *and a* ***Member*** *of the NPCAI and has the necessary requirements to conduct business. The member below agrees to support and promote the International Playground Contractors Association.*

MICHIGAN RECREATIONAL CONSTRUCTION, INC.

BRIGHTON, MICHIGAN

The above named contractor has the proper licensing to conduct business in the following states:

State	*License #*	*Additional States*	*Expires*
MI	# N/A		8-30-2010

Karen H. Spears 9/18/2009

Karen H. Spears NPCAI Chairman — Date

Sylvia A. Salazar 9/18/2009

Sylvia A. Salazar, NPCAI Executive Director — Date

LANDSCAPE STRUCTURES INC

Anything else is cutting corners.™

This Certificate Approves

Michigan Recreational Construction

As having met the high standards necessary to become a

Certified Installer

of equipment provided by Landscape Structures, Inc.

1-1-01

Date

Official Validation

National Recreation and Park Association

Let it be known that

CRAIG A SHEFFER

has met the requirements of the standards set forth by the National Certification Board and National Playground Safety Institute Executive Committee and is hereby granted certification as a

Certified Playground Safety Inspector

Chairperson, NPSI Executive Committee

NRPA Interim Executive Director

National Playground Safety Institute™

4/25/2008
Date Certified

12060-0511
Certification Number

5/1/2011
Expiration Date

National Recreation and Park Association

AGREEMENT FOR PLAYGROUND DESIGN SERVICES FOR BIRMINGHAM PARKS

THIS AGREEMENT is entered into this ___ day of _____, 2025, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Penchura LLC, a Michigan company, whose address is 889 S. Old US 23, Brighton, MI 48144 (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties, and effective upon the date of the Mayor's signature.

WHEREAS, the City desires to have Contractor provide playground design services and playground equipment for various City of Birmingham park locations utilizing a cooperative purchase agreement for the purchase of said playground equipment, and all related work; and

WHEREAS, the City requested proposals for the procurement and performance of services required for playground design services utilizing a cooperative purchasing agreement such as Sourcewell and for the purchase of playground equipment for various parks in the City of Birmingham, and in connection therewith has prepared a request for sealed proposals ("RFP"), and

WHEREAS, Contractor has professional qualifications that meet the project requirements and has made a proposal in accordance with instructions to the bidders and specifications, and terms and conditions.

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

MUTUALLY AGREE: It is mutually agreed by and between the parties that the contractor's response dated March 13, 2025 will be fully incorporated herein to provide playground design services for the City of Birmingham for various Birmingham park locations and herein by reference shall become a part of this Agreement as attachment A, and shall be binding upon both parties hereto.

1. TERM: This Agreement shall have a term of four (4) years from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to all material associated with the project, whether installed or not by the Contractor through such date.

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

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

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

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

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

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

8. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase

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

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

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

A. Workers' Compensation Insurance:

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

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

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

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

F. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

11. 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: Scott D. Zielinski, DPS Director

Contractor: Penchura, LLC
889 S. Old US 23
Attn: Lance A. Shipman, LLA, CSPI Recreation Consultant,
Brighton, MI 48144

12. 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.

13. 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.

14. COMPLETE AGREEMENT: The parties agree that the conditions set forth in this Agreement sets forth all terms and conditions of Contractor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Contractor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

15. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

16. FAILURE TO PERFORM. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

17. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

18. RESPONSE TO REQUESTS FOR QUOTES: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated March 13, 2025. In the event of a conflict in any of the terms of this Agreement and the Contractor's March 13, 2025 response, the terms of this Agreement shall prevail.

19. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor:

By: _____

Its: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2025 before me personally appeared _____, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

Date:_____

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Scott D. Zielinski, P.E., DPS Director
(Approved as to substance)

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

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PLAYGROUND DESIGN SERVICES
FOR BIRMINGHAM PARKS

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

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

PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
TAXPAYER I.D.#	

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Clerk's Office

DATE: **April 10, 2025**

TO: **Jana L. Ecker, City Manager**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Board of Zoning Appeals Member Resignation**

INTRODUCTION/BACKGROUND:

The Board of Zoning Appeals Member Pierre Yaldo submitted his resignation from the board effective April 8, 2025.

LEGAL REVIEW:
None.

FISCAL IMPACT:
None.

SUSTAINABILITY IMPACT:
None.

PUBLIC COMMUNICATIONS:
The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and commission opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:
The City Commission is being asked to accept the resignation of Pierre Yaldo from the Board of Zoning Appeals, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated April 8, 2025.

SUGGESTED COMMISSION ACTION:
To make a motion to accept the resignation of Pierre Yaldo from the Board of Zoning Appeals, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

Forwarded message ---------
From: **Pierre Yaldo** <pierre@bluelandmgt.com>
Date: Tue, Apr 8, 2025 at 10:24 PM
Subject: Board Resignation
To: Bruce Johnson <Bjohnson@bhamgov.org>

Bruce, please allow this email to confirm that effective today I will be resigning from the board, pursuant to my statement on the record today. Thank you kindly and I look forward to crossing paths with you and other city staff in the future. Have a great week.

Sincerely,

Pierre Yaldo
(248) 534-5585

--

Bruce R. Johnson
Building Official
City of Birmingham
151 Martin Street
Birmingham, MI 48009
(248) 530-1842 Office
(248) 530-1292 Fax

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

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Clerk's Office

DATE: **April 10, 2025**

TO: **Jana L. Ecker, City Manager**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Senior/Recreation Center Committee Member Resignation**

INTRODUCTION/BACKGROUND:

The Senior/Recreation Center Committee Member Evan Dix submitted his resignation from the board effective March 28, 2025.

LEGAL REVIEW:
None.

FISCAL IMPACT:
None.

SUSTAINABILITY IMPACT:
None.

PUBLIC COMMUNICATIONS:
The City Clerk's office will publish a notice of intention to appoint to this position, post the vacancy on the "board and commission opportunities" portion of the City's website and include it in the City's digital news vehicles as publication schedules permit.

SUMMARY:
The City Commission is being asked to accept the resignation of Evan Dix from the Senior/Recreation Center Committee, thank him for his service, and to direct the City Clerk to begin the process of filling the vacancy.

ATTACHMENTS:

1. Resignation letter dated March 28, 2025.

SUGGESTED COMMISSION ACTION:
To make a motion to accept the resignation of Evan Dix from the Senior/Recreation Center Committee, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy.

BIRMINGHAM
A WALKABLE CITY

Melissa Fairbairn <mfairbairn@bhamgov.org>

Senior/Recreation Center Committee

Evan Dix <silvia.dix@gmail.com> Fri, Mar 28, 2025 at 6:16 PM
To: Melissa Fairbairn <mfairbairn@bhamgov.org>

Hello Melissa,

I am sorry that I have not been to the meetings recently as I am back at college and the time conflicts with my schedule. I think it is best that I step down from my position as I am mostly unavailable due to school. I am still keeping up to date with the project, yet school is my priority right now so I need to focus on that.

Best Regards,
Evan Dix
[Quoted text hidden]

MEMORANDUM

Clerk's Office

DATE: April 15, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Set Public Hearing for the Renewal of the Cable Television Franchise Agreement with Comcast

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INTRODUCTION:
The current cable television franchise agreement with Comcast is set to expire in 2025 if not renewed.

BACKGROUND:
In 2015 the City of Birmingham entered into a Franchise Agreement with Comcast, and Comcast is requesting that there be a renewal of the Franchise Agreement for 10 years. In accordance with Sec. 30-85. – Franchise renewal of the Birmingham City Code, this franchise may be renewed by the City Commission upon application by the franchisee, in this case, Comcast, with advice of the Birmingham Area Cable Board. The agreement was reviewed by the Cable Board at its regular meeting of March 19, 2025. After giving proper public notice, the City Commission shall proceed upon the advice of the Birmingham Area Cable Board to determine whether the franchisee has satisfactorily performed all obligations under the franchise in a public hearing.

LEGAL REVIEW:
The City Attorney has reviewed the process and has no objection as to form or content.

FISCAL IMPACT:
N/A

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
N/A

PUBLIC COMMUNICATIONS:
If the City Commission approves the public hearing, the hearing notice will be published in the newspaper, at least once per week until the hearing, with one post being 15-days before the date of the hearing. The notice will also appear in at least two channels of the cable communications

system between the hours of 7:00 p.m. and 9:00 p.m. for five consecutive days prior to the hearing, as well as being posted on the Public Notices webpage of the City's website.

SUMMARY:
It is recommended that the City Commission set May 19, 2025 as the date to conduct the required public hearing.

ATTACHMENTS:
N/A

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set May 19, 2025 as the public hearing date for the renewal of the cable television franchise agreement with Comcast.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

RENEWAL OF THE CABLE TELEVISION FRANCHISE AGREEMENT WITH COMCAST

Meeting date, time, location:	Monday, May 19, 2025 at 7:30 PM Municipal Building, 151 Martin Birmingham, MI 48009
Nature of Hearing:	In accordance with Sec. 30-85. – Franchise renewal of the Birmingham City Code, this franchise may be renewed by the City Commission upon application by the franchisee, in this case, Comcast, with advice of the Birmingham Area Cable Board.
City Staff Contact:	Alexandria Bingham, City Clerk, 248 530 1880 abingham@bhamgov.org
Notice Requirements:	Published in the newspaper, at least once per week until the hearing, with one post being 15-days before the date of the hearing; appear in at least two channels of the cable communications system between the hours of 7:00 p.m. and 9:00 p.m. for five consecutive days prior to the hearing; posted on the Public Notices webpage of the City's website.
Approved minutes may be viewed at:	City Clerk's Office or online at bhamgov.org/commission

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 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.

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) 644-3405 (TDD) at least one day in advance to request to request mobility, visual, hearing or other assistance.

BIRMINGHAM
A WALKABLE CITY

April 2025 City Manager's Report

Baldwin Public Library

Library Board
The Library Board will meet on Monday, April 21 at 7:30 p.m. for its regular meeting.

New Self-Checkout Stations
Two new stations were installed in the Youth Room on April 2, bringing the total number of self-checkout stations in the library to five. These stations were created by our own IT staff using components we had on hand and saved the library about $10,000 as compared to units we have previously purchased from our self-check vendor, Bibliotheca. About 48% of checkouts at the library are done on these self-checkout machines.



Used Book and Media Sale
The Friends of the Baldwin Public Library are currently offering book sales by donation in the newly renovated Center Gallery. Check out fresh inventory on a regular basis!

The Spring 2025 Friends of the Baldwin Public Library Used Book and Media Sale will be held on April 26 and 27. Browse more than 4,000 used books in our lower level. Hardcover books are $2 per title, paperbacks are $1 per title and gift quality books are priced as marked. Proceeds from this sale benefit programs and services at the Baldwin Public Library.

- Saturday, April 26: 10:00 am to noon – Friends Members only; memberships available at the door and begin at $15 for an individual.
- Saturday, April 26: 12:00 to 4:30 pm – General shopping for all.

- Sunday, April 27: 12:30-4:00pm – $5 Bag Sale; buy a bag for $5 and fill it with items!

Battle of the Books 2025

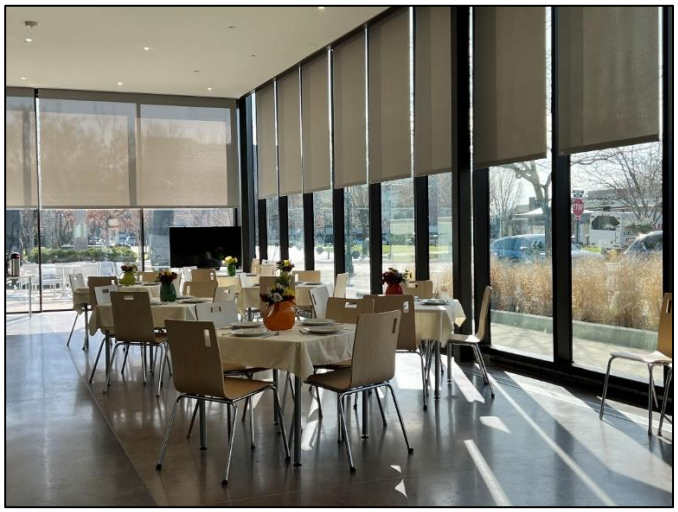
Battle of the Books took place on Saturday, March 15 at 10:00 am in the gym at Groves High School. This year we had 73 teams comprised of 363 student readers and 107 coaches. Credit to Stephanie Klimmek for all her behind the scenes work to make this program run, to Jaclyn Miller for providing her emcee skills for the event, to all the Youth Services librarians who had a hand in preparation, and to Rosemary, Josh, Sue, Jen H., Morgan, and H for onsite help! Additional thanks to the Friends of BPL and to Book Beat in Oak Park for their sponsorship of the event.

- **First place**: Starbooks with students from Pembroke and Pierce
- **Second place**: Elemelons with students from Bingham Farms
- **Third place**: Preppy Page Turners with students from BCS
- **Best Team Name**: Enchanted to Read You with students from Beverly
- **Best Team Spirit**: Red Readers with students from Beverly



Volunteer Appreciation Brunch

Baldwin's annual volunteer appreciation brunch took place on Friday, April 4. Due to a malfunctioning passenger elevator, the celebration was relocated to the Atrium, where our esteemed guests mingled and enjoyed brunch before a challenging round of Baldwin and volunteer related trivia. Each of the volunteers also received notice of a book that was plated in their honor and had a chance to see the title that was selected for them. Our thanks to all volunteers – whether in attendance or not – for their efforts on behalf of the library. Volunteers donated more than 1,150 hours of time to Baldwin last year.



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 atrium on Wednesday, April 23 at 4 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, May 7 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.

Upcoming events of interest

Misinformation: Don't Be Fooled!
Tuesday, April 22, 2025, 7:00pm - 8:00pm
Join University of Michigan Clinical Professor Kristin Fontichiaro for a short exploration of the phenomenon of misinformation in contemporary American society. Learn practical strategies to help you gain a balanced media diet, sort out facts from hyperbole (or worse), and lower your susceptibility to mis- and disinformation.

REGISTRATION Required: This is a VIRTUAL presentation.

"Picky Pad" Fidget Toy Party for Teens
Thursday, April 24, 2025, 7:00pm - 8:00pm
School or life got you feeling stressed out? Come to the library to make a picky pad. A picky pad is a sensory fidget toy that can be helpful for anxiety relief and reduce the urge to pick at skin or nails. The best part? Our picky pads are reusable! Once you've picked all the beads out of the pad, simply remelt and reuse.

All materials provided. Grades 7-12. Registration required.

Cookbook Club
Wednesday, April 30, 2025, 6:30pm - 8:00pm
Join us for a Korean vegan potluck! Bring a dish from the cookbook, "The Korean Vegan Cookbook" by Joanne Lee Molinaro and share your culinary creation. Copies of the cookbook are available at the library. A copy is available at the Adult Services desk if you would like to make a copy of your recipe. Registration required.

Free Comic Book Day! And May the 4th
Saturday, May 3, 2025, All Day
It's Free Comic Book Day at local comic shops and BPL. Swing by the library, pick up a comic and vote for the best comic book character. We'll have comics for kids, teens and adults on a first come, first served basis. One comic book per person, please.

In the Youth Room: Celebrate comics and Star Wars with a scavenger hunt and a take home activity kit. Dress up in your best Star Wars or comic book hero costume, or just wear your favorite graphic t-shirt to support the characters you love. First come, first served. One per person.

Online: NYT & WSJ from Home
Wednesday, May 7, 2025, 3:00pm - 4:15pm
Learn how to access popular newspapers, including the New York Times and the Wall Street Journal with your Baldwin Public Library card. Registration required.

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

Birmingham Museum

Museum Director Pielack appointed to Michigan Historical Commission

The Birmingham Museum is pleased to announce that Museum Director Leslie Pielack has been appointed to the nine-member Michigan Historical Commission by Michigan Senate Majority Leader Winnie Brinks. The MHC meets quarterly, and its primary role is to approve Michigan Historical Markers and advise the director of the Michigan Department of Natural Resources. The MHC also takes on special projects and initiatives of interest to Michigan's history and its commemoration. Through this appointment, Leslie hopes to continue to advocate for the important role of local history in bringing communities together and recognizing our shared heritage.

School tour program expands to include classroom materials

A busy time approaches the museum as we welcome the return of the second-grade school tour program. Throughout the month of May, nearly 500 second-graders from Birmingham's elementary schools will visit the museum to learn more about Birmingham's history. To help teachers prepare for an enhanced student experience this year, museum staff prepared classroom-ready learning materials. A specialized timeline covers 100 years of Birmingham's history and includes documents, photos, and local artifacts from the museum's collection such as Anishinaabe (Great Lakes area Native American) baskets, pioneer-period clothing and household items, and more.

Birmingham Shopping District

Special Events

The Spring Stroll, a family-friendly strolling event, occurred on April 12 from 11 a.m. – 2 p.m., with over 20 participating businesses and 300 registered attendees. This event continues to be a fun way to celebrate the start of spring and increase awareness for Birmingham Shopping District (BSD) businesses.

The Farmers Market opens on Sunday, May 4 with an Opening Day Celebration from 9 a.m. – 2 p.m. We invite the community to enjoy live music and kids' activities, and shop 50+ vendors with spring plants, fresh produce, artisan baked goods, prepared foods and more. The BSD will be giving away free reusable shopping bags during the event, while supplies last. The Farmers Market will continue every Sunday through Oct. 26. Visit the BSD event calendar for more information on the Farmers Market and all upcoming events at event calendar.






Call for Volunteers

The BSD is recruiting volunteers of all ages to support the Farmers Market, Movie Nights, Day On The Town, Birmingham Cruise Event and other fun events! It's a great way to get volunteer hours and give back to the community.



Tourism

The BSD continues to participate on the Steering Committee for Oakland County's tourism strategic plan initiative. The plan is moving into the second phase, with a focus on assessing the economic impact of regional and local tourism.

Building Department

Board of Zoning Appeals

There were five cases on the agenda for the March 11, 2025 Board of Zoning Appeals regular meeting:

1. 1511 E Maple: The owner requested a variance from the limitation of paved surfaces in the front open space to replace their driveway. The request was approved 6/0.
2. 225 E Maple: The owner requested variances to replace the existing outdoor dining area with a new updated version that contains enclosures and to increase the number of outdoor seats. The request was denied 4/2.
3. 774 Lakeside: The owner requested variances from the maximum lot coverage and the rear setback to construct an addition to their existing non-conforming home. The request by the applicant to adjourn to the April meeting was approved 5/0.
4. 1408 Villa: The owner requested a variance from the minimum distance that a detached garage can be from the home to construct a rear addition. The request was approved 6/0.
5. 283 E Frank: The owner requested a variance to expand the existing parking non-conformity. The request was denied 5/1.

Mariah Trovato

Mariah Trovato passed the International Code Council (ICC) Zoning Inspector exam on March 15, 2025. This achievement demonstrates Mariah's excellent knowledge of zoning principles. Further, it increases her creditability and helps substantiate the professionalism of the both the Building Department and the City. Congratulations, Mariah!

Online Permit Applications

In the month of March we processed 353 permits online, bringing this year's total permits processed electronically to 885.

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

Save the date for the annual Birmingham Hometown Parade on May 18, 2025

On May 18, 2025 the City Clerk's office will host the annual Celebrate Birmingham Hometown Parade. The parade will kick off downtown at 1 p.m. and end with a fun after party in Shain Park. Join the fun as a spectator or get more involved in these ways:

March in the parade!

Community groups, local businesses, dance teams, scout troops, neighborhood associations, children and adults of all ages are encouraged to march in this year's parade. It's a great opportunity to spotlight your group! Register as a parade/party participant by **May 1, 2025**.

Sponsor the parade and Shain Park after party

Sponsorship allows a business, group, organization or individual to be recognized as part of this beloved family-friendly event reflecting the hometown feel of Birmingham. The Hometown Parade is televised by Bloomfield Community Television and covered by traditional print and social media, giving sponsors a fantastic PR opportunity. Sponsors receive varying levels of recognition on parade promotions depending on commitment level. Show your support by sponsoring the event. Sponsors must register by **April 25, 2025.**

Be a vendor!
Interested in being a parade performer or after party vendor? Contact the Clerk's Office at (248) 530-1880 or clerksoffice@bhamgov.org.

Volunteer
Help out the Clerk's Office behind the scenes! Volunteers must be 16 years or older and will help with various tasks that could include parade lineup, assisting along the parade route, party and parade setup and cleanup. Volunteers are much appreciated for this event!

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

Persons wishing to file as a candidate for the City Commission or Library Board for the November 4, 2025 election can pick up the required forms and informational materials at the City Clerk's Office during office hours Monday through Friday, 8:00 a.m. to 5:00 p.m.

August 6, 2025 is a potential election date contingent upon 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 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.

Greenwood Cemetery & the Greenwood Cemetery Advisory Board (GCAB)
The next meeting for the GCAB is scheduled for May 2, 2025 at Greenwood Cemetery. To view Greenwood Cemetery Advisory Board agendas and minutes visit www.bhamgov.org/GCAB.

Also note that 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. Spring cleanup occurred in late March. Water will be turned on in the cemetery within the next week or two. To subscribe for Greenwood Cemetery notifications and all other City notification lists visit bhamgov.org/enews.

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 the available openings and apply at bhamgov.org/boardapplication.

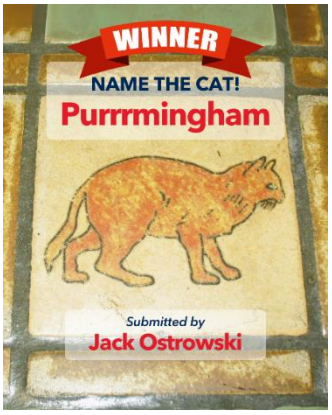
City Manager's Office

Communications



Around Town e-Newsletter
The communications team is working on the May edition of the Around Town e-newsletter, which will include information about plans for a Birmingham Community and Senior Center, the Memorial Day Ceremony, Celebrate Birmingham Hometown Parade and more. Follow this link to view the April edition of the Around Town e-Newsletter.

ENGAGE BIRMINGHAM



Engage Birmingham participants vote for a cat named Purrrmingham
With more than 80 votes, the winner of the Engage Birmingham Name the Cat contest is: Purrrmingham, submitted by Jack Ostrowski, a Groves High School senior. Congratulations, Jack, and thanks to all who entered and voted on names for this newly rediscovered tile from the old Barnum School's historic storybook fireplace! Look for Purrrmingham when the tile is installed at the Birmingham Museum later this year.

Aging in Place Citywide Action Plan
Assistant City Manager Mark Clemence presented the Aging in Place Citywide Action Plan to the City Commission on Monday, April 7, 2025. ACM Clemence provided background information and discussed the goals outlined in the plan, which was developed following extensive public engagement and research by the Ad Hoc Aging in Place Committee. At the request of the City Commission, ACM Clemence will present the plan during a City Commission workshop on Monday, May 5, 2025. The workshop will be publicized in City publications and on social media. The Aging in Place Citywide Action Plan is available to view at bhamgov.org/aginginplaceplan.

Birmingham Community and Senior Center
On March 19, 2025 at the SCC meeting, Neumann Smith presented two test fit options for the proposed Birmingham Community and Senior Center building and three pool concepts for the committee's consideration (Option 1 and Option 2). On March 24, 2025, the City Commission also reviewed both schematic design options along with comments provided by the SCC. The City Commission indicated their preference for test fit Option 1.

Since the meeting on March 24, 2025, the Neumann Smith design team has been hard at work incorporating all of the comments and requests of both the SCC and the City Commission, including further attempts to downsize the proposed building. In addition, with the direction to work toward Option 1, Clark Construction (our construction manager) has begun the early stages of the cost estimating process. Based on the comments of the City Commission and the initial preliminary cost analysis, the Neumann Smith team has now prepared two updated test fit options for consideration by both the SCC and the City Commission (Option 1D.1 and Option 1E.1). On April 12, 2025, both test fit options were substantially reduced in size and were presented to both Next and the YMCA for comment. While not ideal, both organizations understood the need for compromise and felt they could make either option work for their respective organizations.

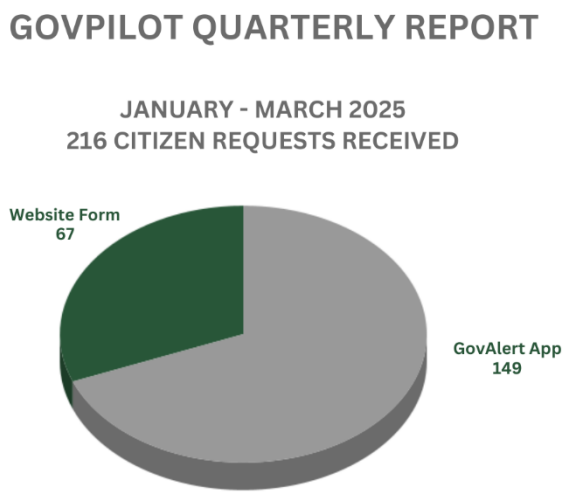
On April 16, 2025, Neumann Smith presented the revised options 1D.1 and 1E.1 to the SCC. After much discussion, the SCC voted unanimously to recommend option 1D.1 to the City Commission to move forward in

the schematic design process, with the addition of a fifth lane to the swimming pool and a request to add alternates to expand the square footage of multipurpose rooms if desired. The SCC commended the project team for continuing to refine the proposed building size and layout to accommodate the needs of all users while recognizing the likelihood of increased construction costs given the latest economic tariffs and policies of the federal government. The SCC did however request the addition of expansion options with cost estimates to allow the City Commission to consider additional space to accommodate future growth if possible within the budget.

GovAlert Topics

During the first quarter of 2025, we received a total of 216 citizen requests through the GovPilot system, of which 67 were submitted via the website form and 149 were submitted via the GovAlert app. The table below shows a breakdown of concern topics submitted during this timeframe.

Topic	# submitted Jan-March 2025
Pothole	61
Snow & Ice Removal - Sidewalk	38
Construction Site General Complaint	11
Snow & Ice Removal - Street	9
Sidewalk & Right of Way Restoration Complaint	8
Roadway Flooding/Clogged Storm Drain	8
Trash Not Picked Up	7
Illegally parked vehicle	5
Loud Noise	5
Garbage Waste at Curb Early	4
Parking Meters	4
Street Signage	4
Abandoned/Parked Vehicle on Property	4
City Tree Assessment Request	3
Construction Site Fence Concern	3
Parking Structures	3
Parks - Damaged Equipment/Graffiti	3
Animal Remains in Road	2
Large Debris in Road	2
Property Maintenance Residential	2
Recycling Not Picked Up	2
Increased/speeding traffic	2
Trash Can Left Out	2
Trip Hazard in City Sidewalk	2



Water Main Leak	2
Water Service Interruptions	2
Zoning Infractions	2
Street Light Out	2
Commercial Signs	1
Dead/Fallen Tree or Large Branches	1
Loss of Water Pressure	1
Missing package	1
Online Payments	1
Parking - Public Parking Lots	1
Parks - Trash/Debris	1
Sewer Service Interruptions	1
Street Signs	1
Trash bin replacement request	1
Utility pole maintenance	1
Vacant Property Complaint	1
Yard Flooding	1
Yard Waste Not Picked Up	1

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.

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
1/27/25	Business Recycling Practices	1/27/25	Commission to discuss
1/27/25	Information Technology Advisory Board	1/27/25 3/10/25	Commission to discuss
9/23/24	Code of Conduct for Landscapers	9/23/24	In progress
8/13/24	Speed mitigation options – Shirley and Arlington	4/7/25 8/13/24	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

Department of Public Services

Tree Trimming
DTE has notified the Department of Public Services that they will be trimming trees around power lines within the City. DTE's forester, Wright Tree, will complete the work. Most trees to be trimmed will be rear yard trees, and some will be in the City's right-of-way. The City plans to review City right-of-way trees after Wright has completed their work to see if additional trimming is required for the health of the tree.

Damaged Tree Removal
In preparation for a signal improvement project at the intersection of Southfield and Brown, the DPS removed a 33" diameter Silver Maple tree. To the common eye, the tree appeared to be a nice, large, mature tree that produced a lot of shade. Staff arborists inspected the tree and identified signs of dieback in the canopy, dead limbs, and limbs showing signs of woodpecker damage (which can be caused when hunting for insects, which by nature are only present in hollow or decaying wood). On completion of the removal of the tree, it was observed that the main core of the tree trunk was mostly rotted away and hollow (see photo at right). Thank you to the crews who worked on this project and identified this hazardous tree.



New Recycling Cans in Parks

Fifteen new recycling cans are currently being installed in our parks. These cans are made from recycled plastic and are specifically designed to accept only bottles and cans. This is to reduce the amount of trash that contaminates recycling materials.



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.

Arlington, Shirley, and Brandon Project

During the week of April 7, City staff members and the contractor walked through the project area to create a punchlist, which is a list of items that need to be addressed. The contractor began working on these items during the week of April 14. Sod installation will occur at the beginning/middle of May when sod farms start cutting sod.

2024-2025 Concrete Repair Program

The contractor will be in town to complete this program toward the end of April, weather permitting.

2024 Resurfacing Program

The contractor will start work on Ann Street and Henrietta Street the week of May 5, 2025. Residents on these streets will receive fliers with additional information about the project. The construction start date for Birmingham Boulevard will be coordinated with Consumers Energy.

2023-2024 and 2024-2025 Cape Seal Program
The City will meet with the contractor for these projects the week of April 21, 2025. Residents on these streets will receive fliers with additional information about the project.

Oakland and Haynes Project
The contractor will complete the paving on these streets in May 2025. The timing of the project is dependent upon when asphalt plants open. Residents and property owners on these streets will receive emails and fliers with additional information about the project.

Traffic Signal Mast Arm Project
The contractor will start construction on the three remaining locations: Brown and Southfield, Maple and Elm/Poppleton, and Maple and Adams. Information will be posted on the City's social media outlets with construction information.

MDOT – Woodward Ave. and Brown/Forest Intersections
The contractor is completing punchlist items. As part of this project, MDOT now includes an audio beep noise on pedestrian signal systems to allow someone with visual disabilities to locate the pushbuttons. If you have any questions about this or the signal, please contact MDOT Oakland TSC at (248) 451-0001.

Wimbleton Phase 1 Project (Woodward Avenue to Oxford Street)
Construction on this project could start as early as May. The Engineering Department will issue a letter prior to starting construction.

Bird Ave. Phase 1A Project (Pierce Street to Grant Street)
The Engineering Department held a resident meeting on Wednesday, April 15 at City Hall. They answered questions about the special assessment district process and estimated costs, and answered construction questions. Property owners received a letter with information about this meeting. Construction for this project will start around June 16, 2025.

Consumers Energy Project
Consumers Energy will be restoring areas from last year's project and has started gas main work on the following streets:

- Birmingham Blvd: Lincoln to 14 Mile Road
- Maryland Blvd: Lincoln to Southlawn
- Shipman Blvd: Lincoln to Northlawn
- Washington Blvd: Lincoln to 14 Mile Road

Consumers Energy has notified residents of this project. For more information, contact Consumers Energy:

- General construction – Gas Construction Operations: 517-768-3640
- Relight pilot lights after gas service interruption: 1-800-477-5050
- Landscaping, grass, road and sidewalks: 1-844-660-3477

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

Fire Department

On Wednesday, April 9, six members of the Birmingham Fire Department participated in Operation Havoc, a full-scale exercise sponsored by Oakland County Emergency Management (OCEM). The exercise simulated a terrorist attack that resulted in a toxic gas release from a railcar. The OakWay Hazmat Team, along with the Waterford Regional Fire Department, engaged in various rescue and response scenarios.

The location for the exercise was at the CN Railyard in Pontiac. Other noted participants were Oakland County Sherriff's Office, Oakland County Health Department, the FBI, CN Railroad, the MABAS 3201 HazMat Team and the Oakland County Incident Management Team.

Chief Wells would like to commend Firefighter/Paramedic Steve McInerney for helping Oakland County plan the exercise and Asst. Chief Bartalino for being an exercise Evaluator.







Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees as of April 15, 2025. Their skills, expertise and enthusiasm are a valuable addition to our team.

Department	Name	Position	Type
DPS - Golf	William Kingston	Seasonal Golf Maintenance	Seasonal
Police	Gary Kashouty	Parking Enforcement	PT (AFSCME)

Police	Sandra Hajj	Crossing Guard	Seasonal
Police	Laura Herron	Crossing Guard	Seasonal
DPS - Golf	Diane Guenther	Golf Service	Seasonal Rehire
CD - Building	Cesar De Armas	Building Inspector	FT (AFSCME)
DPS - Golf	Paige Oltersdorf	Jr. Ranger	Seasonal
DPS - Golf	Brice Heger	Jr. Ranger	Seasonal

April 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	Brandon	Ryan	Police	Dispatch
1	Austin	Green	DPS	P&F Operator
1	Andrea	Swanson	DPS	Office Coordinator
2	Cory	Borton	Engineering	Assistant Director Of Engineering
3	Suzanne	Pedigo	Building	Coordinator Community Develop
4	Maria	Kaminske	Police	Police Dispatcher
4	Kyle	Kraft	Fire	Fire / AEMT
5	Owen	Bachusz	Fire	Fire / AEMT
5	Steve	Bonora	Fire	Fire / AEMT
5	Todd	Borse	DPS	P&F Operator
6	John	Naples	Building	Zoning Officer
6	Brendan	McGaughey	DPS	Forestry & Environment Foreman
7	Cheryl	Vassallo	Police	Parking Meter /Crossing Guard
7	Alyssa	Mandell	Library	Librarian
7	Rosemary	Isbell	Library	Librarian
8	Nicholas	Dupuis	Planning	Director Of Planning
10	John	Galik	Building	Maintenance Superintendent

10	Cameron	Crawford	Library	Library Assistant
10	Ethan	Cronkite	Library	Librarian
11	Bryan	Grill	Golf	Golf Operations Manager
12	Patricia	Baldwin	IT	IT Technician
12	Nicholas	Soper	Fire	Fire / AEMT
13	Robert	Glenn	Library	Library Operations Asst
16	Carolyn	Gvozdich	Library	Library Assistant
21	Bryan	Hardy	Engineering	Engineering Tech Senior
23	Alan	Soave	Fire	Battalion Chief
26	Scott	Grewe	Police	Police Chief
29	George	Kasparian	Library	Library Assistant

Hiring Status

The City is seeking candidates for the following positions. Below is the current status of each opening. 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
DPS	Parks Seasonal	Seasonal	Open Until Filled
DPS	Golf Seasonal	Seasonal	Open Until Filled
Building	Plumbing and Mechanical Inspector	Full Time (AFSCME)	Open Until Filled
Engineering	Senior Engineering Technician	Full Time (AFSCME)	Open Until Filled
Police	Dispatcher	Part Time	Open Until Filled
DPS	Recreation Coordinator	Full Time (AFSCME)	Applications close 5/3/2025
BSD	Events & Farmers Market	Seasonal	Onboarding

Planning Department

Planning Board (PB)

The Planning Board is busy with site plan reviews and study sessions, and is expecting a busy summer. Among the current work, the PB has begun preparations for the first of two joint meetings between the Planning Board and City Commission on June 16, 2025. It is expected that the agenda items for the joint meeting will be related to the Birmingham Plan 2040.

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

1. 280 E. Lincoln – Grace Baptist Church – Special Land Use Permit, Final Site Plan & Design Review – (4/9/25)
    - Request for renovations and an addition to an existing religious institution in the R2 (Single-Family Residential) zoning district. **Project was recommended for approval with conditions.**
2. 185 Oakland – Belfor – Final Site Plan & Design Review (4/23/25)
    - Request for a new large, whole-building generator at the rear of the property behind the existing building with associated screening and landscaping improvements.
3. 185 N. Old Woodward – Bell Bistro – Final Site Plan & Design Review (4/23/25)
    - Request for New Outdoor Dining Facility in N. Old Woodward Right-of-Way.
4. 163 W. Maple – Origins Café – Final Site Plan & Design Review (4/23/25)
    - Request for New Outdoor Dining Platform in W. Maple Right-of-Way.
5. 2425 E. 14 Mile – Clover Hill Park Cemetery – Final Site Plan & Design Review (4/23/25)
    - Request for renovation to north side of property for a nonconforming use.
6. Triangle District Bonus Height Provisions Phase 2 – Study Session – (5/14/25)
    - A continuation of the review of the available provisions to receive additional building height in the current Triangle District of Birmingham.
7. Impervious Surface – Study Session (5/14/25)
    - A review of the definition of impervious surface and open space requirements in the City.
8. Child Care Ordinance – Study Session (5/14/25)
    - 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 (HDC) & Design Review Board (DRB)

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

1. 36801 Woodward – Design Review (4/2/25)
    - Request to renovate the façade of an existing commercial building in the TZ3 (Transition Zoning) zoning district. **Project was approved with conditions**.
2. 700 E. Maple – Design Review (4/2/25)
    - Request to renovate the façade of an existing commercial building in the B2 (General Business) and MU5 (Mixed-Use) zoning districts. **Project was approved**.
3. Historic Plaques – Study Session (5/7/25)
    - The HDC will be reviewing plaque designs for residential historic resources to provide a consistent and recognizable design.
4. Historic Preservation Master Plan – Study Session (5/7/25)
    - The HDC and City staff are developing an organized, holistic and long-range Historic Preservation Master Plan to help guide preservation efforts into the future.
5. Wallace Frost Program – Proclamation and Presentations (5/7/25)
    - To try and gain momentum after the recent designation of 1283 Buckingham, the HDC and City Staff developed a program to feature the architect Wallace Frost during National Historic Preservation Month in May 2025. The program includes social media engagement, presentations, maps/tours and other unique engagement opportunities.

Environmental Sustainability Committee (ESC)

The ESC held its first meeting on March 24, 2025. At the meeting, the Planning Department caught the committee up on the progress that has taken place since the Sustainability and Climate Action Plan was adopted and provided some insight into plans for the year. Now, the ESC will begin the process of implementing the recommendations of the Birmingham Green: Healthy Climate Plan starting with the Community Engagement Plan. In addition, the ESC will begin working on recommendations for leaf blowers, as directed by the City Commission. The City Commission has seated the seven members of the formal, standing Environmental Sustainability Committee (ESC) as well as two new student members. There are currently two alternate positions still open.

Police Department

Retirement of Officer Jeff Whipple
Ofc. Whipple began his career with the Birmingham Police Department in January 1998. Throughout the years, he served as a department field training officer, firearms instructor, and accident investigator. He was also the department's first member to serve as a multijurisdictional task force officer in the FBI's Financial Crimes Unit. Officer Whipple mentored many officers and has been a valued department member. We thank him for his 27 years of service and wish him the best in his retirement.

Recruiting Events
Captain Kearney, Community Resource Officer Moody, and Therapy K9 Maple attended the Michigan State University Criminal Justice Career Fair on March 19 at Munn Ice Arena in East Lansing, and the Wayne State University Criminal Justice Career Fair on April 17 at the WSU Student Center in Detroit. These events are essential in developing relationships with future law enforcement candidates.

Spring Stroll on Saturday, April 12, 2025, from 11:00 am to 2:00 p.m.
Community Resources Officer Moody attended the Birmingham Shopping District's Spring Stroll event on April 12. She greeted business owners and patrons, and provided extra safety and security.

Troy Special Investigations Unit (SIU) Case Update
In early April, numerous larcenies from autos and car thefts occurred in Birmingham, Bloomfield Township, and Troy. The SIU, including a Birmingham task force detective, investigated the case and arrested the suspect involved. The suspect is being held on a 6 million dollar combined bond out of two courts. Birmingham is seeking more charges, which will be brought to the Oakland County Prosecutor's Office shortly.

Parking Systems Update

BCT Design Group to meet with Public Arts Board
The City Commission awarded a contract to BCT Design Group to provide design services for both the interior and exterior of all five City parking garages.

In May, BCT will present the City Commission with their "Schematic Designs" which are the third of a four stage process. BCT intends to work with the City Commission to receive approval for designs for all five parking garages by the end of May or early June of 2025.

BCT met with the Birmingham Public Arts Board on April 16 and reviewed potential opportunities to enhance the appearance of the garages using local artists.

Spring Cleaning
Parking staff is turning on the water in all five parking garages and will begin power washing heavily used areas like stairwells, drive aisles, and lobbies to clean up after a long winter. Now that there is a Parking Department, parking staff have taken over cleaning duties from DPS staff for the various surface parking lots in the downtown area. This will enable DPS staff to concentrate on other items.

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
April – Budget Hearing
May – Aging in Place Citywide Action Plan
June – City Hall/Police Station
July – Unimproved Streets

MEMORANDUM

City Manager's Office

DATE: April 14, 2025

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: Schematic Design Progress and Revised Test Fits
Birmingham Community and Senior Center

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.

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 (SCC) 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 goal of promoting the health, wellness, and socialization for the Birmingham community.

The City has also engaged a number of professional consultants to assist in the development of this building, including an owner's representative (Kramer Management Group), architects for schematic design (Neumann Smith), and a construction manager (Clark Construction).

As proposed in the contract with the City, Neumann Smith previously conducted test fits for the proposed new community and senior center, as required in the schematic design process.

On March 19, 2025 at the SCC meeting, Neumann Smith presented the original two test fit options for the proposed Birmingham Community and Senior Center building and three pool concepts for the committee's consideration.

In the first test fit option, Option 1, the pool and gymnasium are proposed to be located 16 feet below grade with a first level footprint of 18,700 square feet and a second level footprint of 10,220 square feet. The lower level includes the pool, gymnasium, storage areas for each, as well as the locker rooms and a mechanical equipment room. The first (ground floor) level of Option 1 includes the YMCA's large fitness area, which overlooks the gym and the pool areas and the YMCA's childwatch room. Option 1 includes the administrative offices for both Next, the YMCA and the City, along with small meeting rooms, two multi-purpose rooms that can be combined or used separately, as well as the Next living room lobby, including a café space and library. Also on the first level is a proposed community walking track and a community kitchen. The second floor in Option 1 contains four multi-purpose rooms (two of which can be combined or used separately), a fitness room for Next members, and a large community rooftop terrace space with a pergola.

The second test fit option, Option 2B, has a first level footprint of 25,515 square feet and a second level of footprint of 14,020 square feet. In this option, the gymnasium is proposed to be located 16' below grade as well, but the pool would be constructed at grade. Thus, the lower level of Option 2B only includes the gymnasium and associated storage, and a mechanical equipment room. The first (ground floor) level of Option 2B includes the pool and associated storage, the locker rooms and the YMCA's childwatch room. The ground floor in Option 2B also includes the administrative offices for both Next, the YMCA and the City, along with small meeting rooms, two multi-purpose rooms that can be combined or used separately, one large multi-purpose room, as well as the Next living room lobby, including a café space and library. Finally, the first level includes a proposed community walking track, a community kitchen and an outdoor patio space facing St. James Part to the south. The second floor in Option 2B contains three additional multi-purpose rooms (two of which can be combined or used separately), a fitness room and wellness room for Next members, the YMCA's large fitness area which overlooks the pool and track, as well as a large community rooftop terrace space with a pergola.

On March 19, 2025, Neumann Smith conducted a presentation explaining the two test fit options, both with regard to the proposed building layouts and proposed site plans with each of the options. Three pool options were also presented which could be utilized in both test fit layouts. Both test fit Options 1 and 2B included utilizing shared parking on adjacent properties, in the right of way on Edgewood, Lincoln and Floyd Streets, and proposed an extension of the current parking area 42' into St. James Park to the south. Site improvements for St. James Park were also recommended, including the addition of a walking path around the perimeter of the park, shifting the baseball field to the south and adding pedestrian connections to the park from Lincoln Street.

The SCC's discussion included:

- Positive commentary about how the massing of Option 1 fits best with the surrounding neighborhood
- Questions about the grossing factors used for circulation in the two options
- Questions and commentary about the number of parking spaces and the use of neighboring properties' lots for shared parking
- The sense that using 42' of St. James Park for parking for the Birmingham Community and Senior Center would have a minimal impact on the use of the park
- Positive commentary about the addition of a walking path in St. James Park and questions about the timing of the park's redesign as currently planned
- A request from Next that a separate entrance for Next be added close to the parking lot
- Questions about the number and location of toilet rooms

- Comments that the facility is a community space first and foremost

Public comments included:

- Questions about the pool design
- Statements from Next members wanting a separate entrance for their sole use
- Questions about car counts at the current locations of Next and the YMCA
- Commentary about how the Planning Board might respond to the designs featuring office space being visible in the windows facing Lincoln

The SCC was asked to provide a recommendation to the City Commission as to their preferred option. After much discussion, the SCC unanimously supported a motion to recommend Option 1 for the schematic design and option 2 for the pool design to the City Commission.

On March 24, 2025, the City Commission reviewed both schematic design options and raised the following during discussion:

- The SCC felt option one was a more efficient use of space and more appropriate for Next' preferred uses.
- Changes to St. James Park could occur in conjunction with this project. Neighbors to the Park should be consulted on potential changes.
- While members of the SCC and the public raised some concerns about the test fit, it remained important to remember this is just one more part of a process that allows for revisions and modifications.
- Option 1 seemed to fit better in the neighborhood context.
- Toilets could be added to Option 1 near the office area for shared Next/staff use, as well as a possible separate entrance for Next on the east side. The Next fitness room and the multipurpose room could be swapped in order to locate all of Next's walls closer together.
- Pool Option 3 seemed more appropriate.
- If St. James Park is condensed to accommodate this building, it should be confirmed that baseballs would still be unlikely to affect the residential neighbors.
- Avoiding unmonitored space in the building would be necessary. Using key fobs for Next entrances would be inappropriate.
- Resident comments regarding the pool have been valuable.
- The distance between accessible parking and the Midvale entrance is 180 feet. At the new facility, concerns about the distance between accessible parking and the entrance should not arise if it is under 180 feet.
- The proposal to have a rooftop deck raises some concerns.
- A local elementary school kitchen is 300 square feet. The new facility's proposed kitchen could likely be smaller.
- There are plans for stormwater retention on site which would help mitigate the loss of 42 feet of permeable space in St. James Park.
- The City may be aiming to fit too many features or programs into the available space.
- Concerns about the methodologies of this process remain.
- The City must evaluate whether a new facility is necessary for service delivery, since service delivery is the goal.
- Using a small portion of St. James Park for parking had been contemplated and approved for a different project in the past.
- Some Next users would prefer to stay at Midvale, or would prefer to have their own space, as opposed to a shared space at this facility.

Public comments included:

- Support for community use and Planning Board review
- Support for Next having all services in one location
- Desire to remove the word community from the project working title
- Support for increased resident education
- Support for a covered entrance to the facility

After much discussion, the City Commission indicated their preference for test fit Option 1.

Since the meeting on March 24, 2025, the Neumann Smith design team has been hard at work incorporating all of the comments and requests of both the SCC and the City Commission, including further attempts to downsize the proposed building. In addition, with the direction to work towards Option 1, Clark Construction, our construction manager, has begun the early stages of the cost estimating process. Based on the comments of the City Commission and the initial preliminary cost analysis, the Neumann Smith team has now prepared **two updated test fit options** for consideration by both the SCC and the City Commission.

The first revised test fit option, **Option 1D.1**, has the proposed facility reduced to 46,585 square feet in size, with a first level footprint of 30,945 square feet and a second level of footprint of 12,760 square feet. In this option, a separate entrance has been provided for Next, and both the pool and the gymnasium are located on grade. Thus, the lower level of Option 1D.1 only includes a mechanical equipment room / building storage room totaling 2,880 square feet. The first (ground floor) level of this option includes the gymnasium, pool and associated storage, the locker rooms and the YMCA's childwatch room. The ground floor in Option 1D.1 also includes the administrative offices for both Next, the YMCA and the City, reconfigured to minimize the portion located along Lincoln, as well as small meeting rooms, two multi-purpose rooms that can be combined or used separately, one large multi-purpose room, and the Next living room lobby, which includes a café space and library. Also on the first level is a community kitchen, two study rooms, an observation seating area for the pool, as well as lounge seating in and adjacent to the YMCA lobby for social interaction, and an outdoor patio space facing St. James Park to the south. In this option, the pool has been reduced to four lanes. The second floor in Option 1D.1 contains three additional multi-purpose rooms (two of which can be combined or used separately), a fitness room for Next members, the YMCA's large fitness area which overlooks the pool and gymnasium, as well as a small study room and booth seating for study or conversation, as well as lounge seating above the first floor lobby.

The second revised test fit option, **Option 1E.1**, has the proposed facility reduced to 47,250 square feet in size, with a first level that contains 23,530 square feet and a second level which contains 12,760 square feet. In this option, the gymnasium remains proposed 16' below grade, but the pool would be constructed at grade. Thus, the lower level of Option 1E.1 contains 10,960 square feet and includes the gymnasium and associated storage, and a mechanical equipment room. The first (ground floor) level of this option includes a four lane pool and associated storage, the locker rooms and the YMCA's childwatch room. The ground floor in Option 1E.1 includes the administrative offices for both Next, the YMCA and the City, reconfigured to minimize the portion located along Lincoln, as well as small meeting rooms, two multi-purpose rooms that can be combined or used separately, one large multi-purpose room, and the Next living room lobby, including a café space and library. Also on the first level is a proposed community walking track, a community kitchen, two study rooms, an observation seating area for the pool, as well as lounge seating in and adjacent to the YMCA lobby for social interaction, and an outdoor patio space facing St. James Park to the south. The second floor in Option 1E.1 contains three additional multi-purpose rooms (two of which can be combined or used

separately), a fitness room for Next members, the YMCA's large fitness area which overlooks the pool and track, as well as a small study room and booth seating for study or conversation, as well as lounge seating above the first floor lobby.

In both options 1D.1 and 1E.1, the proposed building size has been reduced to the lower end of the size range requested by the City Commission. The proposed building layouts have been reconfigured to better fit the site as well, and both options have the same building footprint. The revised layout now provides 131 parking spaces on the site, many of which are centered around the main entrances for both Next and the YMCA making the parking more convenient. As a result, Neumann Smith is now recommending to eliminate the previously proposed encroachment into St. James Park. This change substantially reduces costs as there is less paved area, and there is no longer a need to relocate the baseball field in St. James Park. With both revised options, the walking path around the park is proposed to remain, and a sidewalk connection will be made from Lincoln directly south into St. James Park.

The primary difference between option 1D.1 and 1.E.1 relate to the placement of the gymnasium. Option 1D.1 has elevated the gymnasium up to grade level, thus substantially reducing construction costs due to less excavation, and less earth retention. This change will increase the height of the building at the corner of Lincoln and Edgewood to approximately 36'. The credit union building to the east is approximately 30' in height. With the sunken gymnasium in option 1E.1, the height of the building at the corner of Lincoln and Edgewood would be approximately 18'.

On April 16, 2025, Neumann Smith presented the revised options 1D.1 and 1E.1 to the SCC. After much discussion, the SCC voted unanimously to recommend option 1D.1 to the City Commission to move forward in the schematic design process, with the addition of a fifth lane to the swimming pool, and a request for add alternates to expand the square footage of multipurpose rooms if desired. The SCC commended the project team for continuing to refine the proposed building size and layout to accommodate the needs of all users while recognizing the likelihood of increased construction costs given the latest economic tariffs and policies of the federal government. The SCC did however request the addition of expansion options with cost estimates to allow the City Commission to consider additional space to accommodate future growth if possible.

In addition at the April 7, 2025 City Commission meeting, a motion was made to discuss the amount of money the City has approved and/or spent on the bond proposal and the project as a whole to date on a future Commission agenda. A detailed memo outlining all approvals of the City Commission on this project is attached, as well as a memo documenting the funds spent as a result of City Commission action thus far for your review and comment. Another motion was made on April 7, 2025 to discuss the working title of the proposed building, which the City Commission approved earlier this year as the Birmingham Community and Senior Center, based on concerns raised recently by the Community House.

Also at the City Commission meeting on April 7, 2025, there was discussion regarding an alternate plan for the property at 400 E. Lincoln in the event that the City Commission opted not to construct a new building to accommodate Next, the YMCA and the community at large. While the City Commission direction thus far has been to proceed with the construction of a new community facility for all on the property, should this direction change, the use of the existing building would be governed by the Memorandum of Understanding (MOU) signed between Next and the City. Under the MOU, Next would occupy a majority of the existing building (approximately 75%), the swimming pool would be eliminated, and approximately 25% of the building would be available for use by the YMCA. However, the YMCA has advised that

should the City not proceed with construction of a new community facility, the Birmingham YMCA would be unable to maintain a Birmingham operation and would pursue other options outside of Birmingham (see attached letter from the YMCA).

At this time, the City Commission is asked to provide input on the preferred option to proceed through the schematic design process and to have Clark Construction prepare a detailed cost estimate on the selected option. Once a cost estimate has been completed, the City Commission can finalize the budget for the project and approve ballot language to seek the approval of voters to issue bonds to finance construction of the new facility. If the City Commission seeks to place the issue on the ballot in August, ballot language is due to Oakland County by 4:00pm on May 13, 2025.

LEGAL REVIEW:
The City Attorney's office has been working with all of the parties and has no concerns regarding the proposed test fits.

FISCAL IMPACT:
The City may be proposing a bond initiative for the August or November 2025 ballot asking the residents of Birmingham to approve an estimated $32 million dollar bond in order to pay for the construction of a new Birmingham Community and Senior Center 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 has offered to pay the operating costs of the building for the City, as well as full costs for the pool including its maintenance and liability. Additional financial terms are being negotiated and will be included in the final agreements between the City and Next, and the City and the YMCA.

SUSTAINABILITY:
It is proposed that the Birmingham Community and Senior Center 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 two community surveys

- All prior City Commission meetings and Ad Hoc Committee meetings are available to be viewed on the City's website and/or Vimeo

SUMMARY:
At this time, the City Commission is asked to review the revised test fit options and provide comments and recommendations to the Neumann Smith design team as they move forward with the completion of the schematic design process. The potential final draft of the schematic design and the corresponding budget estimate will be presented to the City Commission for approval on May 5, 2025.

ATTACHMENTS:
- Schematic Design Progress – Updated Test Fit Options
- Timeline of City Commission Action on BCSC
- BCSC Project Expenditures
- Letter from YMCA dated April 16, 2025

SUGGESTED ACTION:
The City Commission is asked to provide input on the preferred option to proceed through the schematic design process and for Clark Construction to use to complete a detailed cost estimate.

Birmingham Community and Senior Center

Ad-Hoc Committe - Schematic Design Progress - 04-16-2025

KRAMER MANAGEMENT GROUP

NEUMANN SMITH architecture

Birmingham Community and Senior Center - Test Fit Summary 04-16-2025

	ROOM TYPE	QUANTITY	CAPACITY	UNIT ASF	TOTAL ASF	DEPT. GROSSING FACTOR	TOTAL GSF		Test Fit 1A	Test Fit 1D.1	Test Fit 1E.1	Employee	GENERAL NOTES
	Administrative Area												
1	Reception Area - Shared	1	4	120	120	1.3	156		118	185	185		Shared reception between NEXT, YMCA and City
2	NEXT Exec. Director Office	1	1	180	180	1.3	234		145	145	145	Cris Braun	
3	NEXT Finance / Marketing Office	1	1	150	150	1.3	195		145	145	145	Sandra Catterall, Susan Gwizdz	Shared Office
4	NEXT Support Services	1	1	150	150	1.3	195		145	145	145	Pat Brooks, Sandi Cassar	Shared Office
5	NEXT Open Office / Workstations												
6	Staff Assistants	2	1	36	72	1.3	94		78	78	78	Sara Callendar, Bev Singer	workstation - Located in Reception Area
7	Program Planners	2	1	36	72	1.3	94		78	78	78	Jolee Hentgen, Pam Hall	workstation
8	Facility Operations	0	0	36	0	1.3	0		0	0		Kim Holmes	To Be Located in Mechanical Room T.B.D.
9	Office Supervisor	1	1	36	36	1.3	47		39	39	39	Kathleen Tilson	workstation - Located in Reception Area
0	Shared Hoteling Desks	2	1	20	40	1.3	52		24	24	24	Future	Hoteling - Benching
													Note: Judy Murrell (M.O.W.) to be located in Kitchen, No workstation required f Calvin Moss and Clement Travicz (drivers) and instructors
1	YMCA Exec. Director Office	1	1	180	180	1.3	234		145	145	145	Kelly Stubbe	
2	YMCA Business Office	1	1	120	120	1.3	156		125	125	125	Erin Boone	
3	YMCA Open Office / Workstations												
4	Member Experience Director	1	1	36	36	1.3	47		39	39	39		workstation
5	Member Experience Manager	1	1	36	36	1.3	47		39	39	39		workstation
6	Welcome Center Supervisor	1	1	36	36	1.3	47		39	39	39		workstation
7	Youth & Family Director	1	1	36	36	1.3	47		39	39	39		workstation
8	Aquatics Director	1	1	36	36	1.3	47		39	39	39		workstation
9	Flex Hoteling Workstations	3	1	20	60	1.3	78		24	24	24		Hoteling - Benching. To be used for Day Camp Coordinators, Central Maint., Regional Support staff
0	Birmingham P&R Manager	1	1	120	120	1.3	156		120	120	120		
1	Birmingham P&R Staff	2	1	36	72	1.3	94		78	78	78		workstation
2	Rental Coordinator	1	1	36	36	1.3	47		39	39	39		workstation
3	Small Conference Room	1	4	120	120	1.3	156		120	123	123		Rule of thumb- 30sf / Person
4	Shared Copy/Workroom/Mail	1	---	150	150	1.3	195		120	120	120		
5	Shared Kitchenette	1	---	20	20	1.3	26		25	28	28		Provide countertop niche'
6	NEXT File Room	1	---	100	100	1.3	130		0	0	0		
7	NEXT Storage Room for Loan Items	1	---	150	150	1.3	195		120	135	135		
8	YMCA Storage	0	---	30	0	1.3	0		0	0	0		Provide space for (3) file cabinets- Lockable
	Sub-Total				**2,128**		**2,766**		**1,883**	**1,971**	**1,971**		
	Lobby and Support Spaces												
1	NEXT Lobby (Living Room) Area + Library and (3) open computer stations	1	tbd	1,200	1,200	1	1,200		1,294	1,095	1,095		
2	NEXT Café Area	1	tbd	150	150	1	150		150	150	150		Living Room Adjacency
3	NEXT - Small Wellness Room	1	4	120	120	1	120		120	135	135		
4	NEXT - Large Wellness Room	0	12	350	0	1	0		0	0	0		Use Multi-Purpose Room or Child Watch Room - Size increased for Henry Ford Health and Wellness programming
5	YMCA Lobby / Check in	1	tbd	900	900	1	900		872	822	822		
9	Vending	0	---	36	0	1	0			90	90		As recommended by City. Build into wall niche in lobby
1	Study Rooms	3	3	64	192	1	192		0	192	192		
	Sub-Total				**2,562**		**2,562**		**2,436**	**2,484**	**2,484**		

Birmingham Community and Senior Center - Test Fit Summary 04-16-2025

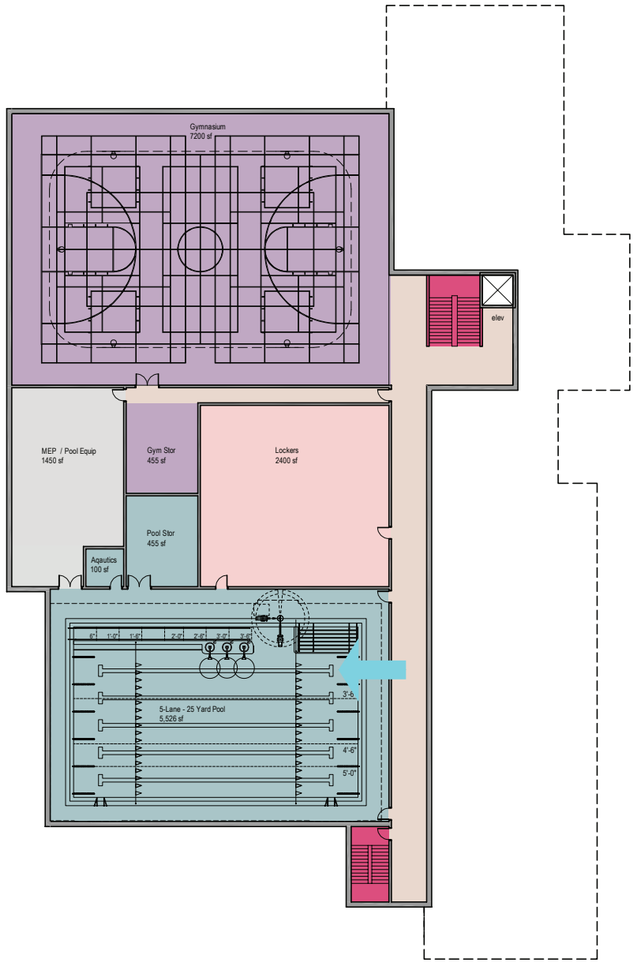
	ROOM TYPE	QUANTITY	CAPACITY	UNIT ASF	TOTAL ASF	DEPT. GROSSING FACTOR	TOTAL GSF	Test Fit 1A	Test Fit 1D.1	Test Fit 1E.1	Employee	GENERAL NOTES
	Child watch											
1	Check-In Corral	1	1	45	45	1	45					
2	Play Area	1	tbd	1,100	1,100	1	1,100					
3	Child Toilet	1	1	45	45	1	45					
4	Staff desk	1	1	10	10	1	10					Provide small admin counter for staff. Room storage to be accommodated with lockable millwork cabinetry.
	Sub-Total				**1,200**		**1,200**	**1,175**	**1,000**	**1,000**		
	Locker Rooms											
1	Locker Rooms	1	tbd	2,500	2,500	1	2,500	2,400	2,400	2,500		
	Coatroom near walking track							0	20	20		
	Sub-Total				**2,500**		**2,500**	**2,400**	**2,420**	**2,520**		
	Gymnasium + Walking Track											
1	Gymnasium	1	tbd	7,200	7,200	1	7,200	7,200	7,200	7,200		7200 sf = (3) Pickleball Courts. 8360 sf = (4) Pickleball Courts. Includes eleva indoor walking / running track
2	Storage	1	---	500	500	1	500	455	268	268		
	Sub-Total				**7,700**		**7,700**	**7,655**	**7,468**	**7,468**		
	Fitness Spaces											
1	YMCA Wellness Center	1	tbd	4,585	4,585	1	4,585	5,310	5,100	5,375		Cardio, Free Weights, Strength
2	Fitness Experience Director	1	1	100								Provide space within Wellness Area
3	NEXT Senior Fitness Room	1	tbd	900	900	1	900	900	837	837		
	Sub-Total				**5,485**		**5,485**	**6,210**	**5,937**	**6,212**		
	Natatorium Space											
2	Pool	1	tbd	5,300	5,300	1	5,300	5,526	4,935	4,935		Assuming 25 yard (75') 5 lane pool
2	Pool Storage Room	1	---	525	525	1	525	455	259	259		Rule of Thumb: Use +/- 10% of Pool Size
	Aquatics Support					1						
3	Aquatics Manager Office/ Guard	1	1	100	100	1	100	100	88	88		Shared Office Space
	Sub-Total				**5,925**		**5,925**	**6,081**	**5,282**	**5,282**		
	Multi-Purpose Rooms											
1	Multi-Purpose Activity Room 1	1	tbd	900	900	1	900	900	615	615		Use for Art, Intergenerational, Kitchen Center. Operable Partition to permit simultaneous usage for smaller programs
2	MPA Room 1 Storage	1	---	200	200	1	200	130	68	68		Kiln Room
3	Multi-Purpose Activity Room 2	1	tbd	900	900	1	900	900	785	785		Use for NEXT Speaker / Concert Series, NEXT Tech Programs, Small Group Lectures Operable Partition- opens to MP room No. 3, Carpeted, More Hospita like
4	MPA Room 2 Storage	1	---	120	120	1	120	130	72	72		
5	Multi-Purpose Activity Room 3	1	tbd	900	900	1	900	900	785	785		Use for NEXT Speaker / Concert Series, Large Group Lectures and Programs Carpeted, more hospitality-like, Operable Partition- creates (2) 550 sf Rooms t permit simultaneous usage for smaller programs.
6	MPA Room 3 Storage	1	---	120	120	1	120	130	72	72		
7	Multi-Purpose Activity Room 4	1	tbd	2,100	2,100	1	2,100	2,055	1,880	1,950		Primarily large fitness group classes, Some large NEXT speakers, concerts
8	MPA Room 4 Storage	1	---	120	120	1	120	200	125	200		
9	Multi-Purpose Activity Room 5	1	tbd	900	900	1	900	880	785	785		Primarily small fitness group classes
0	MPA Room 5 Storage	1	---	120	120	1	120	200	72	72		
1	Multi-Purpose Activity Room 6	1	tbd	900	900	1	900	880	785	785		Operable Partition to permit simultaneous usage for smaller programs.
2	MPA Room 6 Storage	1	---	120	120	1	120	0	72	72		
						1						
	Sub-Total				**7,400**		**7,400**	**7,305**	**6,116**	**6,261**		

Birmingham Community and Senior Center - Test Fit Summary 04-16-2025

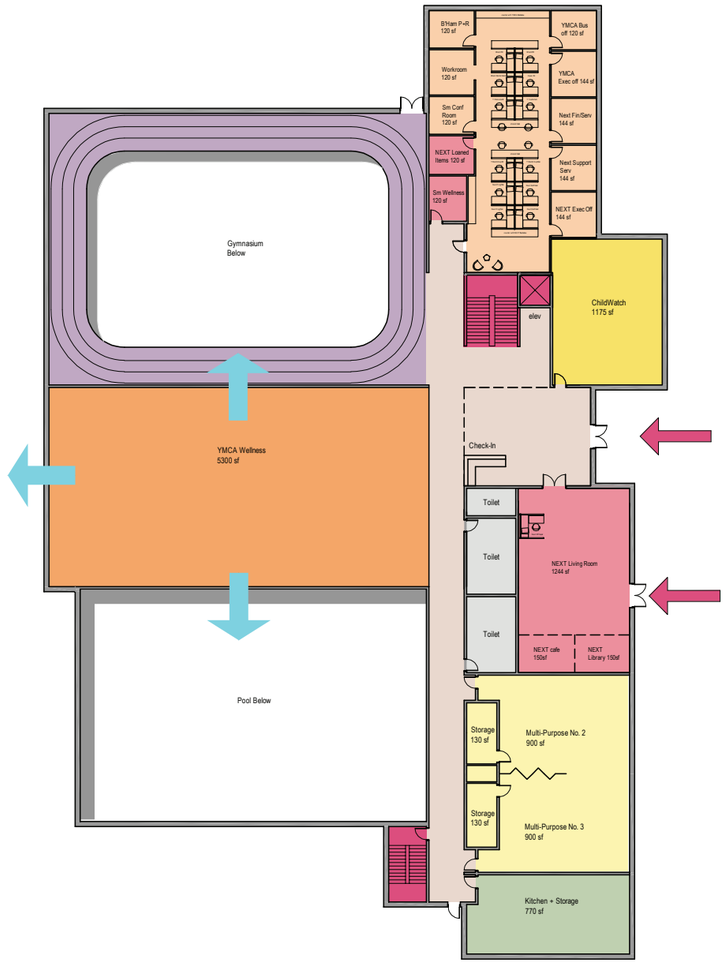
	ROOM TYPE	QUANTITY	CAPACITY	UNIT ASF	TOTAL ASF	DEPT. GROSSING FACTOR	TOTAL GSF		Test Fit 1A	Test Fit 1D.1	Test Fit 1E.1	Employee	GENERAL NOTES
Catering / Culinary Kitchen / Meals on Wheels Support / Demonstration													
1	Kitchen	1	tbd	800	800	1	800		670	478	478		Judy Murrell (M.O.W.) to be located in Kitchen
2	Storage	1	---	100	100	1	100		100	0	0		
	Sub-Total				**900**		**900**		**770**	**478**	**478**		
Building Support Spaces													
1	Custodial Rooms	2		0	0	1	0			159	159		
2	Toilets	TBD		0	0	1	1,004			666	666		
3	IT/Data Closets	2		0	0	1	0						This space is accounted for within the building grossing factor
4	Water / Fire Suppression Room	1		0	0	1	0						This space is accounted for within the building grossing factor
5	Building Mechanical Room	1		0	0	1	1,450			2,190	1,740		Includes Main Elec Room , Pool Equipment Room
5	Pool Equipment Room	1		0	0	1	0						This space is accounted for within the building grossing factor
7	Main Electrical Room	1		0	0	1	0						This space is accounted for within the building grossing factor
8	Receiving / Maintenance / Loading	1		0	0	1	0			192	192		
9	Building Maintenance Room	1		0	0	1	0					Kim Holmes	This space is accounted for within the building grossing factor
0	General Building Storage	1		0	0	1	0						included with main MEP space
1	Building Circulation - (stairs, elevator, corridors)	1		0	0	2	0						This space is accounted for within the building grossing factor
	Sub-Total						**2,454**			**3,207**	**2,757**		
Total					**35,800**		**38,892**		**35,915**	**36,363**	**36,433**		

		Total GSF	Building Grossing Factor (30%)
Total Gross Square Footage		**38,892**	**50,560**

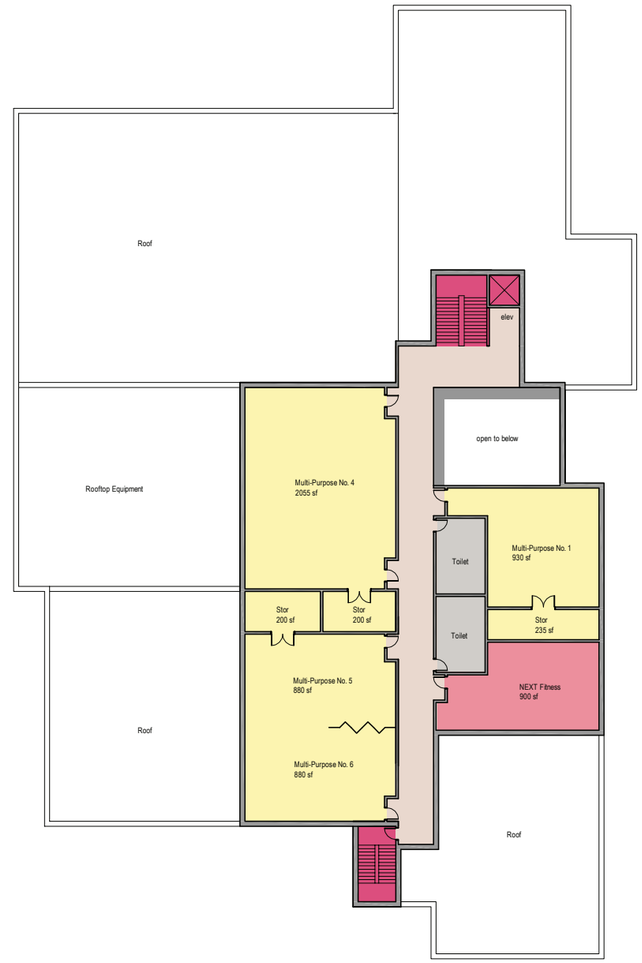
	Test Fit 1D Gross SF	Test Fit 1D.1 Gross SF	Test Fit 1E.1 Gross SF
	51,000	**46,585**	**47,250**
	Grossing Factor	**Grossing Factor**	**Grossing Factor**
	1.42	**1.28**	**1.30**



Lower Level
21,580 sf



First Level
19,150 sf



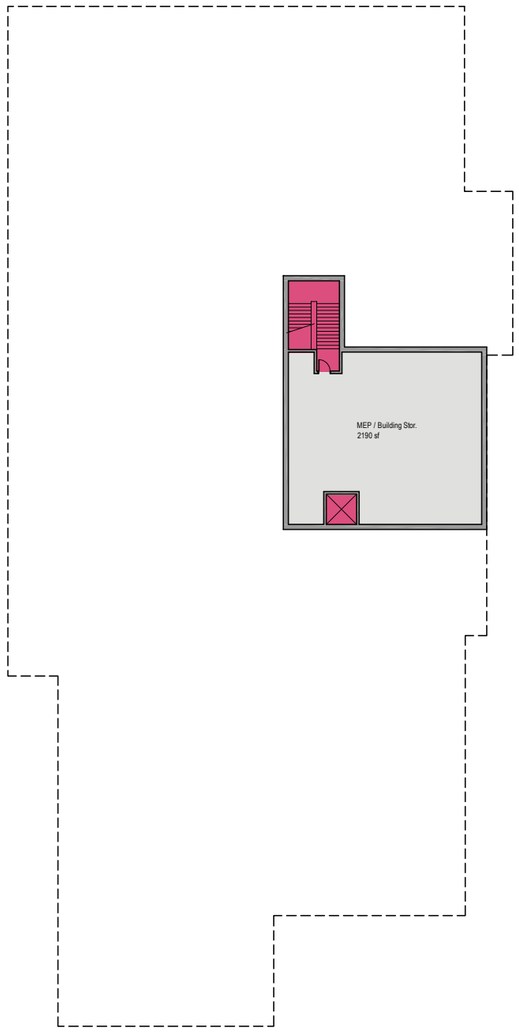
Second Level
10,270 sf

Total SF: 51,000 sf

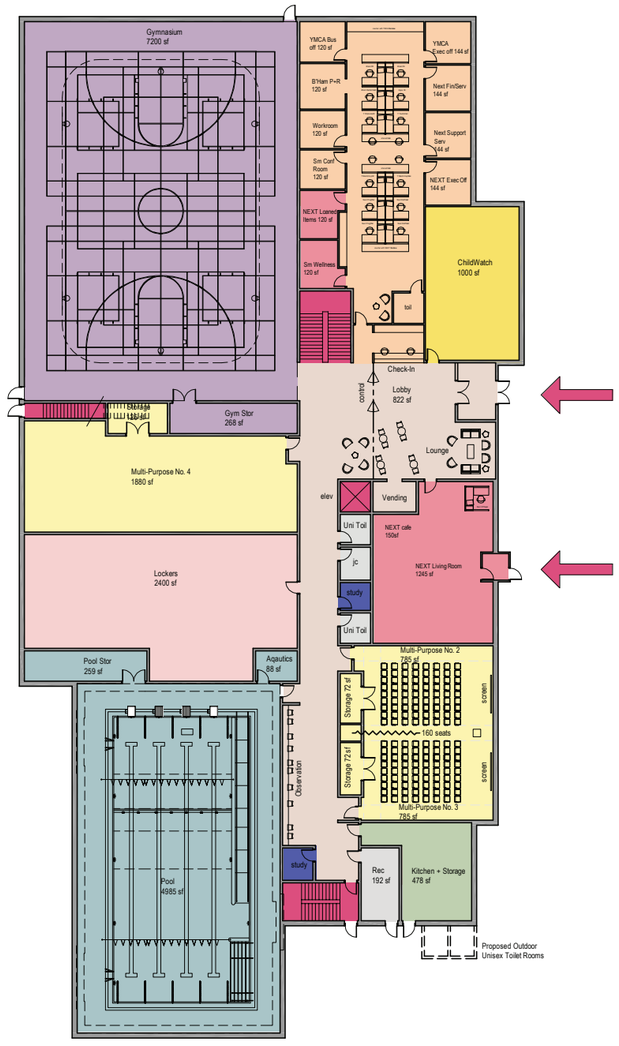
Test Fit Option 1A - Floor Plans

0' 20' 40' 80'

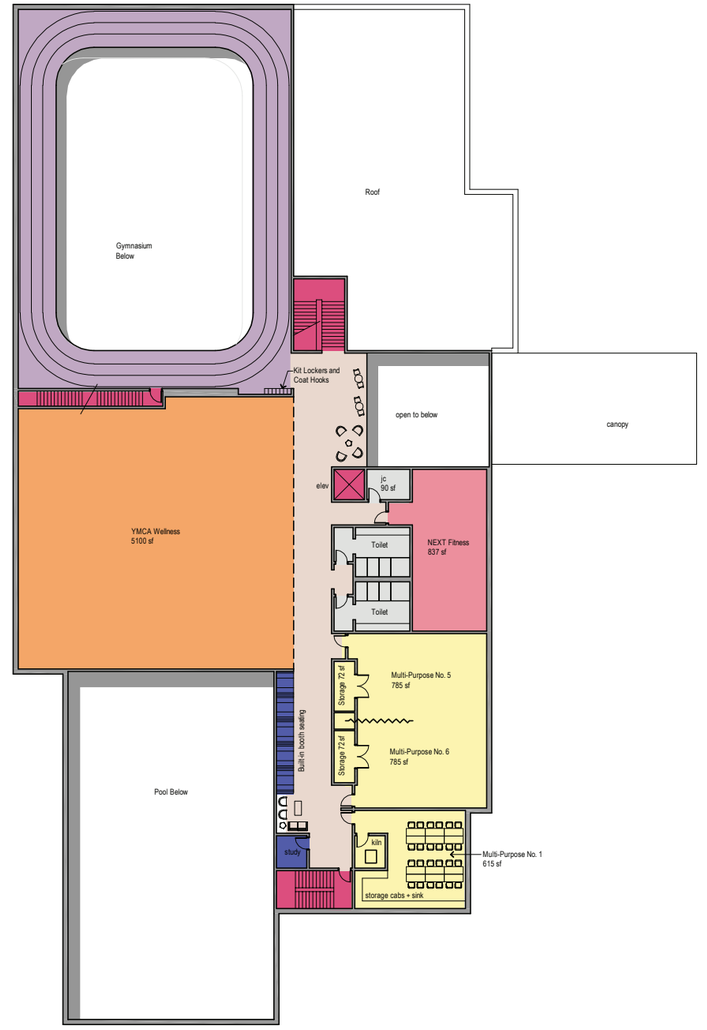
7A



Lower Level
2,880 sf



First Level
30,945 sf

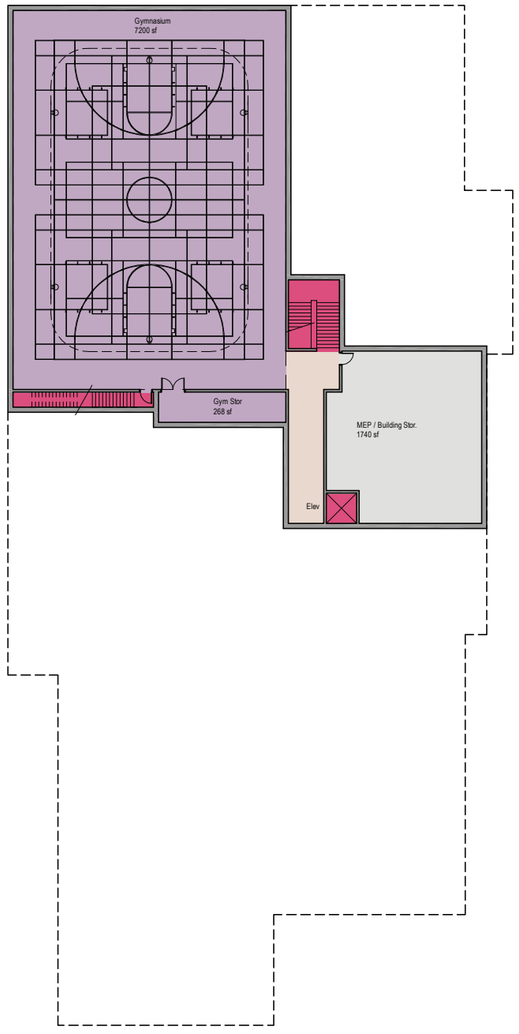


Second Level
12,760 sf

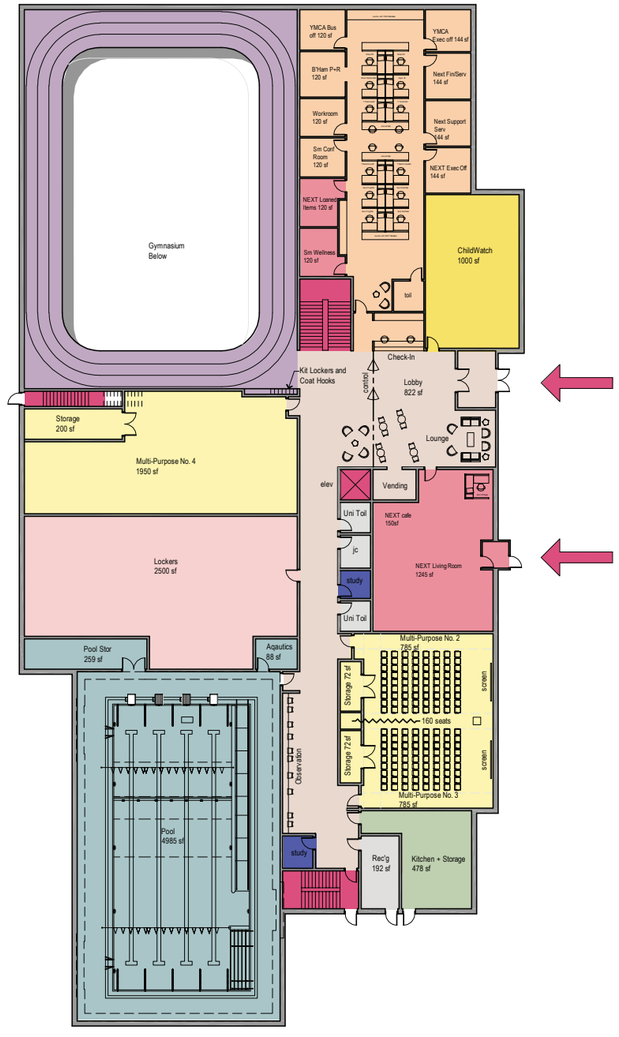
Total SF: 46,585 sf

Test Fit Option 1D.1 - Floor Plans

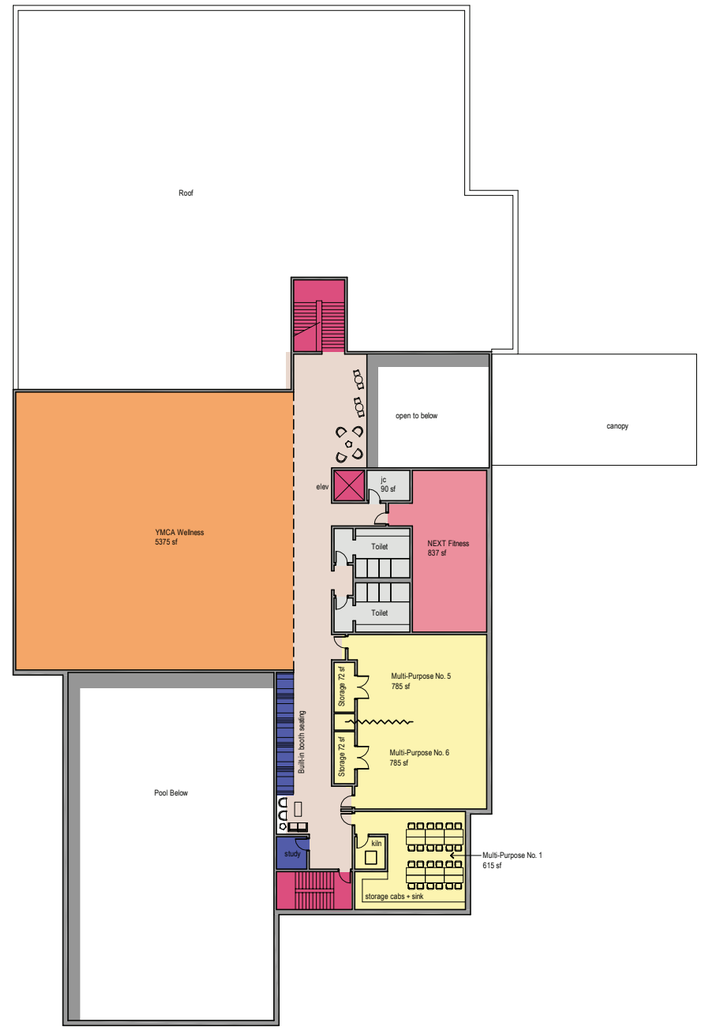
0' 20' 40' 80'



Lower Level
10,960 sf



First Level
23,530 sf

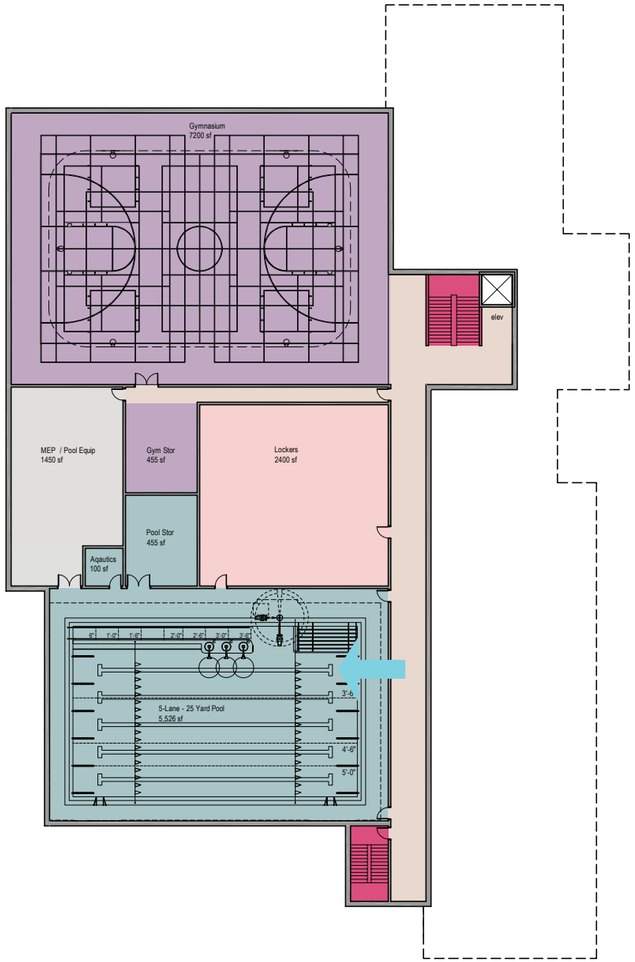


Second Level
12,760 sf

Total SF: 47,250 sf

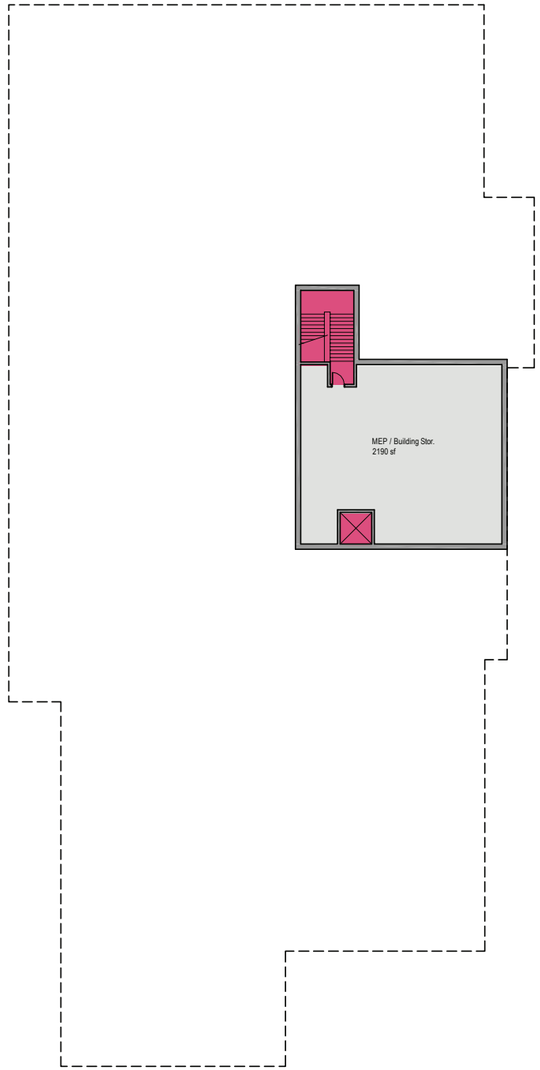
Test Fit Option 1E.1 - Floor Plans

0' 20' 40' 80'

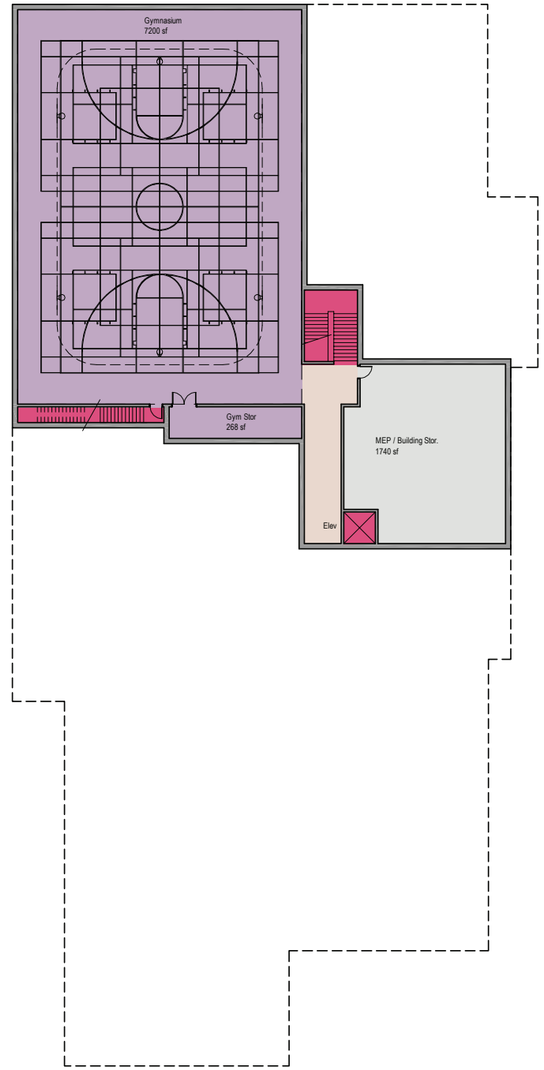


Lower Level
21,580 sf

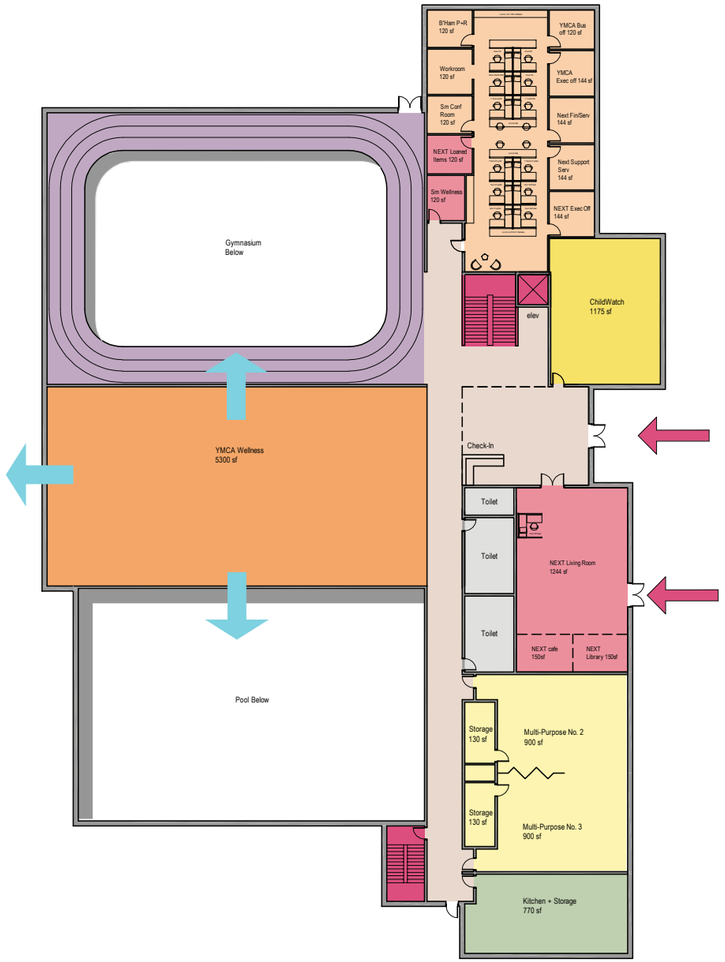
Test Fit Option 1A



Test Fit Option 1D.1

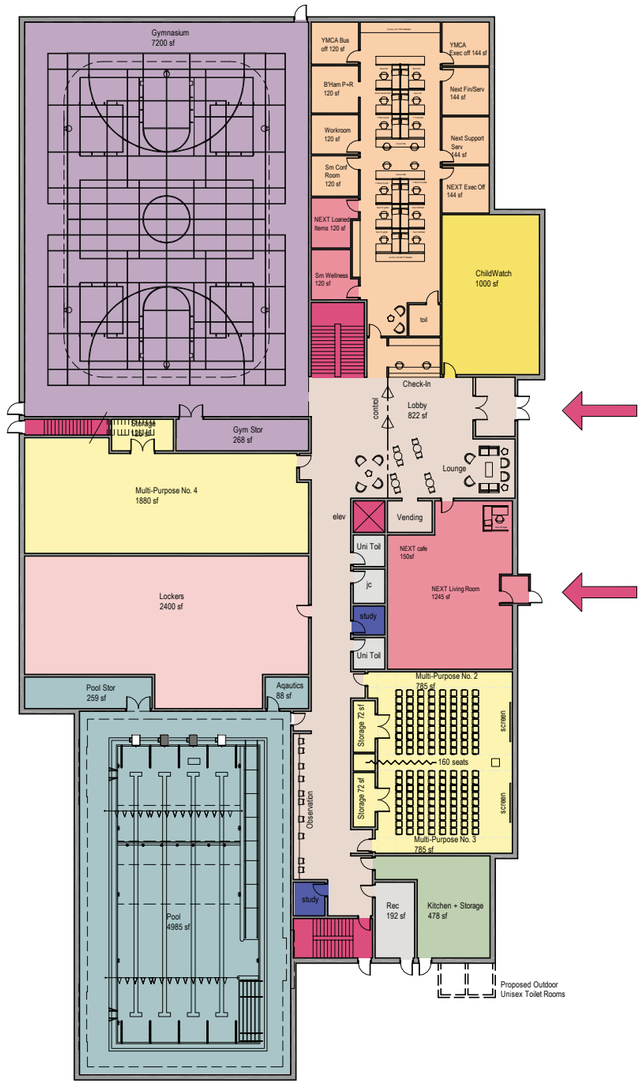


Test Fit Option 1E.1

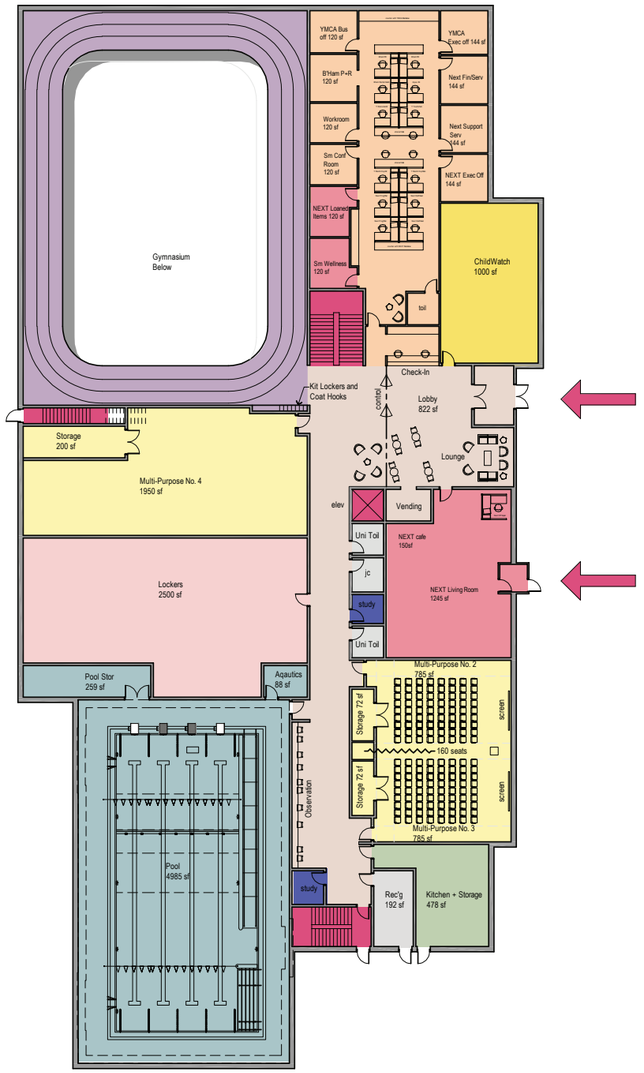


First Level
19,150 sf

Test Fit Option 1A

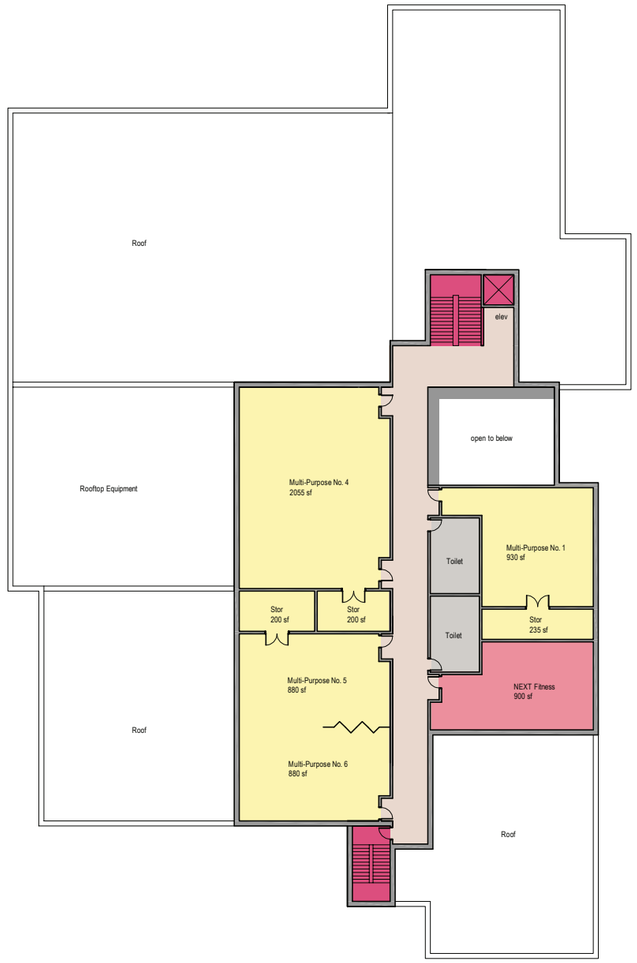


Test Fit Option 1D.1



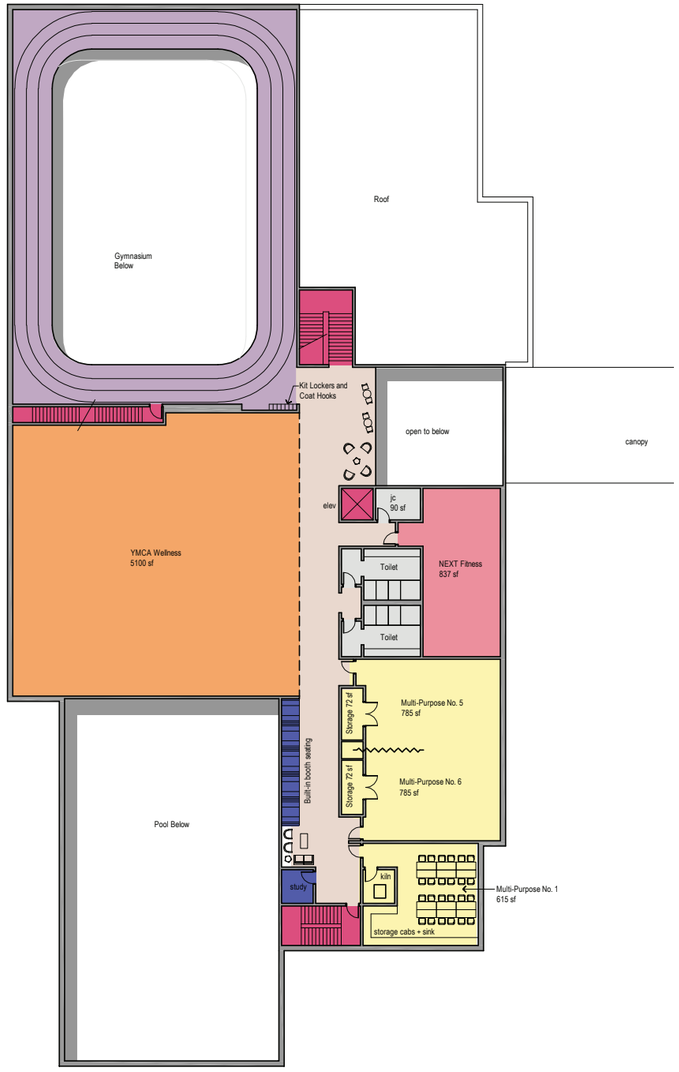
Test Fit Option 1E.1

Floor Plan Summary Composite - First Level



Second Level
10,270 sf

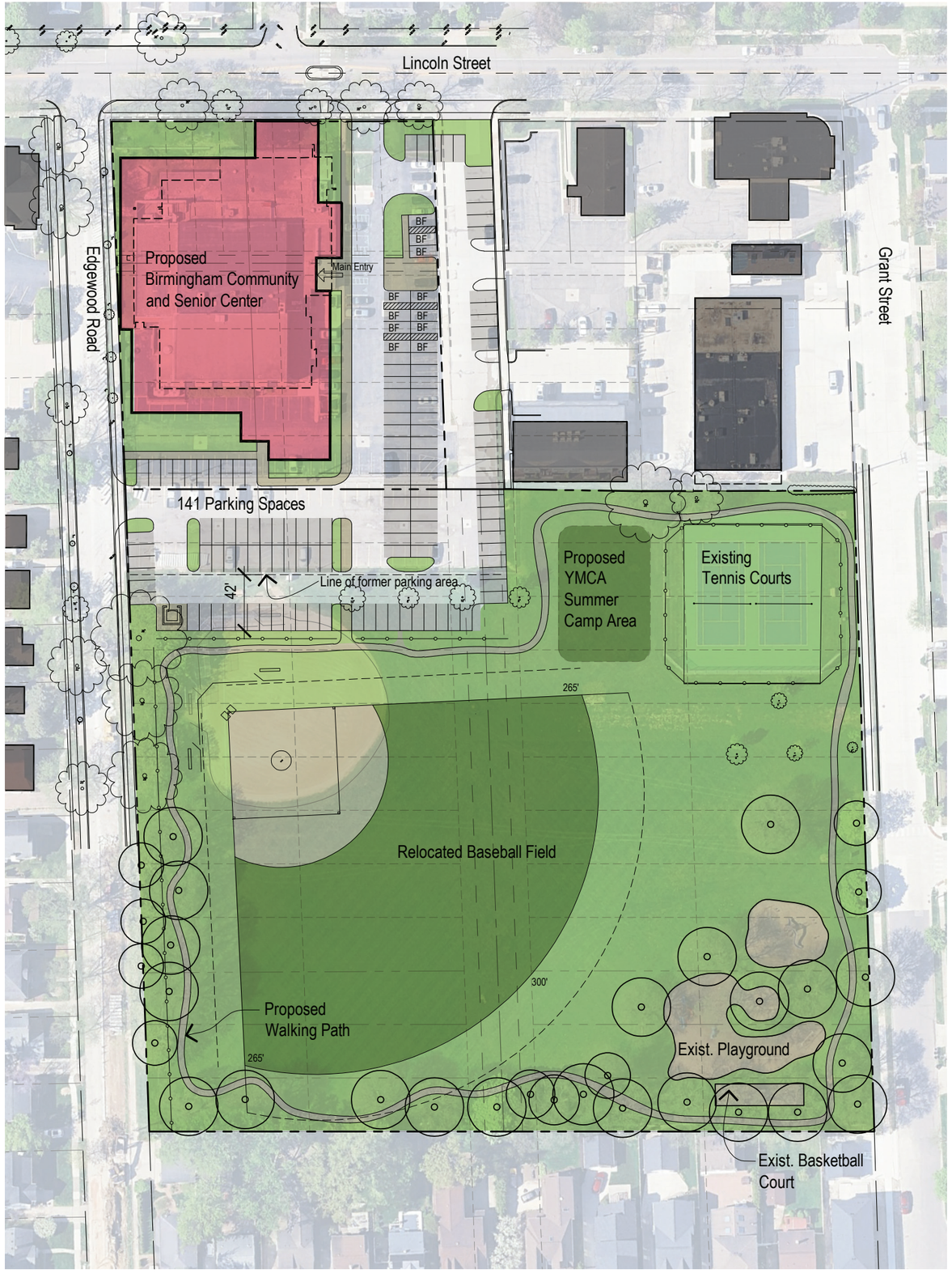
Test Fit Option 1A



Test Fit Option 1D.1



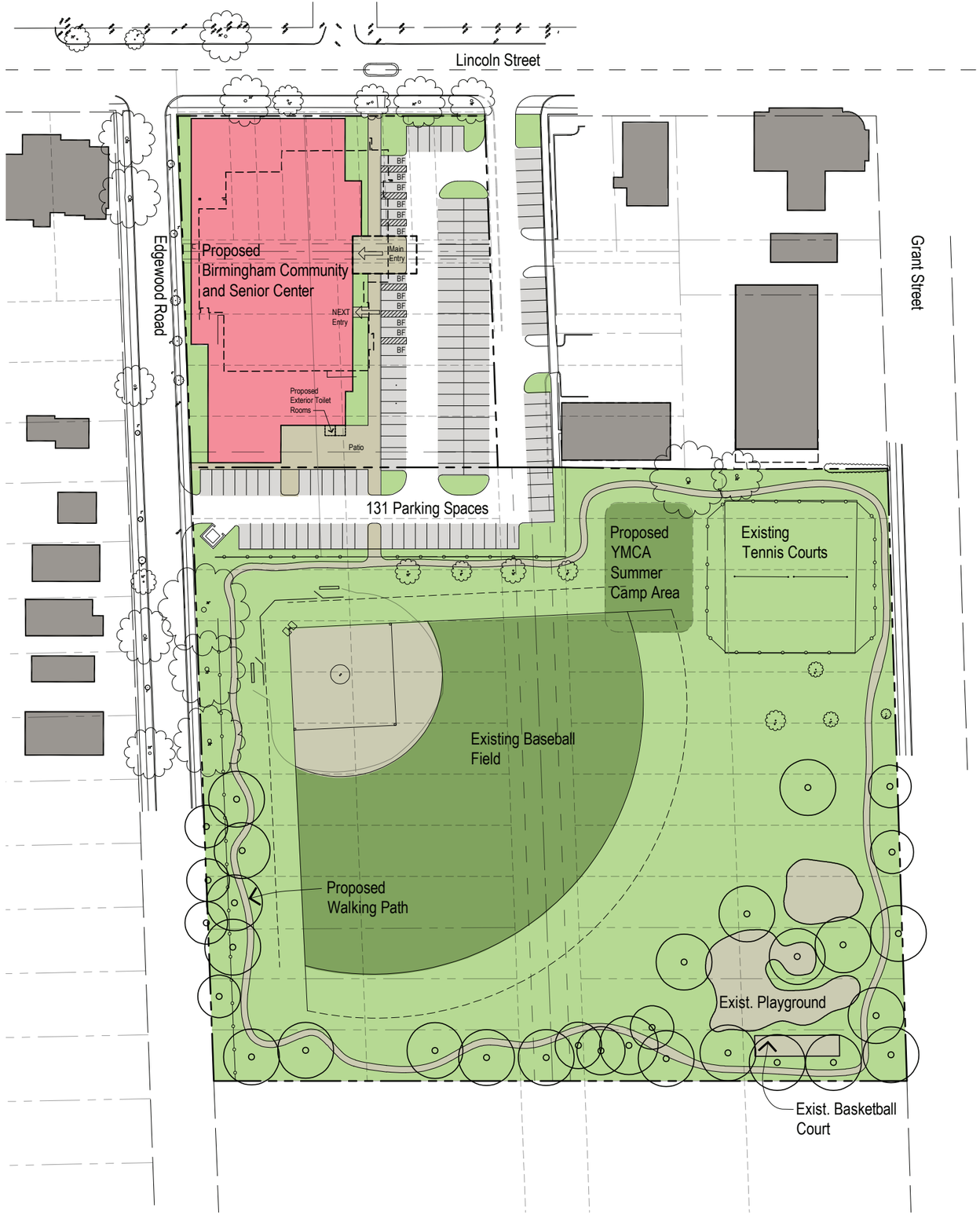
Test Fit Option 1E.1



Test Fit Option 1A - Site Plan with Park

Scale:1"=100'-0"

0' 50' 100' 200'



Test Fit Option 1D.1 - Site Plan

Scale:1"=100'-0"

7A

0' 50' 100' 200'



example of built-in study booths



example of individual study rooms

7A

Timeline of Commission Action regarding the Birmingham Community and Senior Center Project

Date	Resolution	Vote
June 5, 2023	1. To approve and execute the Purchase Agreement between the City of Birmingham and YMCA as presented to us with the modification this evening. 2. To approve and execute the Memorandum of Understanding between the City and NEXT AND To further direct the current and successor City Manager to pursue and implement the necessary steps to bring the transition from the YMCA building's current use to a combined Senior Center/Community Center use.	7-0
June 5, 2023	To submit a 0.33 senior millage proposition to the electorate on the ballot for the November 7, 2023 general election as follows: Do you approve of the addition of a new 0.33 mill levy to collect approximately $1,053,750 per year in revenue to be disbursed to the City of Birmingham for the purpose of making interim improvements and establishing a sinking fund for a senior center that will provide an array of services for older citizens for a three year term, ending on July 1, 2027?	7-0
July 24, 2023	To approve a three (3) year Lease Agreement in the amount of $1 per year allowing the YMCA to continue to provide their services at 400 E. Lincoln Street after the City closes on the purchase of the property, and further to direct the Mayor and City Clerk to sign the Lease Agreement with the YMCA.	7-0
February 12, 2024	To adopt a resolution to approve the 2024-bid proposal with NORR, LLC to furnish all labor, equipment, material and supervision necessary for the "Birmingham Senior/Recreation Building" facility assessment and conceptual designs for a renovation/expansion project of the City-owned building at 400 East Lincoln St., Birmingham MI 48009, in the amount not to exceed $133,694.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. No City funding is necessary for this project.	7-0
March 4, 2024	To establish the Ad Hoc Senior/Recreation Center Committee for a term of 3 years, with the duties as outlined in the memorandum from February 21, 2024 from City Manager Jana Ecker 'Establishing the Ad Hoc Senior/Recreation Center Committee' and the duties defined therein, recommending the use of consultants for design and/or build services and/or the use of an owner's representative as soon as possible, 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. Said Ad Hoc Committee to include nine members or their designee representing two Commissioners, one NEXT representative, one YMCA representative, one architect, one construction contractor, one member of the Parks and Recreation board, one member of the Planning Board, one engineer, and one non-voting student member.	6-0
May 20, 2024	To approve the 2024-bid proposal with Kramer Management Group for Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, in	7-0

	the amount not to exceed $625,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. AND To approve a contract for owner's representation to Kramer Management Group for an amount not to exceed $625,500.00; to charge this expenditure to account number 101.0-656.000- 811.0000; and further to appropriate and amend the 2023-2024 General Fund budget as follows: Revenues: Use of Fund Balance 101.0-000.000-400.0000 $625,500.00 Expenditures: Health and Welfare 101.0-656.000-811.0000 $625,500.00	
July 29, 2024	1. To demolish and build new. 2. These three parties need to meet; they need to be represented by counsel. They should not stick to any allocation, percentage-wise, of space. They should figure out the sharing arrangement, and they should contemplate, or discuss, a variety of partnership structures they can bring back to us. The City expects the YMCA to contribute commensurate with the square footage they would be utilizing. 3. That we begin the process of doing financial and legal due diligence on our partners. That may involve hiring outside counsel, or our existing auditing firm, to examine tax returns, financial statements, and potential legal structures.	6-1
August 26, 2024	*Agenda item with no action taken	
September 9, 2024	**Workshop meeting	
September 9, 2024	*Agenda item with no action taken	
October 7, 2024	*Agenda item with no action taken	
October 28, 2024	**Workshop meeting	
October 28, 2024	To adopt the findings of fact contained in the October 9, 2024 staff report to the Planning Board and approve the rezoning of 400 E. Lincoln to change the zoning designation of the entire parcel from R4 (Two-Family Residential) to PP (Public Property).	6-0
October 28, 2024	To direct staff to issue the RFP for final design for a new building between 44,500 and 49,000 square feet in size, at a maximum cost of $32 million dollars on October 31, 2024 to the three firms that were pre-qualified during the RFQ process earlier this summer. AND	5-1

	Approve a resolution to direct staff to negotiate lease agreements with both Next and the YMCA (including apportioned costs and responsible	
November 18, 2024	To issue that letter to the other communities.	6-0
December 9, 2024	To approve an agreement with Neumann Smith for the preparation of the final site plan, design and construction plans for a new building at 400 E. Lincoln in the amount not to exceed $354,200. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656.000-811.0000. and Further to appropriate and amend the 2024-2025 General Fund budget as follows: Revenues: Draw from Fund Balance 101.0-000.000-400.0000 $450,000 Expenditures: Health and Welfare 101.0-656.000-811.0000 $450,000	4-2
January 13, 2025	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.	5-1
January 27, 2025	To approve the use of the term Birmingham Community and Senior Center in reference to the proposed new building at 400 E. Lincoln, as recommended by the Ad Hoc Senior/Recreation Center Committee.	6-1
February 10, 2025	**Workshop meeting	
February 10, 2025	*Agenda item with no action taken	
February 24, 2025	To approve in concept the draft building program for the new Birmingham Community and Senior Center at 400 E. Lincoln.	4-3
February 24, 2025	To approve an agreement with Clark to provide construction management services for the construction of the new Birmingham Community and Senior Center to be located at 400 E. Lincoln in an amount not to exceed $32,000,000 in cost. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656-000-811.0000.	5-2
March 10, 2025	To ask the City Attorney to investigate implementation of a usage or entrance fee as an alternative to the originally proposed facility fee.	7-0
March 24, 2025	*Agenda item with no action taken	

MEMORANDUM

City Manager's Office

DATE: April 15, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Birmingham Community and Senior Center Expenditures

NORR, LLC

At its regular meeting on February 12, 2024 (MINUTES), the City Commission selected NORR, LLC to conduct a facility assessment and develop conceptual designs for the building at 400 E. Lincoln. NORR was chosen from eight (8) firms that responded to the City's Request for Proposals (RFP). Although the RFP was issued by the City and the firm selected by the Commission, all fees for NORR's services were paid by Next.

	FY 24-25	FY 25-26*	Total
City of Birmingham Expenditures	$0.00	$0.00	$0.00

*7/1/24 – 4/9/25 check run

Kramer Management Group

At the May 20, 2024 regular meeting (MINUTES), the Commission selected Kramer Management Group as the Owner's Representative for the 400 E. Lincoln project following a competitive bidding process. Kramer was chosen from five (5) submitting firms. Since then, Brian Deming of Kramer Management has represented the City at Ad Hoc Senior/Recreation Center (SCC) and City Commission meetings, coordinated meetings with Next and the YMCA, and led the development of RFPs for both architectural/engineering and construction management services. The City's contract with Kramer Management Group remains active.

	FY 24-25	FY 25-26*	Total
City of Birmingham Expenditures	$18,250.00	$170,250.00	$188,500.00

*7/1/24 – 4/9/25 check run

Neumann/Smith Architecture

At its December 9, 2024 regular meeting (MINUTES), the Commission selected Neumann/Smith Architecture to lead the architectural and engineering design for the new facility. Neumann/Smith was chosen from three (3) firms pre-qualified through a Request for Qualifications (RFQ) process. Since their selection, Neumann/Smith has created a building program that received conceptual approval from the Commission at the February 24, 2025 regular meeting. They have also

presented draft schematic designs to both the Commission and the SCC. The City's contract with Neumann/Smith is ongoing.

	FY 24-25	FY 25-26*	Total
City of Birmingham Expenditures	-	$211,725.90	$211,725.90

*7/1/24 – 4/9/25 check run

Clark Construction

At the February 24, 2025 regular meeting (MINUTES), the Commission selected Clark Construction as the Construction Manager for the 400 E. Lincoln project. Clark was chosen from ten (10) proposals submitted in response to the City's RFP. Their proposal included a waiver of fees unless and until a bond vote is passed; therefore, the City has not been billed for their services to date.

	FY 24-25	FY 25-26*	Total
City of Birmingham Expenditures	-	$0.00	$0.00

*7/1/24 – 4/9/25 check run

Total Expenditures

To date, the City has spent a total of $400,225.90 on the Birmingham Community and Senior Center project as a result of its contracts with NORR, LLC, Kramer Management Group, Neumann/Smith Architecture, and Clark Construction.

NORR, LLC	$0.00
Kramer Management Group	$188,500.00
Neumann/Smith Architecture	$211,725.90
Clark Construction	$0.00
Total	$400,225.90

April 16, 2025

Jana Ecker, City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Dear Ms. Ecker,

On behalf of the YMCA of Metropolitan Detroit, thank you for your continued partnership and thoughtful engagement as we work together to envision the future of 400 E. Lincoln.

For nearly 70 years, the YMCA has proudly served the Birmingham community. Through Y programs, generations of residents have learned to swim, built healthy habits, and found belonging. We are honored to have been part of the city's story for so long.

In June 2023, the YMCA sold its Birmingham facility to the city with the commitment to remain operating in the building through June of 2026 and understanding that it would be redeveloped to primarily house the Next organization. At the time, the YMCA stated a strong desire to stay engaged in the City of Birmingham and continue to serve the community in some capacity if possible. Months later, we re-engaged in a dialogue and began shaping a shared vision: a multi-use, multigenerational community center that would house the YMCA, Birmingham Next, and the city's Parks and Recreation Department under one roof. This approach offers an opportunity to maximize public investment while ensuring continued access to vital programs across all ages.

The YMCA remains fully committed to working through every viable solution to remain in Birmingham. As a demonstration of our investment, we have offered to cover the annual operating costs for the shared facility on behalf of all partners. Naturally, this commitment assumes a thoughtful design that supports each organization's distinct and complementary programming needs and business model. We are confident that, through continued collaboration, a facility can be developed that serves all generations and reflects our shared goals.

A key part of that vision is preserving access to one of Birmingham's most valued community assets: the swimming pool. For decades, the pool has provided lifesaving swim instruction, family recreation, and wellness opportunities for all ages. It has also been home to the Birmingham Blue Dolphins (BBD) YMCA Swim Team — a highly accomplished and well-regarded competitive program. While the pool remains in operation today, its future is distinctly tied to the YMCA's continued presence.

To be clear: if a new or renovated facility is not developed, the YMCA will not have a sustainable location from which to operate and will need to pivot to delivering its services within spaces that are borrowed, such as schools and other community spaces. These spaces are limited within the city today.

While we are not ready to accept that as final, we must acknowledge the possibility. Should the project not move forward, we will, with sincere regret, begin preparing for the potential conclusion of our decades-long presence in Birmingham and transition from a stable place that is valued and recognized by all to being a more transient service provider to the Birmingham Community.

This outcome would be felt not only by our organization, but also by the community we have served for generations—a community that would lose access to YMCA programs such as swim lessons, youth development activities, wellness classes, and a trusted partner in community-building.

We believe that without the YMCA's participation — including our proposed support of shared operational costs, additional responsibilities may shift to our partners—either the Next organization or the city directly. We share a deep respect for each and know that the strength of a shared facility lies in our ability to support one another in advancing the well-being of the entire community.

We remain hopeful that this moment can mark a turning point — one where we invest together in a future that values health, connection, and intergenerational engagement. We are ready to continue the conversation and explore every creative path forward.

Thank you again for the opportunity to participate in this critical dialogue. We look forward to the work ahead.

In Partnership,



Parrish Underwood
President and CEO

Cc: Eric Huffman, Chair – YMCA Board of Directors
Gail von Staden, Vice Chair – YMCA Board of Directors

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Planning Department

DATE: March 18, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment, Final Site Plan & Design Review (**WITHDRAWN**)

INTRODUCTION:
The applicant has submitted a Special Land Use Permit Amendment, Final Site Plan & Design Review application to replace the current outdoor dining patio on the via (east) side of the building. The current outdoor dining patio is constructed of predominantly vinyl panels with a metal frame. The new proposal includes an aluminum pergola with a roof and glass transom.

The subject site, 225 E. Maple, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. Social Kitchen and Bar has inhabited this site since 2012, and was one of the City's first bistro establishments. In 2017/2018, the restaurant submitted a Special Land Use Permit (SLUP) amendment to renovate the interior and exterior of the space that was ultimately cancelled. The original 2012 approval contained 64 indoor dining seats and 86 outdoor dining seats (56 in via and 30 on rooftop). The 2017/2018 SLUP amendment did not change the seat counts.

At this time, the applicant has determined that they must withdraw the Special Land Use Permit Amendment, Final Site Plan & Design Review. Thus, no further action is required.

BACKGROUND:
On January 22, 2025 (Agenda - Video), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment, Final Site Plan & Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an

extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

On March 11, 2025 (Agenda – Video), the Board of Zoning Appeals heard to appeals related to this request. The variance requests were as follows:

1. Chapter 126, Article 4, Section 4.44(C)(3) of the Zoning Ordinance requires that outdoor dining facilities shall not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance. The proposed enclosure measures 723 square feet between three sides. Therefore, a variance of 723 square feet is requested.
2. Chapter 126, Article 9, Section 9.02 of the Zoning Ordinance defines Bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining of no more than 65 people. The proposed outdoor dining facility contains 86 outdoor dining seats. Therefore, a variance of 21 outdoor dining seats is requested.

The Board of Zoning Appeals ultimately moved to deny both of the variances requested.

On March 24, 2025 (Agenda), the City Commission granted a request to postpone the public hearing to allow the applicant an opportunity to readjust the proposal based on the results of the Board of Zoning Appeals decision to deny variances for the enclosure and additional seating.

LEGAL REVIEW:
The City Attorney has reviewed this request and objects as to form and content because it does not comply with the standards of 4.44 (D)(2) of the Zoning Ordinance and the outdoor seating count is in excess of the permitted maximum for bistro establishments of 65 seats.

FISCAL IMPACT:
All outdoor dining establishments in the public right of way are required to pay annual fees that include the leasing of public space to operate the outdoor dining facilities. The footprint of this outdoor dining facility for which the lease fees are calculated is not changing, thus the only change in fees would be based on the market value of the land being leased, which is calculated annually.

SUSTAINABILITY:
Sustainability considerations for this proposal include the seasonality factor of this outdoor dining establishment and the material construction of the pergola. In terms of seasonality, this particular outdoor dining facility as it exists today contains electric heaters and HVAC ductwork that helps moderate temperatures for its inhabitants. Due to the construction of the current facility, it can be assumed that there is significant energy loss through the current fabric awning and eisnglass enclosure. The Planning Department would not expect the new proposed facility to be much better. Because this particular outdoor dining facility is unlike most others in the City, the potential for the enclosures to facilitate year-round outdoor dining is higher and with use in colder temperatures deeper into the year, the potential for energy loss increases. In terms of the new proposed materials, aluminum is a sturdy and easily recyclable metal.

DESIGN CONSIDERATIONS:
Generally speaking, the design of the new outdoor dining facility is of a higher quality and would better fit the aesthetics of Downtown Birmingham. However, the Planning Department does understand that the proposed design includes an enclosure, which is not permitted and may not

match the purpose and intent of the recently amended outdoor dining standards.

PUBLIC COMMUNICATIONS:
As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on January 22, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices were provided for the hearing at the Board of Zoning Appeals on March 11, 2025 and similar notices were sent out in advance of the public hearing at the City Commission on March 24, 2025. On March 24, the public hearing was postponed to a date certain of April 21, 2025, which does not necessitate any additional notices.

SUMMARY:
The applicant has withdrawn the Special Land Use Permit Amendment, Final Site Plan & Design Review and thus no action is required.

ATTACHMENTS:
Please see attached the following documents:

- Site/Design Plans
- Planning Board Report
- Board of Zoning Appeals Case Description

SUGGESTED COMMISSION ACTION:
No action required.

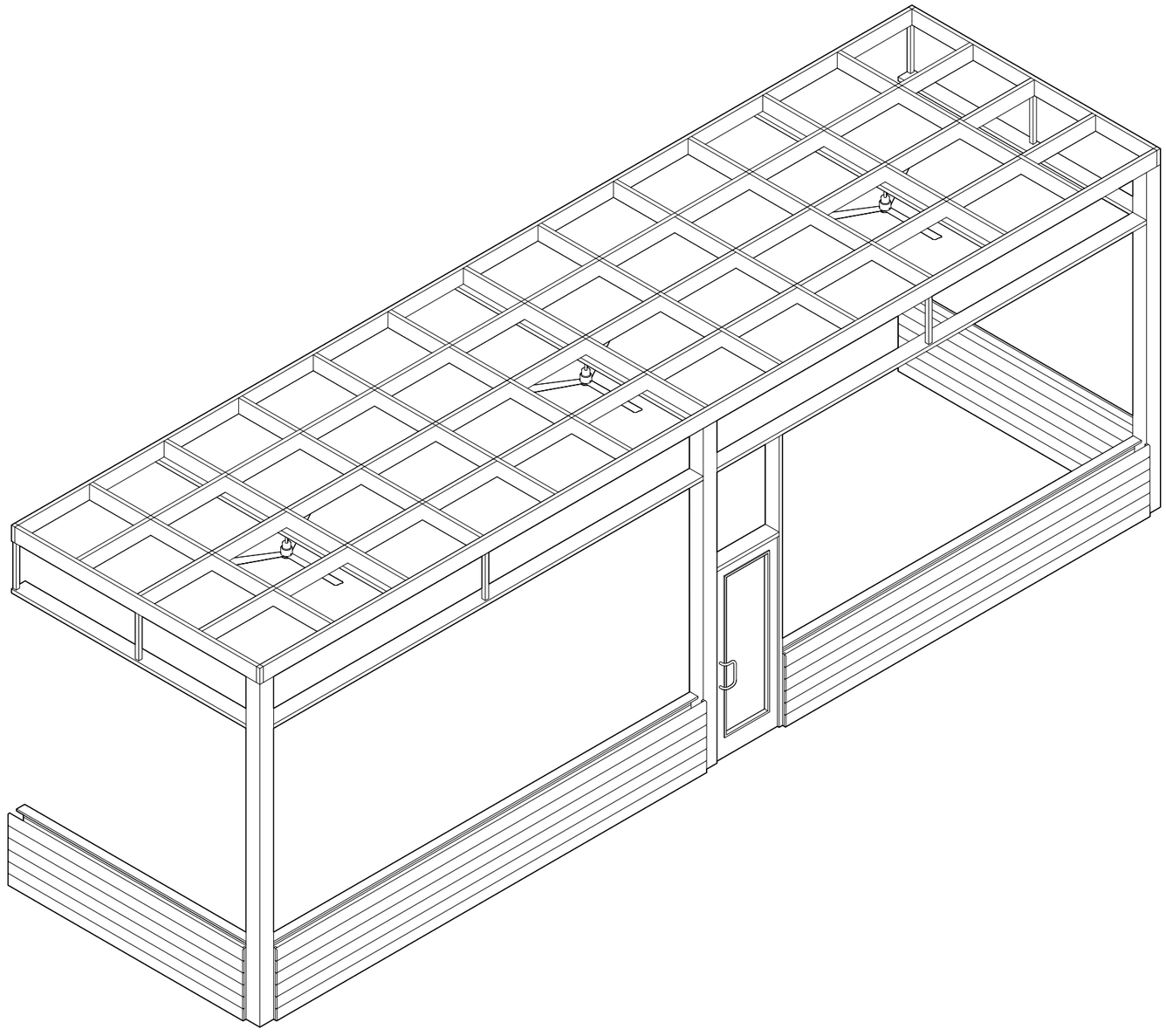



EXIT

SKYVIEW
DETROIT

Social Birmingham

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by



December 10, 2024
date issued

225 E. Maple Road
address

A 101 Cover Page
A 102 Top View
A 103 Seating Plan
A 104 Section A-A/Elevation
A 105 Section B-B
A 106 Corner Detail
A 107 Footer Detail
A 108 Post Detail
A 109 Wall Attach

table of contents

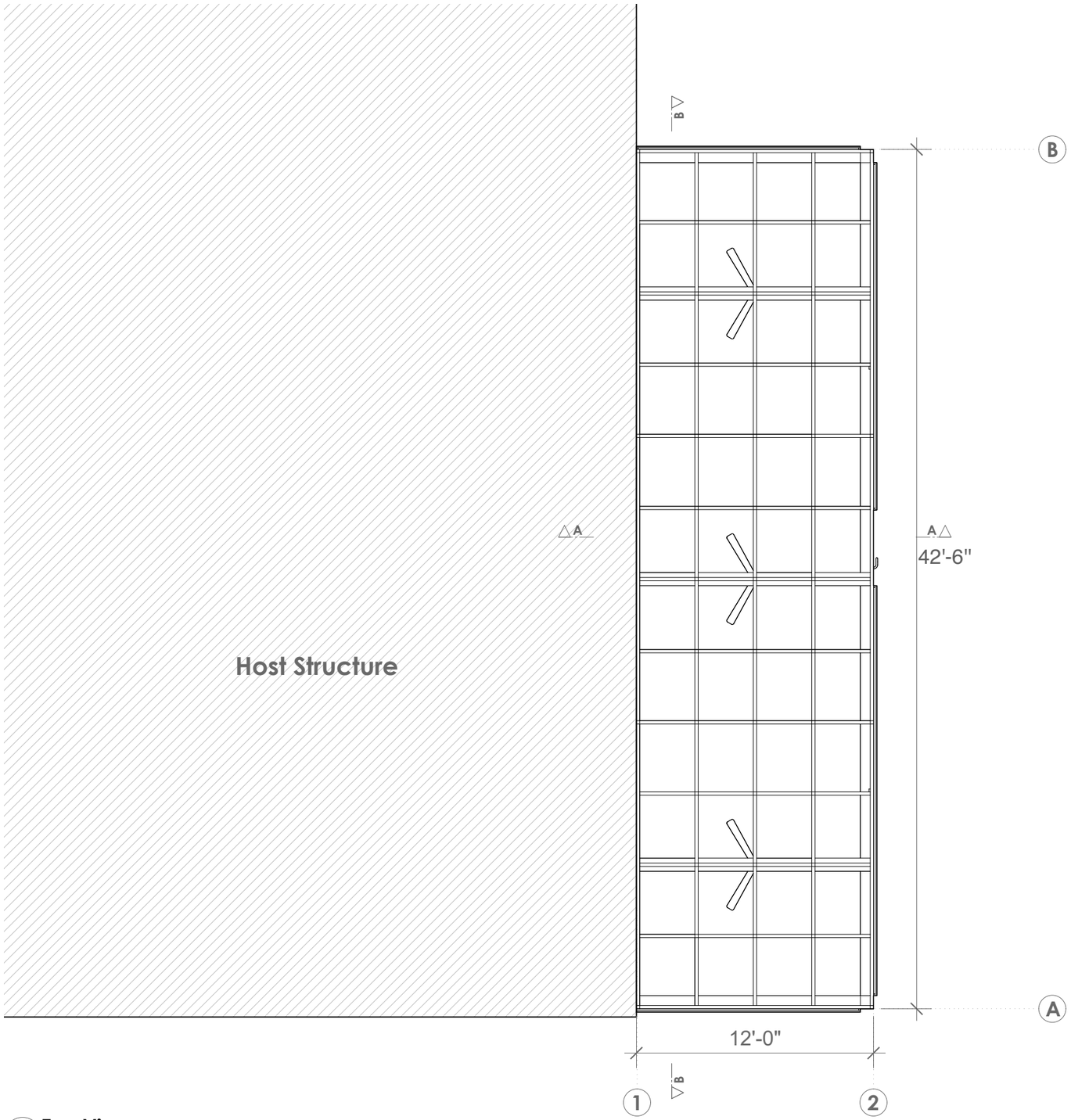
241210
project #

01
drawing #

Cover Page
page name

A101
page #

PERGOLA SHOP DRAWINGS



Top View
Scale: 1" = 6' 0"

Social Birmingham

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

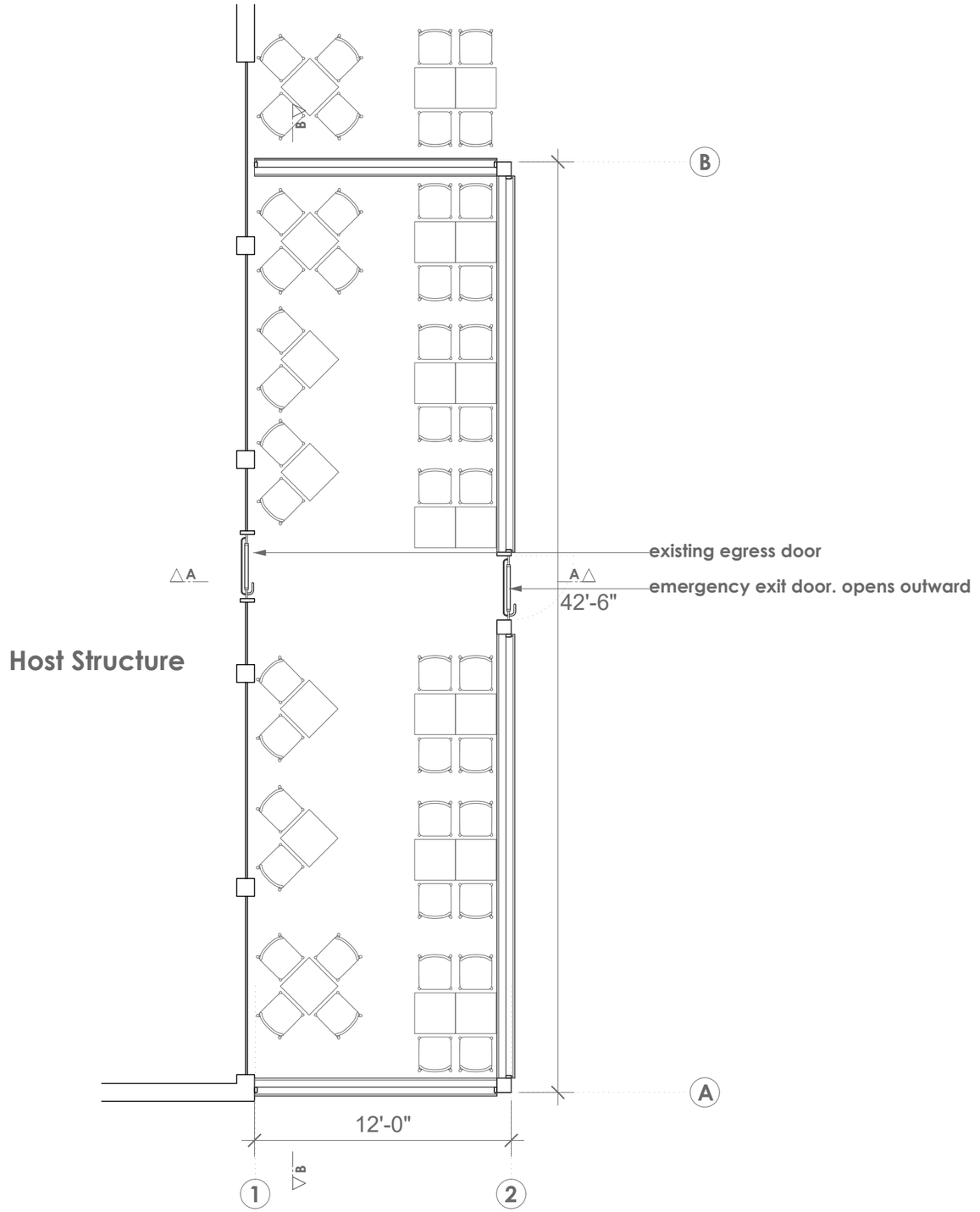
02
drawing #

Top View
page name

A102
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

PERGOLA SHOP DRAWINGS



Seating Plan
Scale: 1" = 6' 0"

Social Birmingham

SKYVIEW DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

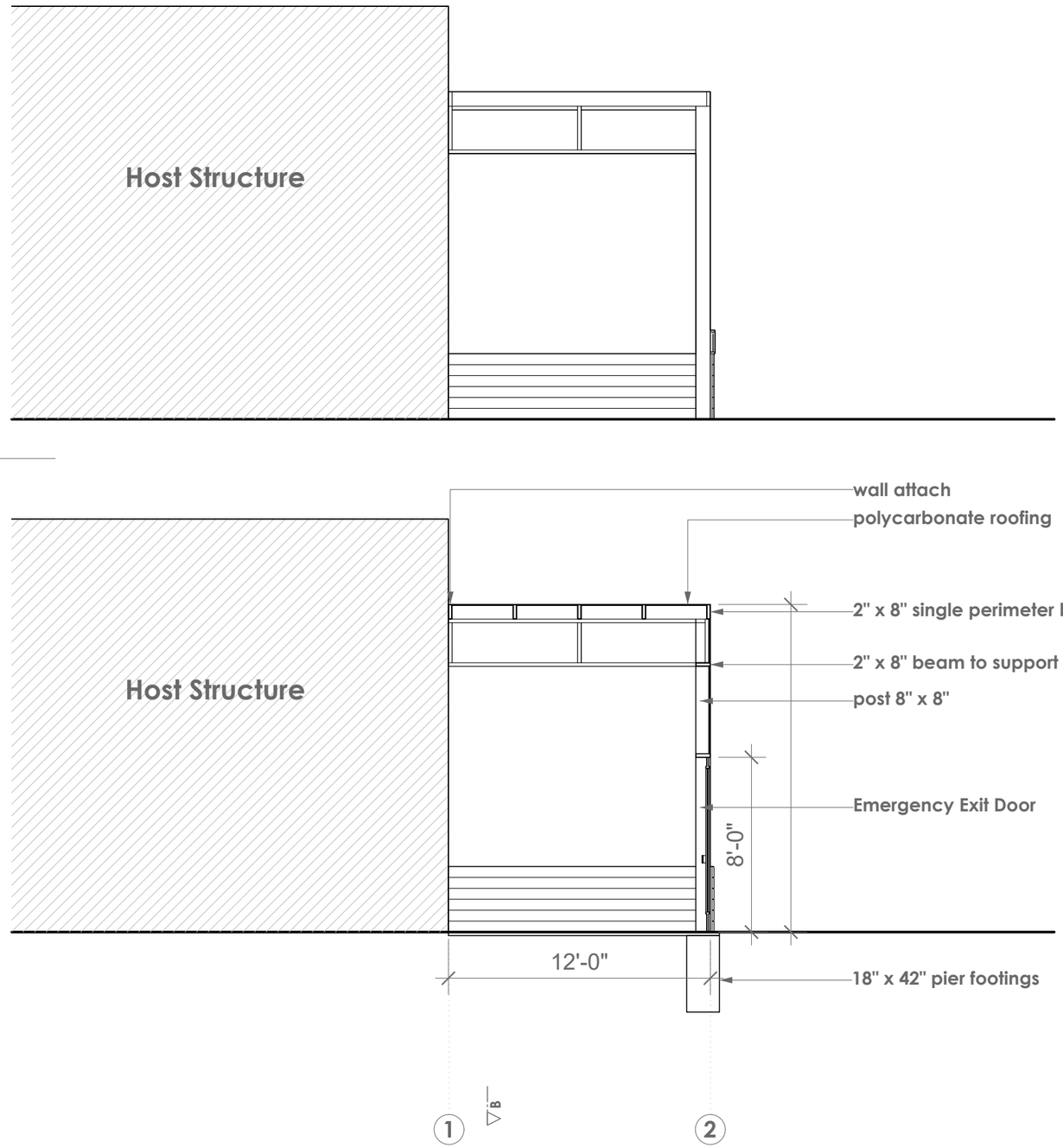
February 18, 2025
date issued

225 E Maple Rd
address

0010 project #	02 drawing #
Seating Plan page name	A102 page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

Social Birmingham



South Elevation
Scale: 1" = 6' 0"

Section A-A
Scale: 1" = 6' 0"

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

04
drawing #

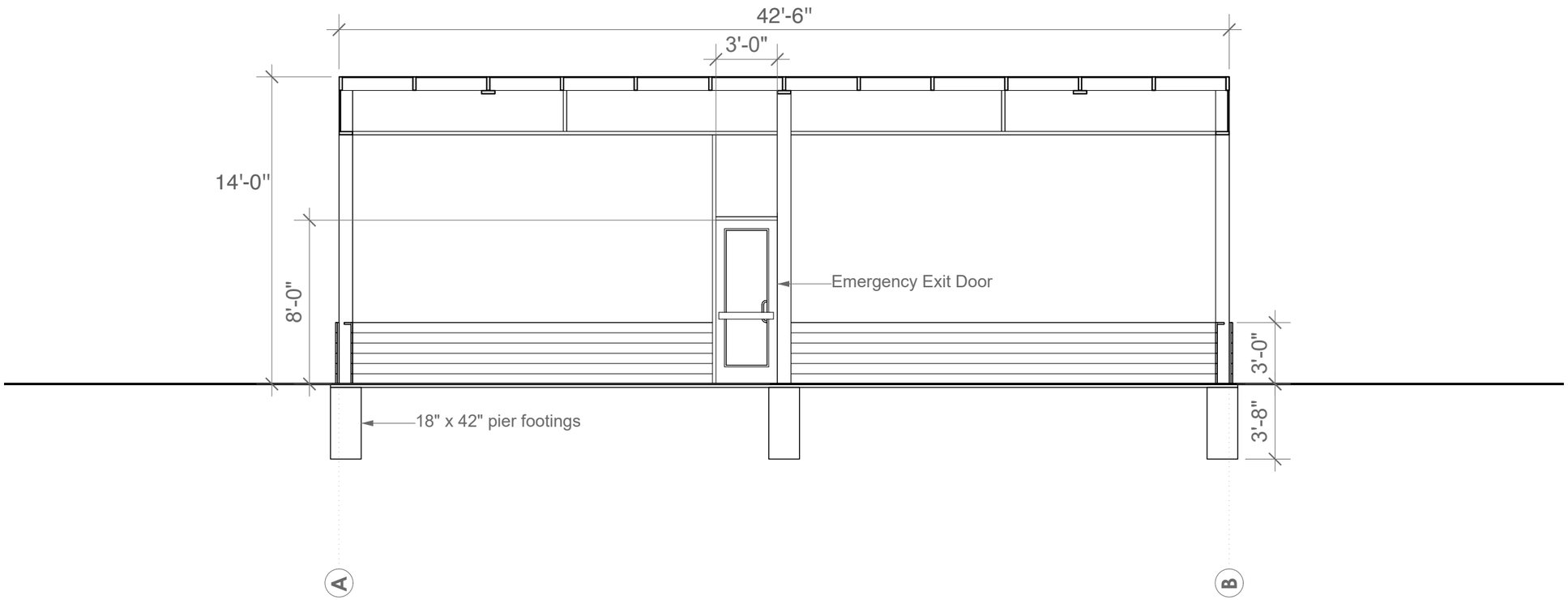
Section A-A
page name

A104
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

PERGOLA SHOP DRAWINGS

Social Birmingham



Section B-B
Scale: 1" = 6' 0"

SKYVIEW
DETROIT
2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

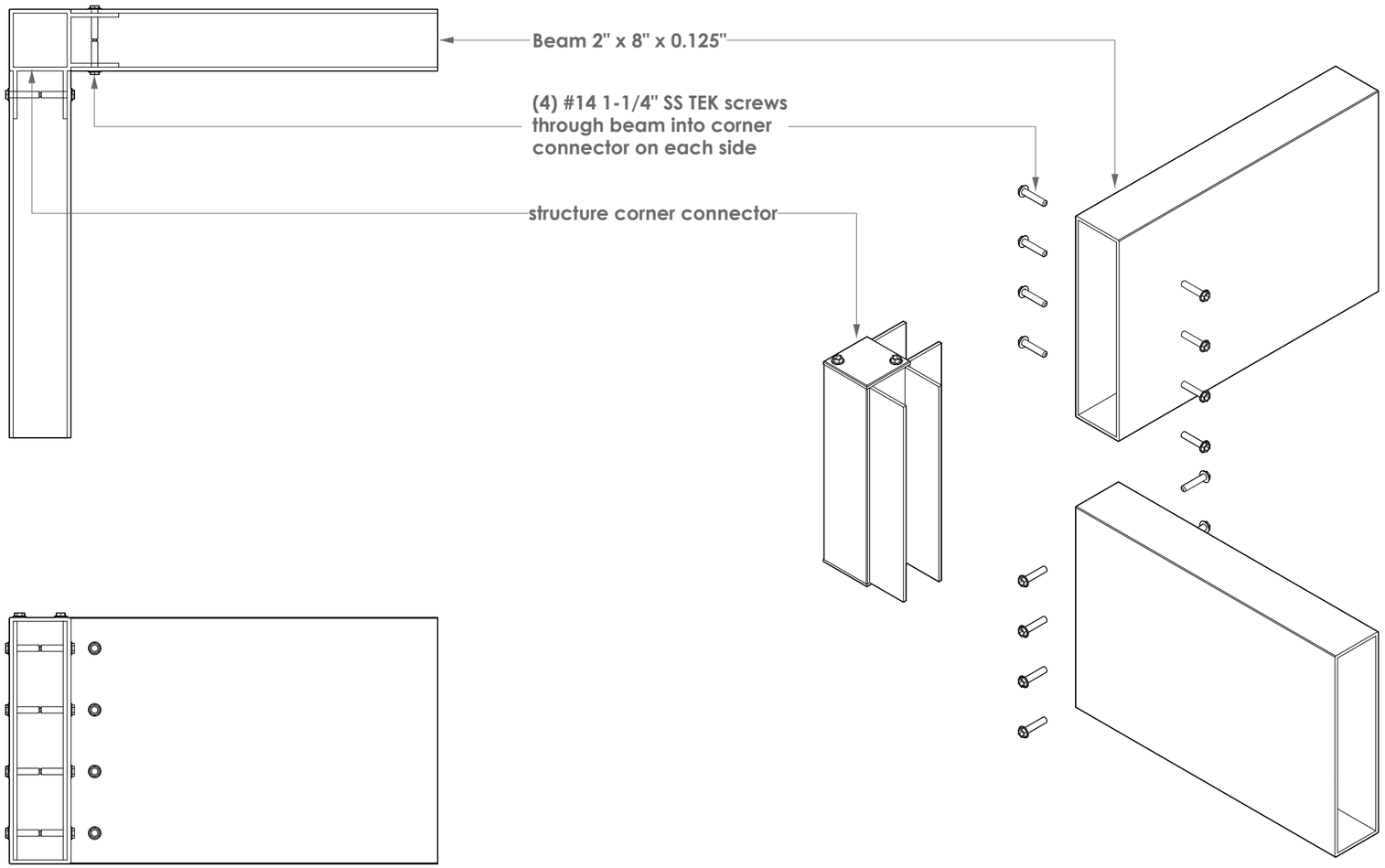
05
drawing #

Section B-B
page name

A105
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

Social Birmingham



Corner Detail

SKYVIEW
DETROIT

2605 C[illegible] Park Rd,
cCommer[illegible] Charter Twp, MI 48390
presented b[illegible]

December 10, 2024
date issued

225 E Maple Rd.
address

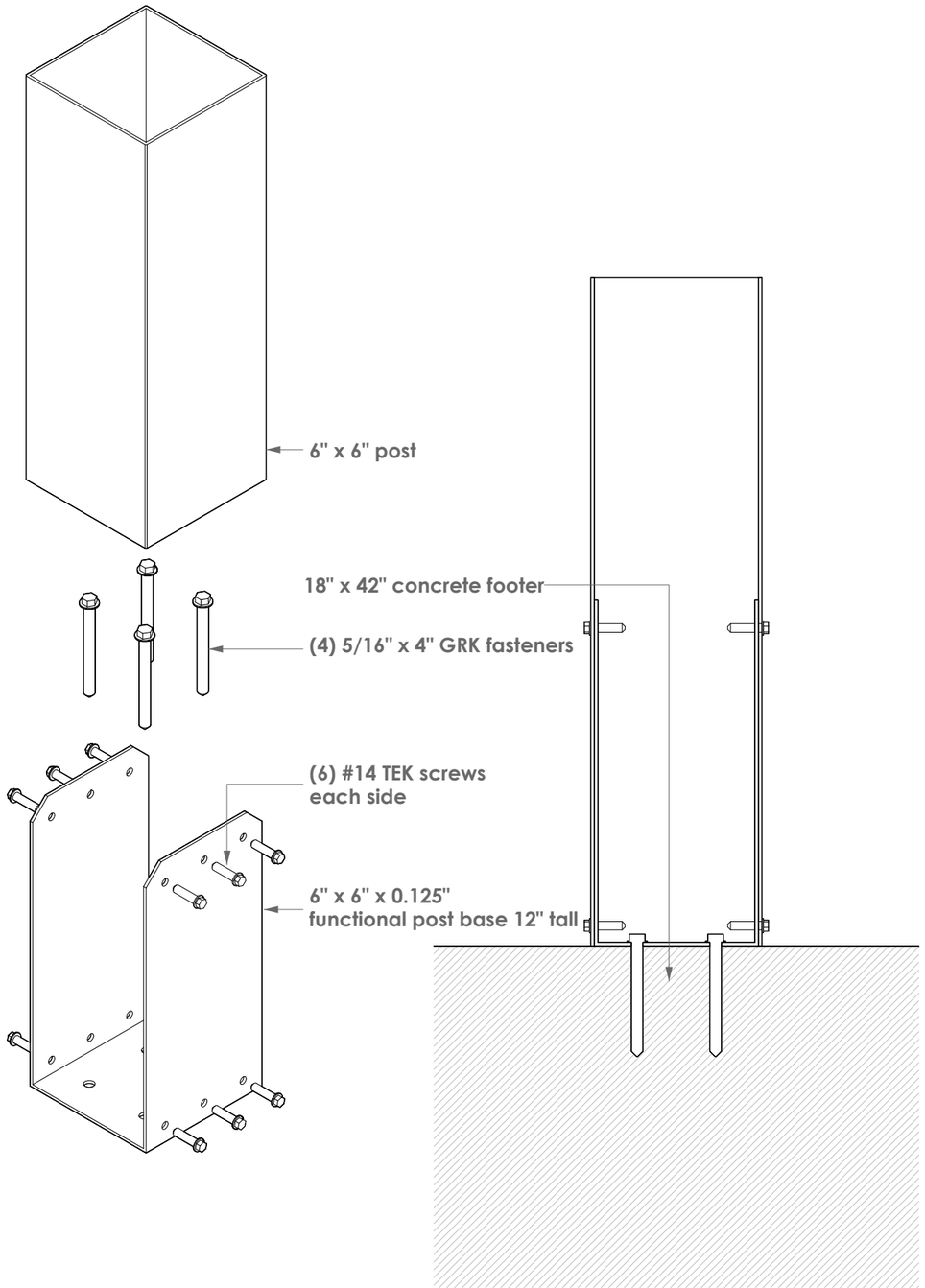
241210
project #

06
drawing #

Corner Detail
page name

A106
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type



Footer Detail

Social Birmingham

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

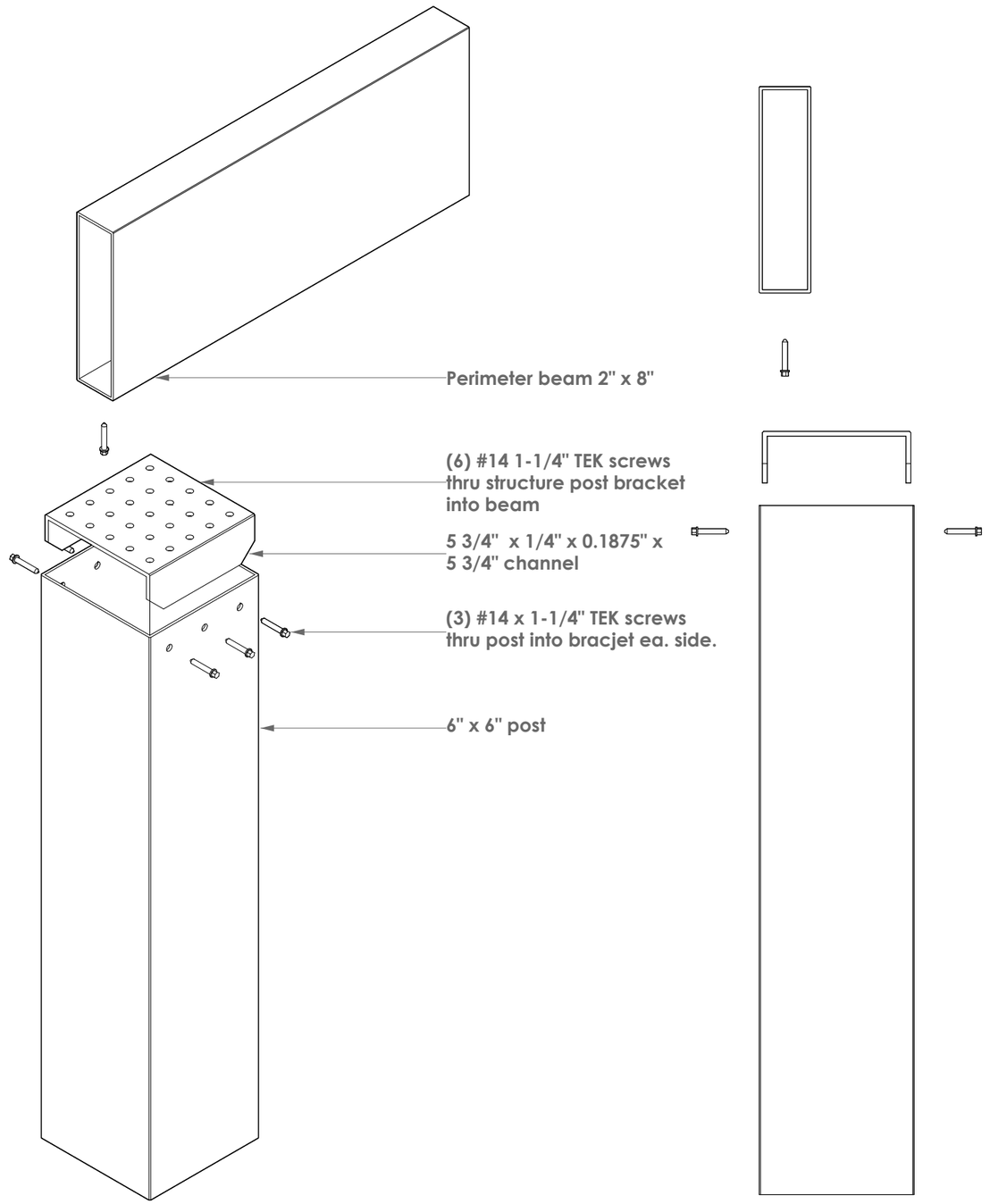
241210
project #

07
drawing #

Footer Detail
page name

A107
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type



Post Detail

Social Birmingham

SKYVIEW
DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

08
drawing #

Post Detail
page name

A108
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

For concret attachment:

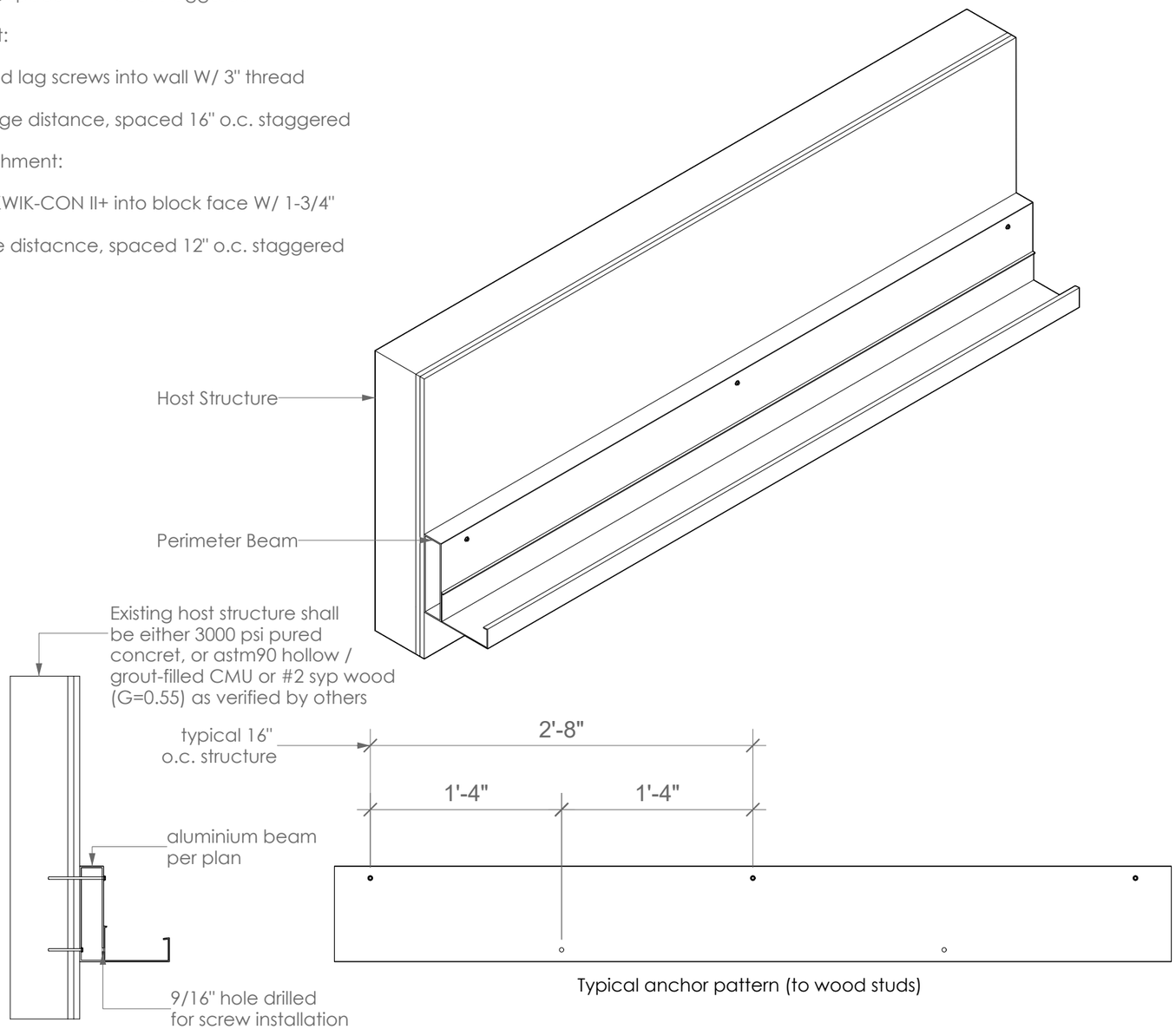
(2) 1/4" diam. ITW stainless steel tapcon into wall W/ 3" embedment
and 3" Edge distance, spaced 12" O.C. staggered

For wood attachment:

(2) 1/4" diam. s.s. wood lag screws into wall W/ 3" thread engagement
and 3/4" minimum edge distance, spaced 16" o.c. staggered

For hollow CMU attachment:

(2) 1/4" diam s.s. Hilti KWIK-CON II+ into block face W/ 1-3/4" embedment
and 3" minimum edge distacnce, spaced 12" o.c. staggered



Typical anchor pattern (to wood studs)

Wall Attach Detail

Social Birmingham

SKYVIEW DETROIT

2605 Oakley Park Rd,
cCommerce Charter Twp, MI 48390
presented by

December 10, 2024
date issued

225 E Maple Rd.
address

241210
project #

09
drawing #

Wall Attach
page name

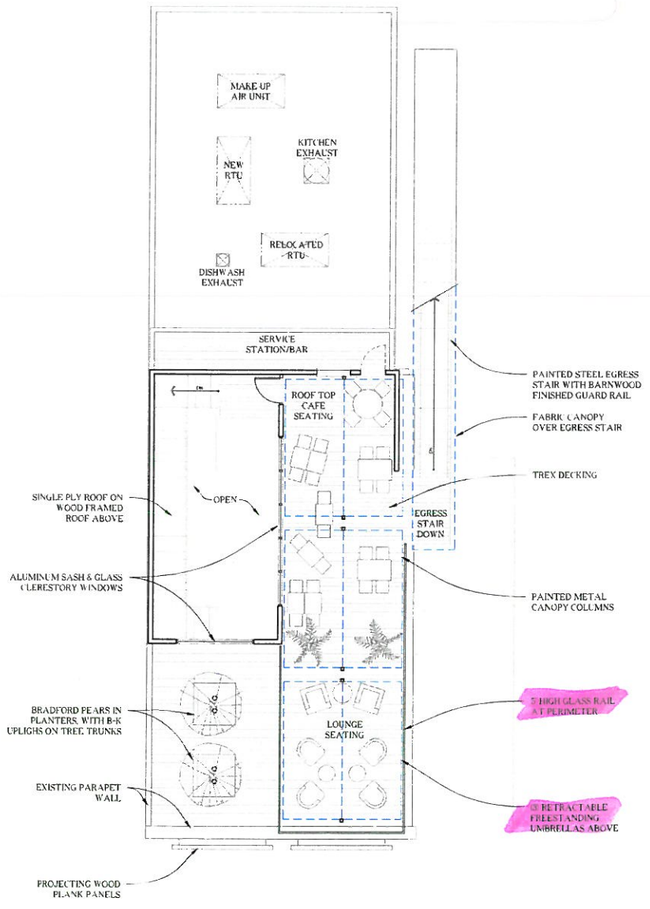
A109
page #

Louvers 6063-T5
All others components 6063-T6
aluminium type

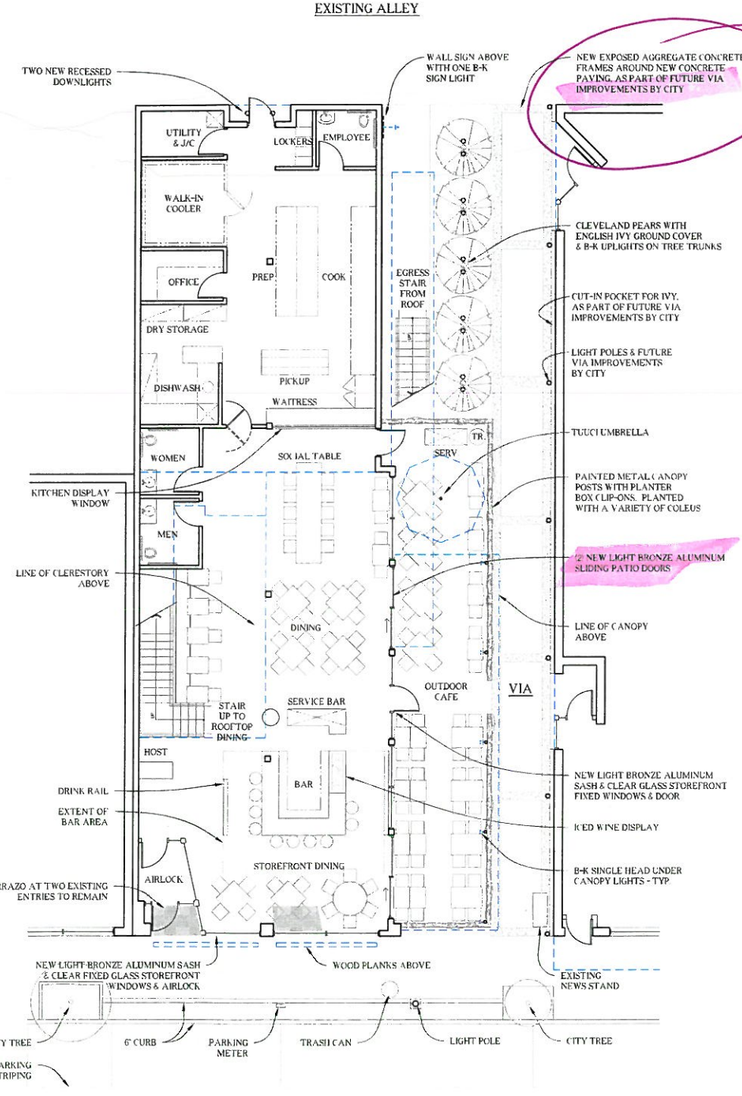
SLUP + FSP
APPROVED by CC on 1/9/12
w/conditions noted
in SLUP resolution



3 Location Map
NTS



2 Roof Plan
scale: 1/8" = 1'-0"



1 Ground Floor Plan
scale: 1/8" = 1'-0"

SEATING DATA

BAR STOOLS	10
DINING SEATS	54
TOTAL INTERIOR	64
SEASONAL VIA CAFE SEATS	56
SEASONAL ROOFTOP CAFE SEATS	30
TOTAL SEASONAL	86
GRAND TOTAL SEATS	150

Ronan+Roman
architects et al.
275 E. Frank St. Birmingham MI 48009
o) 248.723.5790 f) 248.723.5795

Project:

Social
Bistro SLUP
225 Maple Rd., Birmingham, MI 48009

Seal:

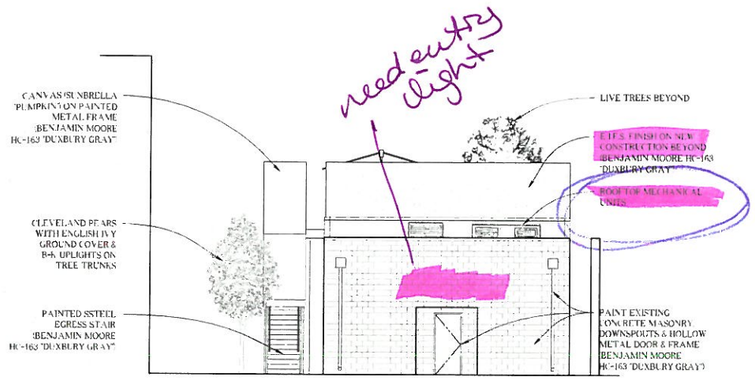
Issue Date:	
SLUP	11/4/11
Revision	11/9/11
Revision	11/18/11
Revision	1/5/12

Sheet Title:

Floor Plan & Roof Plan

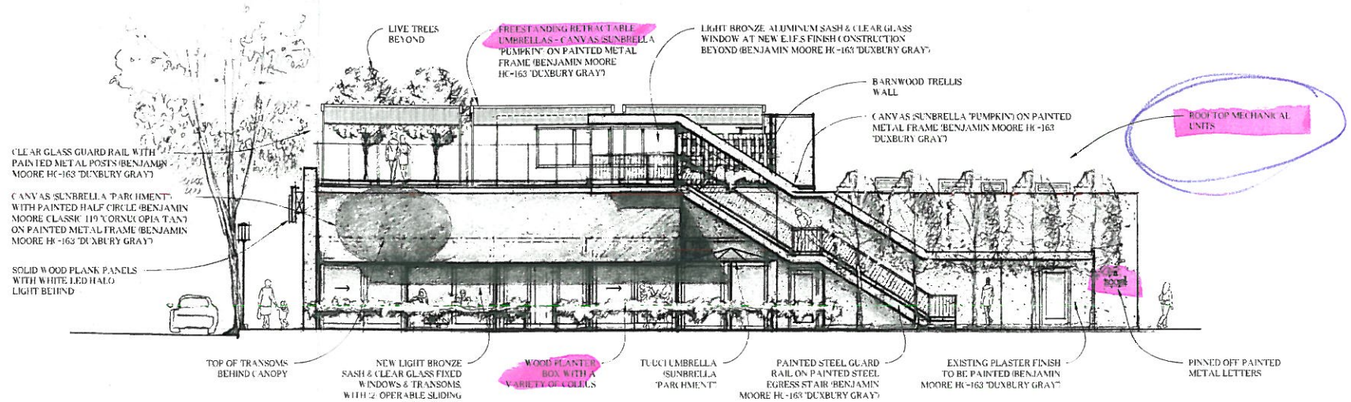
Sheet Number:

A-1



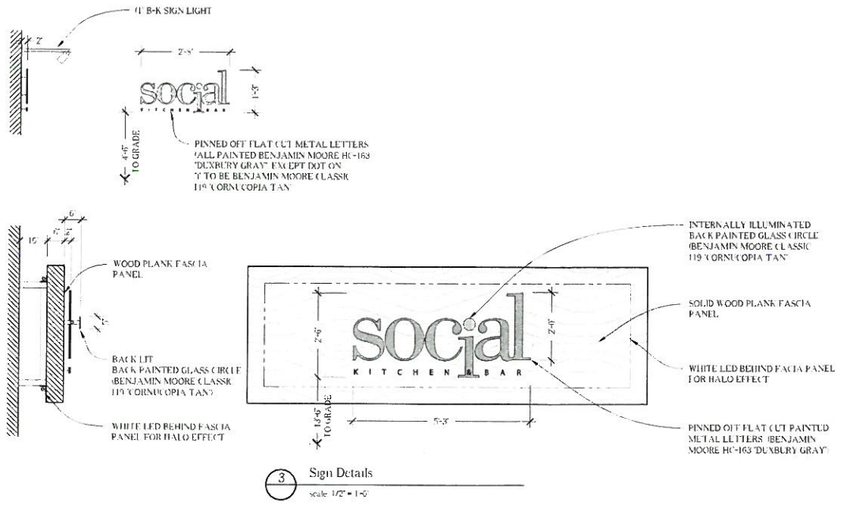
4 Exterior Elevation Facing the Alley

scale 1/8" = 1-0"



2 Exterior Elevation Facing the Via

scale 1/8" = 1-0"



3 Sign Details

scale 1/2" = 1-0"



1 Exterior Elevation Facing Maple

scale 1/8" = 1-0"

RonandRoman
architects et al.
275 E. Frank St. Birmingham MI 48009
o) 248.723.5790 f) 248.723.5793

Project:

Social Kitchen & Bar
Bistro SLUP
225 Maple Rd. Birmingham, MI 48009

Seal:

Issue Date:	
SLUP	11/4/11
Revision	11/9/11
Revision	11/18/11
Revision	1/5/12

Sheet Title:

Exterior Elevations

Sheet Number:

A-2

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Planning Division

DATE: January 22, 2025

TO: Planning Board Members

FROM: Nicholas Dupuis, Planning Director

SUBJECT: 225 E. Maple – Social Kitchen & Bar – Special Land Use Permit Amendment (SLUP), Final Site Plan & Design Review – Public Hearing

---

The subject site, 225 E. Maple, is located in Downtown Birmingham in the B4 (Business-Residential) and D4 (Downtown Overlay) zoning districts. Social Kitchen and Bar has inhabited this site since 2011, and was one of the City's first bistro establishments. In 2017/2018, the restaurant amended their Special Land Use Permit (SLUP) to renovate the interior and exterior of the space. The original 2011 approval contained 64 indoor dining seats and 86 outdoor dining seats (56 in via and 30 on rooftop). The 2017/2018 SLUP amendment did not change the seat counts.

At this time, the applicant has submitted a Special Land Use Permit Amendment, Final Site Plan and Design Review application to replace the current outdoor dining patio on the via (east) side of the building. The current outdoor dining patio is constructed of predominantly vinyl panels with a metal frame. The new proposal is a fixed aluminum pergola with roof and glass transom.

Article 7, Section 7.43 states that Site Plan and Design Review for special land uses shall be considered and acted upon by the City Commission. Prior to its consideration of a special land use application for an initial permit or an amendment to a permit, the City Commission shall refer the Site Plan and the design to the Planning Board for its review and recommendation.

In addition, as required by Article 7, Section 7.37 of the Zoning Ordinance, once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change.

1.0 Land Use and Zoning

1.1 Existing Land Use – The existing site is a 1-story commercial building.

1.2 Existing Zoning – B4 (Business-Residential) & D4 (Downtown Overlay)

1.3 Summary of Adjacent Land Use and Zoning – The following chart summarizes the existing land use and zoning adjacent to and/or in the vicinity of the subject site.

	North	South	East	West
Existing Land Use	Commercial	Commercial	Commercial	Commercial
Existing Zoning District	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)	B4 (Business-Residential)
Overlay Zoning District	D4	D4	D4	D4

2.0 Setback and Height Requirements

There are **no changes** to the bulk, area or placement of the existing building or the outdoor dining facility being reviewed. The existing outdoor dining facility is on public property, which will require a lease with the City of Birmingham.

3.0 Screening and Landscaping

3.1 Dumpster Screening – There are **no changes** proposed to the existing dumpster enclosure as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.2 Parking Lot Screening – There are **no changes** proposed to parking facilities as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.3 Mechanical Equipment Screening – There are **no changes** proposed to the mechanical screening as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.4 Landscaping – There are **no changes** proposed to the landscaping on site as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

3.5 Streetscape – There are **no changes** proposed to the streetscape as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

4.0 Parking, Loading and Circulation

4.1 Parking – There are **no changes** proposed to the building that require any additional parking or a parking analysis as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

4.2 Loading – There are **no changes** proposed to the loading conditions as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

4.3 Vehicular Circulation and Access – There are **no changes** proposed to the vehicular circulation and access to the site.

4.4 Pedestrian Circulation and Access – There are **no changes** proposed to pedestrian circulation and access of the site. The site will retain the existing pedestrian walkways and main pedestrian entrance.

5.0 Lighting

There are **no changes** to the lighting on site as a part of the Special Land Use Permit, Final Site Plan and Design Review application submitted.

6.0 Design Review

As noted above, the renovation proposed consists of the total replacement of the existing structure that covers the 56-seat outdoor dining facility located in the via to the east of the building. The structure is 42.5 ft. by 12 ft. and contains 48 outdoor dining seats within the pergola space and 8 seats to the north of the structure. Although the seating counts are the same, this proposal would bring slightly more seats within the enclosure than previous approved plans. The original approval, which carried over through the 2018 amendment, had 18 of the 56 seats extend north beyond the enclosure and were covered by an umbrella. The 30 seats on the rooftop will remain as-is. Total, the restaurant contains 86 approved outdoor dining seats.

Currently, the definition of Bistro in the Zoning Ordinance is "a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for *outdoor dining of no more than 65 people*." Similar to the 2018 amendment, the 86 existing seats at Social Kitchen & Bar may be considered pre-existing legal nonconforming and this proposal is not proposing to expand that pre-existing legal nonconformity.

The design of the existing enclosure is a thin metal frame wrapped in a vinyl fabric with vinyl "eisenglass" walls that can be rolled up or down. The proposal is to remove the entire existing system and replace it with a new aluminum pergola that will contain a

glass transom, polycarbonate roof, and vinyl "Strataglass" roll down panels. The panels would roll down into a half wall that surrounds the pergola. This new pergola structure would continue the enclosure capabilities of the outdoor dining facility and enable the bistro to utilize the outdoor dining facility year-round, save some of the colder days of the year.

Article 4, Section 4.44 (C)(3) of the Zoning Ordinance states that outdoor dining facilities shall not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance:

> **Enclosure (outdoor dining)**: A vertical wall, panel, or other material that extends above 42 in. in height which provides extended relief from weather and impedes physical and/or visual access to the outdoor dining space. For the purposes of this definition, enclosure does not include exterior building walls.

The current proposal meets the criteria for an enclosure and thus is not permitted by the Zoning Ordinance. Thus, **the applicant must submit revised plans that do not contain enclosures or obtain a variance from the Board of Zoning Appeals.**

7.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☐	☐	☒
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☐	☐	☒
Interior Floor Plans	☒	☐	☐
Landscape Plan	☐	☐	☒
Photometric Plan	☐	☐	☒
Colored Elevations	☒	☐	☐
Material Specification Sheets	☒	☐	☐
Material Samples	☒	☐	☐
Site & Aerial Photographs	☒	☐	☐

8.0 Departmental Reports

8.1 Engineering Department – The Engineering Department reiterated the need for detailed and strong agreements between the City and the applicant due to the outdoor dining facilities location on Public Property.

8.2 Department of Public Services – The Department of Public Services will be requiring tree protection on the Oak trees in the via while construction is occurring.

8.3 Fire Department – The Fire Department will be requiring a fire suppression system within the new enclosure.

8.4 Police Department – The Police Department has no concerns at this time.

8.5 Building Department – The Building Department has stated that the plans show a new exit door from the enclosure that will swing into the pedestrian passageway to the east. In accordance with Section 3202.2 of the Building Code, doors are not permitted to project into the public right-of-way. This door will need to be recessed into the enclosure.

9.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

(1) *The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.*

- The proposed renovation of the existing outdoor dining facility is not changing the footprint of the facility, and the proposed pergola provides for significant light access for its patrons with opportunities for air and access through the manipulation of the proposed roll down panels.

(2) *The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.*

- The existing outdoor dining facility is located within a 20 ft. via between two commercial buildings. The current footprint, which is not changing, maintains a roughly 6-foot walking path though the via, which also permits access to a door that exists on the west wall of the adjacent building. No other windows or doors are present on the adjacent façade.

(3) *The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.*

- The renovations proposed do not appear to hinder the reasonable development of adjoining property nor diminish the value thereof. The facility

is located on the public property that separates the adjacent properties and provides a reasonable separation between the two.

(4) *The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*

- The site plan will maintain the current pedestrian traffic patterns through the existing via, which is the only mode of traffic experienced by this area of the site. In terms of the alley in the rear of the building that experiences vehicular traffic, it will remain unchanged. In addition, should the comments from the Building Department be addressed adequately, the egress door will not pose an issue to pedestrian traffic through the via.

(5) *The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.*

- As noted above, Social Kitchen & Bar is considered a bistro, which is a type of food and drink establishment with sales of alcoholic beverages for on premise consumption. This type of use is permitted in Downtown Birmingham, and this establishment has been here since 2011. Prior to Social Kitchen & Bar, this building consisted of two separate tenant spaces, one of which was also a food and drink establishment. This development, along with the proposed renovations, will remain compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.

(6) *The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.*

- This property is not required to provide landscaped open space.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

(1) *The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.*

- The use as a bistro/food and drink establishment is consistent with and will promote the intent and purpose of this Zoning Ordinance.

(2) *The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.*

- Generally, this use will remain compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use. As a food and drink establishment, there may be issues related the capabilities of public infrastructure and affects to the natural environment through its connections to utilities, such as the presence of grease and increased water usage. However, these establishments are regularly inspected and are required to provide documentation on the handling of grease and other potentially harmful substances. Social Kitchen & Bar consistently passes their annual inspections.

(3) The use is consistent with the public health, safety and welfare of the city.

- This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, establishments engaged in the sale of alcoholic beverages for on premise consumption have the potential to place a burden on police and emergency services if consumption is not carefully monitored by the establishment. This issue is also reviewed annually by the City of Birmingham and Social Kitchen & Bar remains in good standing.

(4) *The use is in compliance with all other requirements of this Zoning Ordinance.*

- One design element of the outdoor dining facility in the proposed renovations do not meet the design requirements of Article 4, Section 4.44 (C)(3) of the Zoning Ordinance. Outdoor dining facilities are not permitted to contain enclosures, and the proposed roll down panels will create an enclosure.

(5) *The use will not be injurious to the surrounding neighborhood.*

- The existing use and renovated outdoor dining facility is not expected to be injurious to the surrounding neighborhood. The City has various codes/ordinances that would prevent certain types of nuisances that could emanate from a food and drink establishment from becoming injurious, such as site maintenance codes and noise ordinances.

(6) *The use is in compliance with state and federal statutes.*

- Top the best of our knowledge, the use is in compliance with state and federal statutes.

10.0 Recommendation

Based on a review of the site plan submitted and the approval criteria of Article 7, Sections 7.36 and 7.27, the Planning Department recommends that the Planning Board recommend **APPROVAL** of the Special Land Use Permit, Final Site Plan/Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

11.0 Sample Motion Language (*Special Land Use Permit Amendment*)

Motion to adopt the findings of the Planning Department in the report dated January 22, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and recommend **APPROVAL** to the City Commission the Special Land Use Permit application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

OR

Motion to **POSTPONE** the Special Land Use Permit for 225 E. Maple – Social Kitchen & Bar – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend for **DENIAL** to the City Commission the Special Land Use Permit for 225 E. Maple – Social Kitchen & Bar – for the following reasons:

1. _____
2. _____
3. _____

12.0 Sample Motion Language (*Final Site Plan & Design Review*)

Motion to adopt the findings of the Planning Department in the report dated January 22, 2025 related to the approval criteria outlined in Article 7, Section 7.27 of the Zoning Ordinance and recommend **APPROVAL** to the City Commission the Final Site Plan & Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review 225 E. Maple – Social Kitchen & Bar – pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to recommend for **DENIAL** to the City Commission the Final Site Plan & Design Review for 225 E. Maple – Social Kitchen & Bar – for the following reasons:

1. _____

2. _____
3. _____

CASE DESCRIPTION

225 E. Maple (25-04)

Hearing date: March 11, 2025

Appeal No. 25-04: The owner of the property known as **225 E Maple**, requests the following variances to replace a non-conforming outdoor dining facility with a new outdoor dining facility that contains enclosures:

A. Chapter 126, Article 4, Section 4.44(C)(3) of the Zoning Ordinance requires that outdoor dining facilities shall not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance. The proposed enclosure measures 723 square feet between three sides. Therefore, a variance of 723 square feet is requested.

B. Chapter 126, Article 9, Section 9.02 of the Zoning Ordinance defines Bistro as a restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining of no more than 65 people. The proposed outdoor dining facility contains 86 outdoor dining seats. Therefore, a variance of 21 outdoor dining seats is requested.

Staff Notes: The applicant is seeking variances to enable a significant renovation of a pre-existing legal nonconforming outdoor dining facility in Downtown Birmingham. Article 4, Section 4.44 (D)(2) of the Zoning Ordinance requires that at the time that a non-conforming outdoor dining facility is replaced, renovated, or otherwise changed, the facility must be brought into compliance with the requirements of the current applicable codes and ordinances. The current outdoor dining facility contains an enclosure system comprised of clear vinyl panels that may be raised/lowered as needed by the operator. Social Kitchen & Bar was established in 2010 with the current condition, and enclosure systems for outdoor dining facilities were formally prohibited by the City in 2018. The proposed renovated outdoor dining facility would not modify the footprint of the patio, but would reintroduce 723 sq. ft. of enclosure system that remains prohibited in the Outdoor Dining Standards of the Zoning Ordinance. In addition to containing an enclosure system, Social Kitchen & Bar currently contains a total of 86 outdoor dining seats, 30 on the rooftop and 56 on the at-grade patio that is proposed to be renovated. This condition is also considered a pre-existing legal nonconformity that was approved as a part of the original Special Land Use Permit. The Zoning Ordinance was updated in 2019 to cap outdoor dining seats at bistro establishments to 65, which has remained unchanged to date. Although the variance request was advertised as requesting a variance of 21 outdoor dining seats, the applicant has since reduced the request to a variance of 11 seats, which would result in a total outdoor dining seat count of 76.

On January 22, 2025 (Agenda – Minutes – Video), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit Amendment,

Final Site Plan & Design Review application for 225 E. Maple – Social Kitchen & Bar – subject to the following conditions:

1. The applicant must resubmit plans that do not contain enclosures as defined in Article 9, Section 9.02 of the Zoning Ordinance, or obtain a variance from the Board of Zoning Appeals;
2. The applicant must comply with the requests of all City Departments; and
3. The applicant understands that site plan approval shall be valid for a period of one year from the date it is granted. Upon request, the appropriate reviewing body may grant an extension of not in excess of one year to the applicant prior to the expiration date in accordance with Article 7, Section 7.28 of the Zoning Ordinance.

This property is zoned B4 (Business-Residential) and D4 (Downtown Overlay)

_____

Nick Dupuis,
Planning Director

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: April 16, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Wimbleton Phase 1 Project, Contract #6-25(W)
Hearing of Necessity for Paving Special Assessment District (SAD)

INTRODUCTION:
On October 28, 2024, the City Commission passed a resolution to design Wimbleton Phase 1 with concrete curb and gutters with cape seal treatment on the roadway. The 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. At the April 7, 2025, City Commission Meeting (Agenda – Video), due to the higher bid costs that came in for Phase 1, the City Commission directed the Engineering Department to request quotes from the three (3) bidders on the project to eliminate the curb and gutter and cape seal the road surface.

BACKGROUND:
Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead are currently gravel unimproved roads with cape seal treatment on top. On April 7, 2025, the estimated cost for 8 inches of aggregate base, cape seal treatment, new concrete curb and gutter, and driveway approaches was presented based on the bids received. The proposed road width was 26 feet with a reduction to 23 feet at local street intersections and sidewalk installation where none currently exist on Wimbleton from Woodward toward the east.

Since April 7, 2025, the Engineering Department received quotes for cape seal treatment only with no curb and gutter, and enclosed is the assessed cost per foot. Some driveway approaches require removal and replacement for utility work. The driveway approaches where the property owner's lateral is under the approach are included in the paving assessment. There are locations on the project where a section of approaches required removal and replacement due to the underground utility location and these are not included in the paving assessment.

At the April 7, 2025 meeting, the Commission discussed the possibility of combining Phases 1 and 2 of the Wimbleton project to potentially benefit from lower bid pricing through economies of scale. While this approach might reduce costs, Phase 2 design work has not yet begun and is expected to take 5-6 months to complete from the first meeting at Multi-Modal Transportation Board to issuing the project for bids. Meanwhile, material prices have risen significantly in recent

months due to ongoing volatility in global trade conditions. As a result, the entire project would have to be moved to the 2026 construction year in order to properly design and bid the entirety of Wimbleton Road between Woodward and Adams. Even if the project is delayed, there are no guarantees that the economies of scale sought would be achieved based on the volatility of the economic climate.

The City policy has been to defray the costs of cape seal treatment by creating a special assessment district (SAD) consisting of the properties that are uniquely benefitting from the improvements to the public property:

Cape Seal Costs:

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

Approach Costs:

- 100% property owner costs

The parcels within the project zone that are subject to paving special assessments are highlighted on the attached map. Appended to this report is a list of properties that are included in the Assessment District, along with the estimated construction costs to be assessed if the City Commission chooses to include concrete curb and gutter with cape seal treatment, or requires only cape seal treatment.

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. The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:
Revenue generated from the paving SAD for the Wimbleton Phase 1 project will defray the costs incurred by the City for the construction of these improvements. One hundred percent of the costs for paving within the ROW will be paid by the property owners. The cost can be paid back in either a lump sum or over up to a 10-year period with interest. The interest rate will be confirmed at the Confirmation of the Roll Hearing on May 5, 2025.

SUSTAINABILITY:
N/A

DESIGN CONSIDERATIONS:
Plans for the road to receive concrete curb and gutter with cape seal treatment were provided in the April 7, 2025, City Commission. If City Commission elects to go with cape seal treatment only, our Engineering Consultant will be updating the plans prior to the contract award.

PUBLIC COMMUNICATIONS:
The Clerk's Office distributed the notice of Hearing of Necessity. The Engineering Department sent a letter to all property owners explaining the scope of work with the notice. The Engineering Department also held a resident meeting on April 2, 2025.

SUMMARY:
The Engineering Department recommends that the City Commission declare the necessity of the project and approve a special assessment district for paving as part of the Wimbleton Phase 1 project either with curb and gutter or without. Should the Commission approve the special assessment district, a public hearing for Confirmation of the Roll should be set for the City Commission meeting on May 5, 2025.

ATTACHMENTS:
- Map of proposed SAD for paving
- Spreadsheet with estimated cost of paving with concrete curb and gutters and cape seal
- Spreadsheet with estimated cost of paving with cape seal, no curb and gutters
- Clerk's confirmation of the 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 paving on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end; and

WHEREAS, The City has previously established a policy requiring converting an unimproved road to an improved road; and

WHEREAS, The City Commission, after the public hearing, has determined that paving Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end, 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, Formal bids have been received and the actual cost of paving has been determined; and

WHEREAS, The City Engineer has determined the boundaries of paving located within the limits of the following streets shall be installed as part of the Wimbleton Phase 1 Project (Contract #6-25(W)):

Wimbleton Drive - Woodward Ave. to Oxford Road
Abbey Street - Wimbleton south to the dead end
Twin Oaks - Wimbleton north to the dead end

WHEREAS, The formula used in making the assessment for paving 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 cape seal treatment improvement, replacement of sidewalk ramps to meet ADA compliance, and for approaches is 100% of the contractor's charge for replacing the approach with concrete within the public right-of-way between the proposed curb and the property line (calculated at the rate of $171.20 per front footage for paving, $40.00 per square foot for reinstalled salvage brick pavers, $75.00 per square yard for removed concrete approach or asphalt approach and installed concrete approach).

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 of Confirmation on May 5, 2025 and give notice of same.

Paving – Concrete Curb with Cape Seal Treatment

Sidwell Number	Street Address	Estimated Total Paving SAD Costs
1925177022	999 TWIN OAKS LN	$5,999.49
1925177023	951 TWIN OAKS LN	$13,013.47
1925177024	187 WIMBLETON DR	$18,768.10
1925177025	175 WIMBLETON DR	$12,203.06
1925177026	165 WIMBLETON DR	$10,702.23
1925177027	155 WIMBLETON DR	$11,733.86
1925177028	139 WIMBLETON DR	$18,522.40
1925180003	176 WIMBLETON DR	$10,311.32
1925180004	144 WIMBLETON DR	$30,852.35
1925251022	175 ABBEY RD	$4,413.47
1925251023	147 ABBEY RD	$26,229.46
1925254008	205 WIMBLETON DR	$10,528.65
1925254011	287 WIMBLETON DR	$11,678.66
1925254012	323 WIMBLETON DR	$10,718.66
1925254013	341 WIMBLETON DR	$10,681.16
1925254014	355 WIMBLETON DR	$11,273.66
1925254015	379 WIMBLETON DR	$9,953.57
1925254016	421 WIMBLETON DR	$9,953.57
1925254017	463 WIMBLETON DR	$17,084.49
1925254019	245 WIMBLETON DR	$11,633.66
1925254020	269 WIMBLETON DR	$10,673.66
1925255006	519 WIMBLETON DR	$15,165.13
1925256001	129 ABBEY RD	$18,049.37

1925256002	111 ABBEY RD	$10,439.70
1925257001	202 WIMBLETON DR	$15,318.98
1925257002	244 WIMBLETON DR	$12,151.34
1925257003	266 WIMBLETON DR	$10,427.63
1925257004	282 WIMBLETON DR	$9,991.07
1925257005	322 WIMBLETON DR	$9,968.57
1925257008	380 WIMBLETON DR	$9,991.07
1925257012	498 WIMBLETON DR	$6,660.87
1925257018	460 WIMBLETON DR	$10,126.07
1925257019	420 WIMBLETON DR	$10,043.57
1925257020	444 WIMBLETON DR	$11,731.07
1925257023	340 WIMBLETON DR	$18,984.65
1925258001	520 WIMBLETON DR	$6,660.87
1925401001	N/A POPPLETON PARK	$22,426.88 *

* City Property – 100% of costs paid by the City

OR

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 paving on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end; and

WHEREAS, The City has previously established a policy requiring converting an unimproved road to an improved road; and

WHEREAS, The City Commission, after the public hearing, has determined that paving Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end, 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, Formal bids and quotes have been received and the actual cost of paving has been determined; and

WHEREAS, The City Engineer has determined the boundaries of paving located within the limits of the following streets shall be installed as part of the Wimbleton Phase 1 Project (Contract #6-25(W)):

Wimbleton Drive - Woodward Ave. to Oxford Road
Abbey Street - Wimbleton south to the dead end
Twin Oaks - Wimbleton north to the dead end

WHEREAS, The formula used in making the assessment for paving 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 cape seal treatment improvement, replacement of sidewalk ramps to meet ADA compliance, and for approaches is 100% of the contractor's charge for replacing the approach with concrete within the public right-of-way between the proposed curb and the property line if the lateral is located underneath the approach (calculated at the rate of $80.06 per front footage for paving, $75.00 per square yard for removed concrete approach and install concrete approach, $70.00 per square yard for remove asphalt approach and installed concrete approach).

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 of Confirmation on May 5, 2025 and give notice of same.

Paving – Cape Seal Treatment Only – No Curb and Gutter

Sidwell Number	Street Address	Estimated Total Paving SAD Costs
1925177022	999 TWIN OAKS LN	$1,706.65
1925177023	951 TWIN OAKS LN	$5,988.24
1925177024	187 WIMBLETON DR	$7,285.91
1925177025	175 WIMBLETON DR	$5,138.31
1925177026	165 WIMBLETON DR	$4,103.30
1925177027	155 WIMBLETON DR	$4,423.13
1925177028	139 WIMBLETON DR	$7,213.10
1925180003	176 WIMBLETON DR	$4,253.69
1925180004	144 WIMBLETON DR	$13,613.03
1925251022	175 ABBEY RD	$1,769.25
1925251023	147 ABBEY RD	$10,967.76
1925254008	205 WIMBLETON DR	$4,923.48
1925254011	287 WIMBLETON DR	$6,373.13
1925254012	323 WIMBLETON DR	$5,543.13
1925254013	341 WIMBLETON DR	$4,423.13
1925254014	355 WIMBLETON DR	$4,423.13
1925254015	379 WIMBLETON DR	$4,082.89
1925254016	421 WIMBLETON DR	$5,132.89
1925254017	463 WIMBLETON DR	$7,989.17
1925254019	245 WIMBLETON DR	$4,423.13
1925254020	269 WIMBLETON DR	$4,423.13
1925255006	519 WIMBLETON DR	$6,442.80
1925256001	129 ABBEY RD	$7,395.23

1925256002	111 ABBEY RD	$5,399.22
1925257001	202 WIMBLETON DR	$6,609.43
1925257002	244 WIMBLETON DR	$5,103.61
1925257003	266 WIMBLETON DR	$4,287.03
1925257004	282 WIMBLETON DR	$4,082.89
1925257005	322 WIMBLETON DR	$4,082.89
1925257008	380 WIMBLETON DR	$4,082.89
1925257012	498 WIMBLETON DR	$3,114.80
1925257018	460 WIMBLETON DR	$4,082.89
1925257019	420 WIMBLETON DR	$4,082.89
1925257020	444 WIMBLETON DR	$5,657.89
1925257023	340 WIMBLETON DR	$8,165.78
1925258001	520 WIMBLETON DR	$3,114.80
1925401001	N/A POPPLETON PARK	$10,487.42

* City Property – 100% of costs paid by the City



Limits of Projects

Properties Within Paving SAD


MATCH LINE
HENLEY ST
WIMBLETON DR
OXFORD ST
Poppleton Park
Limits of Projects
Properties Within Paving SAD

Sidwell Number	Street Address	Total Assessable Length (LFT)	Road SAD Costs	Approach SAD Costs	Total Paving SAD Costs
1925177022	999 TWIN OAKS LN	21.32	$3,649.59	$2,349.90	$5,999.49
1925177023	951 TWIN OAKS LN	74.80	$12,805.57	$207.90	$13,013.47
1925177024	187 WIMBLETON DR	91.01	$15,580.60	$3,187.50	$18,768.10
1925177025	175 WIMBLETON DR	64.18	$10,988.06	$1,215.00	$12,203.06
1925177026	165 WIMBLETON DR	51.26	$8,774.73	$1,927.50	$10,702.23
1925177027	155 WIMBLETON DR	55.25	$9,458.66	$2,275.20	$11,733.86
1925177028	139 WIMBLETON DR	90.10	$15,424.90	$3,097.50	$18,522.40
1925180003	176 WIMBLETON DR	53.13	$9,096.32	$1,215.00	$10,311.32
1925180004	144 WIMBLETON DR	170.04	$29,110.85	$1,741.50	$30,852.35
1925251022	175 ABBEY RD	22.10	$3,783.47	$630.00	$4,413.47
1925251023	147 ABBEY RD	137.00	$23,454.06	$2,775.40	$26,229.46
1925254008	205 WIMBLETON DR	61.50	$10,528.65	$-	$10,528.65
1925254011	287 WIMBLETON DR	55.25	$9,458.66	$2,220.00	$11,678.66
1925254012	323 WIMBLETON DR	55.25	$9,458.66	$1,260.00	$10,718.66
1925254013	341 WIMBLETON DR	55.25	$9,458.66	$1,222.50	$10,681.16
1925254014	355 WIMBLETON DR	55.25	$9,458.66	$1,815.00	$11,273.66
1925254015	379 WIMBLETON DR	51.00	$8,731.07	$1,222.50	$9,953.57
1925254016	421 WIMBLETON DR	51.00	$8,731.07	$1,222.50	$9,953.57
1925254017	463 WIMBLETON DR	99.79	$17,084.49	$-	$17,084.49
1925254019	245 WIMBLETON DR	55.25	$9,458.66	$2,175.00	$11,633.66
1925254020	269 WIMBLETON DR	55.25	$9,458.66	$1,215.00	$10,673.66
1925255006	519 WIMBLETON DR	80.48	$13,777.63	$1,387.50	$15,165.13
1925256001	129 ABBEY RD	92.38	$15,814.37	$2,235.00	$18,049.37
1925256002	111 ABBEY RD	56.95	$9,749.70	$690.00	$10,439.70

1925257001	202 WIMBLETON DR	82.56	$14,133.98	$1,185.00	$15,318.98
1925257002	244 WIMBLETON DR	63.75	$10,913.84	$1,237.50	$12,151.34
1925257003	266 WIMBLETON DR	53.55	$9,167.63	$1,260.00	$10,427.63
1925257004	282 WIMBLETON DR	51.00	$8,731.07	$1,260.00	$9,991.07
1925257005	322 WIMBLETON DR	51.00	$8,731.07	$1,237.50	$9,968.57
1925257008	380 WIMBLETON DR	51.00	$8,731.07	$1,260.00	$9,991.07
1925257012	498 WIMBLETON DR	38.91	$6,660.87	$-	$6,660.87
1925257018	460 WIMBLETON DR	51.00	$8,731.07	$1,395.00	$10,126.07
1925257019	420 WIMBLETON DR	51.00	$8,731.07	$1,312.50	$10,043.57
1925257020	444 WIMBLETON DR	51.00	$8,731.07	$3,000.00	$11,731.07
1925257023	340 WIMBLETON DR	102.00	$17,462.15	$1,522.50	$18,984.65
1925258001	520 WIMBLETON DR	38.91	$6,660.87	$-	$6,660.87
1925401001	N/A POPPLETON PARK	111.35	$22,426.88	$-	$22,426.88

Sidwell Number	Street Address	Total Assessable Length (LFT)	Road SAD Costs	Approach SAD Costs	Total Paving SAD Costs
1925177022	999 TWIN OAKS LN	21.32	$1,706.65	$-	$1,706.65
1925177023	951 TWIN OAKS LN	74.80	$5,988.24	$-	$5,988.24
1925177024	187 WIMBLETON DR	91.01	$7,285.91	$-	$7,285.91
1925177025	175 WIMBLETON DR	64.18	$5,138.31	$-	$5,138.31
1925177026	165 WIMBLETON DR	51.26	$4,103.30	$-	$4,103.30
1925177027	155 WIMBLETON DR	55.25	$4,423.13	$-	$4,423.13
1925177028	139 WIMBLETON DR	90.10	$7,213.10	$-	$7,213.10
1925180003	176 WIMBLETON DR	53.13	$4,253.69	$-	$4,253.69
1925180004	144 WIMBLETON DR	170.04	$13,613.03	$-	$13,613.03
1925251022	175 ABBEY RD	22.10	$1,769.25	$-	$1,769.25
1925251023	147 ABBEY RD	137.00	$10,967.76	$-	$10,967.76
1925254008	205 WIMBLETON DR	61.50	$4,923.48	$-	$4,923.48
1925254011	287 WIMBLETON DR	55.25	$4,423.13	$-	$6,373.13
1925254012	323 WIMBLETON DR	55.25	$4,423.13	$-	$5,543.13
1925254013	341 WIMBLETON DR	55.25	$4,423.13	$1,950.00	$4,423.13
1925254014	355 WIMBLETON DR	55.25	$4,423.13	$1,120.00	$4,423.13
1925254015	379 WIMBLETON DR	51.00	$4,082.89	$-	$4,082.89
1925254016	421 WIMBLETON DR	51.00	$4,082.89	$-	$5,132.89
1925254017	463 WIMBLETON DR	99.79	$7,989.17	$-	$7,989.17
1925254019	245 WIMBLETON DR	55.25	$4,423.13	$1,050.00	$4,423.13
1925254020	269 WIMBLETON DR	55.25	$4,423.13	$-	$4,423.13
1925255006	519 WIMBLETON DR	80.48	$6,442.80	$-	$6,442.80
1925256001	129 ABBEY RD	92.38	$7,395.23	$-	$7,395.23
1925256002	111 ABBEY RD	56.95	$4,559.22	$840.00	$5,399.22

1925257001	202 WIMBLETON DR	82.56	$6,609.43	$-	$6,609.43
1925257002	244 WIMBLETON DR	63.75	$5,103.61	$-	$5,103.61
1925257003	266 WIMBLETON DR	53.55	$4,287.03	$-	$4,287.03
1925257004	282 WIMBLETON DR	51.00	$4,082.89	$-	$4,082.89
1925257005	322 WIMBLETON DR	51.00	$4,082.89	$-	$4,082.89
1925257008	380 WIMBLETON DR	51.00	$4,082.89	$-	$4,082.89
1925257012	498 WIMBLETON DR	38.91	$3,114.80	$-	$3,114.80
1925257018	460 WIMBLETON DR	51.00	$4,082.89	$-	$4,082.89
1925257019	420 WIMBLETON DR	51.00	$4,082.89	$-	$4,082.89
1925257020	444 WIMBLETON DR	51.00	$4,082.89	$1,575.00	$5,657.89
1925257023	340 WIMBLETON DR	102.00	$8,165.78	$-	$8,165.78
1925258001	520 WIMBLETON DR	38.91	$3,114.80	$-	$3,114.80
1925401001	N/A POPPLETON PARK	111.35	$10,487.42	$-	$10,487.42

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: March 19, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Wimbleton Paving Project, Contract #6-25(W) - Paving Special Assessment District (SAD)

INTRODUCTION:
The public hearing notice process has been completed for Wimbleton Paving Project, Contract #6-25(W) - Paving Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 3/19/2025
Test Mail Return Date:
Publishing Dates in the Oakland Press: 3/23/2025 & 4/6/2025
Posted in www.bhamgov/publicnotices

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

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, April 7, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, April 21, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Wimbleton:

1925256002	111 ABBEY RD	1925257005	322 WIMBLETON DR
1925256001	129 ABBEY RD	1925254012	323 WIMBLETON DR
1925177028	139 WIMBLETON DR	1925257023	340 WIMBLETON DR
1925180004	144 WIMBLETON DR	1925254013	341 WIMBLETON DR
1925251023	147 ABBEY RD	1925254014	355 WIMBLETON DR
1925177027	155 WIMBLETON DR	1925254015	379 WIMBLETON DR
1925177026	165 WIMBLETON DR	1925257008	380 WIMBLETON DR
1925251022	175 ABBEY RD	1925257019	420 WIMBLETON DR
1925177025	175 WIMBLETON DR	1925254016	421 WIMBLETON DR
1925180003	176 WIMBLETON DR	1925257020	444 WIMBLETON DR
1925177024	187 WIMBLETON DR	1925257018	460 WIMBLETON DR
1925257001	202 WIMBLETON DR	1925254017	463 WIMBLETON DR
1925254008	205 WIMBLETON DR	1925257012	498 WIMBLETON DR
1925257002	244 WIMBLETON DR	1925255006	519 WIMBLETON DR
1925254019	245 WIMBLETON DR	1925258001	520 WIMBLETON DR
1925257003	266 WIMBLETON DR	1925177023	951 TWIN OAKS LN
1925254020	269 WIMBLETON DR	1925177022	999 TWIN OAKS LN
1925257004	282 WIMBLETON DR	1925401001	POPPLETON PARK
1925254011	287 WIMBLETON DR		

Nature of Improvement:	The City of Birmingham Wimbleton Project will start in the Spring of 2025. The project includes the replacement of the water main, sewer, and the streets will receive concrete curb and gutter with cape seal treatments. As part of the project, the City will disturb the unimproved streets and will construct concrete curb, gutter, and cape seal treatment. A Paving Special Assessment District (SAD) is created for the work being done. Enclosed is a map of properties included in the Paving SAD.
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 3/23/2025 & 4/6/2025
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 248.644.3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Parcel Identification Number	Postal Address	First Owner Name	POSTALCITY	POSTALSTAT	POSTALZIP5	PNUM	Postal City Postal State Postal Zip 5
1925254013	1109 EARL BLVD	MICHAEL DAVID MISCHLE	FERNDALE	MI	48220	08-19-25-254-013	FERNDALE, MI 48220
1925256002	111 ABBEY RD	FREDERICK J PHILLIPS	BIRMINGHAM	MI	48009	08-19-25-256-002	BIRMINGHAM, MI 48009
1925256001	129 ABBEY RD	JOHN J MCINERNEY JR	BIRMINGHAM	MI	48009	08-19-25-256-001	BIRMINGHAM, MI 48009
1925177028	139 WIMBLETON DR	CHRISTOPHER BIDLAKE	BIRMINGHAM	MI	48009	08-19-25-177-028	BIRMINGHAM, MI 48009
1925180004	144 WIMBLETON DR	SUSAN ANN HORNUNG	BIRMINGHAM	MI	48009	08-19-25-180-004	BIRMINGHAM, MI 48009
1925251023	147 ABBEY RD	CHARLES G MILLER III LVNG TRUST	BIRMINGHAM	MI	48009	08-19-25-251-023	BIRMINGHAM, MI 48009
1925177027	155 WIMBLETON DR	JACQUELINE L SPICER	BIRMINGHAM	MI	48009	08-19-25-177-027	BIRMINGHAM, MI 48009
1925177026	165 WIMBLETON DR	STEVEN L WICHLACZ	BIRMINGHAM	MI	48009	08-19-25-177-026	BIRMINGHAM, MI 48009
1925251022	175 ABBEY RD	JEFFREY W WILSON	BIRMINGHAM	MI	48009	08-19-25-251-022	BIRMINGHAM, MI 48009
1925177025	175 WIMBLETON DR	GEOFFREY D KAHN	BIRMINGHAM	MI	48009	08-19-25-177-025	BIRMINGHAM, MI 48009
1925180003	176 WIMBLETON DR	ANTHONY R ANSARA	BIRMINGHAM	MI	48009	08-19-25-180-003	BIRMINGHAM, MI 48009
1925177024	187 WIMBLETON DR	RYAN MCGUIRE	BIRMINGHAM	MI	48009	08-19-25-177-024	BIRMINGHAM, MI 48009
1925257001	202 WIMBLETON DR	JOHN FALLUCCA	BIRMINGHAM	MI	48009	08-19-25-257-001	BIRMINGHAM, MI 48009
1925254008	205 WIMBLETON DR	ELISA H ROOVERS	BIRMINGHAM	MI	48009	08-19-25-254-008	BIRMINGHAM, MI 48009
1925257002	244 WIMBLETON DR	TIMOTHY J DOYLE	BIRMINGHAM	MI	48009	08-19-25-257-002	BIRMINGHAM, MI 48009
1925254019	245 WIMBLETON DR	JARROD K ANTHONY	BIRMINGHAM	MI	48009	08-19-25-254-019	BIRMINGHAM, MI 48009
1925257003	266 WIMBLETON DR	DANIEL C KOWAL	BIRMINGHAM	MI	48009	08-19-25-257-003	BIRMINGHAM, MI 48009
1925254020	269 WIMBLETON DR	JORDAN INGRAM	BIRMINGHAM	MI	48009	08-19-25-254-020	BIRMINGHAM, MI 48009
1925257004	282 WIMBLETON DR	DANIEL J HILL	BIRMINGHAM	MI	48009	08-19-25-257-004	BIRMINGHAM, MI 48009
1925254011	287 WIMBLETON DR	VOSS REVOCABLE TRUST	BIRMINGHAM	MI	48009	08-19-25-254-011	BIRMINGHAM, MI 48009
1925257005	322 WIMBLETON DR	JULIANA MAMOU	BIRMINGHAM	MI	48009	08-19-25-257-005	BIRMINGHAM, MI 48009
1925254012	323 WIMBLETON DR	KENT L FAIRLESS	BIRMINGHAM	MI	48009	08-19-25-254-012	BIRMINGHAM, MI 48009
1925257023	340 WIMBLETON DR	PIETER E KRIEL	BIRMINGHAM	MI	48009	08-19-25-257-023	BIRMINGHAM, MI 48009
1925254014	355 WIMBLETON DR	ANNETTA P SARGENT LIVING TRUST	BIRMINGHAM	MI	48009	08-19-25-254-014	BIRMINGHAM, MI 48009
1925254015	379 WIMBLETON DR	DAVID E BREAUGH JR	BIRMINGHAM	MI	48009	08-19-25-254-015	BIRMINGHAM, MI 48009
1925257008	380 WIMBLETON DR	MARGARET A DESMOND	BIRMINGHAM	MI	48009	08-19-25-257-008	BIRMINGHAM, MI 48009
1925258001	401 S OLD WOODWARD AVE STE 470	BINGHAM WIMBLETON LLC	BIRMINGHAM	MI	48009	08-19-25-258-001	BIRMINGHAM, MI 48009
1925257019	420 WIMBLETON DR	PIERRE LOUIS GIRON REVOC LVG TRST	BIRMINGHAM	MI	48009	08-19-25-257-019	BIRMINGHAM, MI 48009
1925254016	421 WIMBLETON DR	SEAN CHRISTOPHER VAUGHAN	BIRMINGHAM	MI	48009	08-19-25-254-016	BIRMINGHAM, MI 48009
1925257020	444 WIMBLETON DR	DONAL S O'LEARY	BIRMINGHAM	MI	48009	08-19-25-257-020	BIRMINGHAM, MI 48009
1925257018	460 WIMBLETON DR	KEVIN PATRICK CLEARY	BIRMINGHAM	MI	48009	08-19-25-257-018	BIRMINGHAM, MI 48009
1925254017	463 WIMBLETON DR	BRYAN J UHL TRUST	BIRMINGHAM	MI	48009	08-19-25-254-017	BIRMINGHAM, MI 48009
1925257012	498 WIMBLETON DR	BRADFORD L COULTER	BIRMINGHAM	MI	48009	08-19-25-257-012	BIRMINGHAM, MI 48009
1925255006	519 WIMBLETON DR	TIMOTHY C BRADLEY TRUST	BIRMINGHAM	MI	48009	08-19-25-255-006	BIRMINGHAM, MI 48009
1925177023	951 TWIN OAKS LN	PERISH A LAVOISNE	BIRMINGHAM	MI	48009	08-19-25-177-023	BIRMINGHAM, MI 48009
1925177022	999 TWIN OAKS LN	JEFFREY SLATKIN	BIRMINGHAM	MI	48009	08-19-25-177-022	BIRMINGHAM, MI 48009
	151 MARTIN STREET	CITY OF BIRMINGHAM					BIRMINGHAM, MI 48009

BIRMINGHAM
A WALKABLE CITY

March 18, 2025

TO: parcel #
NAME
ADDRESS
CITY/STATE/ZIP

Re: Wimbleton Paving Project, Contract #6-25(W)
Paving Special Assessment District (SAD)

To whom it may concern,

The City of Birmingham Wimbleton Project will start in the Spring of 2025. The project includes the replacement of the water main, sewer, and the streets will receive concrete curb and gutter with cape seal treatments.

As part of the project, the City will disturb the unimproved streets and will construct concrete curb, gutter, and cape seal treatment. A Paving Special Assessment District (SAD) is created for the work being done. Enclosed is a map of properties included in the Paving SAD.

With this letter, you are receiving notifications for two public hearings for the Paving Special Assessment District (SAD):

- The Public Hearing of the Necessity to form a Special Assessment District for the road project meeting the requirements as part of the Wimbleton Phase 1 Project is **Monday, April 7, 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 April 7 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, April 21, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.

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

- 85% of the short-foot costs for improvement are assessed on all properties fronting on the improvement.
- 25% of the long-foot costs for improvement are assessed on all residential properties siding on the improvement.
- 85% of the long-foot costs for improvement are assessed on improved business properties siding on the improvement.
- 25% of the long-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% of short footage and long 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 short footage measurement, and/or 25% or 85% for the long footage measurement.

After the work is completed, an invoice will be generated and sent to the property owner of record for the public improvements. Payment in full will be expected 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 10 annual payments. An annual interest charge on the remaining balance, currently about 8.50 percent, will apply. Official estimates of road installation will be provided at the Hearing of Necessity.

The Engineering Department will have a resident meeting on **Wednesday April 2, 2025, from 5:30 p.m. – 6:30 p.m.** at City Hall in the City Commission room to discuss the project and answer any questions about the SAD process and construction.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You will have the opportunity to ask questions and speak directly to the City Commission at the Public Hearing of Necessity and at the Confirmation of the Roll.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer

Funds Report				
	Available:	$7,522.61	PBP Account Number:	35884980
	Used:	$82,263.39	Indicia Number:	0008029208
	Total Pieces:	110175	Meter Number:	8029208
	Control Sum:	$89,786.00	Meter Name:	
	Resettable Piece Count:	37	Printed:	MAR 19 2025 3:15 PM
	Piece Count Value:	$25.53		

Faith calendar

The following is a list of in-person and online worship services and events happening at churches and synagogues in the Oakland County area. Visit websites or call for service times and events.

- Abiding Presence Lutheran Church, 1550 Walton Blvd., Rochester Hills, 248-651-6550, abidingpresence.org. Sunday worship services are at 9:30 a.m., virtual services are available on the website.
- Adat Shalom Synagogue, 29901 Middlebelt Road, Farmington Hills, in-person and online services via Zoom. To view daily Minyan video conferences; email Executive Director Michael Wolf at mwolf@adatshalom.org or visit adatshalom.org, 248-851-5100.
- All Saints' Episcopal, 171 W. Pike St., Pontiac, allsaintspontiac.org, 248-334-4571, rector@allsaintspontiac.org.
- The Apostolic Church of Christ, 3655 N. Squirrel Road, Auburn Hills, theapostolicchurch.com, 248-373-4500, Sunday worship services at 11 a.m.
- Archdiocese of Detroit, livestream Mass times, aod.org/livemasses.
- Auburn Hills Christian Center, 2592 Walton Blvd., Auburn Hills, Sunday worship services at 10:30 a.m., Servicio Evangelistico services (in Spanish) at 2-4 p.m. Sundays, 248-373-7139, www.myahcc.org.
- Beacon Unitarian Universalist Congregation, Troy, in-person and online services at 10:30 a.m. Sundays, beaconcongregation.org, admin@beaconcongregation.org.
- Beautiful Savior Lutheran Church, 5631 N. Adams Road, Bloomfield Hills, livestream services at 9 a.m. Sundays, and in person at 9 a.m. and 11:15 a.m. at bslcmi.org, facebook/bslcmi, 248-646-5041.
- Berea Family Tabernacle of Faith, Pontiac, Sunday worship services are at 11 a.m., experienceberea.org, 248-338-4748.
- Berkley First United Methodist Church, 2820 12 Mile Road, Berkley, worship services are 10 a.m. Sundays in person and online at www.berkleyfirst.org.
- Bharatiya Temple, 6850 N Adams Road, Troy, www.bharatiya-temple.org, 248-879-2552.
- Big Beaver United Methodist Church, 3753 John R Road, Troy, worship services at 10 a.m. Sundays, http://bbumchurch.org.
- Birmingham First United Methodist Church, 1589 W Maple Road, Birmingham, www.fumcbirmingham.org. Sunday worship services in person and online are at 9:30 a.m., and in-person only services at 11 a.m.
- Birmingham Unitarian Church, 38651 Woodward Ave., Bloomfield Hills, in-person and online worship services, 10:30 a.m. Sundays, bucmi.org, 248-647-2380.
- Bridge Community Church, 5700 Rochester Road, Troy, in-person and online worship services, 10 a.m. Sundays, bridgecommunitychurch.com/live, 248-879-9500.
- Bridgewood Church, 6765 Rattalee Lake Road, Clarkston, 248-625-1344, www.

Online: Complete list available at **THEOAKLANDPRESS.COM**.

FAITH » PAGE 5

GARDENING

Consider planting an extra row for the hungry in your garden this spring

By Jessica Damiano
The Associated Press

If you're gearing up to plant fruits, vegetables or herbs this spring, why not grow some extra to donate to your local soup kitchen or pantry?

The national Plant a Row for the Hungry campaign, launched in 1995, has been encouraging home and community gardeners to do just that every year to help feed neighbors in need of fresh food.

The program was spearheaded in 1995 by Anchorage Daily News garden columnist Jeff Lowenfels, who wrote a column encouraging his readers to plant extra crops and donate their harvests.

After seeing the impact that his column had on local food donations, Lowenfels partnered with GardenComm International, then known as Garden Writers of America, to enlist garden columnists all over the country to promote the cause in their own communities. Since then, more than 20 million pounds of produce, providing more than 80 million meals, have been donated through the campaign by home gardeners.

"All of this has been achieved without government subsidy or bureaucratic red tape — just people helping people," according to organizers on the campaign's website. And there's no big advertising campaign, either — just garden columnists and their readers spreading the word.

If everyone reading this column planted one extra row and donated its harvest, together we could have an impact on hunger.

So what do you say?

To participate, plant an extra row or container (or, if you're short on space or resources, even just one additional plant) and donate its harvest to your local food pantry, soup kitchen, house of worship or informally to a neighbor who could use it.

If you'd like to help even more, consider starting your own Plant a Row campaign with friends, neighbors or co-workers and plant individually or at the office, in a community garden, school garden, prison garden — whatever garden you have at your disposal.

If you need help getting started, GardenComm.org has posted steps for running your own campaign and a listing of existing campaigns to join in your state and town.

But it's not necessary to join a group. To find food drop-off sites near you, visit AmpleHarvest.org and plug in your zip code.

Before dropping off food, call the organization to confirm they accept perishables (soup kitchens are generally more likely to have the refrigeration necessary for storage than pantries or food banks, but there may be exceptions).

Neck

FROM PAGE 1

you not to bend your neck.

To alleviate pain, he recommends these actions:

- Take a break from using the device and try to straighten your neck, gently moving it from side to side to loosen the muscle
- Work with a physical therapist on postural awareness and a customized ergonomic set up of your work station and tech use.
- Do regular neck stretches
- Do postural and neck strengthening exercises
- Work with a physical therapist who may do manual therapy including soft tissue massage
- If neck pain is severe or persists, seek out a medical professional.

Eating

FROM PAGE 1

ratio of protein is easier to digest, said Krista Austin, a physiologist in Colorado Springs, Colo.

Austin said if it will be an hour or longer before you can have a full meal, it's better to have a high-protein snack in the meantime to help curb your appetite. The reason has little to do with muscle recovery or nutrient absorption: Rather, people who are too hungry make poor dietary choices.

"A lot of people get very hungry about an hour after exercise, and you don't want to do that," said Austin, author of "Performance Nutrition: Applying the Science of Nutrient Timing." "You want to catch it early, or you go and overeat."

But it's another myth that you need to grab a protein shake within minutes of finishing to build the biggest muscles, Langer said.

Many exercise enthusiasts point to what's known as an anabolic window of about an hour within exercising that the body is primed to repair muscle. For the average person, you have a much longer window, and nutrient timing is less important than making sure you consume some protein at every meal, Langer said. The body needs a continuous supply of amino acids like protein for muscle repair and maintenance, she said, which means about 25 to 30 grams at every meal, depending on various factors.

"Prioritizing that will help with goals, either muscle building, satiety, weight loss, all of that," Langer said.

How about eating during exercise?

Most people who are eating enough throughout the day don't need anything during a workout. Langer and Austin said the threshold is about an hour of intense exercise. Longer than that — say you're training for a marathon — and you can benefit from a carb-rich snack in the middle.

Instead of focusing on when to eat, Austin said to focus on what and how much. She cautioned against overcomplicating the topic and recommended following the USDA's My Plate recommendations for a balanced diet.

"The biggest thing we need to teach people is that nutrition is simple," she said. "Maybe you need to stop focusing on the concept of nutrient timing and just make sure that you're consistently eating throughout the day and focus on health."wellness, food and travel.

Find his work at https://www.albertstumm.com



ASSOCIATED PRESS FILE PHOTO

A jogger is silhouetted while running on a jetty at sunrise over the Atlantic Ocean in Bal Harbour, Fla., on Sept. 19, 2020.



THE CANADIAN PRESS VIA AP, FILE

A man jogs through a park in Montreal on Jan. 8, 2025.

NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, April 7, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, April 21, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Wimbleton: 1925256002 111 ABBEY RD; 1925256001 129 ABBEY RD; 1925177028 139 WIMBLETON DR; 1925180004 144 WIMBLETON DR; 1925251023 147 ABBEY RD; 1925177027 155 WIMBLETON DR; 1925177026 165 WIMBLETON DR; 1925251022 175 ABBEY RD; 1925177025 175 WIMBLETON DR; 1925180003 176 WIMBLETON DR; 1925177024 187 WIMBLETON DR; 1925257001 202 WIMBLETON DR; 1925254008 205 WIMBLETON DR; 1925257002 244 WIMBLETON DR; 1925254019 245 WIMBLETON DR; 1925257003 266 WIMBLETON DR; 1925254020 269 WIMBLETON DR; 1925257004 282 WIMBLETON DR; 1925254011 287 WIMBLETON DR; 1925257005 322 WIMBLETON DR; 1925254012 323 WIMBLETON DR; 1925257023 340 WIMBLETON DR; 1925254013 341 WIMBLETON DR; 1925254014 355 WIMBLETON DR; 1925254015 379 WIMBLETON DR; 1925257008 380 WIMBLETON DR; 1925257019 420 WIMBLETON DR; 1925254016 421 WIMBLETON DR; 1925257020 444 WIMBLETON DR; 1925257018 460 WIMBLETON DR; 1925254017 463 WIMBLETON DR; 1925257012 498 WIMBLETON DR; 1925255006 519 WIMBLETON DR; 1925258001 520 WIMBLETON DR; 1925177023 951 TWIN OAKS LN; 1925177022 999 TWIN OAKS LN; 1925401001 POPPLETON PARK
Nature of Improvement:	The City of Birmingham Wimbleton Project will start in the Spring of 2025. The project includes the replacement of the water main, sewer, and the streets will receive concrete curb and gutter with cape seal treatments. As part of the project, the City will disturb the unimproved streets and will construct concrete curb, gutter, and cape seal treatment. A Paving Special Assessment District (SAD) is created for the work being done. Enclosed is a map of properties included in the Paving SAD.
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 3/23/2025 & 4/6/2025
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 248.644.3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

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Wimbleton Phase 1 Project

Hearing of Necessity for Paving Special Assessment District (SAD)

Engineering Department

Date: April 21, 2025

7C

Wimbleton Phase 1 Project
Paving Special Assessment District

➢Overview

- The necessity for the paving project was presented on April 7, 2025 and the MMTB recommended cape seal treatment with curb and gutter
- Due to the high cost of the bids received, the City Commission directed City Staff to solicit revised quotes from the three (3) bidders on the project to cape seal the road without curb and gutter

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Wimbleton Phase 1 Project
Paving Special Assessment District

- Policy
  - Maintenance on Unimproved Roads
    - First Special Assessment District for "dustproofing": 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.

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Wimbleton Phase 1 Project
Paving Special Assessment District

- Paving Costs for Cape Seal Treatment on Wimbleton Phase 1 Project:
  - 85% of short-foot costs for all property fronting the improvement;
  - 25% of long-foot costs for all residential property siding the improvement;
- Approach Costs on Wimbleton Phase 1 Project:
  - 100% of costs paid by adjacent property owner if the lateral is located underneath the approach

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Wimbleton Phase 1 Project
Paving Special Assessment District

- SAD Concrete Curb and Gutter with Cape Seal:
  - Received bids for project on March 12, 2025
  - Paving costs: $171.20 per front footage
  - Approach costs:
    - Reinstall salvage brick pavers: $40.00 per square foot
    - Remove concrete approach and install concrete approach: $75.00 per square yard
    - Remove asphalt approach and install concrete approach: $75.00 per square yard

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Wimbleton Phase 1 Project
Paving Special Assessment District

- SAD for Cape Seal Only:
  - Received quotes on April 14, 2025
  - Paving costs: $80.06 per front footage
    - $67.40 + $12.66 in contingencies for poor soil conditions/undercuts
  - Approach costs:
    - Remove concrete approach and install concrete approach: $75.00 per square yard
    - Remove asphalt approach and install concrete approach: $70.00 per square yard

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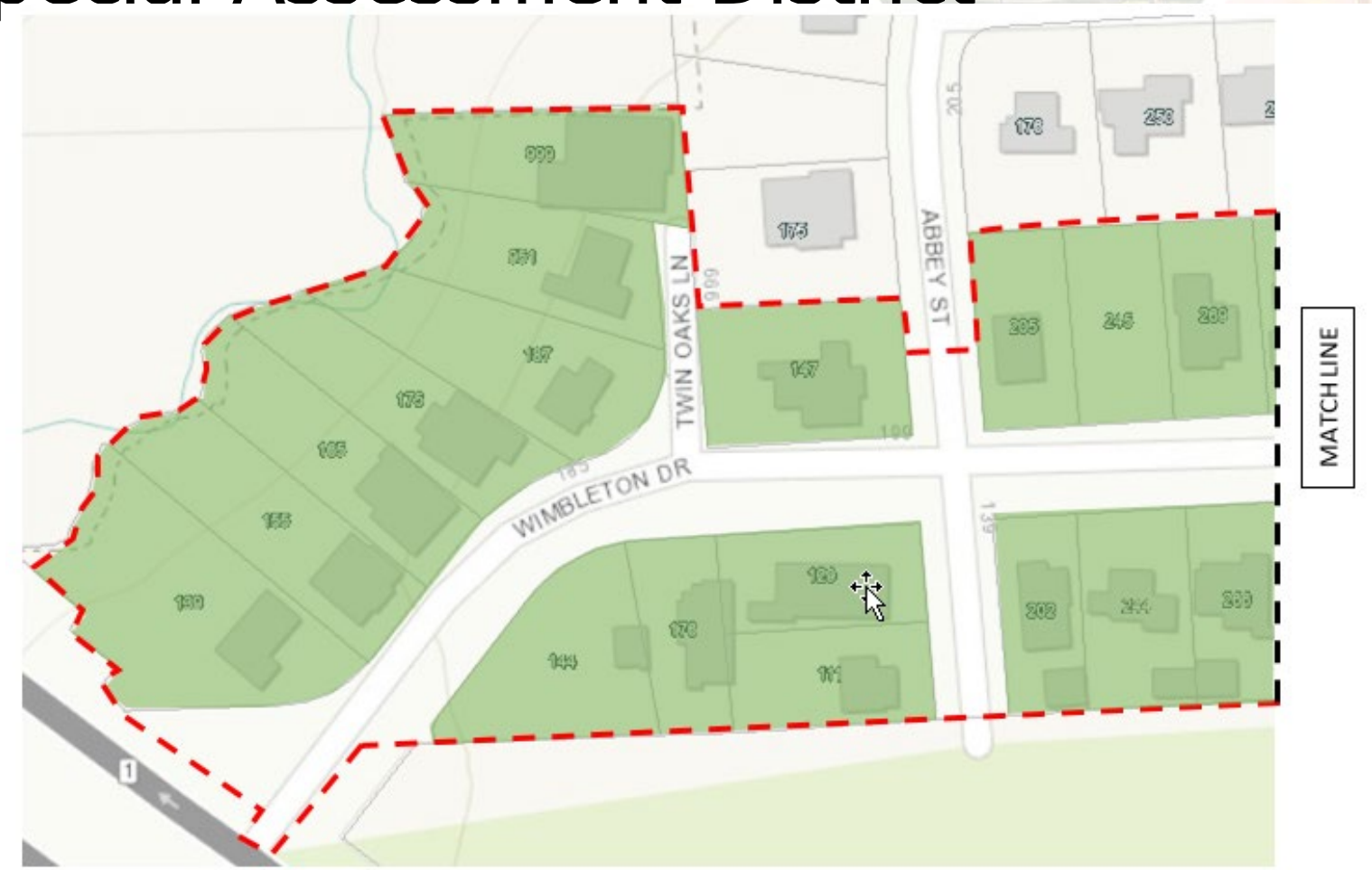
Wimbleton Phase 1 Project
Paving Special Assessment District



Paving SAD Project Limits

Wimbleton Phase 1 Project
Paving Special Assessment District



Paving SAD Project Limits

Wimbleton Phase 1 Project
Paving Special Assessment District

➢PROPERTIES LOCATED IN PAVING SAD:

Sidwell Number	Street Address
1925177022	999 TWIN OAKS LN
1925177023	951 TWIN OAKS LN
1925177024	187 WIMBLETON DR
1925177025	175 WIMBLETON DR
1925177026	165 WIMBLETON DR
1925177027	155 WIMBLETON DR
1925177028	139 WIMBLETON DR
1925180003	176 WIMBLETON DR
1925180004	144 WIMBLETON DR
1925251022	175 ABBEY RD
1925251023	147 ABBEY RD
1925254008	205 WIMBLETON DR
1925254011	287 WIMBLETON DR

Sidwell Number	Street Address
1925254012	323 WIMBLETON DR
1925254013	341 WIMBLETON DR
1925254014	355 WIMBLETON DR
1925254015	379 WIMBLETON DR
1925254016	421 WIMBLETON DR
1925254017	463 WIMBLETON DR
1925254019	245 WIMBLETON DR
1925254020	269 WIMBLETON DR
1925255006	519 WIMBLETON DR
1925256001	129 ABBEY RD
1925256002	111 ABBEY RD
1925257001	202 WIMBLETON DR

Sidwell Number	Street Address
1925257002	244 WIMBLETON DR
1925257003	266 WIMBLETON DR
1925257004	282 WIMBLETON DR
1925257005	322 WIMBLETON DR
1925257008	380 WIMBLETON DR
1925257012	498 WIMBLETON DR
1925257018	460 WIMBLETON DR
1925257019	420 WIMBLETON DR
1925257020	444 WIMBLETON DR
1925257023	340 WIMBLETON DR
1925258001	520 WIMBLETON DR
1925401001	N/A POPPLETON PARK

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Wimbleton Phase 1 Project Paving Special Assessment District

- Summary
  - The MMTB and the Engineering Department recommend the City Commission declare a necessity and approve the SAD for Wimbleton Phase 1 Project for paving
  - Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on May 5, 2025
  - First suggested motion: Concrete curb with cape seal treatment
  - Second suggested motion: Cape seal treatment

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MEMORANDUM

Treasury

DATE: April 11, 2025

TO: Jana L. Ecker, City Manager

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

SUBJECT: Confirmation of SAD Roll 914 Wimbleton Phase 1 Project - Sewer and Water Laterals

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INTRODUCTION:
A Public Hearing of Confirmation of the Special Assessment Roll for the Wimbleton Phase 1 Project – Sewer and Water Laterals is being held on April 21, 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 April 7, 2025, the City Commission determined the necessity of the Wimbleton Phase 1 Project – Sewer and Water Laterals and a Hearing of Confirmation of the Special Assessment Roll was set for April 21, 2025.

LEGAL REVIEW:
The City Attorney has reviewed the suggested resolution for compliance with 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 $149,850.00. 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 ten (10) years to pay the special assessment.

SUSTAINABILITY:
This project will install a portion of a separated storm sewer that will drain north of Wimbleton to the Rouge River.

DESIGN CONSIDERATIONS:
Per the motion by the City Commission at the October 28, 2024 meeting, this project will receive concrete curb and gutter with cape seal treatment of the road surfaces within the project area, and the installation of sidewalk sections where none exist on Wimbleton.

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 914 and further confirm the roll as attached to this report.

ATTACHMENTS:
- Proposed Special Assessment Roll
- Memorandum: Hearing of Necessity for Wimbleton Phase 1 Project – Sewer and Water Laterals

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution confirming Special Assessment Roll 914 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 914, 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 04-07-25 provided it would meet this 21st day of April, 2025 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this April 21, 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. 914 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 ten (10) 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.

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1925251022	175 ABBEY RD	$3,500.00	-
1925255006	519 WIMBLETON DR	$3,100.00	-
1925256002	111 ABBEY RD	$2,400.00	-
1925177022	999 TWIN OAKS LN	$1,900.00	$0.00 *
1925177023	951 TWIN OAKS LN	$1,000.00	$0.00 *
1925177024	187 WIMBLETON DR	-	-
1925177025	175 WIMBLETON DR	$3,450.00	$4,230.00
1925177026	165 WIMBLETON DR	$3,500.00	$4,140.00
1925177027	155 WIMBLETON DR	$2,800.00	$0.00 *
1925177028	139 WIMBLETON DR	$3,600.00	$5,760.00
1925180003	176 WIMBLETON DR	$2,700.00	-
1925180004	144 WIMBLETON DR	$3,500.00	-
1925251023	147 ABBEY RD	$2,400.00	-
1925254008	205 WIMBLETON DR	$3,100.00	$1,890.00
1925254011	287 WIMBLETON DR	$3,100.00	$1,890.00
1925254012	323 WIMBLETON DR	$3,100.00	$1,890.00
1925254013	341 WIMBLETON DR	$3,100.00	$1,890.00
1925254014	355 WIMBLETON DR	$3,100.00	$1,890.00
1925254015	379 WIMBLETON DR	$3,100.00	$1,890.00
1925254016	421 WIMBLETON DR	$3,100.00	-
1925254017	463 WIMBLETON DR	$3,100.00	-
1925254019	245 WIMBLETON DR	-	-
1925254020	269 WIMBLETON DR	$3,100.00	-
1925256001	129 ABBEY RD	$2,400.00	-
1925257001	202 WIMBLETON DR	-	-
1925257002	244 WIMBLETON DR	$3,000.00	-
1925257003	266 WIMBLETON DR	$3,000.00	-
1925257004	282 WIMBLETON DR	$3,000.00	$3,600.00
1925257005	322 WIMBLETON DR	$3,000.00	$3,600.00
1925257008	380 WIMBLETON DR	$3,000.00	$3,600.00
1925257012	498 WIMBLETON DR	$3,000.00	$3,600.00
1925257018	460 WIMBLETON DR	$3,000.00	-
1925257019	420 WIMBLETON DR	$6,000.00	-
1925257020	444 WIMBLETON DR	$3,000.00	-
1925257023	340 WIMBLETON DR	$3,000.00	-

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1925401001	N/A POPPLETON PARK	-	-
1925255007	541 WIMBLETON DR	$3,800.00	$2,430.00
1925258001	520 WIMBLETON DR	$3,000.00	$3,600.00
		$103,950.00	$45,900.00

* Records indicate Lead Water Service, Zero Costs per State of Michigan

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MEMORANDUM

Engineering Department

DATE: April 7, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Wimbleton Phase 1 Project, Contract #6-25(W)
Hearing of Necessity for Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:
Several water and sewer laterals will be replaced as part of the Engineering Department's planned project for the sewer and water main improvements on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end. The City intends to replace private sewer and water laterals that do not meet "useful life" criteria within the City's right-of-way (ROW) in an effort to protect public investments.

BACKGROUND:
At the October 28, 2024, City Commission Meeting (Agenda – Video), a resolution was approved for the Wimbleton Phase 1 Project to receive water main replacement, sewer improvements and concrete curb and gutter with cape seal treatment of the road surfaces within the project area, and to install sidewalk sections where none exist on Wimbleton.

The existing 6" water main was originally installed on Abbey Street in 1925 and on Wimbleton Drive in 1927. There is an existing 2" water main on Twin Oaks but the date is unknown. The new water main on Wimbleton Drive will be 12". Abbey Street and Twin Oaks will recieve an 8" water main.

Wimbleton Drive has both sanitary sewer and combined sewer ranging from 8" to 12" in size which were originally installed in 1926. Also, the Oakland County Water Resource Commission (OCWRC) has a 42" sewer from Woodward Ave to Abbey. Abbey Street has an 8" sanitary sewer that was installed in 1926. Twin Oaks Street also has an 8" sanitary sewer with an unknown installation date. The City will be replacing the existing sanitary sewer and installing a new storm sewer and draining it directly to the Rouge River which is located north of Wimbleton Drive and east of Woodward Ave.

In accordance with the current City policy established to protect the public investment being made with capital improvement projects in the public roadway, the following is proposed:

- Replacement of all sewer laterals that are 50 years of age or older, are less than 6" diameter, or are constructed of unsuitable material. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC.
- Replacement of all water services that are 60 years of age or older, are less than one inch in diameter, or are constructed of unsuitable material. All unsuitable water services will be replaced with a new 1-inch diameter service, or be replaced to match the existing diameter if greater than 1 inch.

The lengths of sewer and/or water laterals replacement will be within the road right-of-way. The parcels within the project zone that are subject to sewer and water lateral special assessment are highlighted on the attached map. Appended to this report is a list of properties that are included in the Assessment district, along with the estimated construction costs to be assessed.

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. The City Attorney has no objections.

FISCAL IMPACT:
Revenue generated from the water and sewer lateral SAD for the Wimbleton Phase 1 project will defray the costs incurred by the City for the construction of these improvements. One hundred percent of the costs for laterals within the ROW will be paid by the property owners. The cost can be paid in either a lump sum or over up to a 10-year period with interest. The interest rate will be confirmed at the Confirmation of Roll Hearing.

SUSTAINABILITY:
This project will install a portion of a separated storm sewer that will drain north of Wimbleton to the Rouge River.

DESIGN CONSIDERATIONS:
Per the motion by the City Commission at the October 28, 2024 meeting, this project will receive concrete curb and gutter with cape seal treatment of the road surfaces within the project area, and the installation of sidewalk sections where none exist on Wimbleton.

PUBLIC COMMUNICATIONS:
The Clerk's Office distributed the notice of Hearing of Necessity. The Engineering Department sent a letter to all property owners explaining the scope of work with the notice. The Engineering Department also held a resident meeting on April 2, 2025.

SUMMARY:
The Engineering Department recommends that the City Commission declare necessity and approve a special assessment district for sewer and water laterals as part of the Wimbleton Phase 1 project. Should the Commission approve the special assessment district, a public hearing for Confirmation of the Roll should be set for the City Commission meeting on April 21, 2025.

ATTACHMENTS:
- Map of proposed special assessment district of sewer and water lateral replacement
- Wimbleton Phase 1 project plans

- Spreadsheet with estimated cost of lateral replacement
- Clerk's confirmation of the 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 replacing sewer services 50 years of age or older or constructed of material that is not acceptable for City standards and replacing water services that are 60 years or older or less than 1 inch in diameter on Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end; and

WHEREAS, The City has previously established a policy requiring replacement of sewer services 50 years of age or older or constructed of materials that are not acceptable for City standards and water services less than 1 inch in diameter and the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission, after the public hearing, has determined that the Wimbleton Phase 1 Project, the replacement of sewer services that are 50 years of age or older or of material that is not acceptable for City standards, the replacement of water services that are 60 years or older or less than 1 inch in diameter, is a necessity and is in the best interest of the City; and

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

WHEREAS, Formal bids have been received and the actual cost of sewer service and water service replacement has been determined; and

WHEREAS, The City Engineer has determined the boundaries of sewer service lateral and water service laterals located within the limits of the following streets shall be installed as part of the Wimbleton Phase 1 Project (Contract #6-25(W)):

Wimbleton Drive - Woodward Ave. to Oxford Road
Abbey Street - Wimbleton south to the dead end
Twin Oaks - Wimbleton north to the dead end

WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for replacing the lateral service that is 50 years of age or older or constructed of materials that are not acceptable and water service that is 60 years of age or older or less than 1 inch in diameter within the public right-of-way between the utility and the property line (calculated at the rate of $100.00 per foot of 6" diameter sewer service pipe, $90.00 per foot of 1-inch water service pipe).

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 and 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 of Confirmation on April 21, 2025 and give notice of same.

Sewer and/or Water Lateral

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1925251022	175 ABBEY RD	$3,500.00	-
1925255006	519 WIMBLETON DR	$3,100.00	-
1925256002	111 ABBEY RD	$2,400.00	-
1925177022	999 TWIN OAKS LN	$1,900.00	$0.00 *
1925177023	951 TWIN OAKS LN	$1,000.00	$0.00 *
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1925177025	175 WIMBLETON DR	$3,450.00	$4,230.00
1925177026	165 WIMBLETON DR	$3,500.00	$4,140.00
1925177027	155 WIMBLETON DR	$2,800.00	$0.00 *
1925177028	139 WIMBLETON DR	$3,600.00	$5,760.00
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1925180004	144 WIMBLETON DR	$3,500.00	-
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1925254013	341 WIMBLETON DR	$3,100.00	$1,890.00
1925254014	355 WIMBLETON DR	$3,100.00	$1,890.00
1925254015	379 WIMBLETON DR	$3,100.00	$1,890.00
1925254016	421 WIMBLETON DR	$3,100.00	-
1925254017	463 WIMBLETON DR	$3,100.00	-
1925254019	245 WIMBLETON DR	-	-
1925254020	269 WIMBLETON DR	$3,100.00	-
1925256001	129 ABBEY RD	$2,400.00	-
1925257001	202 WIMBLETON DR	-	-
1925257002	244 WIMBLETON DR	$3,000.00	-
1925257003	266 WIMBLETON DR	$3,000.00	-
1925257004	282 WIMBLETON DR	$3,000.00	$3,600.00
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1925257020	444 WIMBLETON DR	$3,000.00	-
1925257023	340 WIMBLETON DR	$3,000.00	-

1925401001	N/A POPPLETON PARK	-	-
1925255007	541 WIMBLETON DR	$3,800.00	$2,430.00
1925258001	520 WIMBLETON DR	$3,000.00	$3,600.00

* Records indicate Lead Water Service, Zero Costs per State of Michigan

Wimbleton Drive Project Area



Limits of Projects

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD

Wimbleton Drive Project Area



Limits of Projects

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD

8A

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ENGINEERING DEPARTMENT

WIMBLETON DRIVE PAVING PROJECT
CONTRACT #6-25(W)

SHEET INDEX

COVER SHEET (WIMBLETON DRIVE PAVING PROJECT)
C01 Utility Plan - Wimbleton Drive - P.O.B. to Sta. 4+50
C02 Utility Plan - Wimbleton Drive - Sta. 4+50 to 9+00
C03 Utility Plan - Wimbleton Drive - Sta. 9+00 to 13+00
C04 Utility Plan - Wimbleton Drive - Sta. 13+00 to P.O.E.
C05 Utility Plan - Twin Oaks Lane - P.O.B. to P.O.E.
C06 Utility Plan - Abbey Street - P.O.B. to P.O.E.
C07 Watermain Hydrant Profiles
C08 Sewer Profiles (1 of 2)
C09 Sewer Profiles (2 of 2)
C10 Utility Service Plan - P.O.B. to Sta. 9+00
C11 Utility Service Plan - Sta. 9+00 to P.O.E.
C12 Utility Service Plan - Twin Oaks Lane & Abbey Street
C13 Paving and Grading - Wimbleton - P.O.B. to Sta. 4+50
C14 Paving and Grading - Wimbleton - Sta. 4+50 to Sta. 9+00
C15 Paving and Grading - Wimbleton - Sta. 9+00 to Sta. 13+00
C16 Paving and Grading - Wimbleton - Sta. 13+00 to P.O.E.
C17 Paving and Grading - Twin Oaks Lane - P.O.B. to P.O.E.
C18 Paving and Grading - Abbey Street - P.O.B. to P.O.E.
C19 Intersection and Sidewalk Grading Details
C20 Existing and Proposed Road Cross-Sections
C21 Advanced Warning Signage (AWS) Traffic Diagram
C22 Notes and Details
C23 Notes and Details
Q1 Quantities

CITY OF BIRMINGHAM - WATER MAIN STANDARD DETAILS
CITY OF BIRMINGHAM - SEWER STANDARD DETAILS

WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

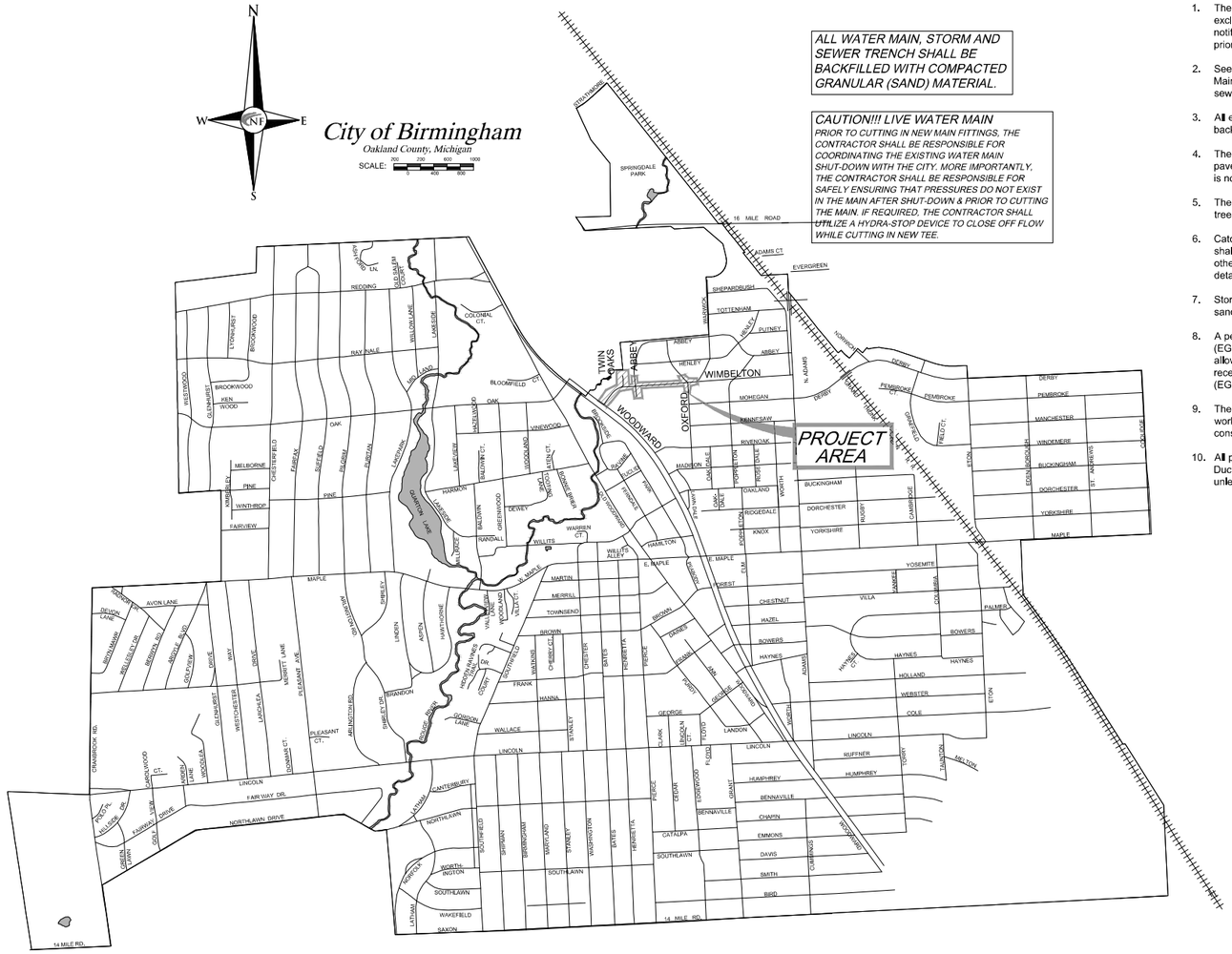
Know what's below Call before you dig.

BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.

N W E S CNT

City of Birmingham
Oakland County, Michigan
SCALE: 0 400 800 1000



ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

CAUTION!!! LIVE WATER MAIN
PRIOR TO CUTTING IN NEW MAIN FITTINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE EXISTING WATER MAIN SHUT-DOWN WITH THE CITY. MORE IMPORTANTLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY ENSURING THAT PRESSURES DO NOT EXIST IN THE MAIN AFTER SHUT-DOWN & PRIOR TO CUTTING THE MAIN. IF REQUIRED, THE CONTRACTOR SHALL UTILIZE A HYDRA-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.

CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

1. The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
2. See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
3. All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
4. The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
5. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
6. Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
7. Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
8. A permit from the Michigan Department of Environment, Great Lakes & Energy (EGLE) is required for all new water main installations. Also, no work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environment, Great Lakes & Energy (EGLE).
9. The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.
10. All proposed Public Water Main for this project shall be Pressure Class 52 Ductile Iron Pipe (D.I.P.) in conformance with City of Birmingham specifications, unless otherwise noted.

DESIGN ENGINEER SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

APPROVED DATE

03-04-25 ADDENDUM #2

WIMBLETON DRIVE PAVING PROJECT
CONTRACT #6-25(W)

UTILITY CROSSING SCHEDULE

01A EX. 3" GAS B/P 757.40
PR. 42" STM T/P 752.43
VERTICAL CLEARANCE=4.97 FT

01B PR. 12" W.M. B/P 758.53
EX. 42" COMB. T/P 756.10
VERTICAL CLEARANCE=2.43 FT
*UTILIZE VERT. BENDS AS REQ. TO CROSS EX. COMB.

01C PR. 42" STM B/P 757.75
EX. 42" COMB. T/P 754.22
VERTICAL CLEARANCE=1.53 FT

01D PR. 42" STM B/P 757.61
PR. 12" W.M. T/P 756.08
VERTICAL CLEARANCE=1.53 FT
*UTILIZE VERT. BENDS AS REQ. TO CROSS PR. STM

01E PR. 12" W.M. B/P 760.97
PR. 10" COMB. T/P 756.37
EX. 2" W.M. V.U.F. (ABANDON)
EX. 12" COMB. T/P 757.02 (ABANDON)
VERTICAL CLEARANCE=4.40 FT

01F PR. 24" STM B/P 750.54
EX. 42" COMB T/P 750.24
(INSTALL CONC. SADDLE ABOVE EX. COMB. SEWER PER DETAIL)
VERTICAL CLEARANCE=0.30 FT

01G EX. 16" W.M. B/P 754.98
PR. 24" STM T/P 753.00
VERTICAL CLEARANCE=1.98 FT

01H EX. 3" GAS B/P 756.93
PR. 24" STM T/P 752.64
VERTICAL CLEARANCE=4.29 FT

05A (SEE SHEET C05)
05B (SEE SHEET C05)
05C (SEE SHEET C05)
05F (SEE SHEET C05)
05G (SEE SHEET C05)

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

DE-WATERING NOTE:

BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

SEWER STRUCTURE SCHEDULE

206 MAINTAIN
0+20.71 28.15'N
COMB. MH 206
RIM 758.58
42" INV NE 737.23 (MAINTAIN)
60" INV W 737.23 (MAINTAIN)
7" INV 737.23 (MAINTAIN)

122 4+04.83 0.90'S
COMB. MH 122
RIM 769.00
12" INV N 755.50
42" INV E 753.90
42" INV W 753.70
(SEE SHEET C05)

30A 4+04.57 60.44' N
SANITARY MH 30A
RIM 768.93
8" INV N 758.93
10" INV SE 758.73
8" INV SW 758.93
(SEE SHEET C05)

29A 4+01.11 177.27'N
SANITARY MH 29A
RIM 767.64
8" INV N 759.64
8" INV S 759.34
(SEE SHEET C05)

206A REMOVE
0+36.57 19.21' N
COMB. MH 206A
RIM 758.54
PR. RIM XXX
42" INV NE 746.34 (DROP) (MAINTAIN)
24" INV NE 739.84 (DROP) (MAINTAIN)
36" INV SE 739.94 (MAINTAIN)
42" INV SW 739.14 (MAINTAIN)

30 4+12.08 51.64' N
COMB. MH 30
RIM 769.48
8" INV N 758.78
12" INV S 758.63
10" INV NW 758.63
(SEE SHEET C05)

29 4+08.41 175.27'N
COMB. MH 29
RIM 767.74
8" INV S. 762.64
8" INV S. 759.34
(BOTTOM)
(SEE SHEET C05)

WATER MAIN SCHEDULE

66 MAINTAIN
0+17.94 41.68'S
GATE VALVE 66
RIM 759.68
16" T/PIPE 754.38 (MAINTAIN)

26 ADJUST & CONNECT EAST OF VALVE
1+53.45 4.87'S
GATE VALVE 26
RIM 760.76
T/PIPE E-W 756.36

HYDRANT & ASSEMBLY
STA. 1+76.77' 7.65' S
F.G. 761.70
PR. T/PIPE 756.20

4 REMOVE
1+47.33 18.02'S
HYDRANT 4 761.35'

PR. 12" GATE VALVE IN WELL
PR. STA. 4+26.80' 9.50' N
PR. RIM. 768.45
PR. T/PIPE 763.05

HYDRANT & ASSEMBLY
STA. 4+36.36' 9.50' N
PR. F.G. 769.25
PR. T/PIPE 763.25

(SEE SHEET C06)

STORM STRUCTURE SCHEDULE

31 REMOVE
0+95.53 26.16'N
STORM MH 31(R)
NOT SHOT

31a REMOVE
0+93.27 31.77' N
CATCH BASIN 31a
RIM 759.00
10" INV SE 753.90 (REMOVE)

29a 4+09.51 160.29' N
C.B. BEEHIVE 29a
RIM 767.20
8" INV W 764.60
8" INV N 763.95
(SEE SHEET C05)

29b 3+98.21 160.52'N
STORM MH 29b
RIM 767.14
T/DIRT 764.94
(SEE SHEET C05)

Storm Drainage Structure Schedule

Structure Name	Structure Details
#30 PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 768.20 PR. 42" NW. INV. 758.20 PR. 42" E. INV. 758.20
#31 PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 758.10 PR. 42" W. INV. 749.00 PR. 42" NE. INV. 750.70
#31A PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 760.92 PR. 42" SW. INV. 752.40 PR. 42" NE. INV. 753.10
#31B PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 765.05 PR. 42" SW. INV. 754.90 PR. 42" E. INV. 755.70
#31C PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 766.95 PR. 12" NE. INV. 761.90 PR. 42" W. INV. 756.35 PR. 42" SE. INV. 757.90
#32A PR. 6' STORM MANHOLE	PR. RIM 758.38 PR. 36" E. INV. 752.00 PR. 24" S. INV. 748.00 PR. 42" W. INV. 748.00
#32B PR. 6' STORM MANHOLE TEMP. BULKHEAD FOR 24" (SE.) (INC.)	PR. RIM 758.67 PR. 24" N. INV. 748.25 PR. 24" SE. INV. 750.50 PR. 18" NE. INV. 748.25
#32C PR. 10' CONTECH SCX-10 WATER QUALITY STRUCTURE (OR APPROVED EQUAL)	PR. RIM 758.61 PR. 18" SW. INV. 748.45 PR. 18" N. INV. 748.45
#32D PR. 6' STORM MANHOLE W/ 2' SUMP & ELEVATED 36" DIA. OVERFLOW	PR. RIM 759.01 PR. 18" S. INV. 748.65 PR. 42" E. INV. 748.65 PR. 36" W. INV. 752.31

LEGEND

EXISTING SAN/COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
EX PAVERS
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
PR. 4" CONC. SIDEWALK
PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21AA)
PR. BITUMINOUS CAPESEAL
PR. 18" MD. CONC. CURB & GUTTER
SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

(RECORD) CURB STOP LOCATION (APPROX.)
LANDSCAPE BED
EX. SOIL BORING
PUBLIC PHONE
WELL
PUMP
SIGN
POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
FOUND PROPERTY MARKER
GROUND ELEVATION

WIMBLETON DRIVE PROFILE

SCALE: H 1" = 20' V 1"=2'

EX. ELEV. C/L 759.2 | C/L 758.8 | C/L 759.8 | C/L 760.8 | C/L 761.8 | C/L 763.6

−0+25 | 0+00 | 0+50 | 1+00 | 1+50 | 2+00 | 2+50

EXISTING GRADE @ SOUTH FACE OF WALK (TYP.)
EXISTING GRADE @ WIMBLETON DR. (TYP.)
EXISTING GRADE @ NORTH FACE OF WALK (TYP.)
MAINTAIN MIN. 5.50' DEPTH BELOW PR. GUTTER ELEVATION (TYP.)
PR. GUTTER ELEV. (NORTH) (TYP.)
PR. GUTTER ELEV. (SOUTH) (TYP.)
FIELD VERIFY AND CONNECT TO EXISTING 16" W.M.
INSTALL 16"x12" REDUCER
INSTALL 12"x12"x6" TEE
EX. 16" W.M. (TYP.)
PR. 12" W.M. (TYP.)
PR. 24" STORM (N/S)
PR. 42" STORM (N.W.)
SEE XING 01F INFO. INSTALL CONC. SADDLE ABOVE EX. SEWER PER DETAIL
PR. 114' – 42" C76 CL-IV RCP STORM SEWER @ 1.58% (MH 31A – MH 31B)
PR. 108' – 42" C76 CL-IV RCP STORM SEWER @ 1.67% (MH 31 – MH 31A)
EX. 215' – 42" COMBINED SEWER @ 2.01% (MH 206A – MH 122) (DC-VRC) (MAINTAIN)
EX. 16" WATER MAIN (FIELD VERIFY)
EX. 42" STORM (NW)
ASSUMED DROP CONNECTION (FIELD VERIFY)
EX. 39" COMB. (S.E.)
EX. 69" COMBINED SEWER @ 0.32% (MH 207 – MH 206) (DC-VRC)
EX. 18" – 42" COMBINED SEWER @ 10.49% (MH 206 – MH 206A)
10 LF 16" DI CL52 WM. (CONNECTION-REDUCER)
15 LF 12" DI CL52 WM. (REDUCER-TEE)
35 LF 12" DI CL52 WM. (BEND-BEND)
16 LF 12" DI CL52 WM. (BEND-BEND)
43 LF 12" DI CL52 WM. (BEND – BEND)
46 LF 12" DI CL52 WM. (BEND-TEE)
7 LF 12" DI CL54 WM. (TEE-G.V.W.)
16 LF 12" DI CL52 WM. (G.V.W. – TEE)
14 LF 12" DI CL52 WM. (TEE-MATCHLINE)

EX. ELEV. C/L 765.5 | C/L 767.3 | C/L 768.8 | C/L 769.2 | C/L 769.3

3+00 | 3+50 | 4+00 | 4+50 | 4+75

MATCHLINE 4+50

EXISTING GRADE @ SOUTH FACE OF WALK (TYP.)
EXISTING GRADE @ NORTH FACE OF WALK (TYP.)
EXISTING GRADE @ WIMBLETON DR. (TYP.)
PR. GUTTER ELEV. (NORTH) (TYP.)
PR. GUTTER ELEV. (SOUTH) (TYP.)
PR. 10" STORM (NE)
EX. 2" WATER MAIN (FIELD VERIFY)
PR. 12" W.M. (TYP.)
INSTALL 12"x12"x8" TEE
INSTALL 12"x12"x6" TEE
INSTALL 12" GATE VALVE IN WELL
INSTALL 22.5° BEND
INSTALL 11.25° BEND
INSTALL 45° BEND
PR. 41' – 42" C76 CL-IV RCP STORM SEWER @ 1.60% (MH 31B – MH 31C)
PR. 25' – 42" C76 CL-IV RCP STORM SEWER @ 1.16% (MH 31C – MH 30)
PR. 76' – 42" C76 CL-IV RCP STORM SEWER @ 0.51% (MH 30 – MATCHLINE)
PR. 114' – 42" C76 CL-IV RCP STORM SEWER @ 1.58% (MH 31A – MH 31B)
PROVIDE 18" CLEARANCE
INSTALL VERTICAL BENDS ON W.M. AS REQUIRED TO ACHIEVE CROSSING CLEARANCES (TYP.)
EX. 215' – 42" COMBINED SEWER @ 2.01% (MH 206A – MH 122) (DC-VRC) (MAINTAIN)
EX. 178' – 42" COMBINED SEWER @ 0.61% (MH 122 – MH 78) (DC-VRC) (MAINTAIN)
EX. 12" COMB. (N) (ABANDON)
PR. 10" COMB. (N/S)
TWIN OAKS LANE (25' ROW)
INSTALL 45° BEND
INSTALL 12"x12"x6" TEE

8A

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER
NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Plan - Wimbleton Drive - P.O.B. to Sta. 4+50

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. O310
SHEET NO. C01

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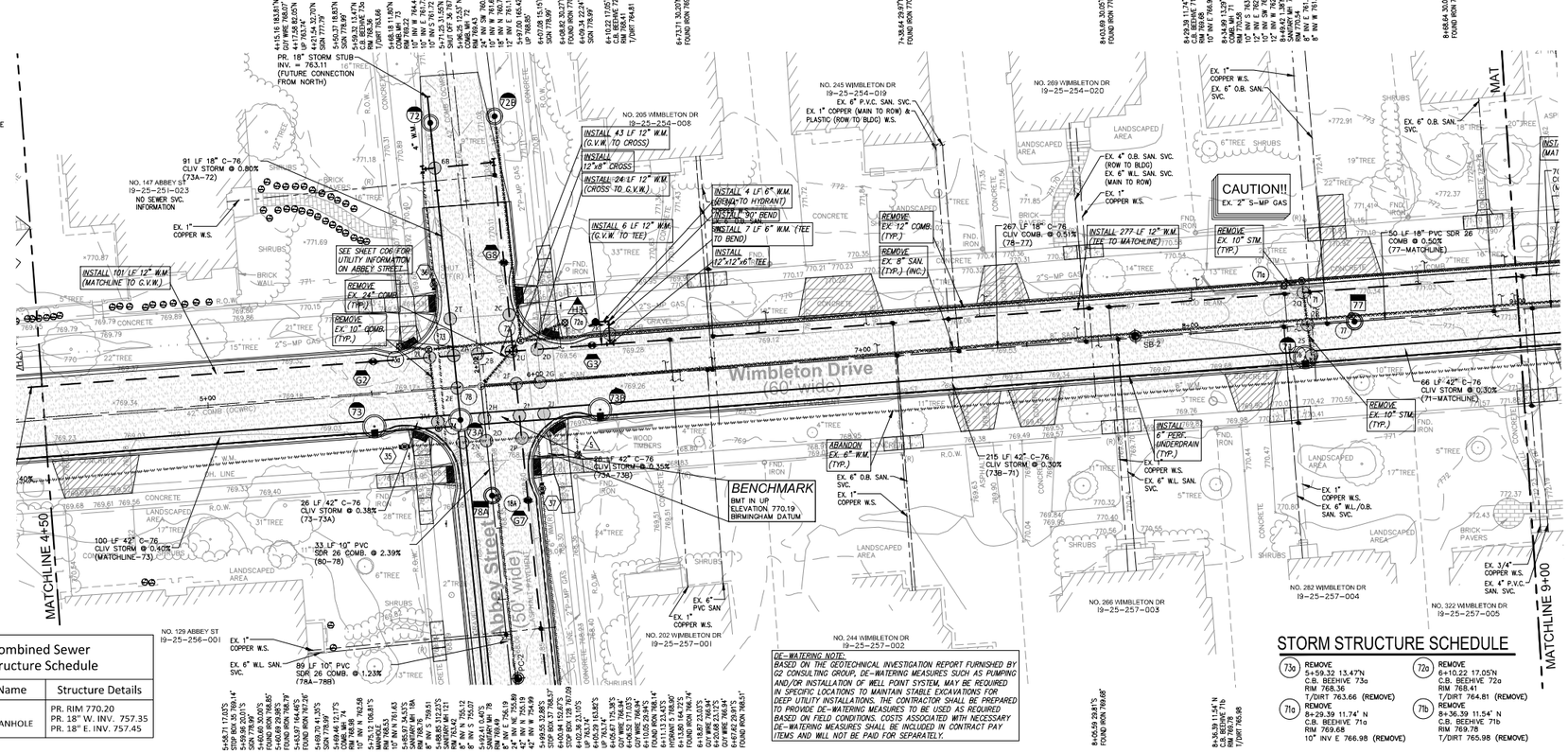
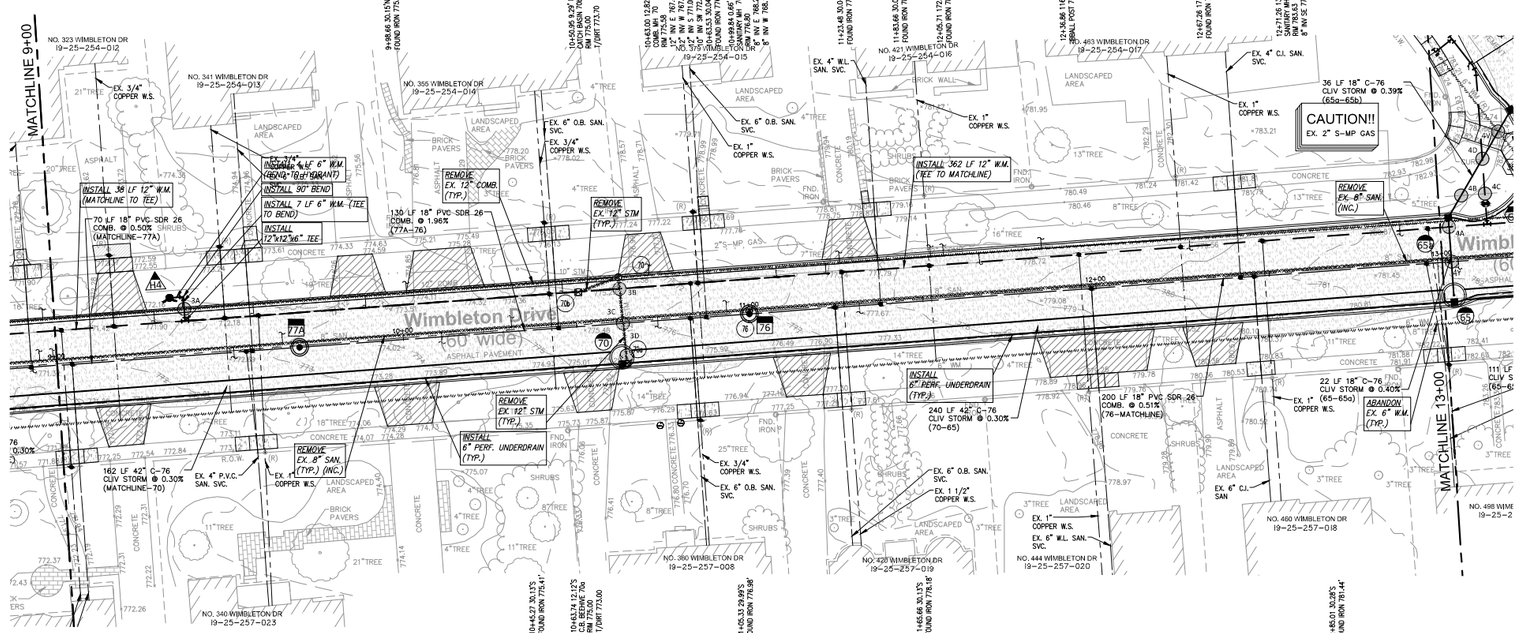
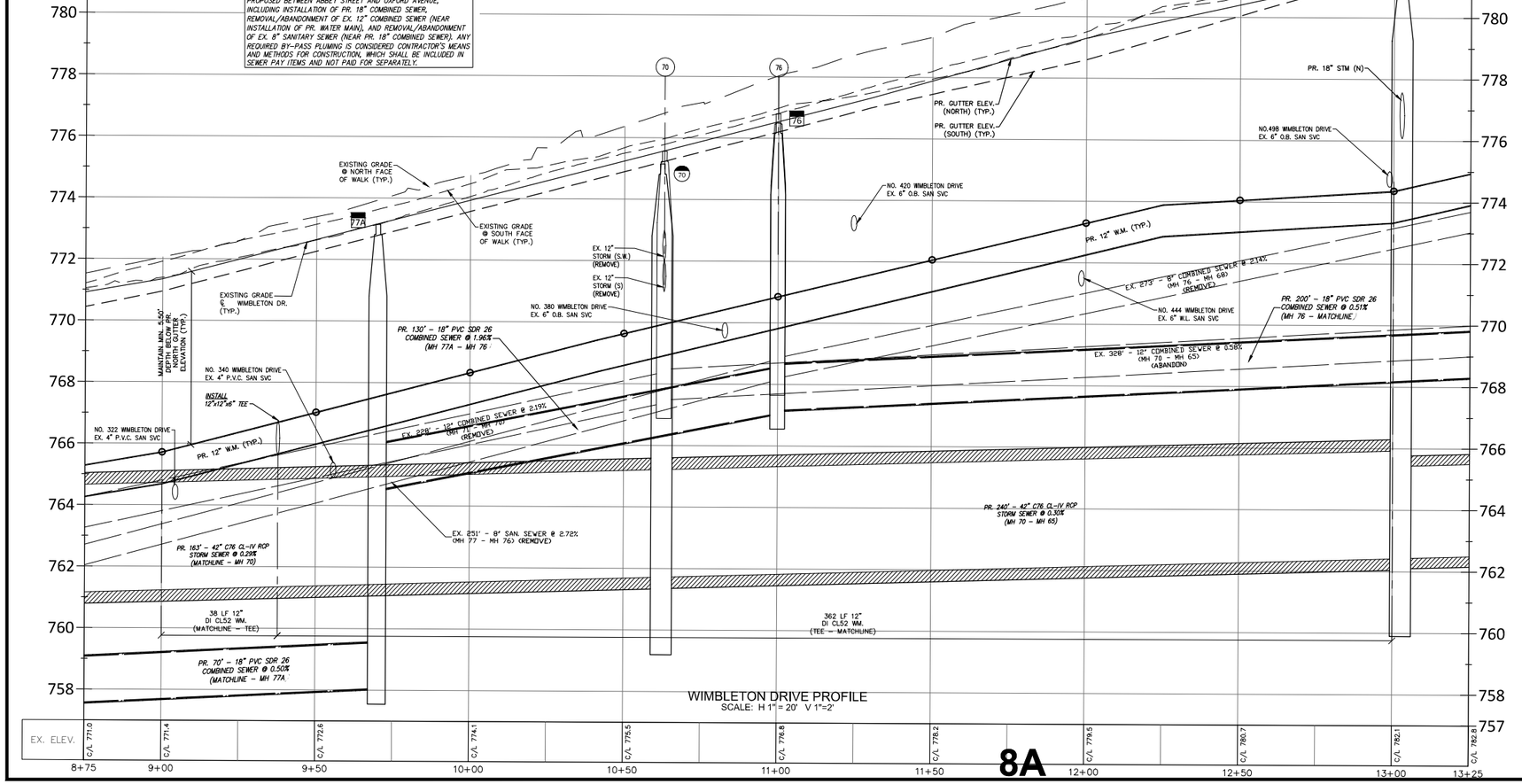

MATCHLINE 4+50
MATCHLINE 9+00
Wimbleton Drive (60' wide)
Abbey Street (50' wide)
BENCHMARK
BMT IN UP
ELEVATION 770.19
BIRMINGHAM DATUM
DE-WATERING NOTE:
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.
NO. 147 ABBEY ST I9-25-251-023 NO SEWER SVC. INFORMATION
NO. 129 ABBEY ST I9-25-256-001
NO. 205 WIMBLETON DR I9-25-254-008
NO. 245 WIMBLETON DR I9-25-254-019
NO. 269 WIMBLETON DR I9-25-254-020
NO. 282 WIMBLETON DR I9-25-257-004
NO. 322 WIMBLETON DR I9-25-257-005
NO. 266 WIMBLETON DR I9-25-257-003
NO. 244 WIMBLETON DR I9-25-257-002
NO. 202 WIMBLETON DR I9-25-257-001
91 LF 18" C-76 CLIV STORM @ 0.80% (73A-72)
26 LF 42" C-76 CLIV STORM @ 0.38% (73-73A)
100 LF 42" C-76 CLIV STORM @ 0.40% (MATCHLINE-73)
33 LF 10" PVC SDR 26 COMB. @ 2.39% (80-78)
89 LF 10" PVC SDR 26 COMB. @ 1.23% (78A-78B)
20 LF 42" C-76 CLIV STORM @ 0.35% (73A-73B)
267 LF 18" C-76 CLIV COMB. @ 0.51% (78-77)
50 LF 18" PVC SDR 26 COMB @ 0.50% (77-MATCHLINE)
66 LF 42" C-76 CLIV STORM @ 0.30% (71-MATCHLINE)
215 LF 42" C-76 CLIV STORM @ 0.30% (73B-71)
INSTALL 91 LF 18" W.M. (MATCHLINE "G.V.W.)
INSTALL 43 LF 12" W.M. (G.V.W. TO CROSS)
INSTALL 12"x6" CROSS
INSTALL 24 LF 12" W.M. (CROSS TO G.V.W.)
INSTALL 4 LF 6" W.M. (SERVICE TO HYDRANT)
INSTALL 90° BEND
INSTALL 6 LF 12" W.M. (G.V.W. TO TEE)
INSTALL 7 LF 6" W.M. (TEE TO BEND)
INSTALL 12"x12"x6" TEE
INSTALL 277 LF 12" W.M. (TEE TO MATCHLINE)
INSTALL 6" PERF. UNDERDRAIN (TYP.)
REMOVE EX. 24" COMB. (TYP.)
REMOVE EX. 10" COMB. (TYP.)
REMOVE EX. 12" COMB. (TYP.)
REMOVE EX. 8" SAN. (TYP.) (INC.)
REMOVE EX. 10" STM. (TYP.)
ABANDON EX. 6" W.M. (TYP.)
SEE SHEET C06 FOR UTILITY INFORMATION ON ABBEY STREET
CAUTION!! EX. 2" S-MP GAS
EX. 1" COPPER W.S.
EX. 6" O.B. SAN. SVC.
EX. 6" W.L. SAN. SVC.
EX. 6" W.L./O.B. SAN. SVC.
EX. 4" O.B. SAN. SVC. (ROW TO BLDG)
EX. 6" W.L. SAN. SVC. (MAIN TO ROW)
EX. 6" PVC SAN
EX. 3/4" COPPER W.S.
EX. 4" P.V.C. SAN. SVC.
EX. 6" CONC. SAN. SVC.
EX. 6" W.L. SAN. SVC.
EX. 6" O.B. SAN. SVC.
EX. 1" COPPER W.S.
EX. 6" W.L. SAN. SVC.
EX. 6" W.L./O.B. SAN. SVC.
EX. 1" COPPER W.S.
EX. 6" W.L. SAN. SVC.
EX. 1" COPPER W.S.
EX. 6" O.B. SAN. SVC.
EX. 1" COPPER W.S.
EX. 6" W.L





8A

DE–WATERING NOTE:
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY O2 CONSULTING GROUP, DE–WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE–WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE–WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

WATER MAIN SCHEDULE

HYDRANT & ASSEMBLY
STA. 9+33.65 16.59' N
PR. F.G. 772.90
PR. T/PIPE 767.40

SEWER STRUCTURE SCHEDULE

70 REMOVE
10+63.00 12.82' N
COMB. MH 70
RIM 775.58
12" INV E 767.48 (ABANDON)
12" INV W 767.38 (REMOVE)
12" INV S 771.00 (CALC) (REMOVE)
10" INV SW 772.0 (CALC) (REMOVE)

76 REMOVE
10+99.84 0.66' N
SANITARY MH 76
RIM 776.80
8" INV E 768.20 (REMOVE)
8" INV W 768.15 (REMOVE)

STORM STRUCTURE SCHEDULE

70b REMOVE
10+50.95 9.29' N
CATCH BASIN 70b
RIM 775.00
T/DIRT 773.70 (REMOVE)

70a REMOVE
10+63.74 12.12'S
C.B. BEEHIVE 70a
RIM 775.00
T/DIRT 773.00 (REMOVE)

00 Storm Drainage Structure Schedule

Structure Name	Structure Details
#70 PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 775.15 PR. 42" W. INV. 761.72 PR. 42" E. INV. 761.72

00 Combined Sewer Structure Schedule

Structure Name	Structure Details
#76 PR. 4' COMB. MANHOLE	PR. RIM 776.50 PR. 18" W. INV. 767.05 PR. 18" E. INV. 767.15
#77A PR. 5' COMB. MANHOLE W/ INT. DROP CONNECTION	PR. RIM 773.15 PR. 18" W. INV. 758.05 PR. 18" E. INV. 764.50

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

LEGEND

EXISTING SAN/COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
EX PAVERS
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
PR. 4" CONC. SIDEWALK
PR. FULL–DEPTH ASPH. (3" HMA ON 8" 21AA)
PR. BITUMINOUS CAPSEAL
PR. 18" MD. CONC. CURB & GUTTER
SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

UTILITY CROSSING SCHEDULE

03A PR. 6" W.M. B/P 765.93
EX. 12" COMB. T/P 765.63 (REMOVE)
VERTICAL CLEARANCE=0.30 FT

03B PR. 12" W.M. B/P 769.93
EX. 12" STM T/P V.I.F. (REMOVE)

03C EX. 12" STM B/P V.I.F. (REMOVE)
PR. 18" COMB. T/P 767.83

03D EX. 12" STM. B/P V.I.F. (REMOVE)
PR 42" STM T/P 765.22

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Plan - Wimbleton Drive - Sta. 9+00 to 13+00

Know what's below
Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. O310
SHEET NO. C03

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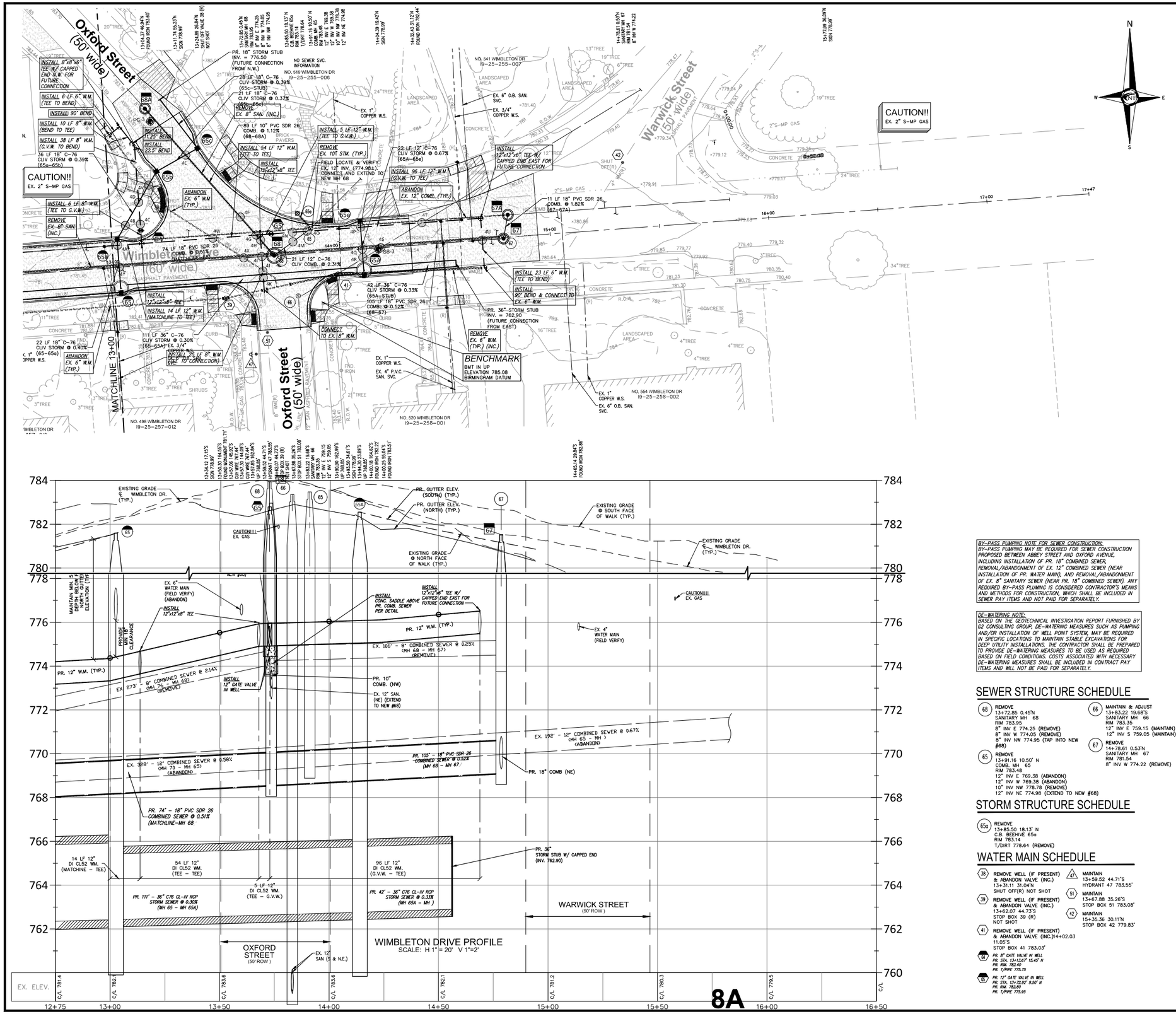

8A

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UTILITY CROSSING SCHEDULE

04A PR. 12" STM B/P 776.17 PR. 12" W.M. T/P 774.41 VERTICAL CLEARANCE:1.76 FT

04B EX. 2" GAS B/P 780.29 PR. 18" STM T/P 777.70 VERTICAL CLEARANCE:2.59 FT

04C EX. 2" GAS B/P 780.50 PR. 8" W.M. T/P 774.45 VERTICAL CLEARANCE:6.05 FT

04D PR. 18" STM B/P 778.25 PR. 8" W.M. T/P 774.72 VERTICAL CLEARANCE:3.53 FT

04E PR. 18" STM B/P 776.37 PR. 10" COMB. T/P 774.50 VERTICAL CLEARANCE:1.87 FT

04F EX. 2" GAS B/P 781.70 PR. 10" COMB. T/P 773.97 VERTICAL CLEARANCE:7.40 FT

04G PR. 12" W.M. B/P 774.90 PR. 10" COMB. T/P 773.97 (INSTALL CONC. SADDLE ABOVE PR. COMB. SEWER PER DETAIL) EX. 12" COMB. T/P V.I.F. (ABANDON) EX. 8" SAN. T/P V.I.F. (REMOVE) VERTICAL CLEARANCE:0.95 FT

04H PR. 8" W.M. B/P 774.92 PR. 10" COMB. T/P 773.94 (INSTALL CONC. SADDLE ABOVE PR. COMB. SEWER PER DETAIL) EX. 8" SAN. T/P V.I.F. (REMOVE) VERTICAL CLEARANCE:0.98 FT

04I PR. 8" W.M. B/P 774.92 PR. 18" COMB. T/P 770.02 EX. 8" SAN. T/P V.I.F. (REMOVE) VERTICAL CLEARANCE:4.90 FT

04J EX. 2" GAS B/P 781.71 PR. 8" W.M. T/P 775.09 EX. 6" W.M. T/P V.I.F. (ABANDON) VERTICAL CLEARANCE:6.12 FT

04K PR. 8" W.M. B/P 774.92 PR. 42" STM T/P 763.62 VERTICAL CLEARANCE:11.30 FT

04L EX. 2" GAS B/P 781.06 PR. 18" COMB. T/P 770.05 EX. 8" SAN. T/P V.I.F. (REMOVE) VERTICAL CLEARANCE:11.01 FT

04M EX. 2" GAS B/P 781.80 PR. 12" W.M. T/P 775.76 VERTICAL CLEARANCE:6.04 FT

04N EX. 2" GAS B/P 781.61 PR. 12" W.M. T/P 775.97 VERTICAL CLEARANCE:5.64 FT

04O PR. 12" W.M. B/P 774.99 PR. 12" SAN. T/P 772.01 V.I.F. VERTICAL CLEARANCE:2.01 FT

04P PR. 12" STM B/P 778.35 PR. 12" W.M. T/P 776.07 VERTICAL CLEARANCE:2.28 FT

04Q PR. 12" STM B/P 778.27 PR. 18" COMB. T/P 770.26 EX. 8" SAN. T/P V.I.F. (REMOVE) VERTICAL CLEARANCE:8.01 FT

04R PR. 12" STM B/P 778.25 EX. 12" SAN. T/P 760.13 VERTICAL CLEARANCE:18.12 FT

04S PR. 18" COMB. B/P 768.79 EX. 12" SAN. T/P 760.13 VERTICAL CLEARANCE:8.66 FT

04T PR. 12" W.M. B/P 775.26 EX. 12" SAN. T/P 760.13 VERTICAL CLEARANCE:15.13 FT

04U PR. 6" W.M. B/P 776.03 PR. 18" COMB. T/P 770.54 EX. 12" SAN. T/P V.I.F. (REMOVE) VERTICAL CLEARANCE:5.49 FT

04V PR. 18" STM B/P 775.19 EX. 6" W.M. T/P V.I.F. (ABANDON)

04W PR. 12" W.M. B/P 774.42 EX. 6" W.M. T/P V.I.F. (ABANDON)

04X EX. 6" W.M. B/P V.I.F. (ABANDON) PR. 18" COMB. T/P 769.98

04Y PR. 18" STM B/P 778.12 PR. 18" COMB. T/P 769.69 EX. 8" SAN. T/P V.I.F. (REMOVE)

BY-PASS PUMPING NOTE FOR SEWER CONSTRUCTION:
BY-PASS PUMPING MAY BE REQUIRED FOR SEWER CONSTRUCTION PROPOSED BETWEEN ABBEY STREET AND OXFORD AVENUE, INCLUDING INSTALLATION OF PR. 18" COMBINED SEWER, REMOVAL/ABANDONMENT OF EX. 12" COMBINED SEWER (NEAR INSTALLATION OF PR. WATER MAIN), AND REMOVAL/ABANDONMENT OF EX. 8" SANITARY SEWER (NEAR PR. 18" COMBINED SEWER). ANY REQUIRED BY-PASS PLUMING IS CONSIDERED CONTRACTOR'S MEANS AND METHODS FOR CONSTRUCTION, WHICH SHALL BE INCLUDED IN SEWER PAY ITEMS AND NOT PAID FOR SEPARATELY.

DE-WATERING NOTE:
BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

SEWER STRUCTURE SCHEDULE

68 REMOVE
13+72.85 0.45'N
SANITARY MH 68
RIM 783.95
8" INV E 774.25 (REMOVE)
8" INV W 774.05 (REMOVE)
8" INV NW 774.95 (TAP INTO NEW #68)

65 REMOVE
13+91.16 10.50' N
COMB. MH 65
RIM 783.48
12" INV E 769.38 (ABANDON)
12" INV W 769.38 (ABANDON)
10" INV NW 778.78 (REMOVE)
12" INV NE 774.98 (EXTEND TO NEW #68)

66 MAINTAIN & ADJUST
13+83.22 19.68'S
SANITARY MH 66
RIM 783.35
12" INV E 759.15 (MAINTAIN)
12" INV S 759.05 (MAINTAIN)

67 REMOVE
14+78.61 0.53'N
SANITARY MH 67
RIM 781.54
8" INV W 774.22 (REMOVE)

STORM STRUCTURE SCHEDULE

65a REMOVE
13+85.50 18.13' N
C.B. BEEHIVE 65a
RIM 783.14
T/DIRT 778.64 (REMOVE)

WATER MAIN SCHEDULE

38 REMOVE WELL (IF PRESENT) & ABANDON VALVE (INC.)
13+31.11 31.04'N
SHUT OFF(R) NOT SHOT

39 REMOVE WELL (IF PRESENT) & ABANDON VALVE (INC.)
13+62.07 44.73'S
STOP BOX 39 (R)
NOT SHOT

41 REMOVE WELL (IF PRESENT) & ABANDON VALVE (INC.)14+02.03
11.05'S
STOP BOX 41 783.03'

47 MAINTAIN
13+59.52 44.71'S
HYDRANT 47 783.55'

51 MAINTAIN
13+67.88 35.26'S
STOP BOX 51 783.08'

42 MAINTAIN
15+35.36 30.11'N
STOP BOX 42 779.83'

54 PR. 8" GATE VALVE IN WELL
PR. STA. 13+13.67 15.45" R
PR. RIM. 782.40
PR. T/PIPE 775.75

67 PR. 12" GATE VALVE IN WELL
PR. STA. 13+72.92' 9.50" N
PR. RIM. 782.60
PR. T/PIPE 775.95

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

00 Storm Drainage Structure Schedule

Structure Name	Structure Details
#65 PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 781.59 PR. 42" W. INV. 762.43 PR. 36" E. INV. 762.43 PR. 18" N. INV. 776.08
#65a PR. 4' STORM CATCH BASIN W/ 2' SUMP	PR. RIM 781.59 PR. 18" S. INV. 776.17 PR. 18" NE. INV. 776.17
#65A PR. 6' STORM CATCH BASIN W/ 2' SUMP & OFFSET GRATE (PER DETAIL)	PR. RIM 782.55 PR. 36" W. INV. 762.76 PR. 36" E. INV. 762.76 PR. 12" N. INV. 778.20
#65b PR. 4' STORM CATCH BASIN W/ 2' SUMP	PR. RIM 782.45 PR. 18" SW. INV. 776.31 PR. 18" NE. INV. 776.31
#65c PR. 4' STORM CATCH BASIN W/ 2' SUMP	PR. RIM 782.65 PR. 18" SW. INV. 776.39 PR. 18" NW. INV. 776.39
#65e PR. 2' STORM INLET	PR. RIM 782.35 PR. 12" S. INV. 778.35

00 Combined Sewer Structure Schedule

Structure Name	Structure Details
#67 PR. 4' COMB. MANHOLE	PR. RIM 781.50 PR. 18" W. INV. 769.10 PR. 18" N. INV. 769.30
#67A PR. 4' DIA. COMB. MANHOLE (CONSTRUCT ONLINE & RECONNECT EX. 12" COMB EAST INV. 770.00, V.I.F.)	PR. RIM 781.18 PR. 18" S. INV. 769.50
#68 PR. 6' COMB. MANHOLE W/ TWO INT. DROP CONNECTIONS	PR. RIM 782.96 PR. 18" W. INV. 768.55 PR. 18" E. INV. 768.55 PR. 12" NE. INV. 772.50 PR. 10" NW. INV. 773.00
#68A PR. 4' DIA. COMB. MANHOLE (CONSTRUCT ONLINE & RECONNECT EX. 8" COMB N.W. INV. 775.40, V.I.F.)	PR. RIM 783.04 PR. 10" SE. INV. 774.00

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- ×000.00 GROUND ELEVATION
- EX PAVERS
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (3" HMA ON 9" 21AA)
- PR. BITUMINOUS CAPESEAL
- PR. 18" NO. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

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STATE OF MICHIGAN
PAUL TULIKANGAS
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LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼ of Section 25, T. 2N, R.10E City of Birmingham, Oakland County, Michigan

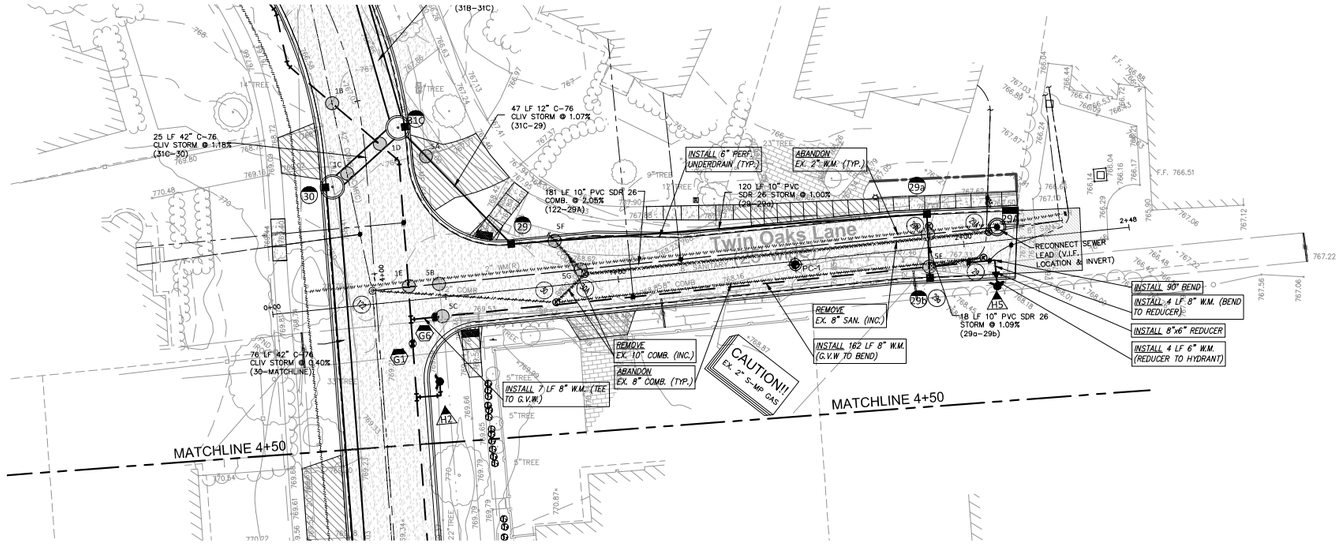
SHEET
Utility Plan - Wimbleton Drive - Sta. 13+00 to P.O.E.

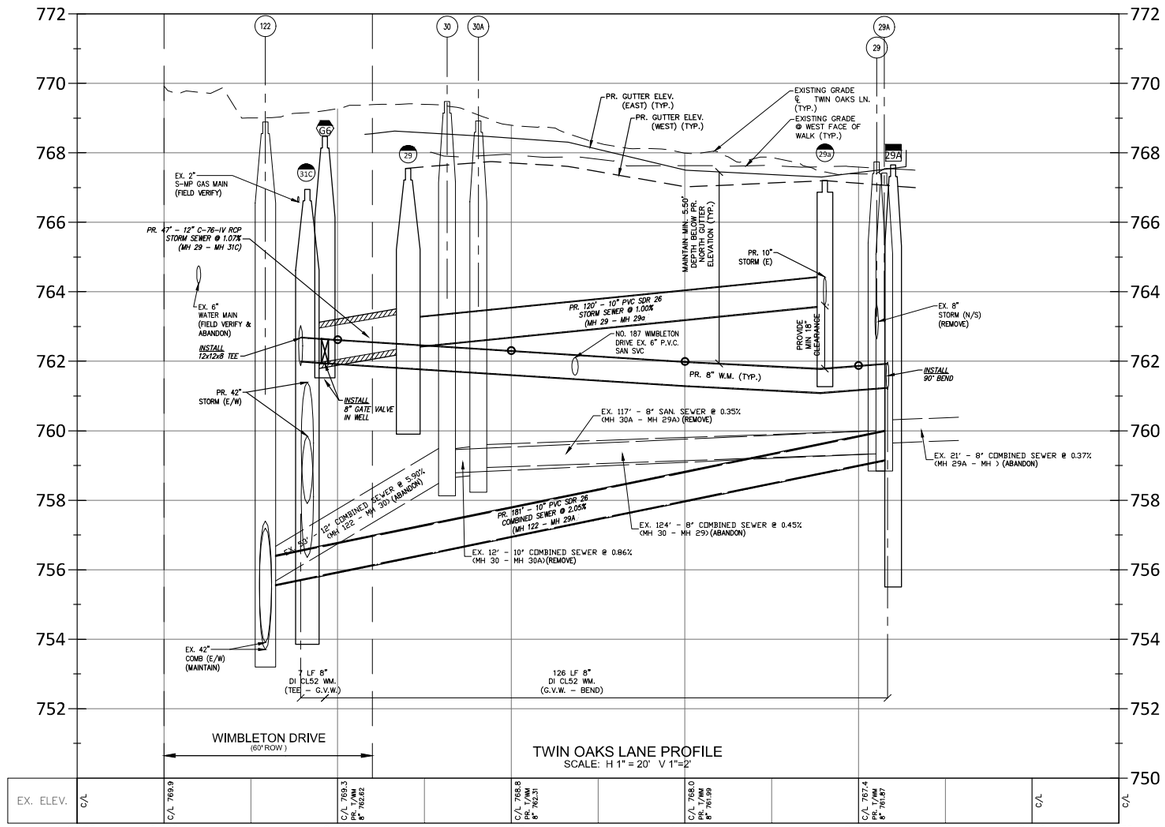
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. O310
SHEET NO. C04







BY-PASS PUMPING NOTE FOR SEWER CONSTRUCTION:
BY-PASS PUMPING MAY BE REQUIRED FOR SEWER CONSTRUCTION PROPOSED TWIN OAKS LANE, INCLUDING INSTALLATION OF PR. 10" COMBINED SEWER, AND REMOVAL/ABANDONMENT OF EX. 8" AND 12" SEWERS (NEAR INSTALLATION OF PR. WATER MAIN AND 10" COMBINED SEWER). ANY REQUIRED BY-PASS PLUMING IS CONSIDERED CONTRACTOR'S MEANS AND METHODS FOR CONSTRUCTION, WHICH SHALL BE INCLUDED IN SEWER PAY ITEMS AND NOT PAID FOR SEPARATELY.

DE-WATERING NOTE:
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UTILITY CROSSING SCHEDULE

05A	EX. 2" GAS B/P 766.02 PR. 12" STM T/P 763.90 VERTICAL CLEARANCE:3.12 FT	05E	PR. 10" STM B/P 763.80 PR. 8" W.M. T/P 761.77 EX. 8" COMB. T/P 759.95 (ABANDON) VERTICAL CLEARANCE:2.03 FT
05B	EX. 2" GAS. B/P 766.22 PR. 10" SAN. T/P 756.72 VERTICAL CLEARANCE:8.50 FT	05F	PR. 10" STM B/P 762.53 EX. 8" COMB. T/P V.I.F (REMOVE)
05C	EX. 2" GAS B/P 766.41 PR. 8" W.M. T/P 762.62 FT. VERTICAL CLEARANCE:3.79 FT	05G	EX. 8" COMB. B/P V.I.F. (REMOVE) PR. 10" COMB. T/P 757.57
05D	PR. 10" STM B/P 763.69 PR. 10" COMB T/P 756.62 EX. 8" SAN T/P 759.95 (REMOVE) EX. 2" W.M. T/P V.I.F. (ABANDON) VERTICAL CLEARANCE:4.06 FT	01B	(SEE SHEET C01)
		01C	(SEE SHEET C01)
		01D	(SEE SHEET C01)
		01E	(SEE SHEET C01)

SEWER STRUCTURE SCHEDULE

(122) TAP & ADJUST
0+29.22 3.89' N
COMB. MH 122
RIM 769.00
PR. RIM XX
12" INV N 755.50 (REMOVE)
PR. 10" INV N 755.50 (TAP)
42" INV E 753.90 (MAINTAIN)
42" INV W 753.70 (MAINTAIN)

(30) REMOVE
0+81.54 4.80' S
COMB. MH 30
RIM 769.48
8" INV N 758.78 (ABANDON)
12" INV S 758.63 (ABANDON)
10" INV NW 758.63 (REMOVE)

(30A) REMOVE
0+90.54 2.46' N
SANITARY MH 30A
RIM 768.93
8" INV N 758.93 (REMOVE)
10" INV SE 758.73 (REMOVE)
8" INV SW 758.93 (INVESTIGATE / REMOVE)

(29) REMOVE
2+05.23 4.50' S
COMB. MH 29
RIM 767.74
8" INV S. 762.64 (REMOVE)
8" INV. S. 759.34 (ABANDON) (BOTTOM)

(29A) REMOVE & INSTALL NEW 29A
2+07.43 2.74' N
SANITARY MH 29A
RIM 767.64
PR. RIM 767.20
8" INV N 759.64 (RECONNECT TO NEW 29A)
8" INV S 759.34 (REMOVE)

STORM STRUCTURE SCHEDULE

(29a) REMOVE
1+90.14 5.28' S
C.B. BEEHIVE 29a
RIM 767.20
8" INV W 764.60 (REMOVE)
8" INV N 763.95 (REMOVE)

(29b) REMOVE
1+90.56 6.17' N
STORM MH 29b
RIM 767.14
T/DIRT 764.94 (REMOVE)

WATER MAIN SCHEDULE

(G) PR. 8" GATE VALVE IN WELL
PR. STA. 0+46.36' 5.50' S
PR. RIM. 768.41
PR. T/PIPE 762.60

(H) HYDRANT & ASSEMBLY
STA. 2+08.40 13.06' S
PR. F.G. 768.15
PR. T/PIPE 762.65

(G) (SEE SHEET C01)

(H) (SEE SHEET C01)

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(00) Storm Drainage Structure Schedule

Structure Name	Structure Details
#29 PR. 4' STORM CATCH BASIN W/ 2' SUMP	PR. RIM 767.55 PR. 10" N. INV. 762.40 PR. 12" SW. INV. 762.40
#29a PR. 4' STORM CATCH BASIN W/ 2' SUMP	PR. RIM 767.20 PR. 10" S. INV. 763.60 PR. 10" E. INV. 763.60
#29b PR. 2' STORM INLET	PR. RIM 767.30 PR. 10" W. INV. 763.80

(00) Combined Sewer Structure Schedule

Structure Name	Structure Details
#29A PR. 4' COMB. MANHOLE (CONSTRUCT ONLINE, RECONNECT EX. OR REPLACEMENT 8" SAN SVC. NORTH INV. 759.64, V.I.F.)	PR. RIM 767.65 PR. 10" S. INV. 759.20

LEGEND

EXISTING SAN/COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
EX PAVERS
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
PR. 4" CONC. SIDEWALK
PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21AA)
PR. BITUMINOUS CAPESEAL
PR. 18" MD. CONC. CURB & GUTTER
SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

(RECORD) CURB STOP LOCATION (APPROX.)
LANDSCAPE BED
EX. SOIL BORING
PUBLIC PHONE
WELL
PUMP
SIGN
POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
FOUND PROPERTY MARKER
×000.00 GROUND ELEVATION

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PAUL TULIKANGAS
ENGINEER NO. 0537929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Plan - Twin Oaks Lane - P.O.B. to P.O.E.

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
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03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
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NFE JOB NO. O310
SHEET NO. C05

8A

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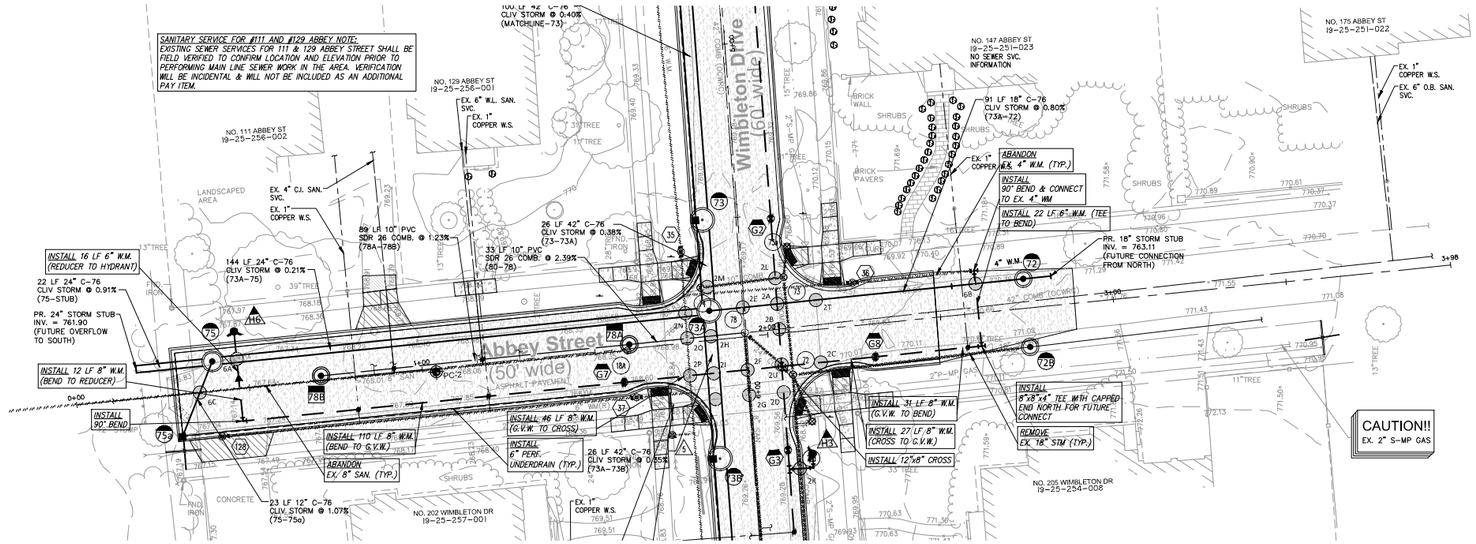

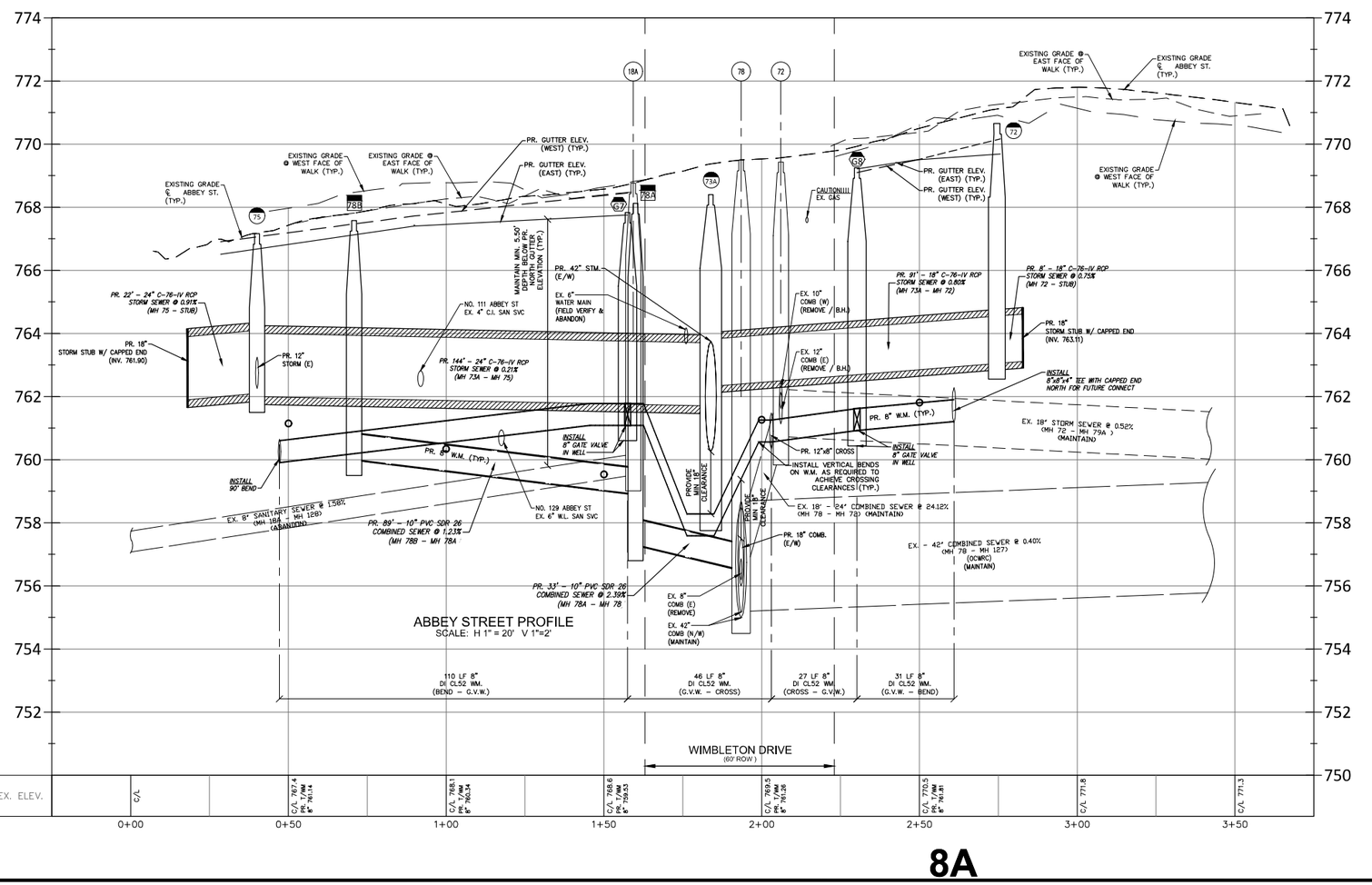



UTILITY CROSSING SCHEDULE

06A	PR. 18" STM B/P 762.06 PR. 6" W.M. T/P 760.50 VERTICAL CLEARANCE:1.56 FT	02H	(SEE SHEET C02)
06B	PR. 18" STM B/P 762.94 PR. 8" W.M. T/P 761.25 VERTICAL CLEARANCE:1.69 FT	02I	(SEE SHEET C02)
06C	PR. 12" STM B/P 762.35 EX. 8" SAN. T/P V.I.F. (ABANDON)	02J	(SEE SHEET C02)
02A	(SEE SHEET C02)	02K	(SEE SHEET C02)
02B	(SEE SHEET C02)	02L	(SEE SHEET C02)
02C	(SEE SHEET C02)	02M	(SEE SHEET C02)
02D	(SEE SHEET C02)	02N	(SEE SHEET C02)
02E	(SEE SHEET C02)	02O	(SEE SHEET C02)
02F	(SEE SHEET C02)	02P	(SEE SHEET C02)
02G	(SEE SHEET C02)	02T	(SEE SHEET C02)
		02U	(SEE SHEET C02)

WATER MAIN SCHEDULE

128 REMOVE WELL (IF PRESENT) & ABANDON VALVE (INC.)
0+40.74 13.30'S
STOP BOX 128 767.09'

61 PR. 8" GATE VALVE IN WELL
PR. STA. 1+57.66' 9.50' E
PR. RIM. 769.25
PR. T/PIPE 759.40

18A HYDRANT & ASSEMBLY
STA. 0+47.17 16.60' W
PR. F.G. 768.15
PR. T/PIPE 762.15

128 PR. 8" GATE VALVE IN WELL
PR. STA. 2+30.19' 9.50' E
PR. RIM. 769.25
PR. T/PIPE 761.65

00 Storm Drainage Structure Schedule

Structure Name	Structure Details
#72 PR. 4' STORM MANHOLE	PR. RIM 770.65 PR. 18" S. INV. 763.05 PR. 18" N. INV. 763.05
#72B PR. 4' DIA. STORM MANHOLE (CONSTRUCT ONLINE & RECONNECT EX. 18" STM NORTH INV. 760.35, V.I.F.)	PR. RIM 771.05
#75 PR. 5' STORM MANHOLE W/ 2' SUMP	PR. RIM 767.16 PR. 24" N. INV. 762.00 PR. 12" E. INV. 762.25 PR. 24" S. INV. 762.10
#75a PR. 2' STORM INLET	PR. RIM 766.50 PR. 12" W. INV. 762.50

00 Combined Sewer Structure Schedule

Structure Name	Structure Details
#78A PR. 4' COMB. MANHOLE	PR. RIM 768.12 PR. 10" S. INV. 758.90 PR. 10" N. INV. 757.30
#78B PR. 4' COMB. MANHOLE	PR. RIM 767.58 PR. 10" N. INV. 760.00

UTILITY NOTE

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- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 4" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21AA)
- PR. BITUMINOUS CAPSEAL
- PR. 18" MD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

CLEAN-OUT, SWR. SVC. (PER VIDEO INSP.), MANHOLE, CMB, SAN, STM, HYDRANT, RYCB, END SECTION, ELEC METER, ELECTRIC MANHOLE, TELEPHONE MANHOLE, GAS METER, GAS VALVE, GAS MARKER, UTILITY POLE, LIGHT POLE, GUY WIRE, STRAIN POLE, (RECORD) CURB STOP LOCATION (APPROX.), LANDSCAPE BED, EX. SOIL BORING, PUBLIC PHONE, WELL, PUMP, SIGN, POST/BOLLARD, PARKING METER, MAIL BOX, ROCK/BOULDER, SPRINKLER VALVE BOX, SPRINKLER HEAD, FOUND PROPERTY MARKER, ×000.00 GROUND ELEVATION

DE-WATERING NOTE:

BASED ON THE GEOTECHNICAL INVESTIGATION REPORT FURNISHED BY G2 CONSULTING GROUP, DE-WATERING MEASURES SUCH AS PUMPING AND/OR INSTALLATION OF WELL POINT SYSTEM, MAY BE REQUIRED IN SPECIFIC LOCATIONS TO MAINTAIN STABLE EXCAVATIONS FOR DEEP UTILITY INSTALLATIONS. THE CONTRACTOR SHALL BE PREPARED TO PROVIDE DE-WATERING MEASURES TO BE USED AS REQUIRED BASED ON FIELD CONDITIONS. COSTS ASSOCIATED WITH NECESSARY DE-WATERING MEASURES SHALL BE INCLUDED IN CONTRACT PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

NF ENGINEERS
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SEAL

STATE OF MICHIGAN · PAUL TULIKANGAS · ENGINEER NO. 057929 · LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

Utility Plan - Abbey Street - P.O.B. to P.O.E.

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-23-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'

20 10 0 10 20 30

NFE JOB NO. O310
SHEET NO. C06

8A

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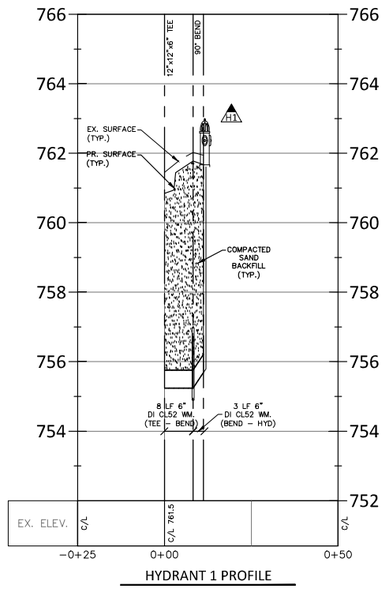
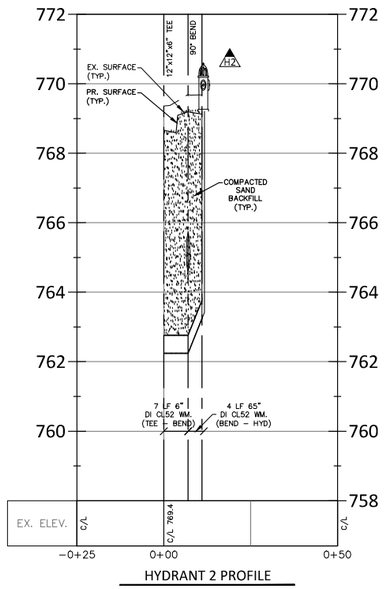


HYDRANT 1 PROFILE



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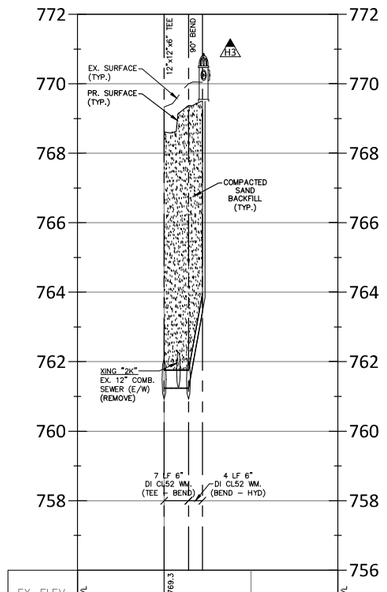

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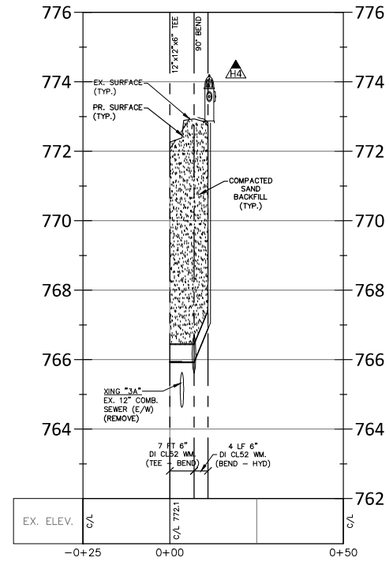

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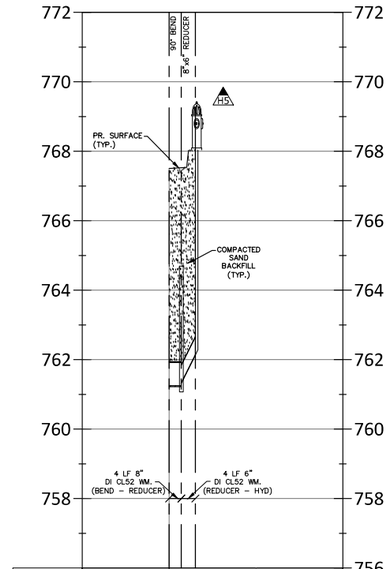

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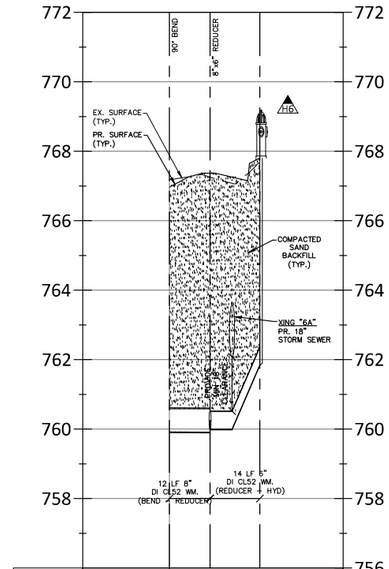

HYDRANT 6 PROFILE

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LAND SURVEYORS
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NOWAK & FRAUS ENGINEERS
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PROJECT

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Paving Project
Contract #6-25(W)

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SHEET

Watermain Hydrant Profiles

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10-23-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross

DESIGNED BY: P. Tulikangas

APPROVED BY: P. Tulikangas

DATE: February 20, 2025

SCALE: 1" = 20' / 1"=2'

20 10 0 10 20 30

NFE JOB NO. O310

SHEET NO. C07

UTILITY NOTE

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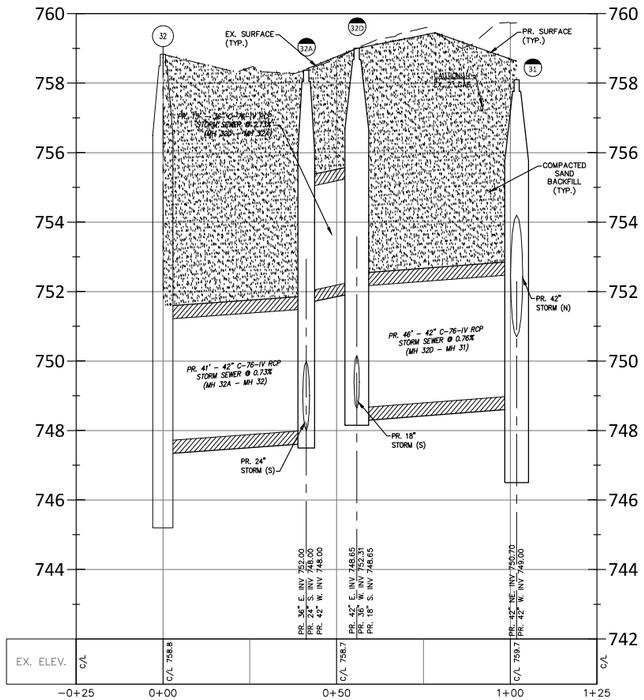
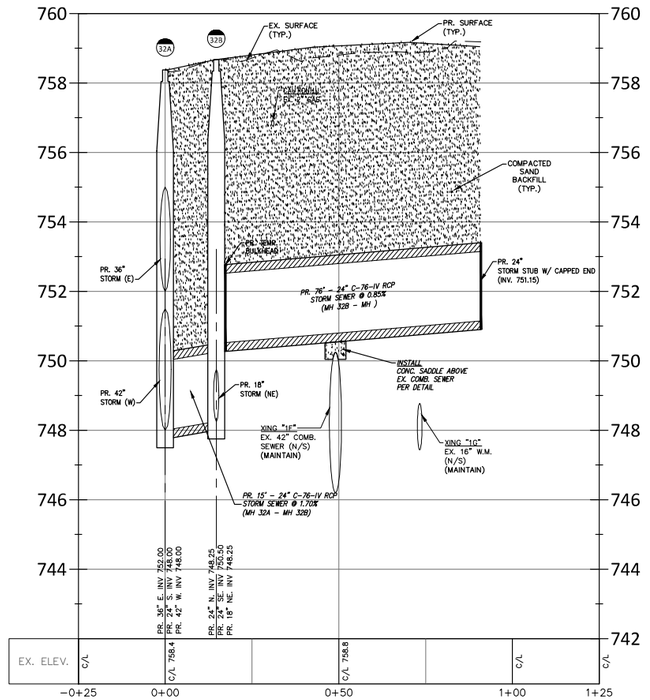
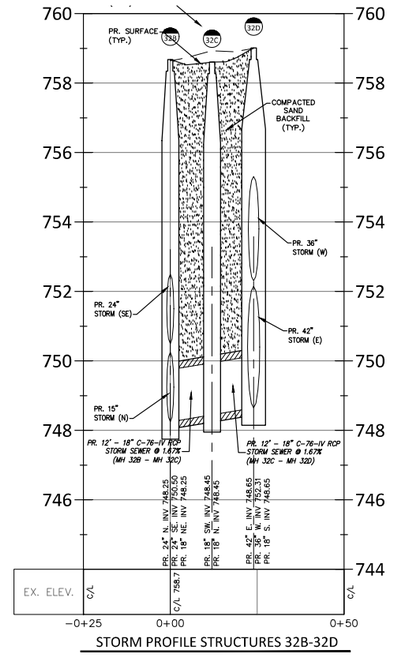


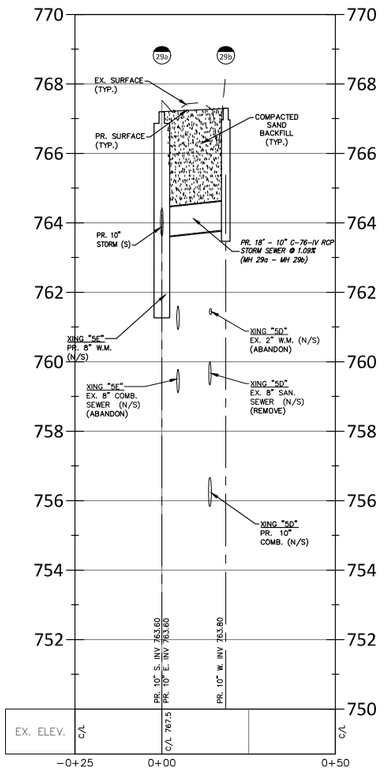
STORM PROFILE STRUCTURES 32-31



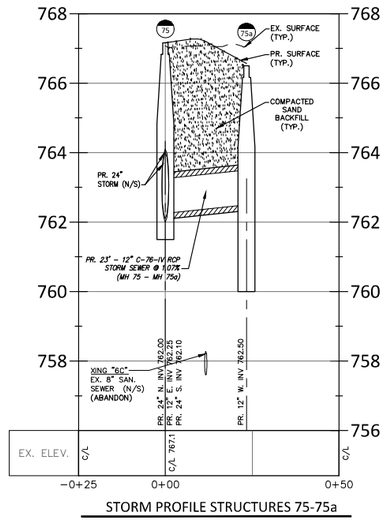
STORM PROFILE STRUCTURE 32A-STUB



STORM PROFILE STRUCTURES 32B-32D



STORM PROFILE STRUCTURES 29a-29b



STORM PROFILE STRUCTURES 75-75a

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PROJECT

City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

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PROJECT LOCATION

Part of the N.E. ¼
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SHEET

Sewer Profiles (1 of 2)

811
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DATE ISSUED/REVISED

10-23-24 ISSUED SURVEY
02-12-25 CITY REVIEW
02-20-25 BIDS
03-04-25 ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'

20 10 0 10 20 30

NFE JOB NO. O310
SHEET NO. C08

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PUBLIC PHONE
WELL
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PARKING METER
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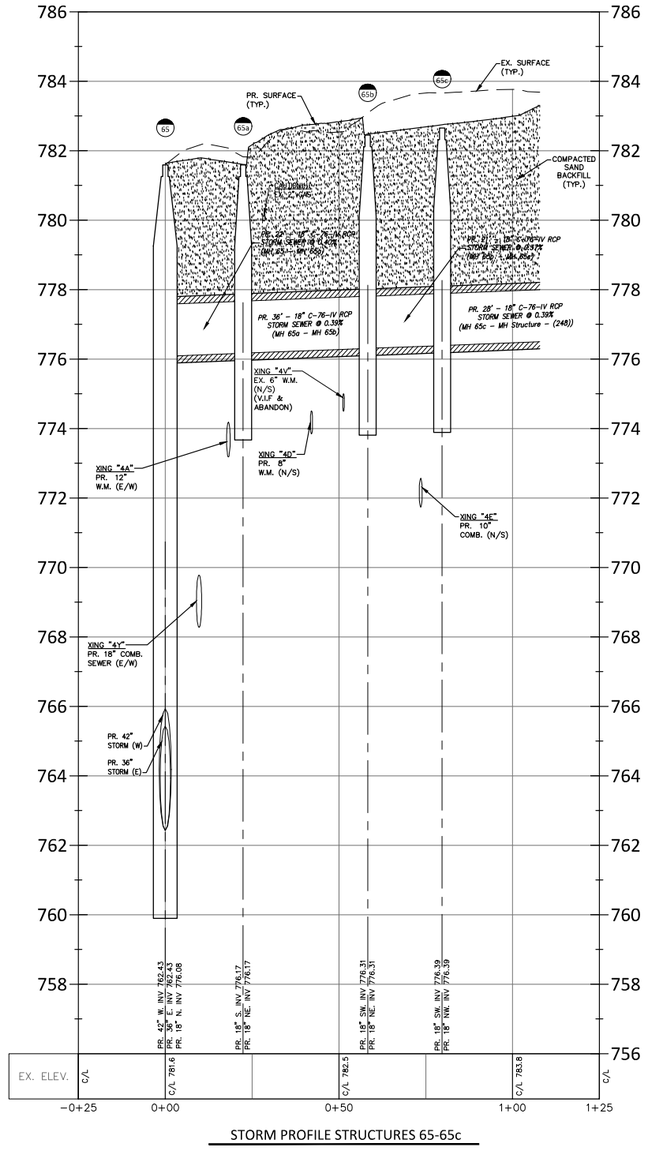
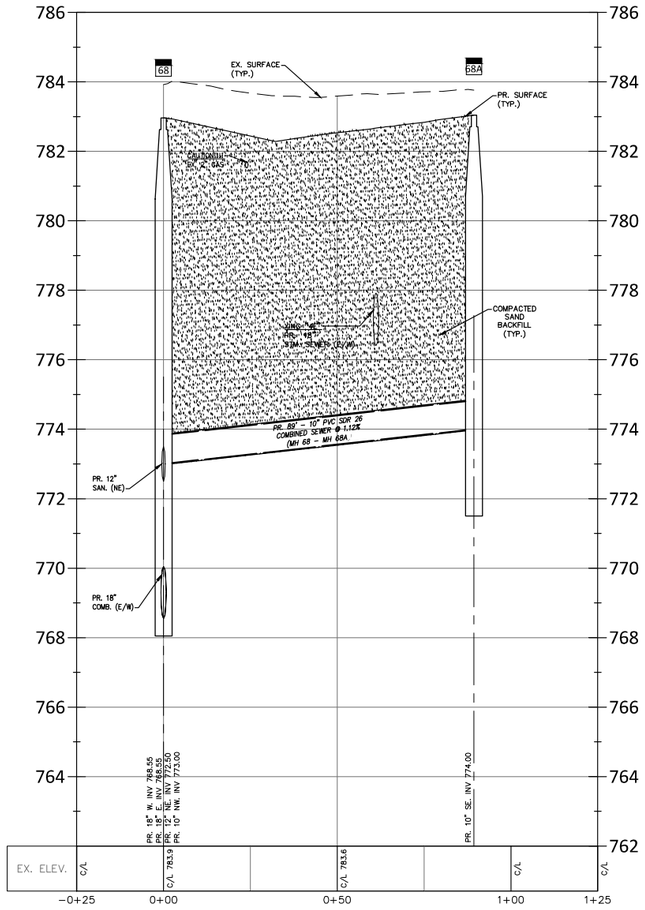
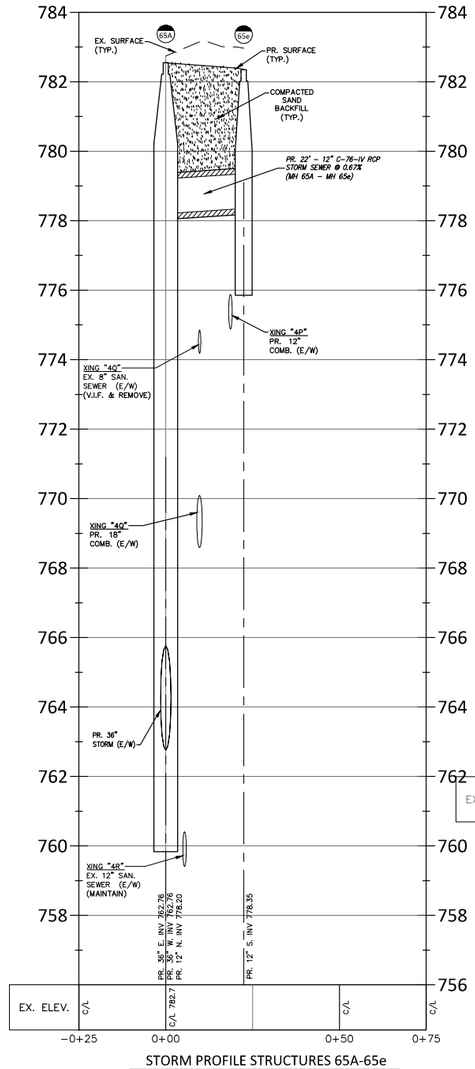


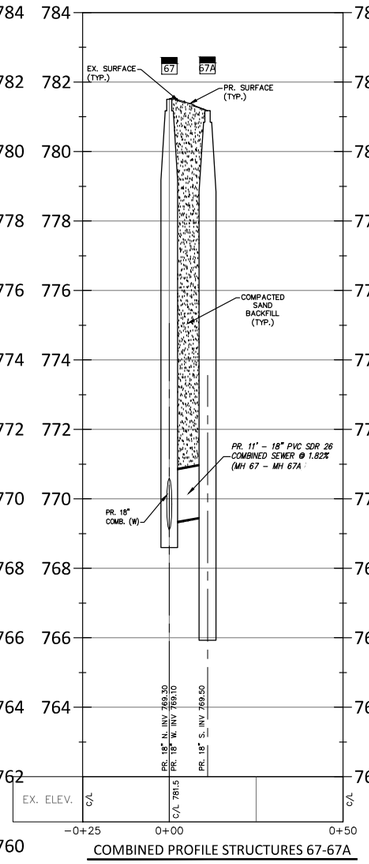
STORM PROFILE STRUCTURES 65-65c



COMBINED PROFILE STRUCTURES 68-68A



STORM PROFILE STRUCTURES 65A-65e



COMBINED PROFILE STRUCTURES 67-67A

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SHEET

Sewer Profiles (2 of 2)

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03-04-25	ADDENDUM 2

DRAWN BY: L. Gross

DESIGNED BY: P. Tulikangas

APPROVED BY: P. Tulikangas

DATE: February 20, 2025

SCALE: 1" = 20' / 1"=2'

20 10 0 10 20 30

NFE JOB NO. O310

SHEET NO. C09

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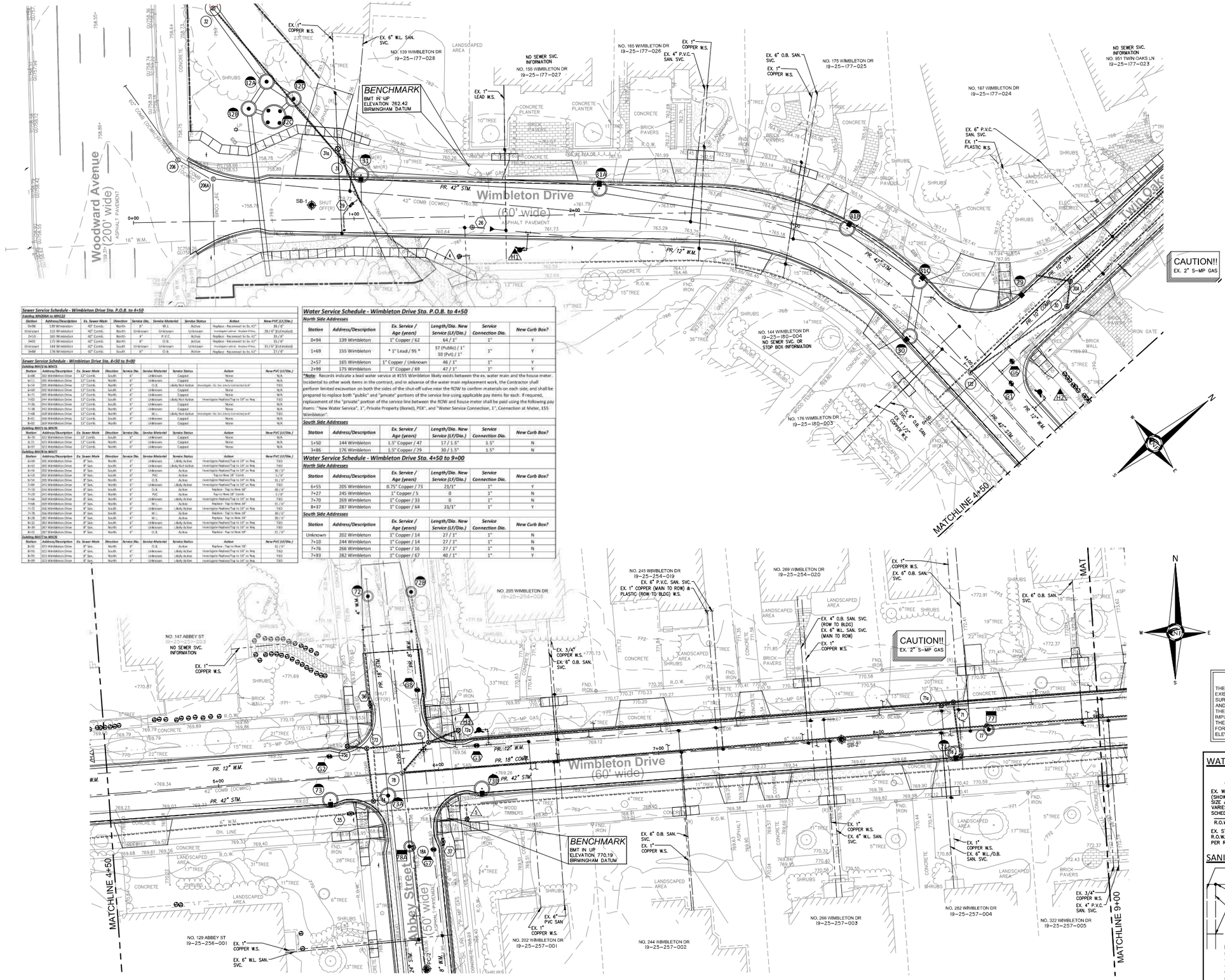


Sewer Service Schedule - Wimbleton Drive Sta. P.O.B. to 4+50

Existing MH2044 to MH122

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
Ex98	139 Wimbleton	42" Comb.	North	8"	W.L.	Active	Replace - Reconnect to Ex. 42"	35 / 6"
Unknown	155 Wimbleton	42" Comb.	North	Unknown	Unknown	Unknown	Investigate Lateral - Replace if Req.	28 / 6" (Estimated)
2+55	165 Wimbleton	42" Comb.	North	4"	P.V.C.	Active	Replace - Reconnect to Ex. 42"	35 / 6"
3+01	175 Wimbleton	42" Comb.	North	6"	O.B.	Active	Replace - Reconnect to Ex. 42"	35 / 6"
Unknown	144 Wimbleton	42" Comb.	South	Unknown	Unknown	Unknown	Investigate Lateral - Replace if Req.	35 / 6" (Estimated)
3+88	176 Wimbleton	42" Comb.	South	6"	O.B.	Active	Replace - Reconnect to Ex. 42"	37 / 6"

Sewer Service Schedule - Wimbleton Drive Sta. 4+50 to 9+00

Existing MH122 to MH172

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
4+08	202 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
4+11	205 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
4+54	205 Wimbleton Drive	12" Comb.	North	6"	O.B.	Likely Not Active	Investigate - Ex. Sv. Likely Connected to MH	TBD
4+69	200 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
4+71	205 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
5+02	244 Wimbleton Drive	12" Comb.	South	6"	Unknown	Likely Not Active	Investigate - Replace/Tap to 18" as Req.	TBD
5+36	264 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
5+38	245 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
5+68	268 Wimbleton Drive	12" Comb.	North	6"	W.L.	Likely Not Active	Investigate - Ex. Sv. Likely Connected to MH	TBD
8+01	266 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
8+02	260 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A

Existing MH172 to MH170

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
8+70	321 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
8+72	323 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
8+97	323 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A

Existing MH170 to MH67

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
6+40	205 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
6+52	200 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Not Active	Investigate - Replace/Tap to 18" as Req.	TBD
6+44	202 Wimbleton Drive	8" San.	South	6"	Unknown	Active	Investigate - Replace/Tap to 18" as Req.	30 / 6"
6+53	200 Wimbleton Drive	8" San.	South	6"	PVC	Active	Tap to New 18" Comb.	5 / 6"
6+54	205 Wimbleton Drive	8" San.	North	6"	O.B.	Active	Investigate - Replace/Tap to 18" as Req.	35 / 6"
7+04	245 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
7+10	264 Wimbleton Drive	8" San.	South	6"	O.B.	Active	Replace - Tap to New 18"	30 / 6"
7+29	245 Wimbleton Drive	8" San.	North	6"	PVC	Active	Tap to New 18" Comb.	5 / 6"
7+66	268 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
7+68	265 Wimbleton Drive	8" San.	North	6"	W.L.	Active	Replace - Tap to New 18"	35 / 6"
7+73	266 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
7+78	266 Wimbleton Drive	8" San.	South	6"	W.L.	Active	Replace - Tap to New 18"	30 / 6"
8+08	282 Wimbleton Drive	8" San.	South	6"	W.L.	Active	Replace - Tap to New 18"	30 / 6"
8+32	282 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
8+99	267 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD

Existing MH72 to MH67A

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
8+99	323 Wimbleton Drive	8" San.	North	6"	O.B.	Active	Replace - Tap to New 18"	5 / 6"
9+01	321 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
9+05	323 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD
9+09	323 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate - Replace/Tap to 18" as Req.	TBD

Water Service Schedule - Wimbleton Drive Sta. P.O.B. to 4+50

North Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
0+94	139 Wimbleton	1" Copper / 62	64 / 1"	1"	Y
1+69	155 Wimbleton	* 1" Lead / 95 *	37 (Public) / 1" 30 (Pvt) / 1"	1"	Y
2+57	165 Wimbleton	1" Copper / Unknown	46 / 1"	1"	Y
2+99	175 Wimbleton	1" Copper / 69	47 / 1"	1"	Y

***Note**: Records indicate a lead water service at #155 Wimbleton likely exists between the ex. water main and the house meter. Incidental to other work items in the contract, and in advance of the water main replacement work, the Contractor shall perform limited excavation on both the sides of the shut-off valve near the ROW to confirm materials on each side, and shall be prepared to replace both "public" and "private" portions of the service line using applicable pay items for each. If required, replacement of the "private" portion of the service line between the ROW and house meter shall be paid using the following pay items: "New Water Service", 1", Private Property (Bored), PEX", and "Water Service Connection, 1", Connection at Meter, 155 Wimbleton".

South Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
1+50	144 Wimbleton	1.5" Copper / 47	17 / 1.5"	1.5"	N
3+86	176 Wimbleton	1.5" Copper / 29	30 / 1.5"	1.5"	N

Water Service Schedule - Wimbleton Drive Sta. 4+50 to 9+00

North Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
6+55	205 Wimbleton	0.75" Copper / 73	21/1"	1"	Y
7+27	245 Wimbleton	1" Copper / 5	0	1"	N
7+70	269 Wimbleton	1" Copper / 33	0	1"	N
8+37	287 Wimbleton	1" Copper / 64	21/1"	1"	Y

South Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
Unknown	202 Wimbleton	1" Copper / 14	27 / 1"	1"	N
7+10	244 Wimbleton	1" Copper / 14	27 / 1"	1"	N
7+76	266 Wimbleton	1" Copper / 16	27 / 1"	1"	N
7+93	282 Wimbleton	1" Copper / 67	40 / 1"	1"	Y

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Service Plan -
P.O.B. to Sta. 9+00

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

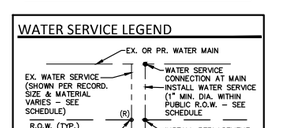
DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O310
SHEET NO. C10

UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

WATER SERVICE LEGEND



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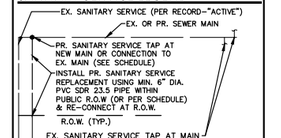

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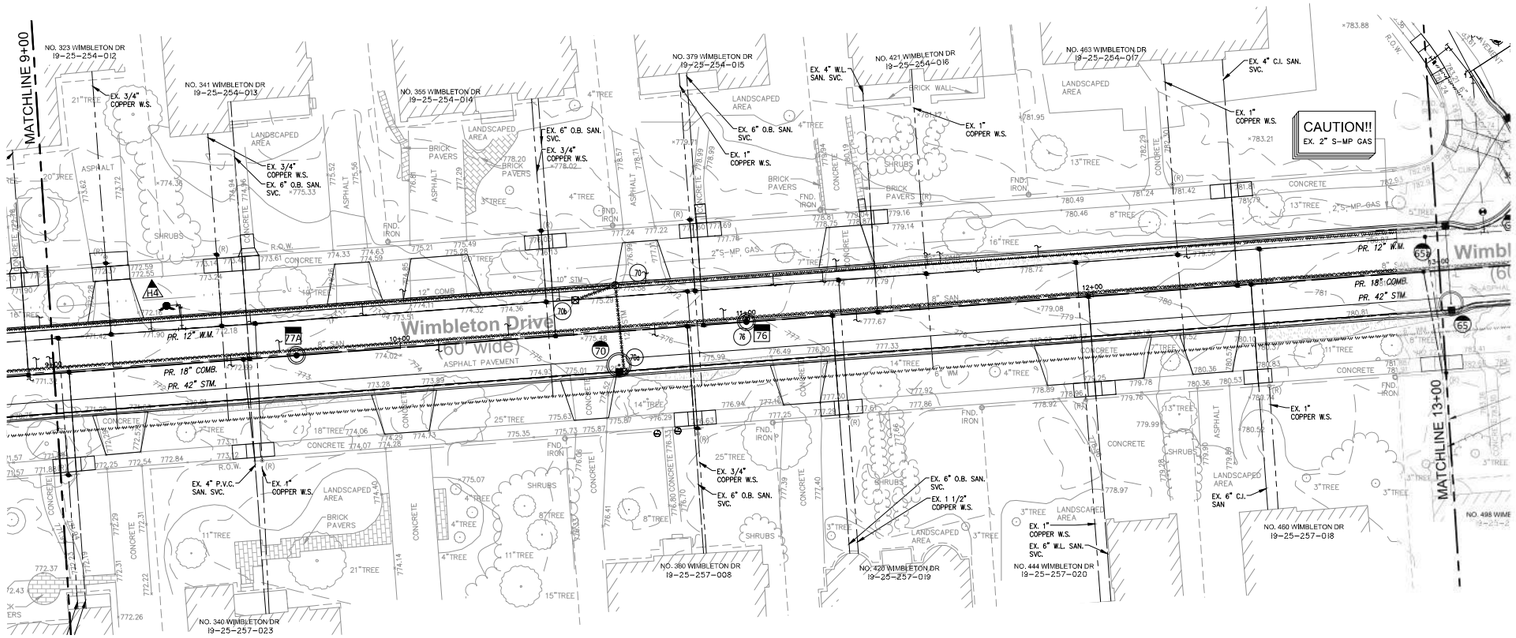

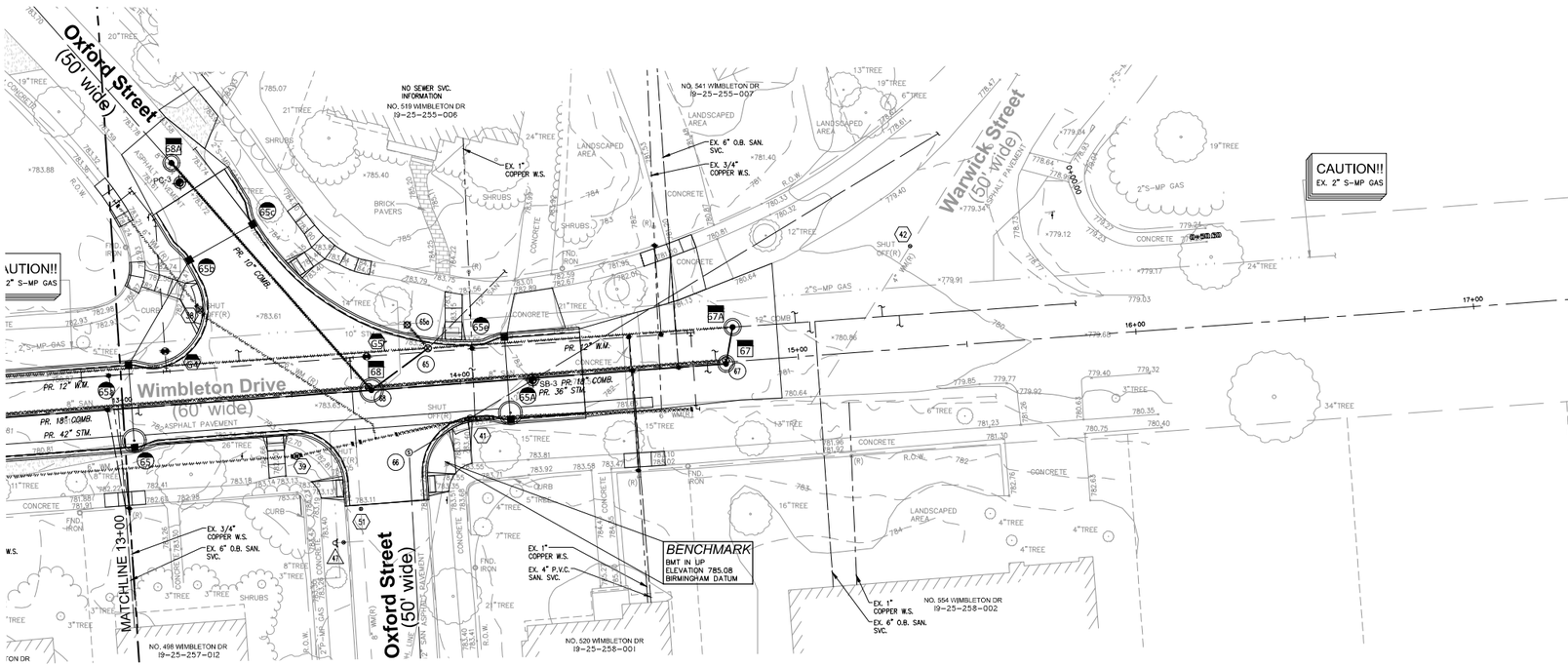

Sewer Service Schedule - Wimbleton Drive Sta. 9+00 to 13+00

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
Existing MH73 to MH70								
9+29	340 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
9+38	341 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
9+57	341 Wimbleton Drive	12" Comb.	North	6"	O.B.	Active	Replace - Tap to New 18"	31 / 6"
9+58	340 Wimbleton Drive	12" Comb.	South	6"	Unknown	Likely Not Active	Investigate-Replace/Tap to 18" as Req.	TBD
9+91	340 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
10+02	355 Wimbleton Drive	12" Comb.	North	6"	Unknown	Likely Not Active	Investigate-Replace/Tap to 18" as Req.	TBD
10+45	355 Wimbleton Drive	12" Comb.	North	6"	O.B.	Active	Replace - Tap to New 18"	31 / 6"
10+47	380 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
Existing MH70 to MH65								
10+72	379 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
10+88	379 Wimbleton Drive	12" Comb.	North	6"	O.B.	Active	Replace - Tap to New 18"	31 / 6"
11+08	420 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
11+23	420 Wimbleton Drive	12" Comb.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
11+27	421 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
11+53	421 Wimbleton Drive	12" Comb.	North	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
11+67	421 Wimbleton Drive	12" Comb.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
11+67	444 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
11+85	463 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
12+28	460 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
12+42	463 Wimbleton Drive	12" Comb.	North	4"	C.I.	Active	Replace - Tap to New 18"	31/ 6"
12+88	496 Wimbleton Drive	12" Comb.	South	6"	Unknown	Capped	None	N/A
Existing MH77 to MH78								
9+04	322 Wimbleton Drive	8" San.	South	4"	PVC	Active	Replace - Tap to New 18"	30 / 6"
9+51	340 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
9+65	341 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
10+11	340 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
10+31	355 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
10+73	380 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
10+83	380 Wimbleton Drive	8" San.	South	6"	O.B.	Active	Replace - Tap to New 18"	30 / 6"
10+93	379 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
Existing MH76 to MH68								
11+25	420 Wimbleton Drive	8" San.	South	6"	O.B.	Active	Replace - Tap to New 18"	30 / 6"
11+32	420 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
11+99	444 Wimbleton Drive	8" San.	South	6"	W.L.	Active	Replace - Tap to New 18"	30 / 6"
12+46	460 Wimbleton Drive	8" San.	South	6"	C.I.	Active	Replace - Tap to New 18"	30 / 6"
12+99	498 Wimbleton Drive	8" San.	South	6"	O.B.	Active	Replace - Tap to New 18"	30 / 6"

Sewer Service Schedule - Wimbleton Drive Sta. 13+00 to P.O.E.

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
Existing MH70 to MH65								
13+35	519 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
13+78	519 Wimbleton Drive	12" Comb.	North	6"	Unknown	Capped	None	N/A
Existing MH65 to MH61								
14+51	520 Wimbleton Drive	12" Comb.	South	6"	PVC	Active	Replace - Tap to New 18"	30 / 6"
14+64	541 Wimbleton Drive	12" Comb.	North	6"	O.B.	Active	Replace - Tap to New 18"	38 / 6"
Existing MH76 to MH68								
13+05	498 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
Existing MH68 to MH67								
14+04	519 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
14+73	554 Wimbleton Drive	8" San.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD
14+76	541 Wimbleton Drive	8" San.	North	6"	Unknown	Likely Active	Investigate-Replace/Tap to 18" as Req.	TBD

Water Service Schedule - Wimbleton Drive Sta. 9+00 to 13+00

North Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
9+17	323 Wimbleton	0.75" Copper / 73	21/1"	1"	Y
9+43	341 Wimbleton	0.75" Copper / 75	21/1"	1"	Y
10+43	355 Wimbleton	0.75" Copper / 69	23/1"	1"	Y
10+86	379 Wimbleton	1" Copper / 63	21/1"	1"	Y
11+53	421 Wimbleton	1" Copper / 5	0	1"	N
12+25	463 Wimbleton	1" Copper / 33	0	1"	N

South Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
9+02	322 Wimbleton	0.75" Copper / 72	40 / 1"	1"	Y
9+59	340 Wimbleton	1" Copper / 35	28 / 1"	1"	N
10+84	380 Wimbleton	0.75" Copper / 67	40 / 1"	1"	Y
11+27	420 Wimbleton	1.5" Copper / 24	28 / 1.5"	1.5"	N
11+96	444 Wimbleton	1" Copper / 38	28 / 1"	1"	N
12+49	460 Wimbleton	1" Copper / 4	28 / 1"	1"	N
13+08	498 Wimbleton	0.75" Copper / 72	40 / 1"	1"	Y

Water Service Schedule - Wimbleton Drive Sta. 13+00 to P.O.E.

North Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
14+04	519 Wimbleton	1" Copper / 5	0	1"	N
14+59	541 Wimbleton	0.75" Copper / 46	27/1"	1"	Y

South Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
14+51	520 Wimbleton	1" Copper / 69	40 / 1"	1"	Y

UTILITY NOTE

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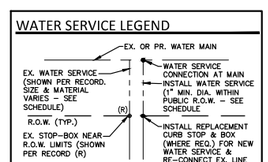
WATER SERVICE LEGEND



SANITARY SERVICE LEGEND



NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Service Plan - Sta.
9+00 to P.O.E.

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. O310
SHEET NO. C11

8A

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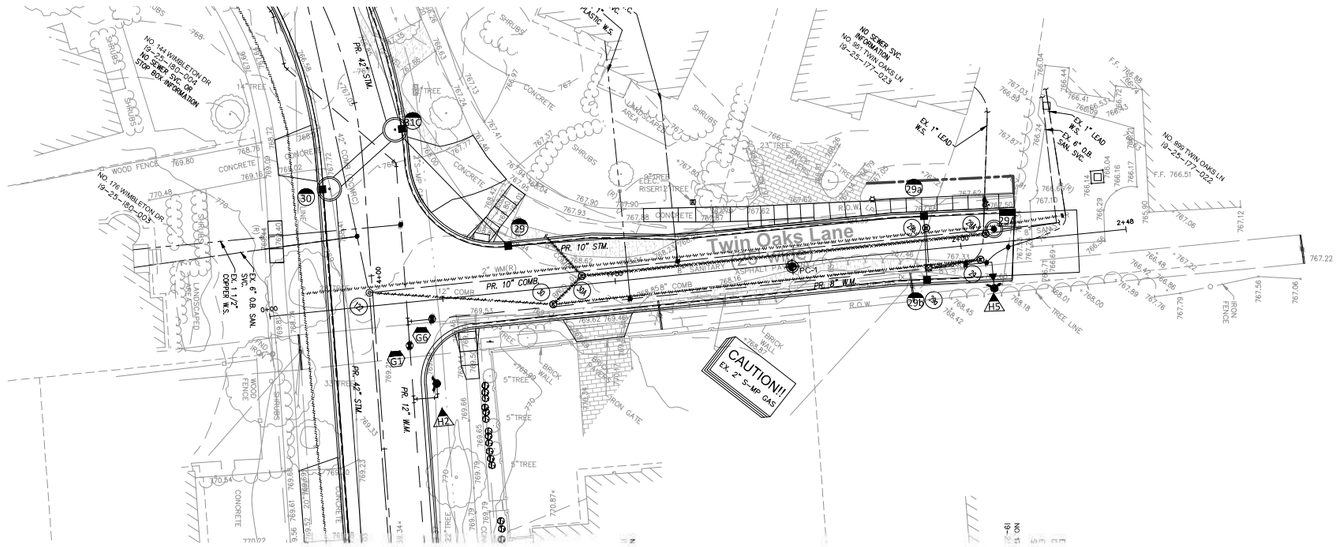




Sewer Service Schedule - Twin Oaks Lane Sta. P.O.B. to P.O.E.

Existing MH18A to MH29B

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
1+58	187 Wimbleton	8" San.	West	6"	P.V.C.	Active	Tap new 10" Comb.	5 / 6"
Unknown	951 Twin Oaks	Unknown	West	Unknown	D.B.	Active	Investigate Lateral - Replace 10" Comb.	30 / 6" (Estimated)
2+08	999 Twin Oaks	8" San.	West	6"	D.B.	Active	Verify Lateral - Extend & Replace 10" Comb.	20 / 6"

Sewer Service Schedule - Abbey Street Sta. P.O.B. to P.O.E.

Existing MH18A to MH22

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
0+92	111 Abbey	8" San.	West	4"	C.I.	Active	Replace - Tap to New 10"	24 / 6"
1+18	129 Abbey	8" San.	West	6"	W.I.	Active	Replace - Tap to New 10"	24 / 6"

Existing MH18 to MH22

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
Unknown	147 Abbey	42" Comb.	West	Unknown	Unknown	Unknown	Investigate Lateral - Replace if Req.	24 / 6" (Estimated)

Water Service Schedule - Twin Oaks Lane Sta. P.O.B. to P.O.E.

West Side Addresses

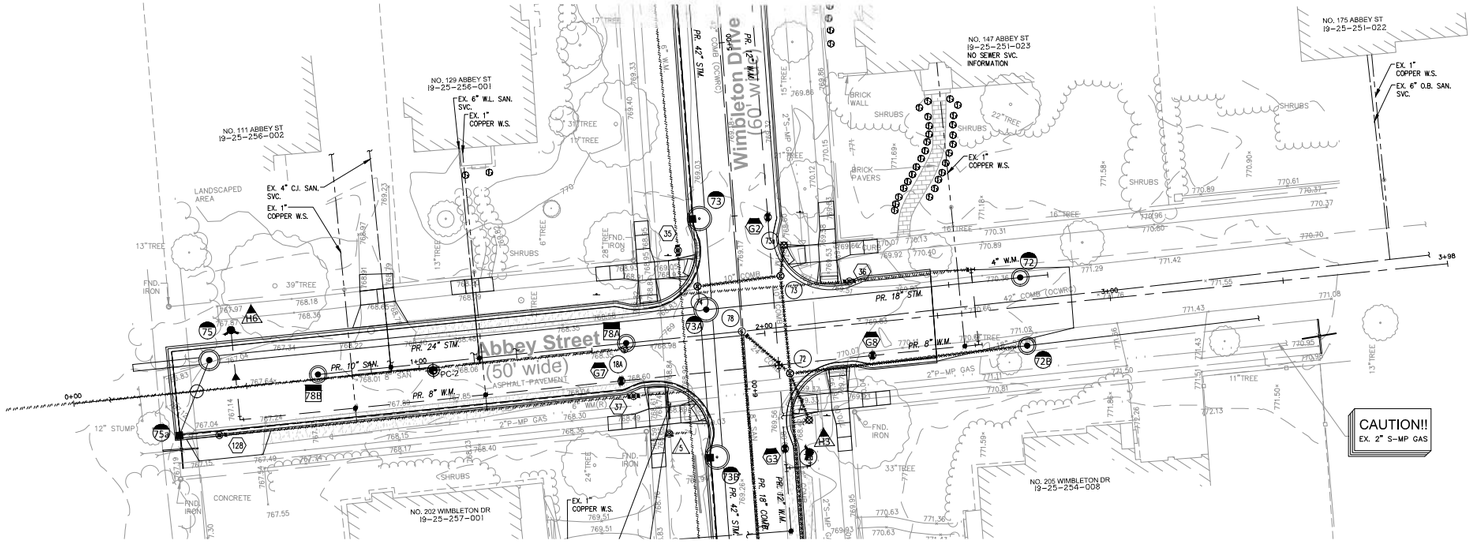
Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
1+04	187 Wimbleton	1" PEX / 6	11 / 1" (PEX)	1"	N
2+06	951 Twin Oaks	" 1" Lead / 77 "	21 (Public) / 1" 40 (Pvt) / 1"	1"	Y
2+08	999 Twin Oaks	" 1" Lead / 70 "	8 (Public) / 1" 65 (Pvt) / 1"	1"	Y

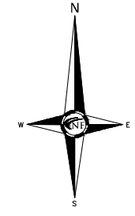
Note: Records indicate that lead water services at 4951 & 4999 Twin Oaks Lane likely exist between the ex. water main and the house meter. Incidental to other work items in the contract, and in advance of the water main replacement work, the Contractor shall perform limited excavation on both the sides of the shut-off valve near the ROW to confirm materials on each side, and shall be prepared to replace both "public" and "private" portions of the service line using applicable pay items for each. If required, replacement of the "private" portion of the service line between the ROW and house mater shall be paid using the following pay items: "New Water Service", 1", Private Property (Bored), PEX", and "Water Service Connection, 1", Connection at Meter, 951 (or 999) Twin Oaks".

Water Service Schedule - Abbey Street Sta. P.O.B. to P.O.E.

West Side Addresses

Station	Address/Description	Ex. Service / Age (years)	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
0+81	111 Abbey	1" Copper / 4	0	1"	N
1+69	129 Abbey	1" Copper / 57	0	1"	N
2+57	147 Abbey	1" Copper / 45	46 / 1"	1"	Y





SANITARY SERVICE NOTE:
EXISTING SEWER SERVICES FOR 111 & 129 ABBEY STREET SHALL BE FIELD VERIFIED TO CONFIRM LOCATION AND ELEVATION PRIOR TO PERFORMING MAIN LINE SEWER WORK IN THE AREA. VERIFICATION WILL BE INCIDENTAL & WILL NOT BE INCLUDED AS AN ADDITIONAL PAY ITEM.

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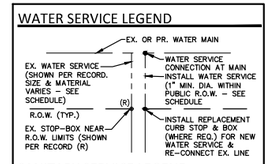
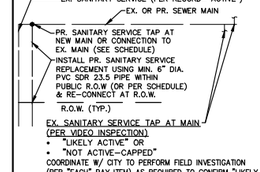
WATER SERVICE LEGEND



SANITARY SERVICE LEGEND



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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 0557929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Utility Service Plan - Twin Oaks Lane & Abbey Street

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O310
SHEET NO. C12

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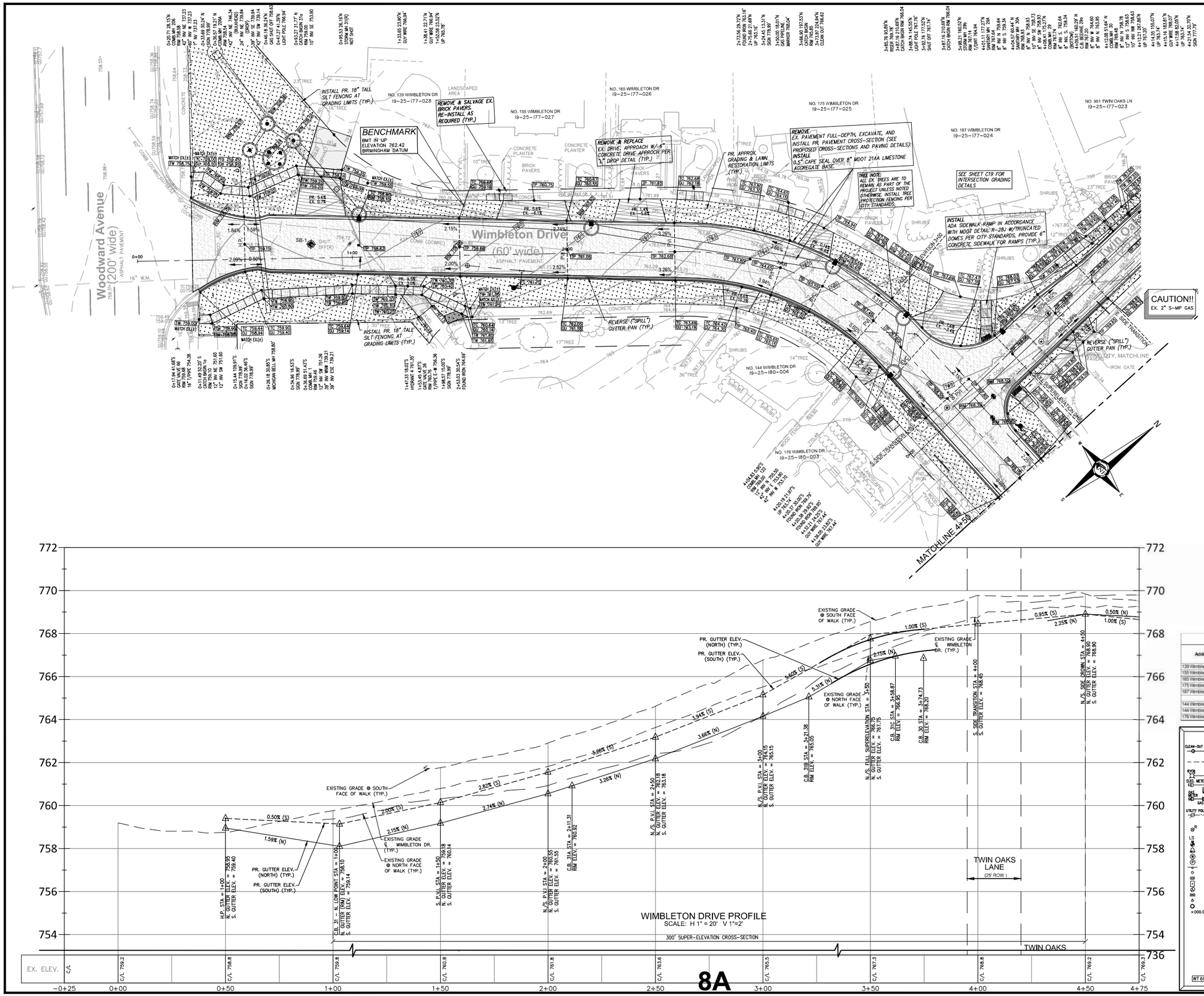

Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
139 Wimbleton	17.6	23.6	18.1	41.3	1.5
155 Wimbleton	28.5	34.5	9.0	31.6	1.5
165 Wimbleton	18.9	24.6	10.7	25.7	1.5
175 Wimbleton	10.0	16.0	11.2	16.2	1.5
187 Wimbleton	15.9	23.4	22.4	42.5	1.5
144 Wimbleton (S/W)	11.4	17.4	5.0	8.0	1.5
144 Wimbleton (N/E)	11.7	17.7	10.0	16.5	1.5
176 Wimbleton	10.3	16.3	11.1	16.2	1.5

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (7" HMA ON 6" 21AA)
- PR. BITUMINOUS OVERSEAL
- PR. 18" MD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS
- TC 600.00 PR. TOP OF CURB ELEVATION
- GU 600.00 PR. GUTTER ELEVATION
- TW 600.00 PR. TOP OF WALK ELEVATION
- TP 600.00 PR. TOP OF PVMT. ELEVATION
- FG 600.00 FINISH GRADE ELEVATION
- WT 600.00 WB 600.00 WALL TOP/BOTTOM ELEVATION

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Paving Project
Contract #6-25(W)

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Oakland County, Michigan

SHEET
Paving and Grading - Wimbleton - P.O.B. to Sta. 4+50

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SHEET NO. C13

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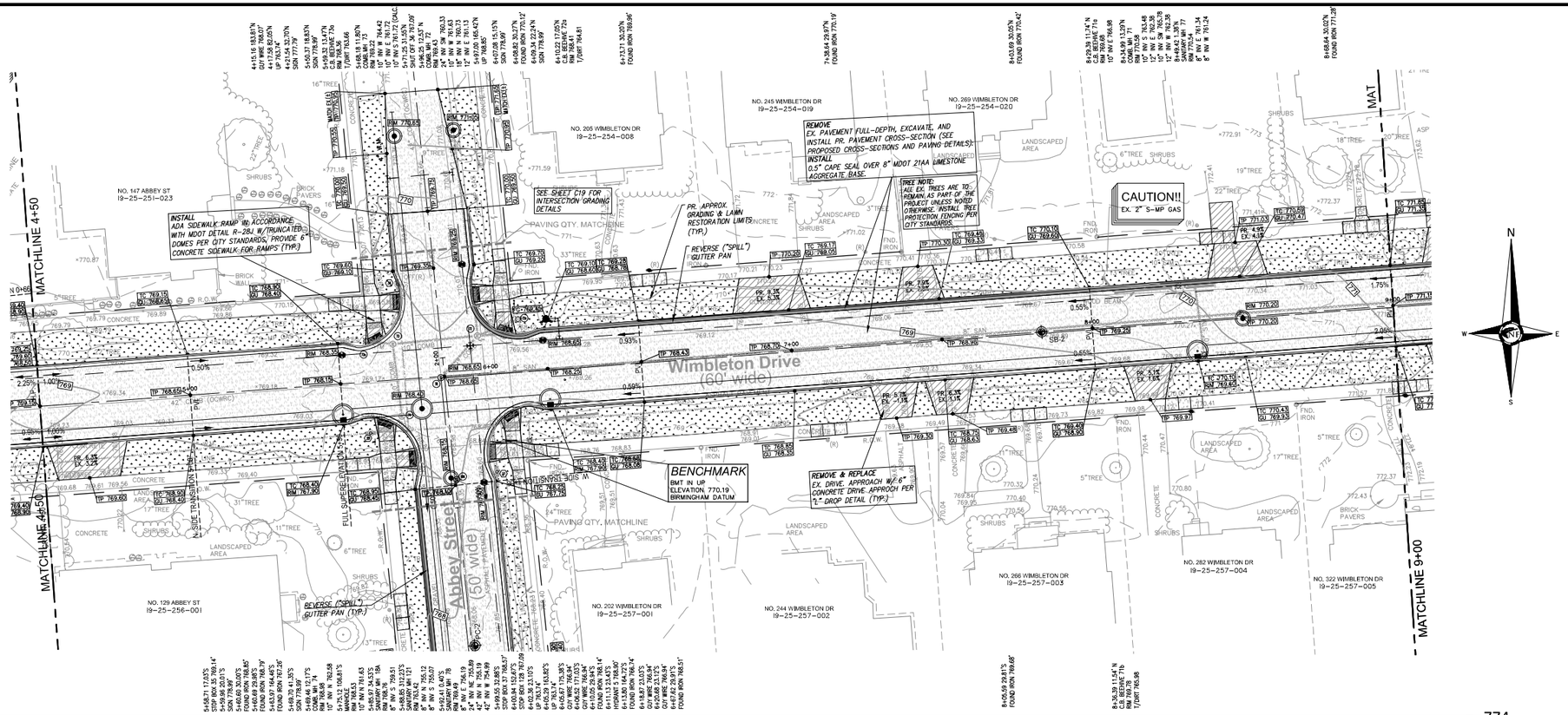

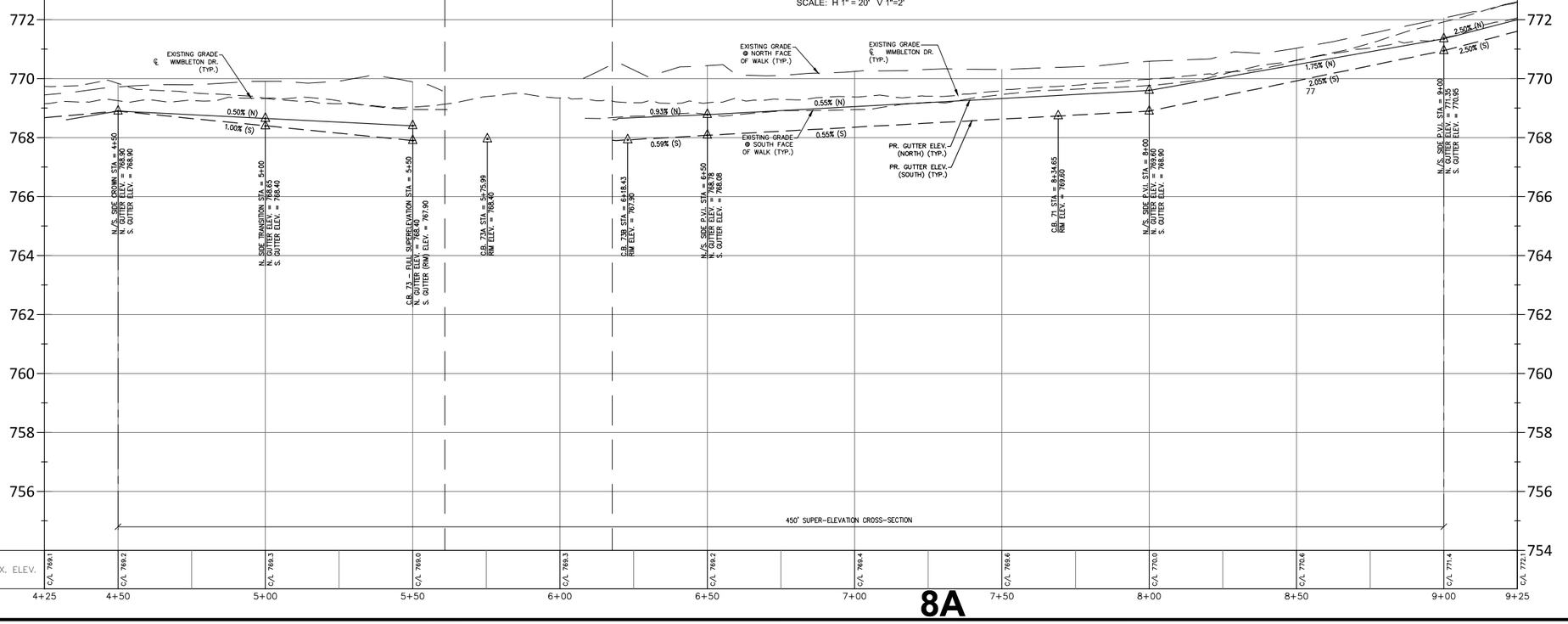

Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
245 Wimbleton	19.9	25.9	11.4	29.0	1.5
269 Wimbleton	10.0	16.0	11.2	16.2	1.5
287 Wimbleton	13.9	19.9	11.4	29.6	1.5
129 Abbey	20.5	26.5	11.4	29.8	1.5
224 Wimbleton	10.0	16.0	11.4	16.5	1.5
266 Wimbleton	10.2	16.2	11.4	16.8	1.5
282 Wimbleton	10.0	16.0	11.6	16.8	1.5

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
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- GU 600.00 — PR. GUTTER ELEVATION
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- FG 600.00 — FINISH GRADE ELEVATION
- WT 600.00 / WB 600.00 — WALL TOP/BOTTOM ELEVATION

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LICENSED PROFESSIONAL ENGINEER

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City of Birmingham
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Paving Project
Contract #6-25(W)

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SHEET
Paving and Grading - Wimbleton - Sta. 4+50 to Sta. 9+00

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NFE JOB NO. O310
SHEET NO. C14

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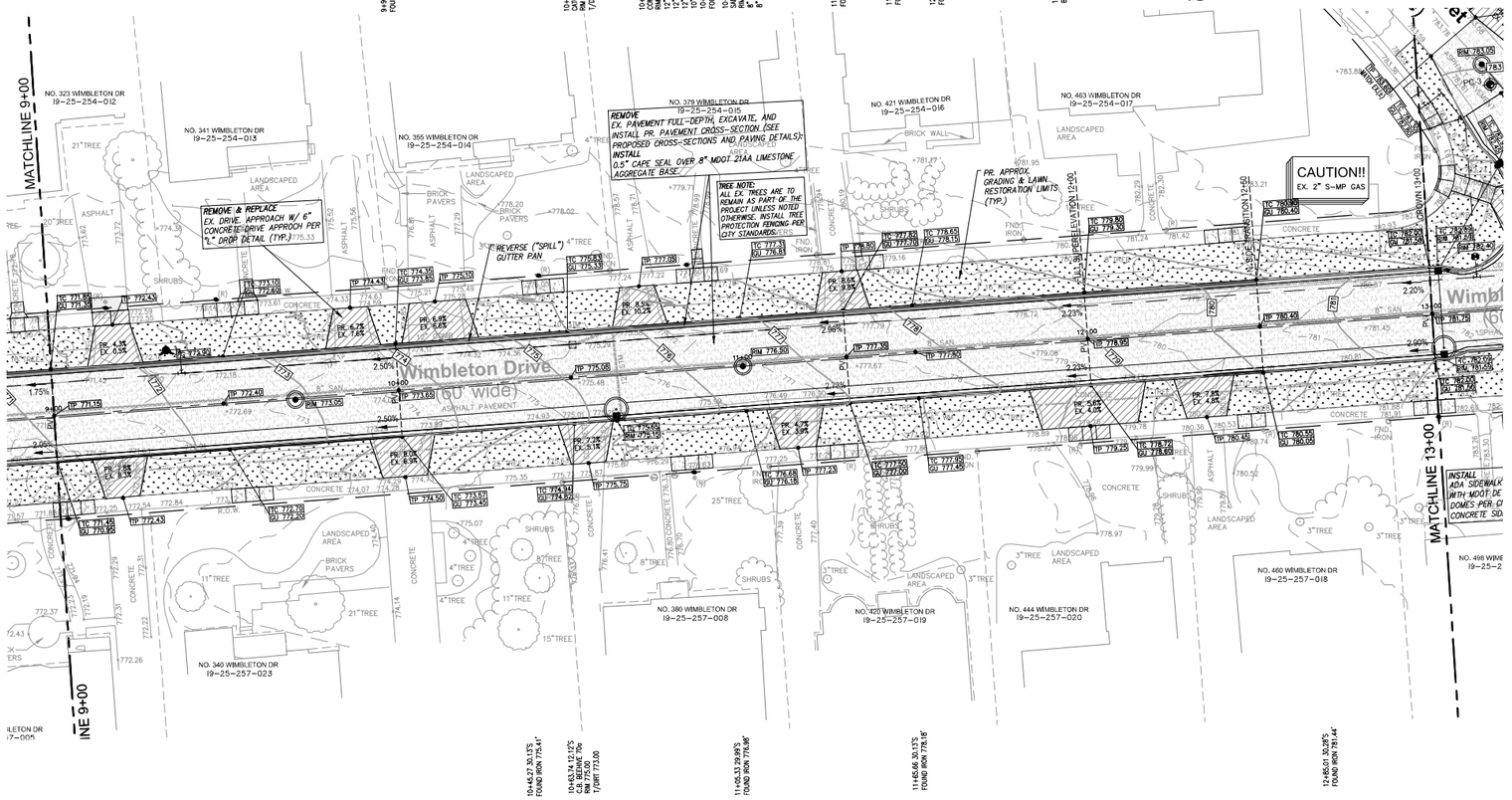

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APPROVED BY: P. Tulikangas

DATE: February 20, 2024

SCALE: 1" = 20' / 1"=2'

20 10 0 10 20 30

NFE JOB NO. O310

SHEET NO. C15

Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
323 Wimbleton	10.1	16.1	11.5	16.8	1.5
341 Wimbleton	10.0	16.0	11.3	16.3	1.5
355 Wimbleton	16.3	22.3	11.3	24.2	1.5
379 Wimbleton	10.0	16.0	11.3	16.3	1.5
421 Wimbleton	10.0	16.0	11.3	16.3	1.5
322 Wimbleton	10.0	19.0	11.5	16.5	1.5
340 Wimbleton	12.9	18.9	11.5	20.3	1.5
360 Wimbleton	10.0	16.0	11.7	16.8	1.5
420 Wimbleton	10.5	16.5	11.7	17.5	1.5
444 Wimbleton	27.8	33.8	11.7	40.0	1.5
460 Wimbleton	11.5	17.5	11.6	18.6	1.5

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- x000.00 GROUND ELEVATION
- EX PAVERS
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21AA)
- PR. BITUMINOUS CAPESEAL
- PR. 18" MD. CONC. CURB & GUTTER
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- TP 600.00 PR. TOP OF PVMT. ELEVATION
- FG 600.00 FINISH GRADE ELEVATION
- WT 600.00 WB 600.00 WALL TOP/BOTTOM ELEVATION

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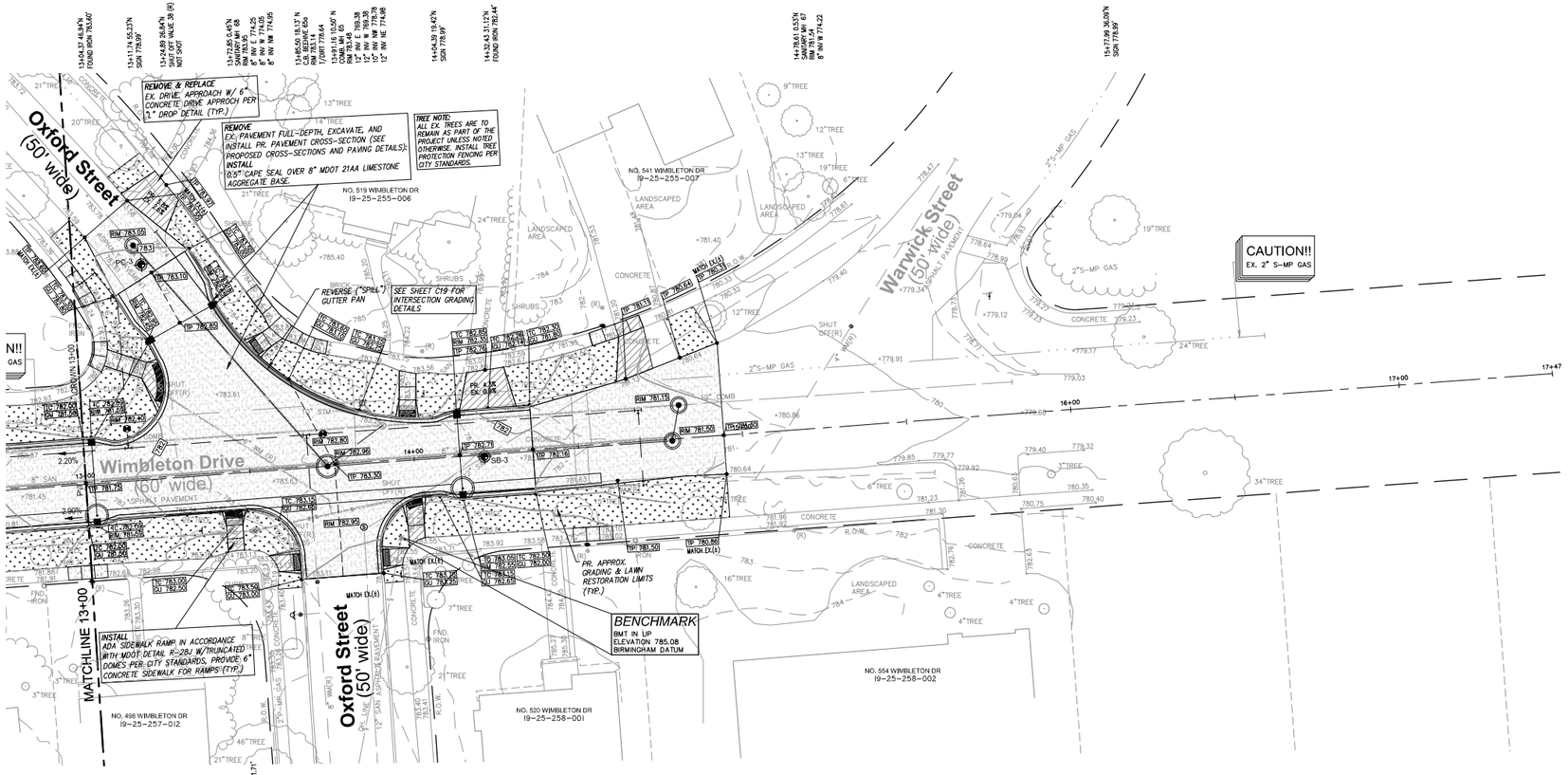

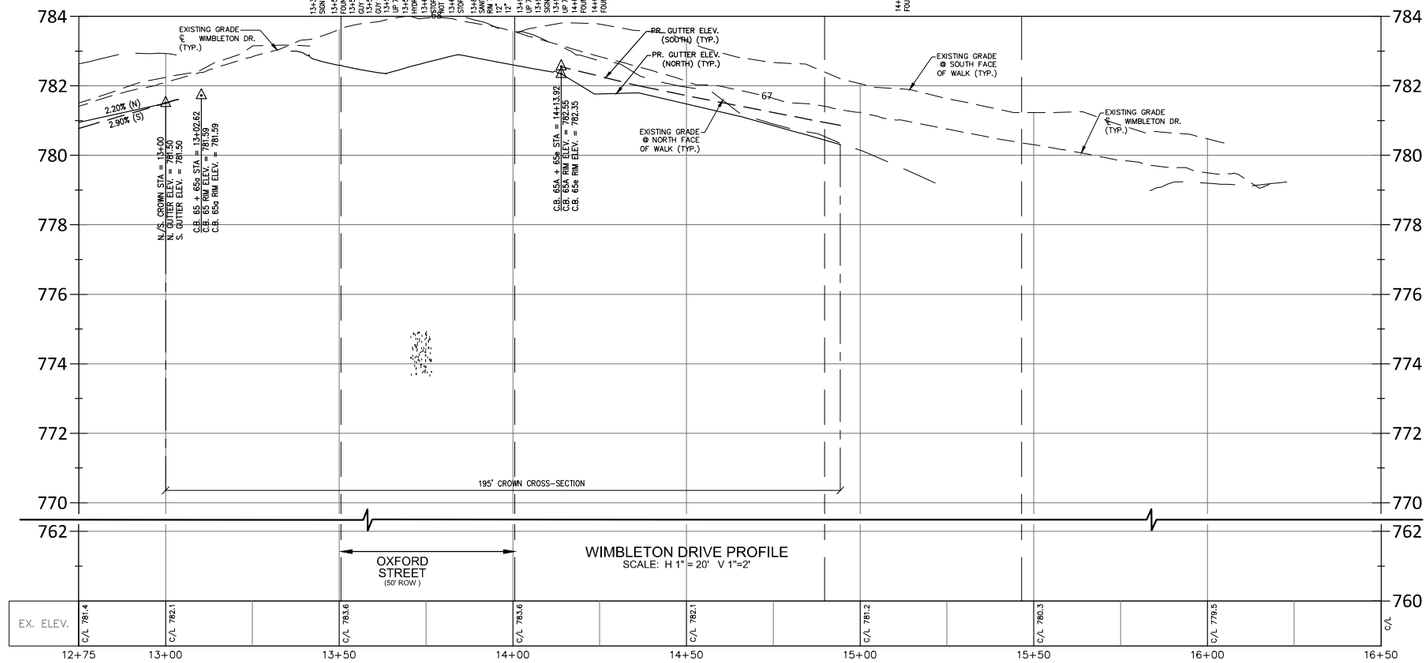

8A

Driveway Schedule					
Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
950 Oxford	11.3	17.8	11.1	17.9	1.5
519 Wimbleton	11.3	17.3	11.6	18.5	1.5
541 Wimbleton	8.0	11.8	12.7	13.9	1.5

LEGEND

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STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 0579029
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

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SHEET
Paving and Grading - Wimbleton - Sta. 13+00 to P.O.E.

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03-04-25	ADDENDUM 2

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NFE JOB NO. O310
SHEET NO. C16

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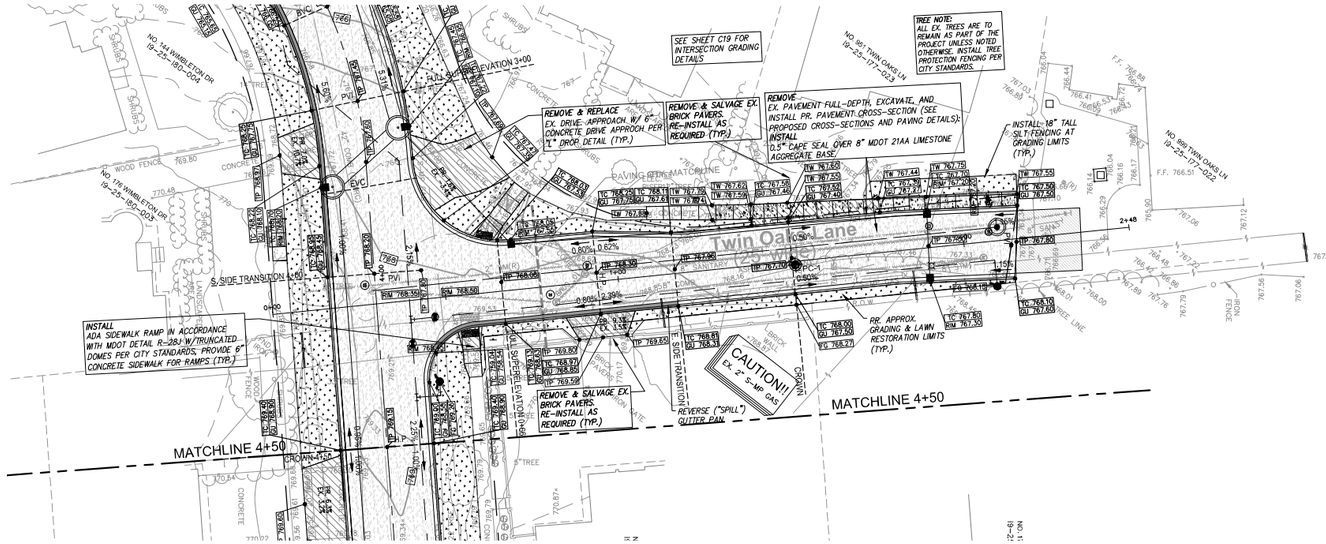

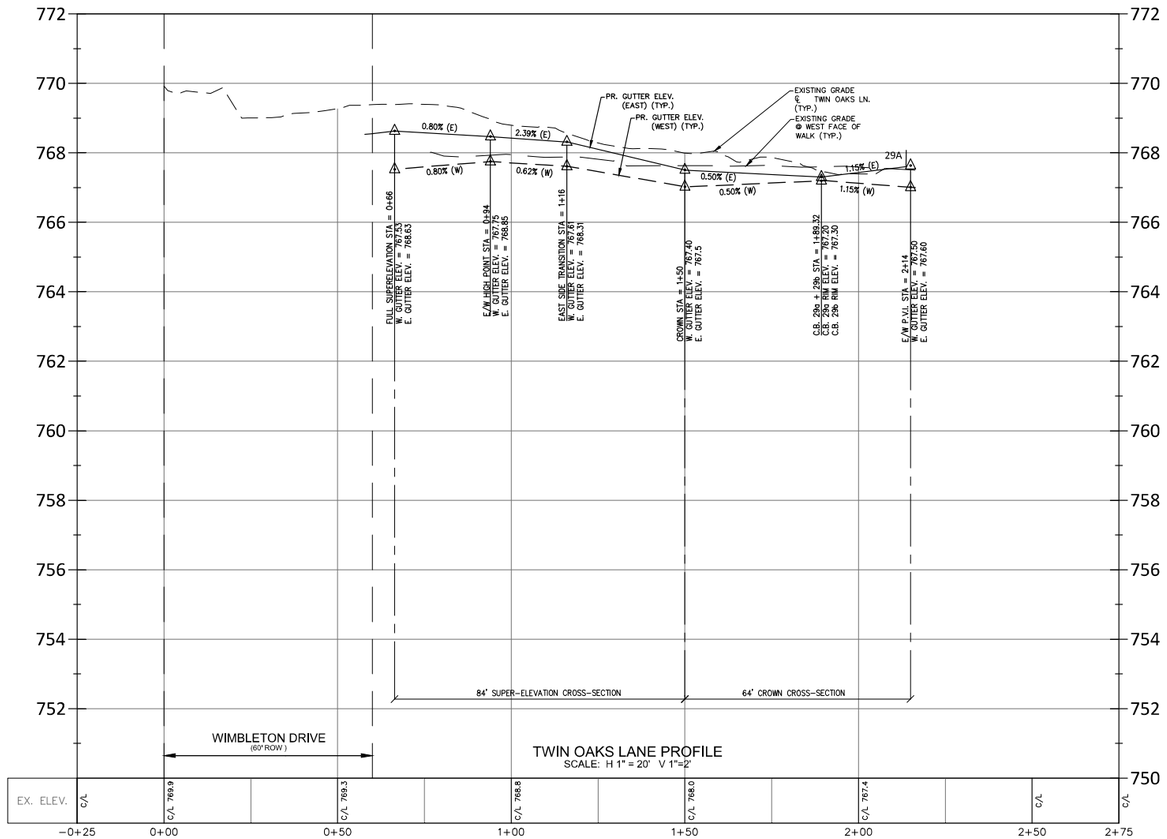

8A

Driveway Schedule					
Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
147 Abbey	13.8	20.1	6.7	12.6	1.5

LEGEND

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STATE OF MICHIGAN — PAUL TULIKANGAS — ENGINEER NO. 0579929 — LICENSED PROFESSIONAL ENGINEER

PROJECT

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Wimbleton Drive
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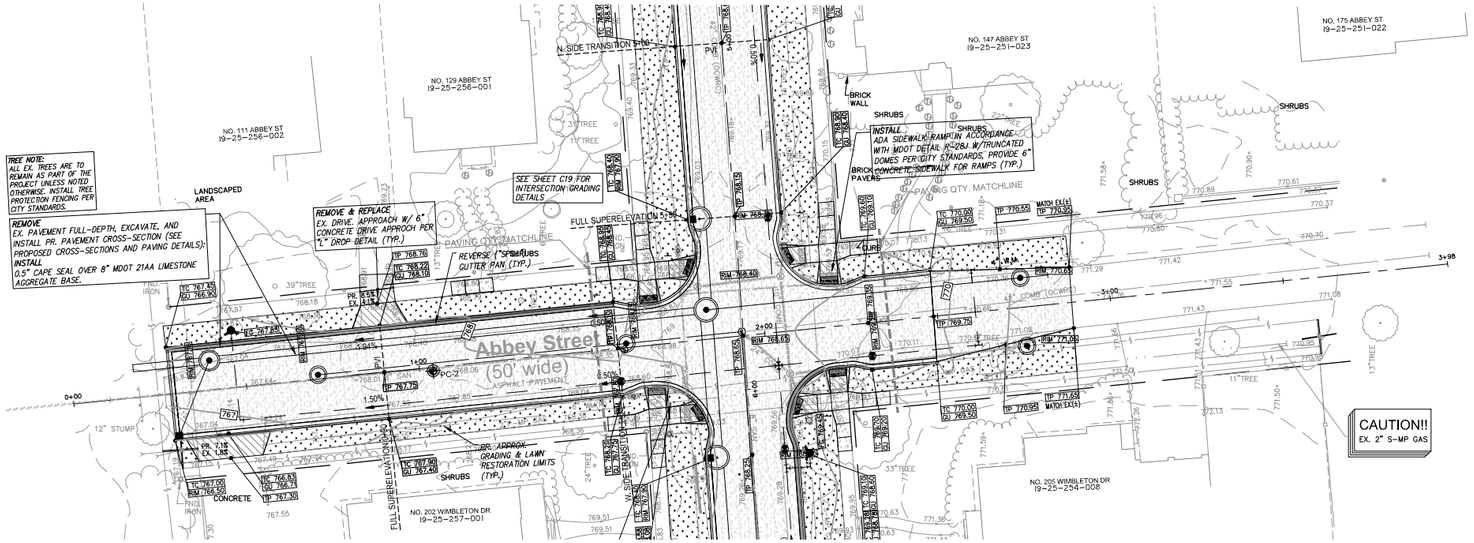



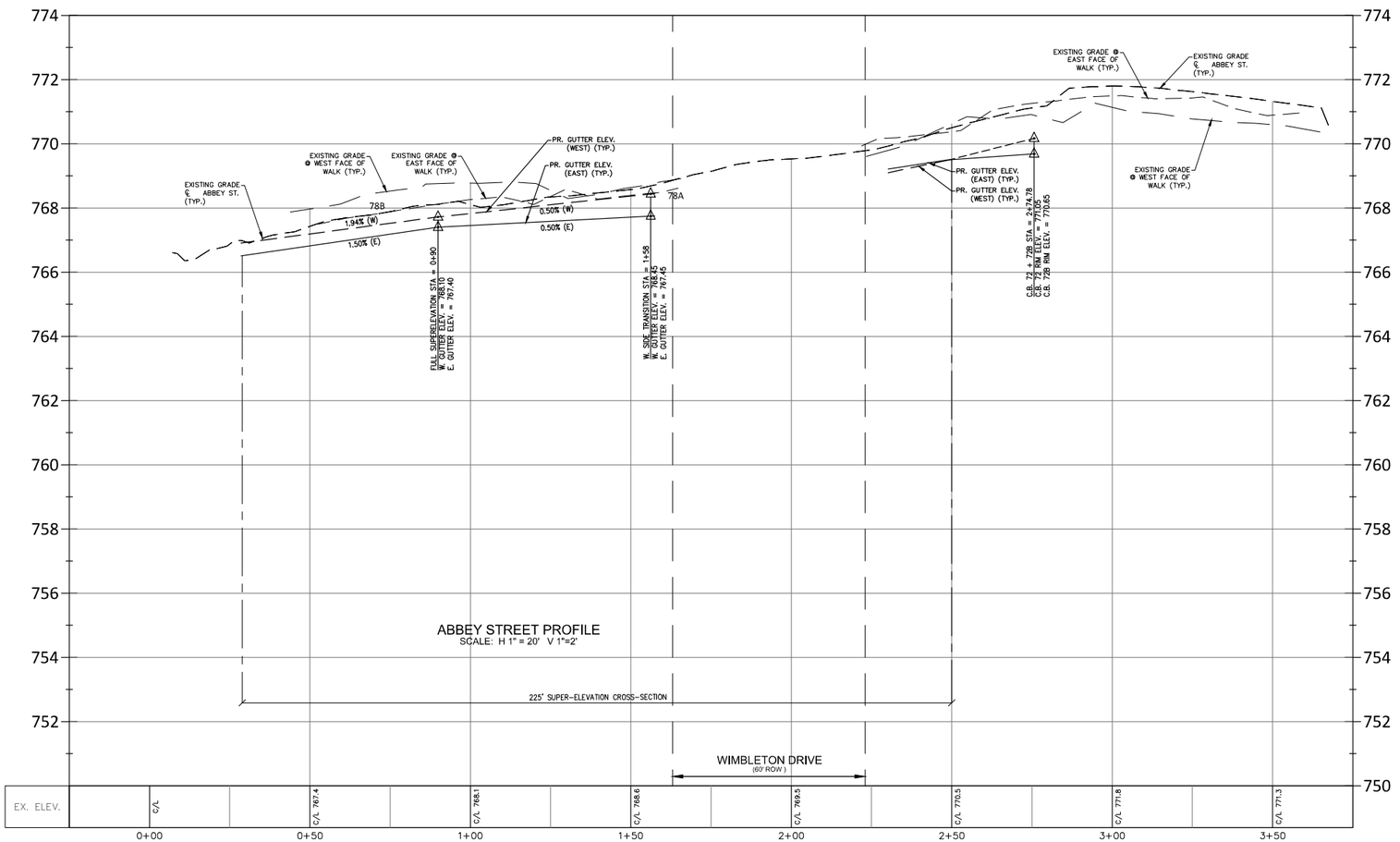

8A

Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
111 Abbey	10.0	16.0	6.4	9.2	1.5
202 Wimbleton	18.5	24.5	6.6	15.8	1.5

LEGEND

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SHEET NO. C18

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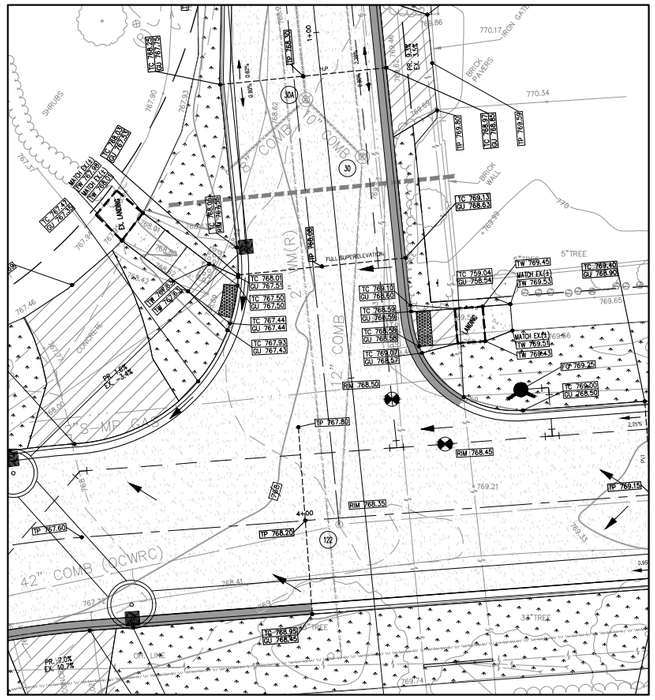
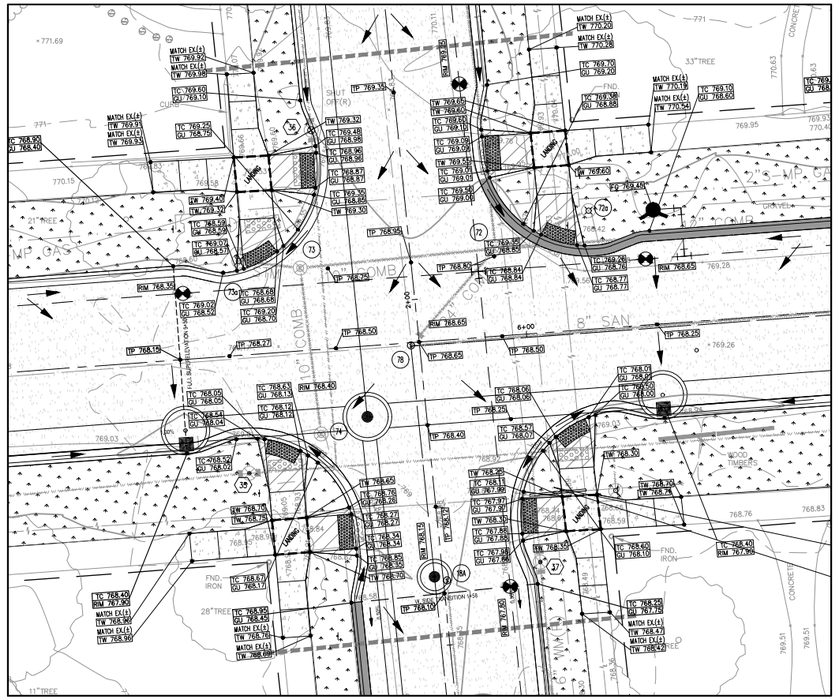
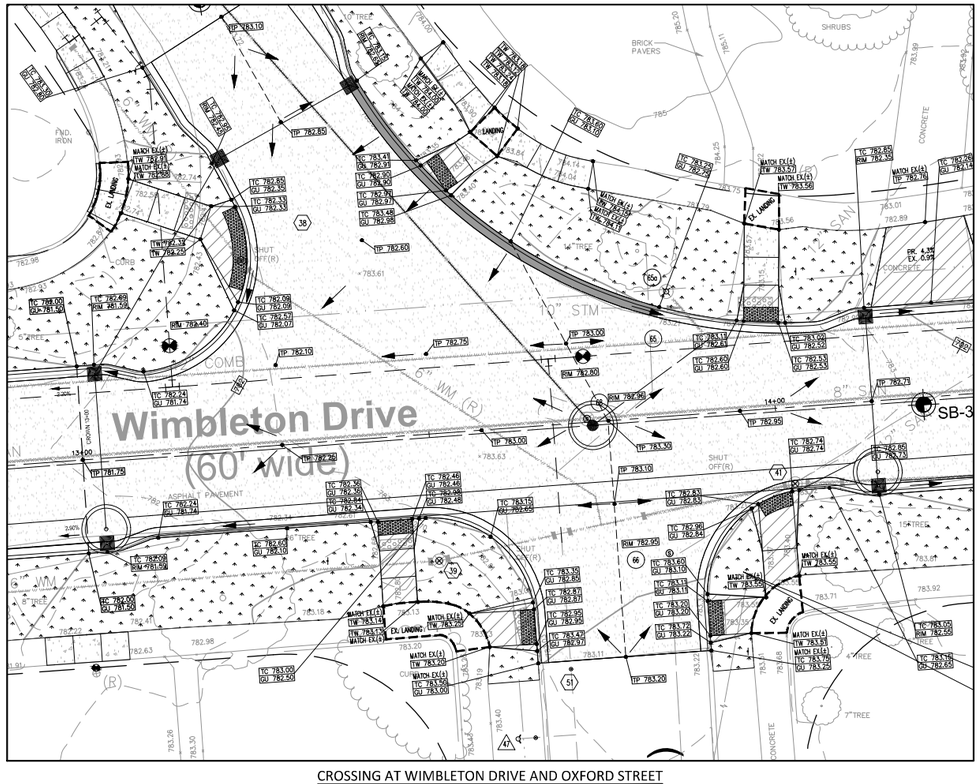


CROSSING AT WIMBLETON DRIVE AND TWIN OAKS LANE



CROSSING AT WIMBLETON DRIVE AND ABBEY ROAD



CROSSING AT WIMBLETON DRIVE AND OXFORD STREET

ADA COMPLIANCE NOTES

SIDEWALK FLAGS, RAMPS, AND LANDINGS SHALL BE INSTALLED AS INDICATED ON THE PLANS AND AS FOLLOWS:

SIDEWALK REQUIREMENTS:

THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:20. THE CROSS SLOPE OF WALKING SURFACES SHALL NOT BE STEEPER THAN 1:48.

CHANGES IN LEVEL OF ¼ INCH HIGH MAXIMUM SHALL BE PERMITTED TO BE VERTICAL.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

RAMP REQUIREMENTS:

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.

THE CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:48.

THE LONGITUDINAL SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 1:12.

WHERE PROVIDED, CURB RAMP FLARES SHALL NOT BE STEEPER THAN 1:10.

THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHES MAXIMUM.

COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20. THE ADJACENT SURFACES AT TRANSITIONS AT CURB RAMPS TO WALKS, GUTTERS, AND STREETS SHALL BE AT THE SAME LEVEL.

CURB RAMPS WITH A RUNNING SLOPE EQUAL OR LESS THAN 1:20 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 1:48 PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

CURB RAMPS AND THE FLARED SIDES OF CURB RAMPS SHALL BE LOCATED SO THAT THEY DO NOT PROJECT INTO VEHICULAR TRAFFIC LANES, PARKING SPACES, OR PARKING ACCESS AISLES. CURB RAMPS AT MARKED CROSSINGS SHALL BE WHOLLY CONTAINED WITHIN THE MARKINGS, EXCLUDING ANY FLARED SIDES.

WHEN 60 INCH (5 FOOT) MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 48 INCHES (4 FEET) AND LANDINGS TO NOT LESS THAN 48" x 48" (4' x 4').

DIAGONAL OR CORNER TYPE CURB RAMPS WITH RETURNED CURBS OR OTHER WELL-DEFINED EDGES SHALL HAVE THE EDGES PARALLEL TO THE DIRECTION OF PEDESTRIAN FLOW. THE BOTTOM OF DIAGONAL CURB RAMPS SHALL HAVE A CLEAR SPACE 48 INCHES (4 FEET) MINIMUM OUTSIDE ACTIVE TRAFFIC LANES OF THE ROADWAY. DIAGONAL CURB RAMPS PROVIDED AT MARKED CROSSINGS SHALL PROVIDE THE 48 INCHES (4 FEET) MINIMUM CLEAR SPACE WITHIN THE MARKINGS. DIAGONAL CURB RAMPS WITH FLARED SIDES SHALL HAVE A SEGMENT OF CURB 24 INCHES (2 FEET) LONG MINIMUM LOCATED ON EACH SIDE OF THE CURB RAMP AND WITHIN THE MARKED CROSSING.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COURSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

DETECTABLE WARNING SURFACE COVERAGE IS 24 INCHES (2 FEET) 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 INCHES MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND / OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

RAMPS SHALL HAVE LANDINGS AT THE TOP AND BOTTOM OF EACH RAMP RUN. SEE BELOW FOR LANDING REQUIREMENTS.

LANDING REQUIREMENTS:

LANDING SLOPES NOT STEEPER THAN 1:48 SHALL BE PERMITTED.

LANDINGS SHALL BE PROVIDED AT THE TOPS OF CURB RAMPS. THE LANDING CLEAR LENGTH SHALL BE 36 INCHES (3 FEET) MINIMUM. THE LANDING CLEAR WIDTH SHALL BE AT LEAST AS WIDE AS THE CURB RAMP, EXCLUDING FLARED SIDES, LEADING TO THE LANDING.

RAMPS THAT CHANGE DIRECTION BETWEEN RUNS AT LANDINGS SHALL HAVE A CLEAR LANDING 60 INCHES (5 FEET) MINIMUM BY 60 INCHES (5 FEET) MINIMUM.

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (3" HMA ON 8" 21AA)
- PR. BITUMINOUS CAPESEAL
- PR. 18" MD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- ×000.00 GROUND ELEVATION

TC 600.00	PR. TOP OF CURB ELEVATION
GU 600.00	PR. GUTTER ELEVATION
TW 600.00	PR. TOP OF WALK ELEVATION
TP 600.00	PR. TOP OF PVMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
WT 600.00 / WB 600.00	WALL TOP/BOTTOM ELEVATION

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Intersection and Sidewalk Grading Details

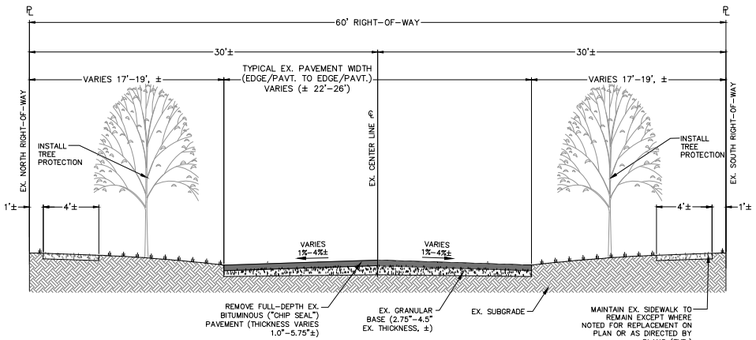
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2024
SCALE: 1" = 10'

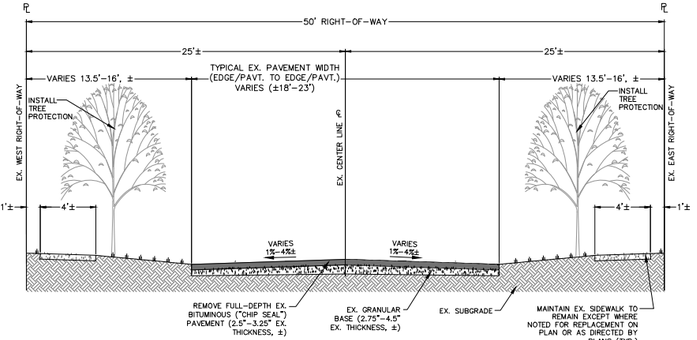
NFE JOB NO. O310
SHEET NO. C19

\2020 - 2000 Files\0000-FILES\0310\Office\Construction Documents\0310_PSD.dwg 3/5/2025 12:54 PM



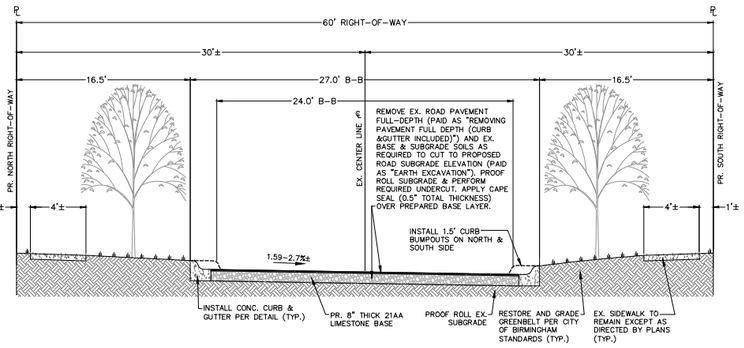
EXISTING BITUMINOUS PAVEMENT SECTION
N.T.S.
WIMBLETON DRIVE
APPLIES TO: STA. P.O.B. TO STA. P.O.E

NOTE: REFER TO GEOTECHNICAL INVESTIGATION REPORT BY G2 CONSULTING GROUP, DATED 9/20/24, AND INCLUDED IN PROJECT SPECIFICATIONS, FOR COMPLETE INFORMATION ON EXISTING PAVEMENTS AND SOILS WITHIN PROJECT LIMITS



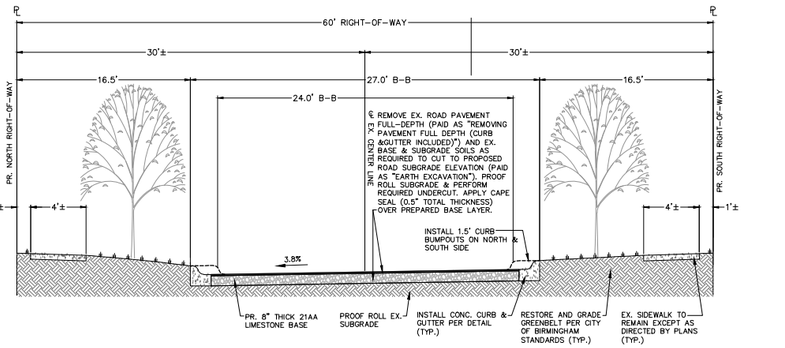
EXISTING BITUMINOUS PAVEMENT SECTION
N.T.S.
ABBEY STREET
APPLIES TO: STA. P.O.B. TO STA. P.O.E

NOTE: REFER TO GEOTECHNICAL INVESTIGATION REPORT BY G2 CONSULTING GROUP, DATED 9/20/24, AND INCLUDED IN PROJECT SPECIFICATIONS, FOR COMPLETE INFORMATION ON EXISTING PAVEMENTS AND SOILS WITHIN PROJECT LIMITS



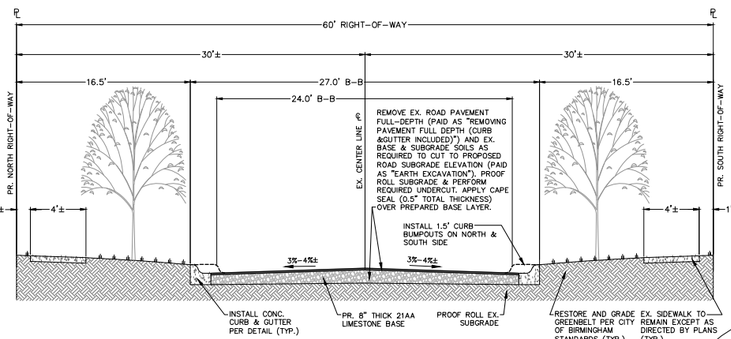
PROPOSED SUPER-ELEVATED PAVEMENT SECTION
N.T.S.
WIMBLETON DRIVE
APPLIES TO: STA. 5+50 TO STA. 12+00

NOTE: TRANSITION FROM SUPER-ELEVATION TO CROWN OCCURS BETWEEN STA. 12+00 & STA. 13+00

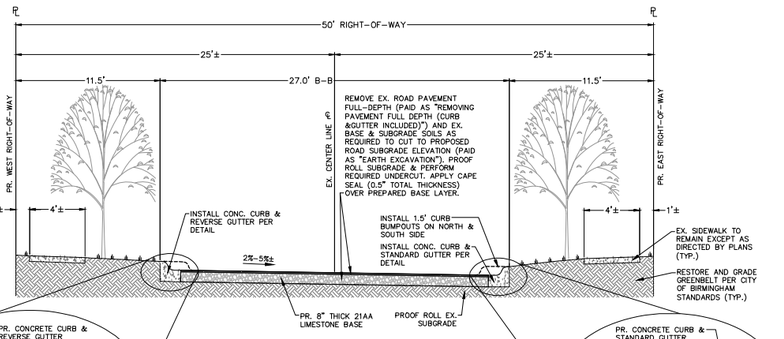


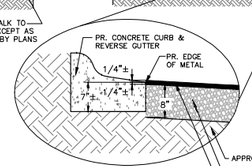
PROPOSED SUPER-ELEVATED PAVEMENT SECTION
N.T.S.
WIMBLETON DRIVE
APPLIES TO: STA. P.O.B. TO STA. 3+50

NOTE: TRANSITION FROM SUPER-ELEVATION TO CROWN OCCURS BETWEEN STA. 3+50 & STA. 4+25



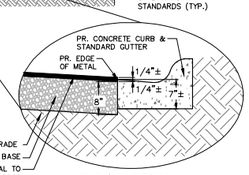
PROPOSED CROWN PAVEMENT SECTION
N.T.S.
WIMBLETON DRIVE
APPLIES TO: STA. 4+25 TO STA. 5+00
STA. 13+00 TO STA. P.O.E.





TYPICAL DETAIL
TYP. FOR ALL STREETS

PROPOSED SUPER-ELEVATED PAVEMENT SECTION
N.T.S.
ABBEY STREET
APPLIES TO: STA. 0+25 TO STA. 2+00



TYPICAL DETAIL
TYP. FOR ALL STREETS

8A

UTILITIES

AT LEAST 72 HOURS (3 WORKING DAYS) PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY MISS DIG AND THE LOCAL COMMUNITY (WHERE APPLICABLE) TO STAKE LOCATIONS OF EXISTING UTILITIES.

THE CONTRACTOR SHALL EXPOSE AND VERIFY EXISTING UTILITIES FOR LOCATION, SIZE, DEPTH, MATERIAL AND CONFIGURATION PRIOR TO CONSTRUCTION. COSTS FOR EXPLORATORY EXCAVATION IS AN INCIDENTAL COST AND SHALL NOT BE CONSIDERED AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY EXISTING UTILITIES WHICH DO NOT MATCH THE PLANS AND SPECIFICATIONS PRIOR TO COMMENCING WORK. ANY FIELD CHANGES OF THE PROPOSED UTILITIES SHALL BE APPROVED BY THE OWNER AND ENGINEER BEFORE THE WORK IS DONE.

THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES FROM DAMAGE. ANY SERVICE OR UTILITY DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE EXPENSE OF THE CONTRACTOR, IN CONFORMANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY PROVIDER.

DAMAGE TO PRIVATE PROPERTY

ALL SIDEWALKS, DRIVEWAYS, LAWNS, FENCING, TREES, SHRUBS, SPRINKLERS, LANDSCAPING, ETC., THAT ARE DAMAGED DURING CONSTRUCTION MUST BE REPAIRED OR REPLACED, IN KIND OR BETTER, BY THE CONTRACTOR. ALL STREET SIGNS, MAIL BOXES, ETC., REMOVED SHALL BE REPLACED IN KIND OR BETTER, BY THE CONTRACTOR. ALL THE REPAIRS OR REPLACEMENTS DUE TO THE CONTRACTOR'S WORK ARE TO BE INCLUDED IN THE CONTRACT PRICE(S) AND SHALL NOT BE AN EXTRA TO THE CONTRACT.

THE CONTRACTOR SHALL SECURE PERMISSION IN WRITING FROM ADJACENT PROPERTY OWNERS PRIOR TO ENTERING UPON ANY ADJOINING PROPERTIES, UNLESS OFFSITE PERMITS HAVE ALREADY BEEN OBTAINED BY THE OWNER AND ARE PART OF THE CONTRACT DOCUMENTS.

DEWATERING OF TRENCH AND EXCAVATIONS

IF NOT SPECIFICALLY PROVIDED FOR IN THE CONSTRUCTION DESIGN DOCUMENTS, THE DESIGN OR QUALITATIVE ANALYSIS OF GROUND WATER DEWATERING SYSTEMS IS BEYOND THE SCOPE OF DESIGN FOR THESE DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SELECTING AND PROVIDING APPROPRIATE EXCAVATION DEWATERING SYSTEMS FOR USE DURING CONSTRUCTION.

THE DEWATERING METHOD SELECTED BY THE CONTRACTOR WILL NOT ADVERSELY AFFECT ADJACENT PAVEMENTS OR STRUCTURES PRIOR TO BEGINNING DEWATERING CONDITIONS. MEANS AND METHODS OF DEWATERING ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. THE COST OF DEWATERING WILL BE CONSIDERED INCLUDED IN THE WORK OF CONSTRUCTING THE UNDERGROUND UTILITIES UNLESS SPECIFICALLY INDICATED OTHERWISE.

BY-PASS PUMPING

FROM TIME TO TIME IT MAY BE NECESSARY FOR THE CONTRACTOR TO BY-PASS PUMP TO COMPLETE THE WORK INDICATED ON THE PLANS. THE COST OF BY-PASS PUMPING, THE METHODS, EQUIPMENT AND MEANS OF PROVIDING THAT WORK ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE CONSIDERED PART OF THE WORK WHETHER SPECIFICALLY CALLED OUT ON THE PLANS OR NOT.

MEANS AND METHODS FOR PIPE CONSTRUCTION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE MEANS AND METHODS FOR CONSTRUCTING THE UNDERGROUND PIPE SYSTEMS PROPOSED ON THE PLANS, INCLUDING BUT NOT LIMITED TO THE NEED FOR SHORING/BRACING OF TRENCHES, DEWATERING OF TRENCHES, SCHEDULING THE WORK AT OFF PEAK HOURS, AND/OR MAINTAINING EXISTING FLOWS THAT MAY BE ENCOUNTERED VIA PUMPING, BY-PASS PIPING OR OTHER MEANS. THE CONTRACTOR SHALL NOT BE PAID ANY ADDITIONAL COMPENSATION TO IMPLEMENT ANY MEANS AND METHODS TO SATISFACTORILY COMPLETE THE CONSTRUCTION.

PAVEMENT REMOVAL

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE THICKNESS OF THE PAVEMENT REMOVAL. PAVEMENT CORE SAMPLES ARE FOR INFORMATIONAL PURPOSES ONLY AS TO THE THICKNESS OF THE PAVEMENT AT THE LOCATION OF THE SAMPLE. THE OWNER AND ENGINEER MAKE NO REPRESENTATION, WARRANTY OR GUARANTY THAT THE SAMPLES ACCURATELY REFLECT THE PAVEMENT THICKNESS ON THE PROJECT.

MAINTENANCE OF TRAFFIC

DURING THE PROGRESS OF THE WORK THE CONTRACTOR SHALL ACCOMMODATE BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN THE ROAD RIGHTS OF WAY. THE CONTRACTOR'S EQUIPMENT AND OPERATIONS ON PUBLIC STREETS SHALL BE GOVERNED BY ALL APPLICABLE LOCAL, COUNTY AND STATE ORDINANCES, REGULATIONS AND LAWS. THE CONTRACTOR SHALL OBTAIN AND SATISFY ANY AND ALL PERMIT REQUIREMENTS BY THE LOCAL, COUNTY AND STATE GOVERNMENTAL AGENCIES.

IN ADDITION, WHERE THE WORK REQUIRES THE CLOSURE OF ONE OR MORE LANES OR IS WITHIN THE INFLUENCE OF THE ROAD OR PEDESTRIAN RIGHT OF WAY, THE CONTRACTOR SHALL PROVIDE ALL SIGNS, BARRICADES, FLAG PERSONS AND OTHER TRAFFIC CONTROL MEASURES AS REQUIRED BY MDOT, THE COUNTY, OR THE COMMUNITY HAVING JURISDICTION OF THE ROAD AND IN CONFORMANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

COMPENSATION FOR TRAFFIC CONTROL SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC TRAFFIC CONTROL ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

IRRIGATION

THE CONTRACTOR SHALL MAINTAIN OR REPAIR ANY EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT AREA UNLESS THE DRAWINGS CALL FOR THE IRRIGATION SYSTEM TO BE REMOVED. THE OWNER AND NFE MAKE NO REPRESENTATIONS, WARRANTY OR GUARANTY AS TO THE LOCATION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PROTECT THE IRRIGATION SYSTEM DURING CONSTRUCTION ACTIVITIES. COMPENSATION FOR MAINTAINING OR REPAIRING EXISTING IRRIGATIONS SYSTEMS SHALL BE CONSIDERED INCLUDED IN THE CONTRACT PRICE(S) UNLESS SPECIFIC IRRIGATION SYSTEM REPAIR ITEMS ARE INCLUDED IN THE ACCEPTED BID PROPOSAL.

SUB-SOIL CONDITIONS

ANY SOIL BORING PROVIDED BY THE OWNER AND/OR ENGINEER IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THIS INFORMATION IS NOT OFFERED AS EVIDENCE OF GROUND CONDITIONS THROUGHOUT THE PROJECT AND ONLY REFLECT THE GROUND CONDITIONS AT THE LOCATION OF THE BORING ON THE DATE THEY WERE TAKEN.

THE ACCURACY AND RELIABILITY OF THE SOIL LOGS AND REPORT ARE NOT WARRANTED OR GUARANTEED IN ANY WAY BY THE OWNER OR ENGINEER AS TO THE SUB-SOIL CONDITIONS FOUND ON THE SITE. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION AND SUB-SOIL INVESTIGATION AND SECURE OTHER SUCH INFORMATION AS THE CONTRACTOR CONSIDERS NECESSARY TO DO THE WORK PROPOSED AND IN PREPARATION OF THEIR BID.

SUBGRADE UNDERCUTTING AND PREPARTION

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY AND ALL SOILS WHICH DO NOT CONFORM TO THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A SUBGRADE IN CONFORMANCE WITH THE PROJECT PLANS AND/OR SPECIFICATIONS. THE MEANS AND METHODS USED TO ACHIEVE THE REQUIRED RESULT SHALL REST SOLELY WITH THE CONTRACTOR.

ANY AREAS OF UNDERCUTTING THAT RESULT IN ADDITIONAL OR EXTRA WORK BECAUSE THEY COULD NOT BE IDENTIFIED BY THE CONTRACTOR'S PRE-BID SITE OBSERVATION OR ARE NOT SET FORTH IN THE PLANS AND SPECIFICATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE ANY EXTRA WORK IS PERFORMED. THE CONTRACTOR SHALL MAKE A REQUEST FOR ANY ADDITIONAL COMPENSATION FOR THE UNDERCUTTING IN WRITING AND THE REQUEST SHALL CONFORM TO THE CONTRACT'S CHANGE ORDER PROVISIONS.

STRUCTURE BACKFILL

STRUCTURAL BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PROJECT PLANS, SPECIFICATIONS OR AS REQUIRED BY THE COMMUNITY, GOVERNMENT AGENCY OR UTILITY THAT HAS JURISDICTION OVER THE WORK.

TRENCH BACKFILL

TRENCH BACKFILL SHALL BE PLACED IN CONFORMANCE WITH THE PLANS AND/OR SPECIFICATIONS. TRENCH BACKFILL SHALL ALSO BE INSTALLED IN CONFORMANCE WITH THE COMMUNITY REQUIREMENTS OR AGENCY/UTILITY GOVERNING SAID TRENCH CONSTRUCTION. IN THE CASE OF CONFLICTING REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.

EARTH BALANCE / GRADING

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THE SITE EARTHWORK BALANCES OR NOT. ANY EXCESS CUT MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR. IN A LIKE MANNER, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IMPORT APPROVED FILL MATERIAL AND PLACE IT AS REQUIRED TO ATTAIN THE SITE GRADE AND COMPACTION REQUIREMENTS PER THE ENGINEER'S PLAN AND ALL APPLICABLE GOVERNMENTAL STANDARDS. THE ENGINEER AND OWNER MAKE NO REPRESENTATION AS TO THE QUANTITIES THAT MAY BE NEEDED TO CREATE A BALANCED EARTHWORK CONDITION OR THAT THE SITE EARTHWORK IS BALANCED.

SOIL EROSION / SEDIMENTATION CONTROL

THE CONTRACTOR SHALL OBTAIN THE REQUIRED SOIL EROSION PERMIT AND SATISFY ALL REGULATORY REQUIREMENTS FOR CONTROLLING SOIL EROSION AND SEDIMENT TRANSPORT. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS. THE ENGINEER AND OWNER ARE NOT RESPONSIBLE FOR INSPECTION OR APPROVAL OF THE CONTRACTOR'S WORK IN CONNECTION WITH SATISFYING THE SOIL EROSION PERMIT REQUIREMENTS UNLESS SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Existing and Proposed
Road Cross-Sections

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2024
SCALE: N.T.S.

NFE JOB NO. O310
SHEET NO. C20

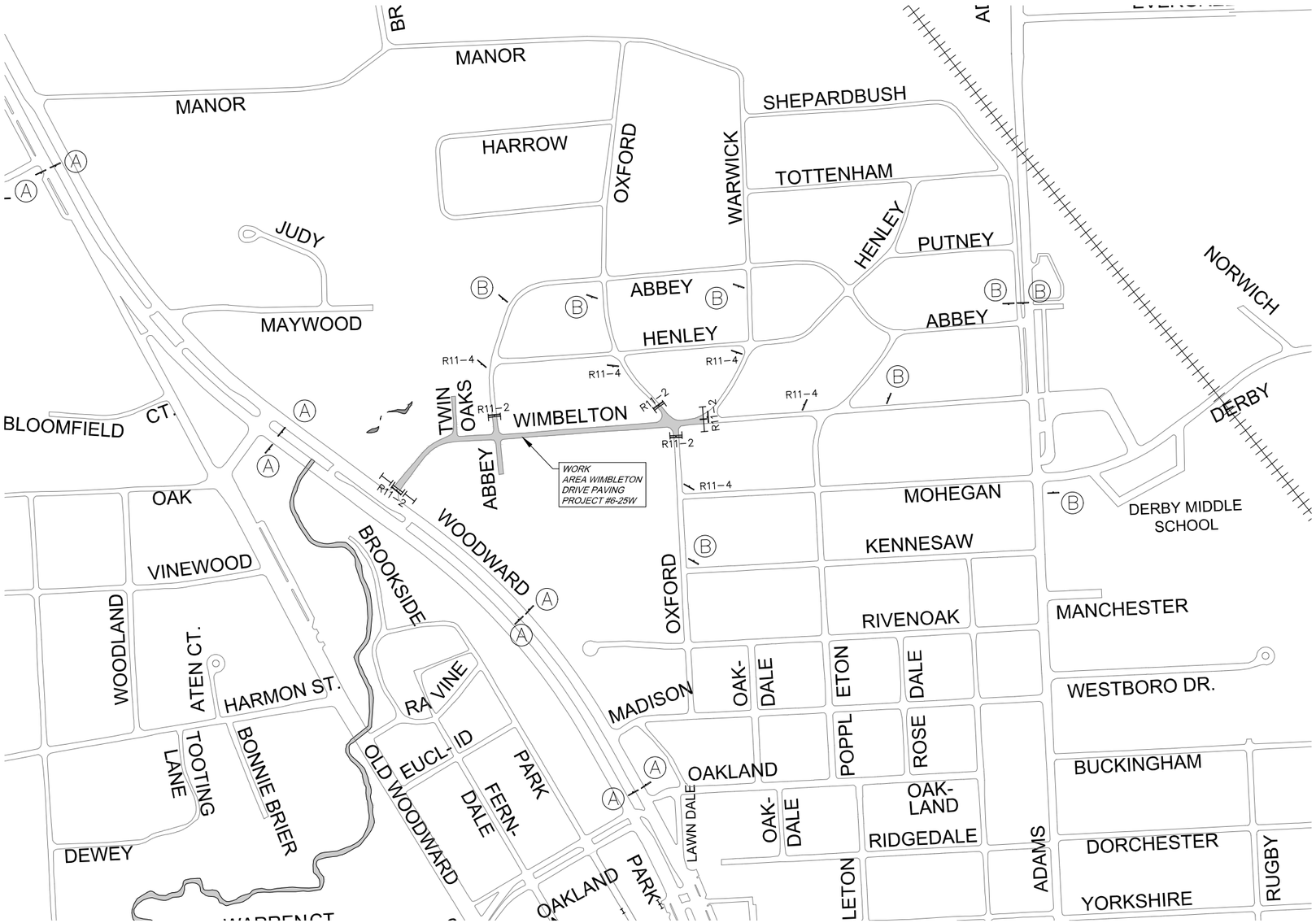
\2020 - 2029 Files\2020-FILES\2310\Office\Construction Documents\2310_NOTES.dwg 3/4/2025 5:20 PM

WIMBLETON CLOSED
NO ACCESS FROM WOODWARD
SEEK ALTERNATE ROUTE

36"x72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND

WIMBLETON CLOSED OXFORD TO
WOODWARD - SEEK ALTERNATE
ROUTE

36"x72" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND



ADVANCED WARNING SIGNAGE PLAN: WIMBLETON DRIVE PAVING PROJECT

8A

SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN

SPECIAL ADVANCED WARNING SIGN QUANTITIES

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	WIMBLETON CLOSED - NO ACCESS FROM WOODWARD - SEEK ALTERNATE ROUTE	36"x72"	4
SIGN "B"	WIMBLETON CLOSED TO WOODWARD - SEEK ALTERNATE ROUTE	36"x72"	8

OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11-2	ROAD CLOSED	60"x30"	5
R11-4	ROAD CLOSED FOR THRU TRAFFIC	60"x30"	5

NOTES

1. TRAFFIC CONTROL IS A LUMP SUM CONTRACT PAY ITEM, AND SHALL INCLUDE ALL TRAFFIC CONTROL DEVICES, SIGNS, AND MANPOWER LABOR AS REQUIRED TO ADEQUATELY AND SAFELY MAINTAIN TRAFFIC CONTROLS THROUGHOUT THE DURATION OF THE PROJECT. THE DIAGRAM, SIGN DETAILS, AND QUANTITIES PROVIDED HEREIN ARE FOR GENERAL GUIDANCE AND NOT INTENDED TO BE ALL INCLUSIVE OF TRAFFIC CONTROLS WHICH WILL BE REQUIRED TO BE PROVIDED BY THE CONTRACTOR FOR THE ENTIRE PROJECT.
2. PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWISE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
3. ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.O.T. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE CLOSURES, SHIFTS, ETC.
4. ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
5. MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY. UTILIZE MAINTENANCE AGGREGATE AS REQUIRED.
6. ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
7. TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11-2 OR R11-4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
8. ALL SIDEWALK CLOSURES WITHIN CITY LIMITS SHALL HAVE TYPE III BARRICADES AND INCLUDE A SIDEWALK CLOSED SIGN. IF SIDEWALK CLOSURES ARE REQUIRED WITHIN M.D.O.T. RIGHT-OF WAY ON WOODWARD AVENUE (M-1), TYPE II BARRICADES SHALL BE USED.
9. LOCAL RESIDENT TRAFFIC (TWO-WAY) SHALL TYPICALLY BE MAINTAINED DURING CONSTRUCTION.
10. CONTRACTOR SHALL PROVIDE ADDITIONAL ADVANCED WARNING SIGNAGE TO INDICATE WHEN FULL-WIDTH CLOSURES WILL BE REQUIRED IN ISOLATED WORK AREAS.
11. CONTRACTOR SHALL PROVIDE FLAGGING CONTROL AS REQUIRED THROUGHOUT DURATION OF PROJECT TO MAINTAIN SAFETY FOR ALL ROADS OPENED TO TRAFFIC DURING CONSTRUCTION.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 0557929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Advanced Warning
Signage & Detour Plan

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2025
SCALE: N.T.S.

NFE JOB NO. O310
SHEET NO. C21

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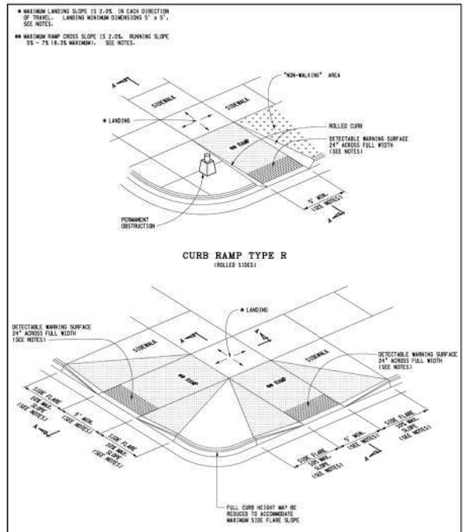


MDOT — Michigan Department of Transportation

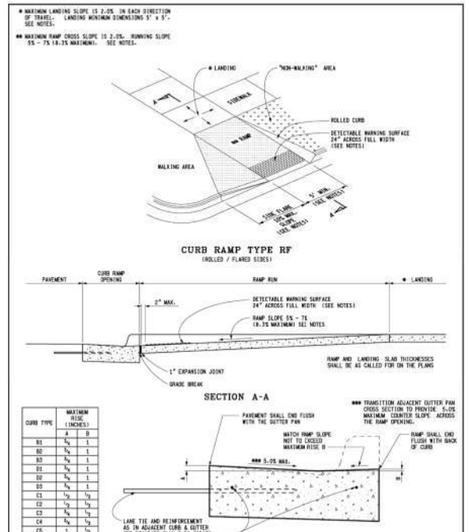
PREPARED BY: DESIGN DIVISION
DRAWN BY: K.L.C.
CHECKED BY: K.L.P.

DEPARTMENT DIRECTION: Paul C. Ajegba
APPROVED BY: Gregg Brunner, P.E. — DIRECTOR, BUREAU OF FIELD SERVICES
APPROVED BY: Bradley C. Wieferich — DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

4-7-2022	1-4-2020	R-28-J	SHEET
T.R.N.A. APPROVAL	PLAN DATE		1 OF 7



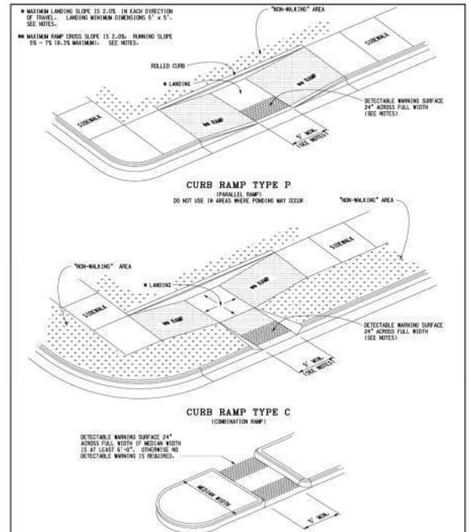
CURB TYPE	MAXIMUM RISE (INCHES) A	B
B1	3/4	1
B2	3/4	1
B3	3/4	1
D1	3/4	1
D2	3/4	1
D3	3/4	1
C1	1/2	1/2
C2	1/2	1/2
C3	3/4	1/2
C4	3/4	1/2
C5	1	1/2
C6	1	1/2
F1	1/2	1/2
F2	1/2	1/2
F3	3/4	1/2
F4	3/4	1/2
F5	1	1/2
F6	1	1/2

FOR CURB TYPES SEE STANDARD PLAN R-30-SERIES

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

4-7-2022	1-4-2020	R-28-J	SHEET
T.R.N.A. APPROVAL	PLAN DATE		2 OF 7



MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

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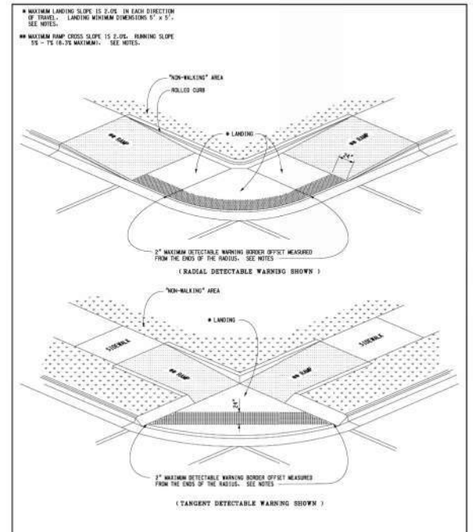
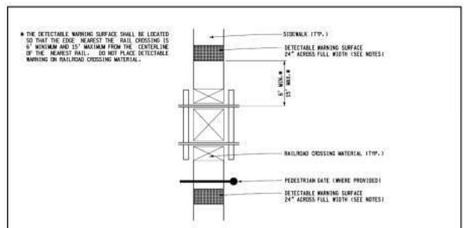
T.R.N.A. APPROVAL	PLAN DATE		3 OF 7



MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

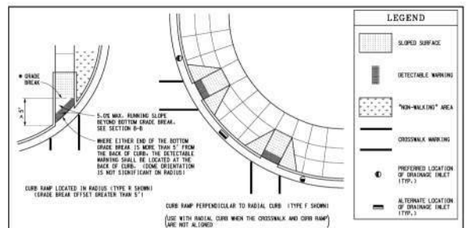
4-7-2022	1-4-2020	R-28-J	SHEET
T.R.N.A. APPROVAL	PLAN DATE		4 OF 7



MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

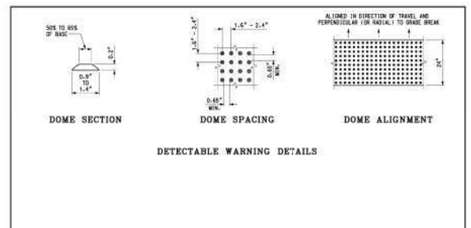
4-7-2022	1-4-2020	R-28-J	SHEET
T.R.N.A. APPROVAL	PLAN DATE		5 OF 7



MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

4-7-2022	1-4-2020	R-28-J	SHEET
T.R.N.A. APPROVAL	PLAN DATE		6 OF 7



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 ON 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 PRACTICABLE, 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 ≤5% DO NOT REQUIRE A TOP LANDING. WHERE ANY CONTINUOUS SIDEWALK OR PEDESTRIAN CIRCULATION CROSSING THROUGH AN INTERSECTION OR CURB RAMP MUST INDEPENDENTLY NAVIGATE A CROSS SLOPE OF 2% OR GREATER THAN 2% 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 CURVED 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 2.0%. 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 SHALL 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 ½". 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 EAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR WARPING.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

CURB RAMP AND DETECTABLE WARNING DETAILS

4-7-2022	1-4-2020	R-28-J	SHEET
T.R.N.A. APPROVAL	PLAN DATE		7 OF 7

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN — PAUL TULIKANGAS — ENGINEER NO. 057929 — LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Notes and Details

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2024
SCALE: N.T.S.

NFE JOB NO. O310
SHEET NO. C22

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GENERAL NOTES

1. BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
2. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
3. ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
4. ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
5. ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
6. UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
7. ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
8. THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
9. IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

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

   CONCRETE ROAD: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
   MIX – PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT 350CHP REQUIREMENTS.

   CONCRETE FLATWORK: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES. COMPLY WITH MDOT 3500 REQUIREMENTS.

   ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF TWENTY-FIVE (25) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION.

   ASPHALT: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)

   SURFACE COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

   LEVELING COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 4EML (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD)

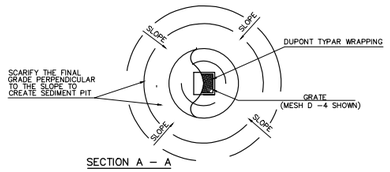
   REPAIR AREAS – BOND COAT – MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD
2. PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
3. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
5. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
6. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
7. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
9. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
10. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
11. EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
12. SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
15. R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

WATER MAIN NOTES

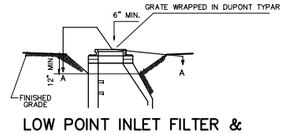
1. ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 52, WITH PUSH ON TYPE JOINTS PER CITY REQUIREMENTS.
2. NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5.5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
3. KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
4. COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
5. HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE EJIW MODEL 5BR WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
6. INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
7. GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
8. IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
9. WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
10. THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
11. WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MIOSHA STANDARDS.

STORM SEWER NOTES (where applicable)

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
2. ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF % OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 9S CURB & GUTTER AND ADJACENT WALKS.
3. ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
4. STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
5. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
6. ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
7. INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOR.
8. THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
9. EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
10. ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
11. FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
12. THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.

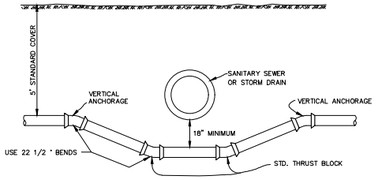


SECTION A – A



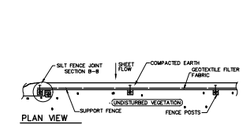
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL

N.T.S.



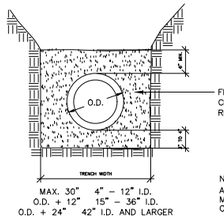
STANDARD SEWER OR STORM CROSSING

N.T.S.



SILT FENCE DETAIL

N.T.S.

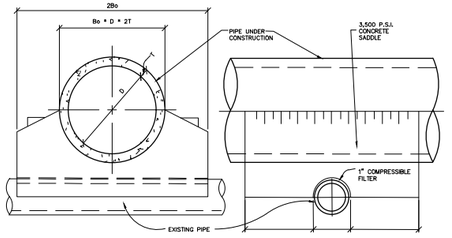


MAX. 30" 4" – 12" I.D.
O.D. + 12" 15" – 36" I.D.
O.D. + 24" 42" I.D. AND LARGER

NOTE:
APPROVAL MAY BE GIVEN TO ALTERNATE MATERIALS AND METHODS TO ACHIEVE CLASS B BEDDING.

STANDARD PIPE BEDDING

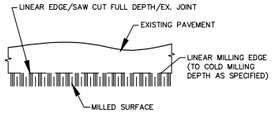
N.T.S.



CONCRETE SADDLE REQUIRED WHEN DISTANCE BETWEEN PIPES IS LESS THAN 18 INCHES. COMPRESSIBLE FILTER SHALL BE NEOPRENE CONFORMING TO ASTM D1056, CLASS SBO-11 & C509

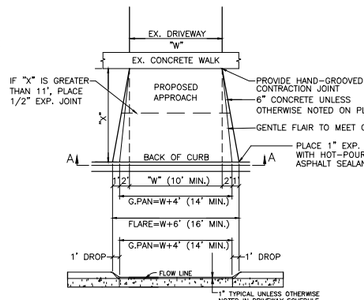
CONCRETE SADDLE OVER EXISTING UTILITIES

N.T.S.



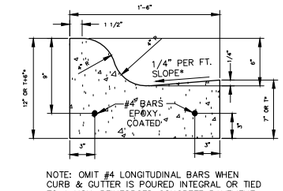
LINEAR MILLING/SAWCUT EDGE DETAIL

PLAN VIEW N.T.S.



CONCRETE DRIVE APPROACH – DETAIL 'L'

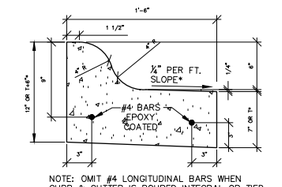
N.T.S.



NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

BIRMINGHAM 6" ROLL CURB CONCRETE CURB & STANDARD GUTTER DETAIL

N.T.S.

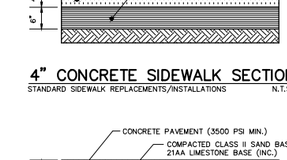


NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

BIRMINGHAM 6" ROLL CURB CONCRETE CURB & REVERSE GUTTER DETAIL

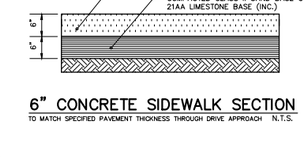
N.T.S.

*NOTE: "T" IS EQUAL TO THE THICKNESS & SLOPE IS EQUAL TO THE CROSS-SLOPE OF THE CONCRETE PAVEMENT WHEN CURB & GUTTER IS POURED INTEGRAL TO THE PAVEMENT.



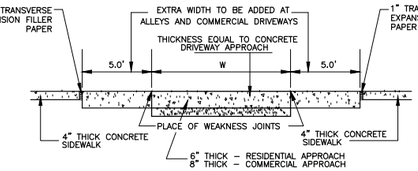
4" CONCRETE SIDEWALK SECTION

STANDARD SIDEWALK REPLACEMENTS/INSTALLATIONS N.T.S.



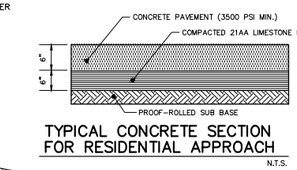
6" CONCRETE SIDEWALK SECTION

TO MATCH SPECIFIED PAVEMENT THICKNESS THROUGH DRIVE APPROACH N.T.S.



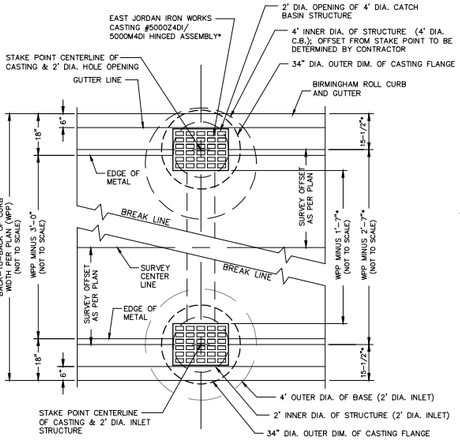
THICKENED CONCRETE SIDEWALK (PLAIN)

N.T.S.



TYPICAL CONCRETE SECTION FOR RESIDENTIAL APPROACH

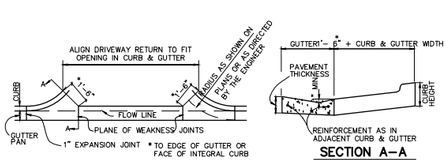
N.T.S.



*CONTRACTOR RESPONSIBLE FOR CORRECT ALIGNMENT OF STRUCTURE, CASTING AND CURB AS SPECIFIED, UNLESS OTHERWISE DIRECTED BY CITY.

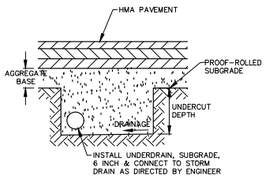
CURB, CATCH BASIN & INLET ALIGNMENT DETAIL PLAN VIEW

SCALE: 1" = 2'



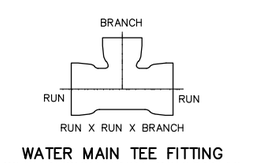
MDOT DRIVEWAY OPENING DETAIL 'M'

N.T.S.



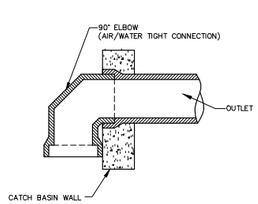
UNDERCUT DETAIL

N.T.S.



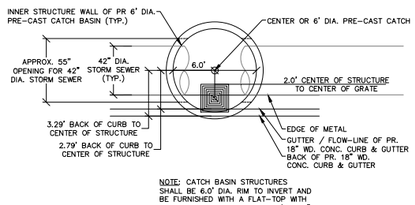
WATER MAIN TEE FITTING SIZE DESIGNATION SCHEMATIC

N.T.S.



SEWER TRAP

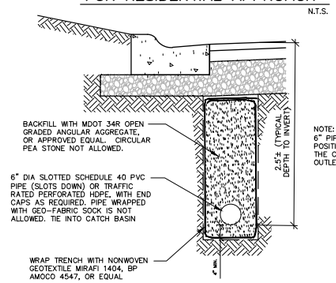
N.T.S.



NOTE: CATCH BASIN STRUCTURES SHALL BE 6.0' DIA. RIM TO INVERT AND BE FURNISHED WITH A FLAT-TOP WITH PRE-CAST ADJUSTMENT RINGS (MIN. 3" AND MAX. 18" ADJUSTMENT).

BIRMINGHAM – 6' DIA. CATCH BASIN W/ 2' SUMP & OFFSET GRATE

N.T.S.



6" PERFORATED PIPE UNDERDRAIN DETAIL

N.T.S.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Notes and Details

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-23-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2024
SCALE: N.T.S.

NFE JOB NO. O310
SHEET NO. C23

\2020-2000 Files\2000-FILES\2010\Office\Construction Documents\2010_NOTES.dwg 3/4/2020, 5:20 PM

BIRMINGHAM CONTRACT #6-25(W) - WIMBLETON DRIVE PAVING PROJECT PAY ITEMS

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C01 Utility Plan	SHEET C02 Utility Plan	SHEET C03 Utility Plan	SHEET C04 Utility Plan	SHEET C05 Utility Plan	SHEET C06 Utility Plan	SHEET C10 Utility Service Plan	SHEET C11 Utility Service Plan	SHEET C12 Utility Service Plan	SHEET C13 P&G Plan	SHEET C14 P&G Plan	SHEET C15 P&G Plan	SHEET C16 P&G Plan	SHEET C17 P&G Plan	SHEET C18 P&G Plan	TOTAL QUANTITY
	SEWER PAY ITEMS																	
1	18" Combined Sewer, PVC SDR 26, Trench A	LF		317	400	190												907
2	12" Combined Sewer, PVC SDR 26, Trench A	LF				21												21
3	10" Combined Sewer, PVC SDR 26, Trench A	LF				89	181	122										392
4	42" Storm Sewer, CI5, CL-IV, Trench A	LF	451	450	400													1,304
5	36" Storm Sewer, CI5, CL-IV, Trench A	LF	15			153												168
6	24" Storm Sewer, CI5, CL-IV, Trench A	LF	91					166										257
7	18" Storm Sewer, CI5, CL-IV, Trench A	LF	24			110		99										233
8	12" Storm Sewer, CI5, CL-IV, Trench A	LF				22	47											69
9	10" Storm Sewer, PVC, SDR 26, Trench A	LF					138											138
10	Sewer Service, 6" PVC SDR 23.5	LF							460	342	106							928
11	6" Perforated Pipe Underdrain (No sock)	LF	375	440	420	345	310	150										2,040
12	New 6'-0" Diameter Combined Manhole w/ Two Int. Drop Connections	EA				1												1
13	New 5'-0" Diameter Combined Manhole w/ Int. Drop Connection	EA			1													1
14	New 4'-0" Diameter Combined Manhole, Construct Online	EA				2	1											3
15	New 4'-0" Diameter Combined Manhole	EA		1	1	1		2										5
16	Contech SCV-10 Water Quality Structure	EA	1															1
17	New 6'-0" Diameter Storm Manhole w/ 2' Sump & Elevated 36" Dia. Overflow	EA	1															1
18	New 6'-0" Diameter Storm Manhole	EA	2	1														3
19	New 6'-0" Diameter Storm Catch Basin w/ 2' Sump & Offset Grate (Per Detail)	EA	5	3	1	2												11
20	New 5'-0" Diameter Storm Manhole w/ 2' Sump	EA						1										1
21	New 4'-0" Diameter Storm Manhole, Construct Online	EA						1										1
22	New 4'-0" Diameter Storm Manhole	EA						1										1
23	New 4'-0" Diameter Storm Catch Basin w/ 2' Sump	EA				3	2											5
24	New 2'-0" Diameter Storm Inlet	EA				1	1	1										3
25	Sewer Investigation, Laterals	EA							17	16	3							36
26	Sewer Service Tap, 6"	EA							16	27	5							48
27	Sewer Service Connection, 6"	EA							6		1							7
28	Sewer Tap, Combined, OCWRC, 18"	EA		1														1
29	Sewer Tap, Combined, OCWRC, 10"	EA					1	1										2
30	Sewer Tap, Storm, 42"	EA	1															1
31	Sewer Stub w/ Capped End, Storm, 36"	EA				1												1
32	Sewer Stub w/ Capped End, Storm, 24"	EA	1					1										2
33	Sewer Stub w/ Capped End, Storm, 18"	EA				1		1										2
34	Install Concrete Saddle at Utility Crossing	EA	1			2												3
35	Reconstruct Manhole (if and where needed)	VF																25
36	Remove & Replace Structure Cover (as directed by City)	LB																1,650
37	Remove Ex. Sewer Manhole	EA	1	6	2	3	4											16
38	Remove Ex. Drainage Structure	EA	1	4	2	1	2											10
39	Abandon Ex. 12" Combined Sewer	LF			236	181	52											471
40	Abandon Ex. 8" Combined Sewer	LF					123	274										397
41	Remove Ex. 24" Combined Sewer	LF				18												18
42	Remove Ex. 12" Combined Sewer	LF		304	162													466
43	Remove Ex. 10" Combined Sewer	LF		70														70
44	Remove Ex. 18" Storm Sewer	LF						66										66
45	Remove Ex. 10" Storm Sewer	LF				8												8
46	Bulkhead Structure, 24"	EA		1														1
47	Bulkhead Structure, 12" or Less	EA																2
48	Bulkhead Pipe, Larger than 8"	EA																10
49	Clean and Televise Ex. Storm Outfall	LS																1
50	CCTV Sewer Acceptance Inspection	LS																1
	SUBTOTAL SEWER PAY ITEMS																	
	WATER MAIN PAY ITEMS																	
51	Remove Hydrant	EA	1	1														2
52	Remove Gate Valve Well	EA		3														3
53	12" Gate Valve & Well	EA	1	2		2	1	2										8
54	Fire Hydrant Assembly, Complete	EA	2	1	1		1	1										6
55	16" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	10															10
56	12" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	267	451	400	169												1,307
57	8" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF				79	173	226										478
58	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	22	7	7	29	4	16										85
59	4" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF						22										22
60	16" Water Main Connection to Ex. 16" Water Main	EA	1															1
61	8" Water Main Connection to Ex. 8" Water Main	EA				1												1
62	6" Water Main Connection to Ex. 6" Water Main	EA				2												2
63	4" Water Main Connection to Ex. 4" Water Main	EA						1										1
64	New Water Service, 1.5", Trench A, Copper	LF							47	28								75
65	New Water Service, 1", Trench A, Copper	LF							367	355	29							741
66	New Water Service, 1", Trench A, PEX	LF									11							11
67	New Water Service", 1", Private Property (Bored), PEX	LF							30		105							135
68	Water Service Connection, 1.5"	EA							2	1								3
69	Water Service Connection, 1"	EA							12	15	6							33
70	Water Service Connection, 1", Connection at Meter, 155 Wimbleton	EA							1									1
71	Water Service Connection, 1", Connection at Meter, 951 Twin Oaks	EA									1							1
72	Water Service Connection, 1", Connection at Meter, 999 Twin Oaks	EA									1							1
73	Install Curb Stop & Box, 1"	EA							7	9	3							19
74	Hydra-Stop, Insta-Valve 250, 16"	EA																1
75	Hydra-Stop, Insta-Valve 250, 6"	EA																1
76	Hydra-Stop, Line-Stop, 16"	EA																1
77	Hydra-Stop, Line-Stop, 6"	EA																1
78	Hydra-Stop, Line-Stop, 4"	EA																1
79	Abandon Existing Water Mains, Entire Project	LS																1
	SUBTOTAL WATER MAIN PAY ITEMS																	
	PAVING PAY ITEMS																	
80	Earth Excavation	CY							790	820	460	410	170	200	2,850			
81	Subgrade Undercutting, 21AA Limestone	CY							120	125	70	65	30	35	445			
82	Subgrade Undercutting, 1"x3" Limestone	CY							25	25	15	15	10	10	100			
83	Subgrade Geogrid Fabric, Tensar Triax TX 1309	SY													1,250			
84	Remove and Salvage Brick Pavers	SF							525				175		700			
85	Removing Concrete Drive Approach	SY							85	166	132	31		21	435			
86	Removing Asphalt Drive Approach	SY							100	14	113			22	249			
87	Removing Concrete Sidewalk & Ramp (saw cutting included)	SY							52	140	74	99	48	10	414			
88	Removing Pavement Full Depth (Curb & Gutter included)	SY							1340	1280	1018	990	305	435	5,368			
89	Aggregate Base, MDOT 21AA Limestone, 8"	SY							1510	1635	1295	960	370	540	6,310			
90	Capeseal Surface	SY							1200	1300	1070	860	290	455	5,300			
91	Bituminous Mixture No. 4EML (Handpatching for Driveways)	TON							10		1		9	1	21			
92	Concrete Curb & Gutter (18" Wide, "Birmingham Roll")	LF							885	960	690	345	278	302	3,570			
93	Concrete Drive Approach, 6" Thick on 6" 21AA Limestone	SY							150	155	220	51	13	25	614			
94	Concrete Drive Approach, 7" Thick on 9" 21AA Limestone	SY							50						50			
95	Concrete Sidewalk, 6" (Includes Ramps)	SF							240	350	90	385	210	40	1,325			
96	Concrete Sidewalk, 4"	SF							985	890	660	430	265	50	3,180			
97	Reinstall Salvaged Brick Pavers	SF							150				125		275			
98	Handicap Ramp Truncated Domes	SF							20	80		85			185			
99	Adjust Structure Cover	EA							2	1		1	1		5			
100	Maintenance Aggregate for Entire Project	LS													1			
	SUBTOTAL PAVING PAY ITEMS																	
	GENERAL PAY ITEMS																	
101	Mobilization (Max. 5% of Bid)	LS													1			
102	Traffic Maintenance & Control	LS													1			
103	Inspector Crew Days	DAYS													90			
104	Water and Sewer Allowance	LS													1			
105	Audio-Video Route Survey	LS													1			
106	Salvage Existing Signs	LS													1			
107	New Signs	SF													60			
108	Sign Post, U-Channel	LF													240			
109	Tree Protection, 3" Dia. Or Greater	EA													66			
110	Silt Fencing, 18" Height	LF							260				50		310			
111	Mulch, 3"	SY							25	5	45	55	15	10	155			
112	Topsoil, 3"	SY							1250	960	690	400	100	300	3,900			
113	Sod, Class A	SY							1250	960	690	400	100	300	3,900			
114	Inlet Filter	EA							5	3	1	6	3	1	19			
115	Inlet Sediment Pit	EA							5	3	1	6	3	1	19			
	SUBTOTAL GENERAL PAY ITEMS																	
	ALTERNATE #1 - "ROUGE RIVER STORM OUTFALL IMPROVEMENTS"																	
	ALTERNATE #1 PAY ITEMS																	
116	42" Storm Sewer, CI5, CL-IV, Trench A	LF													10			
117	New 6'-0" Diameter Storm Manhole, Construct Online	EA													1			
118	New 42" Dia. End Section w/ Bar Screen	EA													1			
119	Pre-Lining Preparation, Cleaning & Video Inspection, 48-inch Sewer	LF													244			
120	Sewer Lining, Pre-Liner, 48" RIPI-CIPP	LF													244			
121	Sewer Lining, 48" RIPI-CIPP	LF													244			
122	Cut/Grind Protruding Sewer Leads, Any Material	EA													2			
123	Cut/Grind Root Intrusion	EA													5			
124	Cut/Grind Mineral Deposit	EA													5			
125	Remove Ex. 42" Storm Headwall	EA													1			
126	Remove Ex. 42" Storm Sewer	LF													39			
127	Earth Excavation, Alternate #1	CY													325			
128	Remove & Replace Woodward Ave. Sidewalk	SF													300			
129	Remove & Replace Woodward Ave. Guardrail	LF													60			
130	Mobilization (Max. 5% of Bid Alternate #1 Total)	LS													1			
131	Traffic Maintenance & Control, Alternate #1	LS													1			
132	Inspector Crew Days, Alternate#1	DAYS													20			
133	Silt Fencing, 30" Height	LF													260			
134	Lawn Restoration Along Bank at Storm Outlet	LS													1			
135	Gravity Retaining Wall, Boulder	FSF													365			
136	Natural Stone Rip-Rap & 1x3 Energy Dissipating Pool (per detail)	SY													130			
	SUBTOTAL ALTERNATE #1 PAY ITEMS																	

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Wimbleton Drive
Paving Project
Contract #6-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the N.E. ¼
of Section 25,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET
Quantities

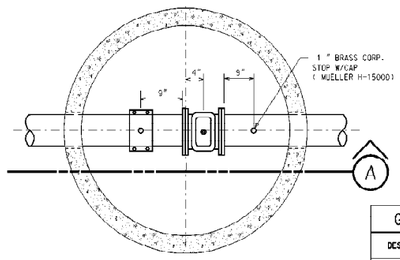
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-12-25	CITY REVIEW
02-20-25	BIDS
03-04-25	ADDENDUM 2

DRAWN BY: L. Gross
DESIGNED BY: P. Tulikangas
APPROVED BY: P. Tulikangas
DATE: February 20, 2024
SCALE: N.T.S.

NFE JOB NO. O310
SHEET NO. Q1

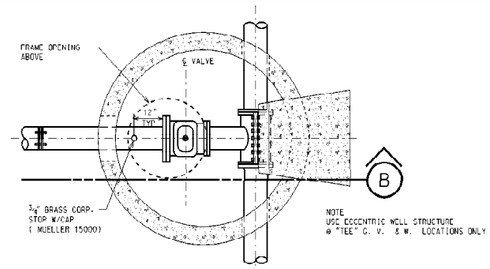
V:\2025-2000 Files\10000-FILES\2025\Office\Construction Documents\Q1_QUANTITIES.dwg, 3/4/2025 5:19 PM



GATE WELL PLAN

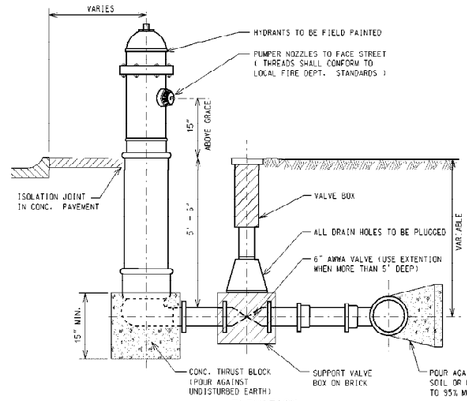
NO SCALE

GATE WELL SCHEDULE				
DESCRIPTION	DIM.	PIPE DIA. INCHES		
		6" & 8"	12"	16"
INSIDE DIA.	A	60"	72"	72"
WALL THICK.	B	5"	7"	7"
VALVE BLOCK THICK.	C	4"	4"	4"

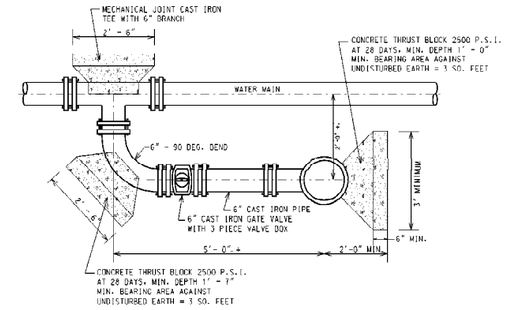


TAPPING SLEEVE, VALVE & WELL PLAN

NO SCALE



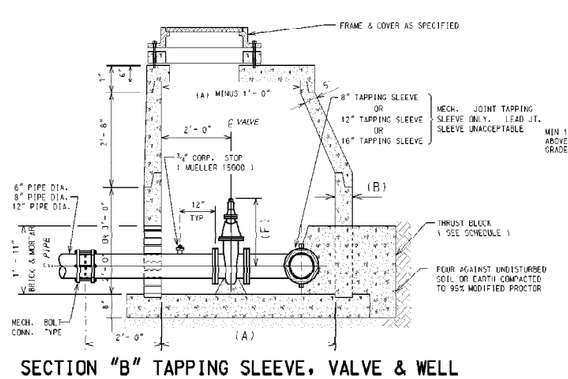
ELEVATION



"L" HYDRANT CONNECTION

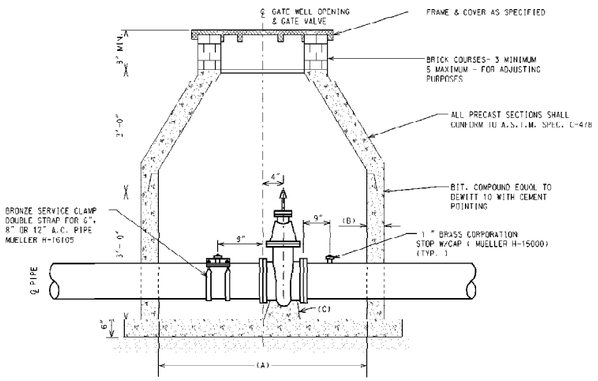
NO SCALE
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING CIVIL WATER MAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE " AS SHOWN ON DETAIL .



SECTION "B" TAPPING SLEEVE, VALVE & WELL

NO SCALE
W-4

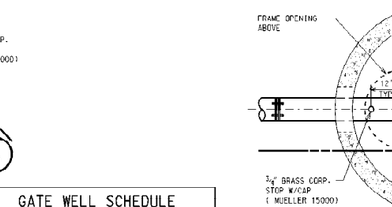


SECTION "A" GATE WELL

NO SCALE
W-1 & W-3

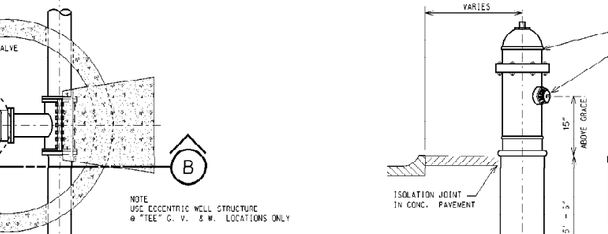
DITCH AND STREAM CROSSING

NO SCALE



SEWER OR CULVERT CROSSING

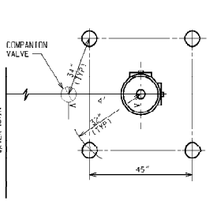
NO SCALE



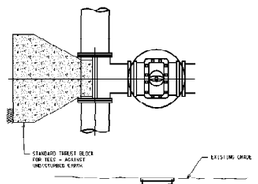
PROP. WATER MAINS NOT UNDER PAVED SURFACE

PROP. WATER MAINS UNDER PAVED SURFACE OR WITHIN INFLUENCE OF PAVED SURFACE

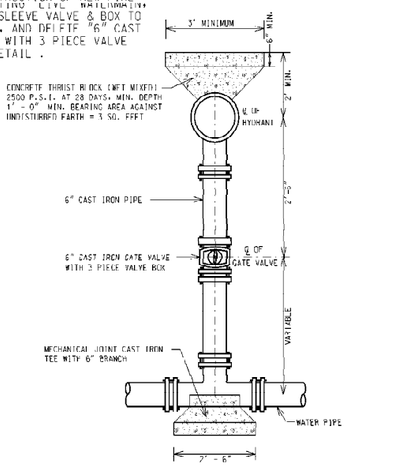
BEDDING DETAILS



FIRE HYDRANT GUARD POSTS DETAIL

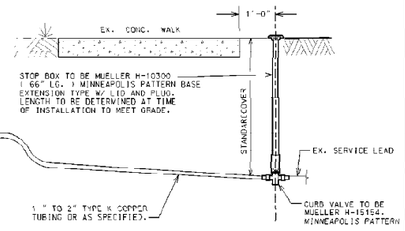


TAPPING SLEEVE & VALVE W/VALVE BOX



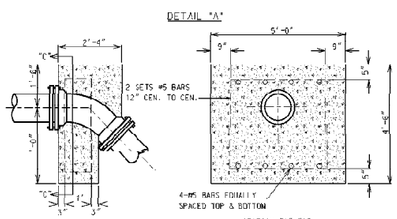
STRAIGHT HYDRANT CONNECTION

NO SCALE
W-10

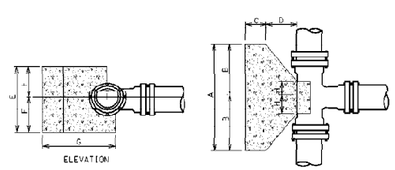


WATER SERVICE CONNECTION (TYP)

NO SCALE



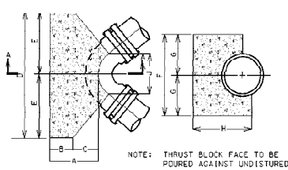
VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS



SCHEDULE OF THRUST BLOCK DIMENSIONS				
CODE		TEE SIZE		
		8"x8" 12"x8" 16"x8" 24"x8"	12"x12" 16"x12" 24"x12"	16"x16" 24"x16"
A		3'-0"	4'-0"	5'-0"
B		1'-6"	2'-0"	2'-6"
C		0'-9"	0'-9"	1'-0"
D		2'-0"	3'-0"	4'-0"
E		1'-0"	1'-6"	2'-0"
F		1'-0"	1'-0"	2'-0"
G	8"	2'-2"		
	12"	2'-6"	2'-10"	
	16"	2'-10"	3'-1"	3'-8"
	24"	3'-3"	3'-7"	4'-2"
H	8"	0'-6"		
	12"	0'-6"	0'-10"	
	16"	0'-6"	0'-10"	1'-0"
	24"	0'-6"	0'-10"	1'-0"

CONCRETE THRUST BLOCK FOR TEES

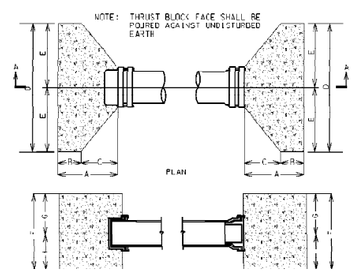
N.T.S.



SIZE	ANGLE	A MIN.	B MIN.	C	D	E	F	G	H MIN.	J
6"	90°	1'-6"	0'-9"	0'-9"	2'-0"	1'-0"	2'-0"	1'-0"	1'-8"	0'-10"
8"	45°	1'-6"	0'-9"	1'-0"	2'-4"	1'-0"	2'-8"	1'-3"	1'-11"	1'-4"
8"	90°	1'-9"	0'-9"	1'-0"	3'-6"	1'-8"	2'-8"	1'-3"	1'-11"	1'-2"
12"	22-1/2°	1'-9"	0'-9"	1'-0"	2'-6"	1'-3"	2'-0"	1'-3"	2'-0"	1'-4"
12"	45°	2'-1"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-1"	0'-9"	1'-4"	5'-6"	2'-9"	3'-0"	1'-6"	2'-4"	1'-8"
16"	22-1/2°	2'-3"	1'-0"	1'-8"	3'-4"	1'-8"	2'-0"	1'-3"	3'-0"	1'-2"
16"	45°	2'-8"	1'-0"	1'-8"	5'-4"	2'-8"	3'-0"	1'-5"	3'-0"	1'-6"
16"	90°	2'-8"	1'-0"	1'-8"	8'-0"	3'-0"	5'-0"	2'-5"	3'-0"	1'-8"
24"	90°	4'-7"	1'-0"	3'-7"	10'-0"	5'-0"	7'-0"	3'-5"	5'-4"	2'-4"

CONCRETE THRUST BLOCK FOR BENDS

N.T.S.



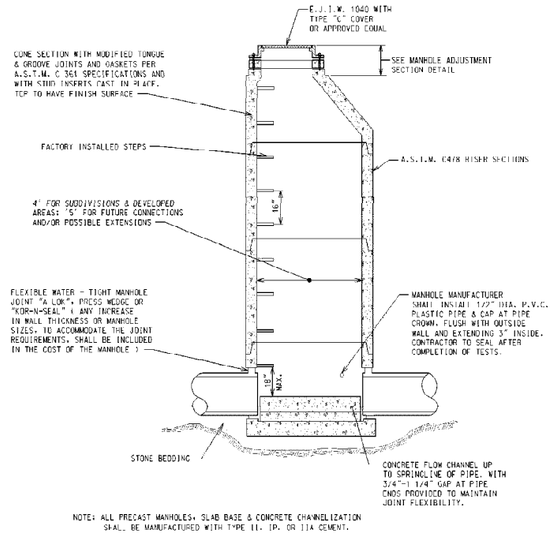
SIZE	A MIN.	B MIN.	C	D	E	F	G
8"	1'-11"	0'-9"	1'-2"	3'-0"	1'-6"	2'-0"	1'-0"
12"	2'-1"	0'-9"	1'-4"	4'-0"	2'-0"	3'-0"	1'-6"
16"	2'-8"	1'-0"	1'-8"	5'-0"	2'-6"	3'-0"	1'-8"

CONC. THRUST BLOCKS FOR PLUGS & CAPS

City of Birmingham
151 MARTIN STREET BIRMINGHAM, MICHIGAN 48012

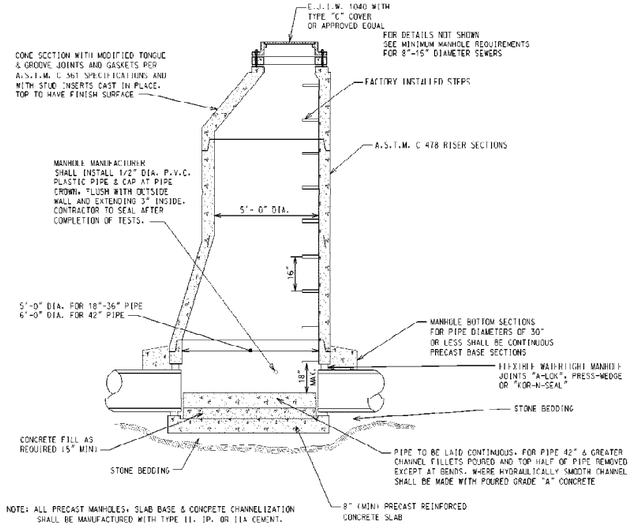
WATER MAIN STANDARD DETAILS

DATE	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE APRIL 2005	WM-1
		APPROVED	SCALE	



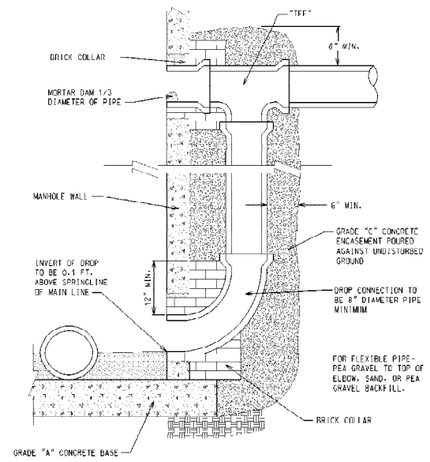
SEWER MANHOLE

(8" THRU 15" DIA. SEWERS)

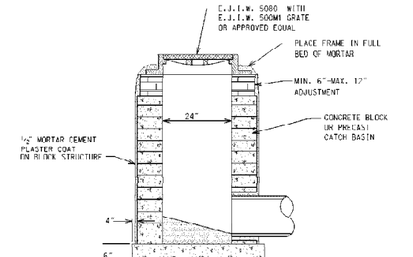


SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

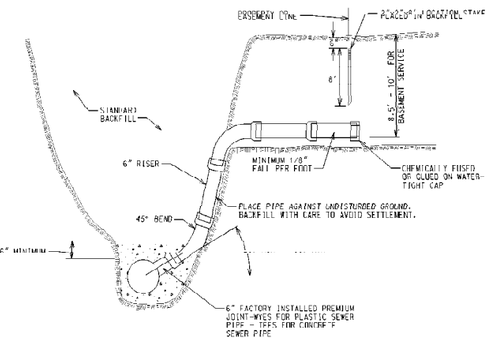


EXTERNAL DROP CONNECTION



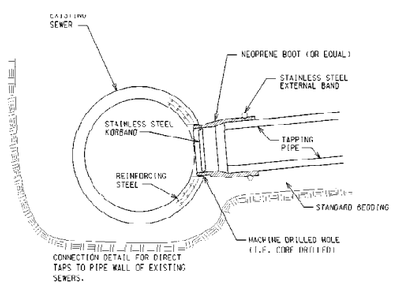
2 FT. DIAMETER INLET

NOTE:
FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE "M" COVER OR APPROVED EQUAL



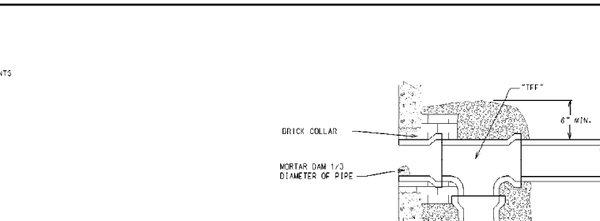
BUILDING LEAD DETAIL

0' - 15' COVER

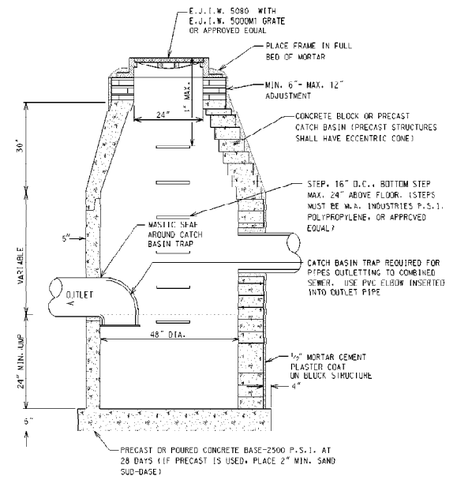


KOR-N-TEE TAP FOR CONCRETE

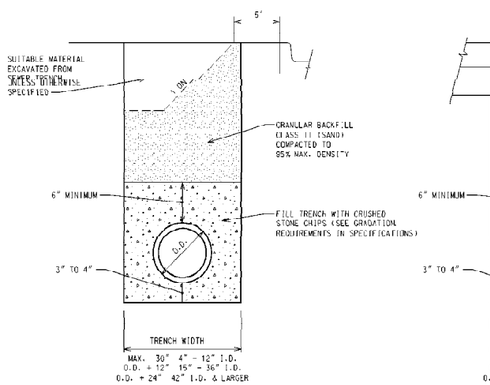
NO SCALE



SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



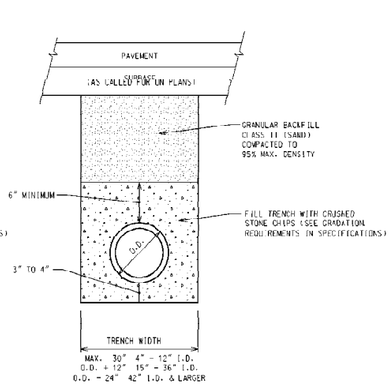
4 FT. DIAMETER CATCH BASIN

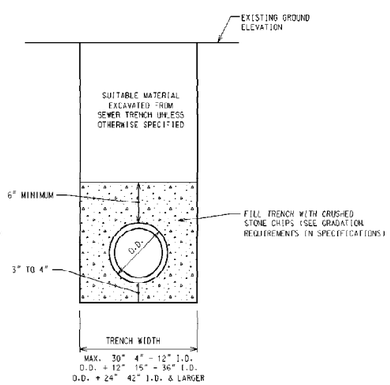


TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

NOT TO SCALE

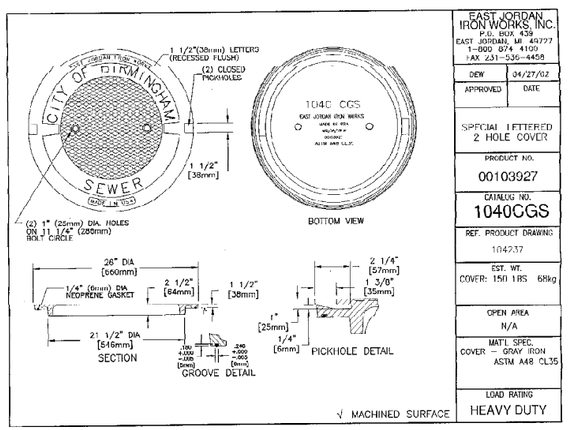




TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



EAST JORDAN IRON WORKS, INC.
P.O. BOX 439
EAST JORDAN, MI 49727
1-800 874 4100
FAX 231-536-4458

DRW	04/27/02
APPROVED	DATE

SPECIAL LETTERED 2 HOLE COVER

PRODUCT NO.
00103927

CATALOG NO.
1040CGS

REF. PRODUCT DRAWING
104237

EST. WT.
COVER: 150 LBS 68kg

OPEN AREA
N/A

MATL SPEC.
COVER - GRAY IRON ASTM A48 CL35

LOAD RATING
HEAVY DUTY

City of Birmingham

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

SEWER STANDARD DETAILS

DATE	REVISION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE JANUARY 2007	
		APPROVED	SCALE	

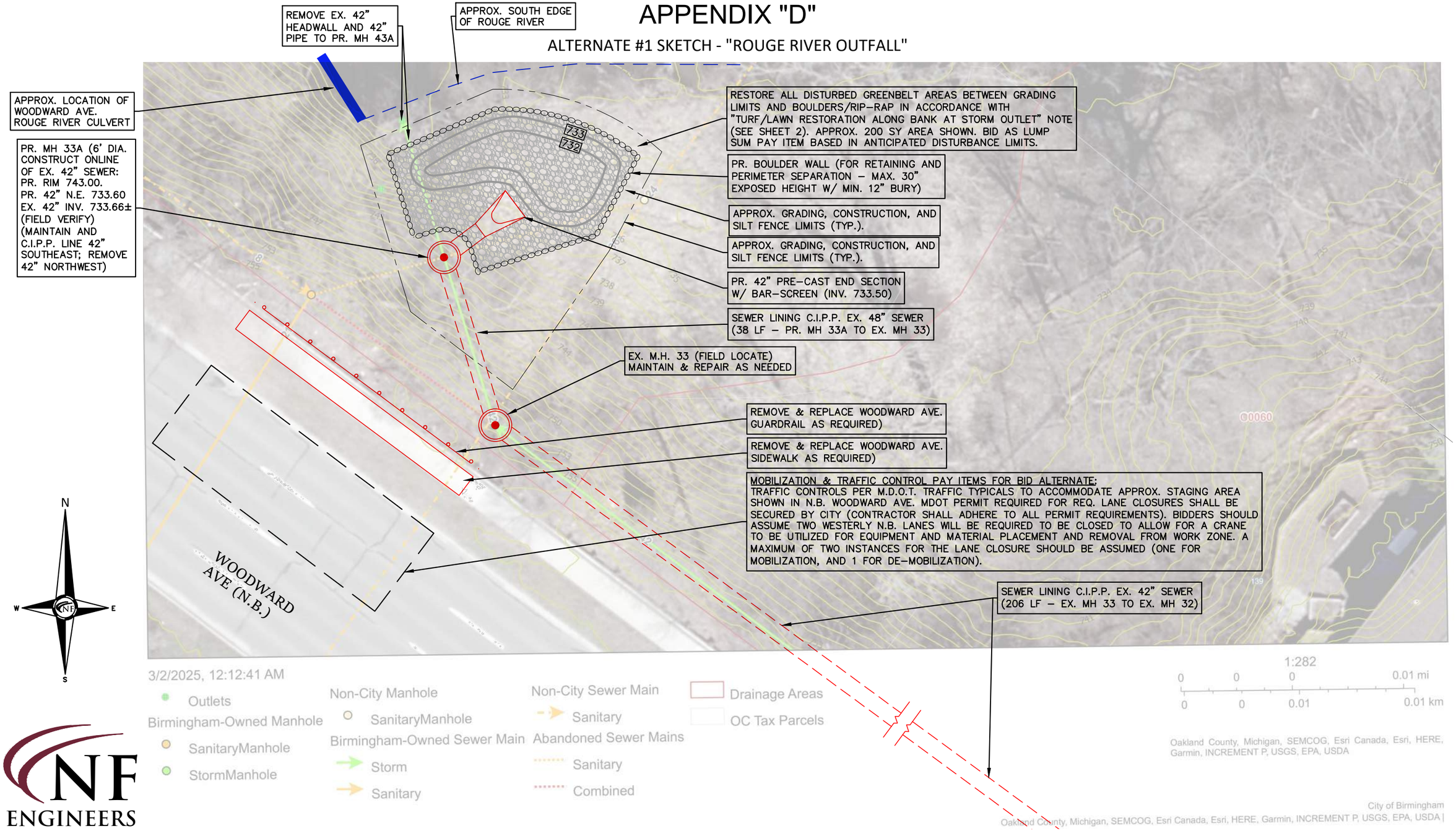
APPENDIX – D

Sketch for:

“Alternate #1 – Rouge River Storm Outfall Improvements”

APPENDIX "D"

ALTERNATE #1 SKETCH - "ROUGE RIVER OUTFALL"



1" = 20'

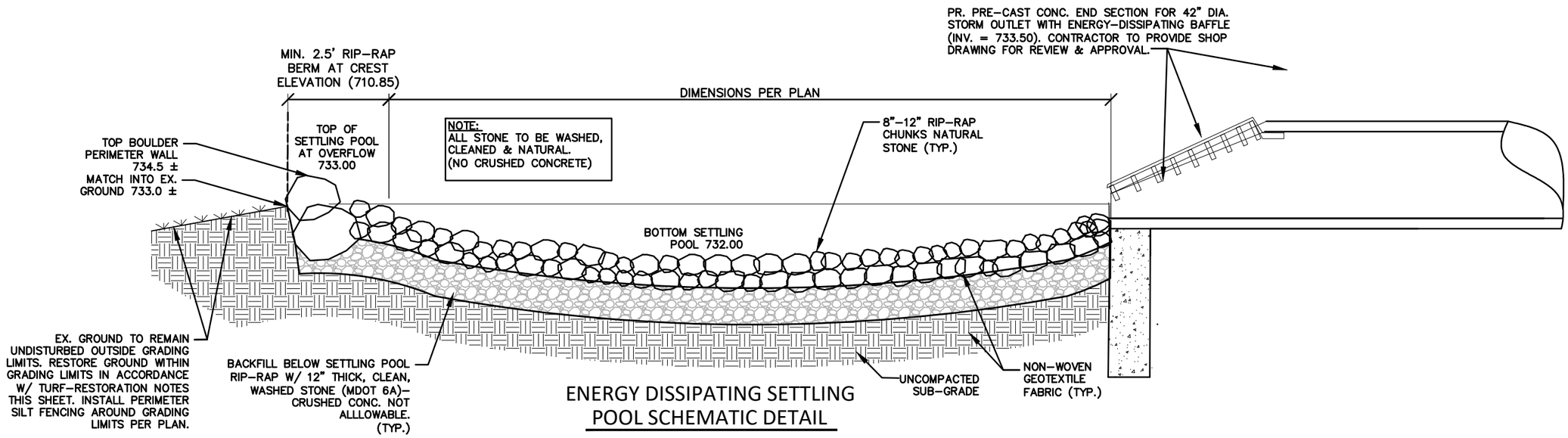
20 10 0 10 20 30

SCALE	DATE	DRAWN	JOB NO.	SHEET
1 = 20'	03/04/25	PT	O310	1 OF 2

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

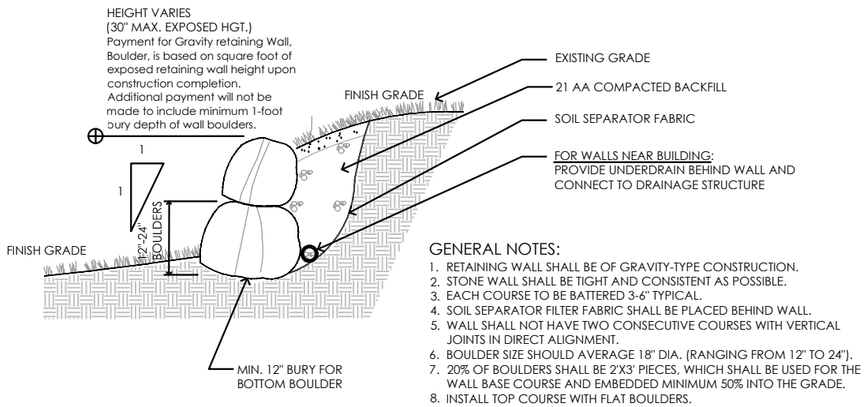
APPENDIX "D"

ALTERNATE #1 SKETCH - "ROUGE RIVER OUTFALL"



ENERGY DISSIPATING SETTLING POOL SCHEMATIC DETAIL

N.T.S.



GENERAL NOTES:

1. RETAINING WALL SHALL BE OF GRAVITY-TYPE CONSTRUCTION.
2. STONE WALL SHALL BE TIGHT AND CONSISTENT AS POSSIBLE.
3. EACH COURSE TO BE BATTERED 3-6" TYPICAL.
4. SOIL SEPARATOR FILTER FABRIC SHALL BE PLACED BEHIND WALL.
5. WALL SHALL NOT HAVE TWO CONSECUTIVE COURSES WITH VERTICAL JOINTS IN DIRECT ALIGNMENT.
6. BOULDER SIZE SHOULD AVERAGE 18" DIA. (RANGING FROM 12" TO 24").
7. 20% OF BOULDERS SHALL BE 2'X3' PIECES, WHICH SHALL BE USED FOR THE WALL BASE COURSE AND EMBEDDED MINIMUM 50% INTO THE GRADE.
8. INSTALL TOP COURSE WITH FLAT BOULDERS.

BOULDER RETAINING WALL

NTS

TURF/VEGETATION RESTORATION ALONG BANK AT STORM OUTLET

ALL DISTURBED AREAS SHALL BE RESTORED USING A MINIMUM OF 4" TOPSOIL, SEED, PERMANENT TURF REINFORCEMENT MAT (VMAX SC250 BY NORTH AMERICAN GREEN, OR EQUAL) AND/OR MULCH BLANKET. TURF REINFORCEMENT MAT SYSTEM SHALL BE INSTALLED SPECIFIC TO AREAS SUSCEPTIBLE TO STREAMBANK EROSION, ON STEEPER SLOPES, AND AREAS ADJACENT TO WATER. ALL OTHER AREAS SHALL RECEIVE MULCH BLANKET STABILIZATION IN ACCORDANCE WITH WRC SPECIFICATIONS (STRAW OR COCONUT BLANKET) AND CAPABLE OF MAINTAINING SOIL STABILITY WHILE PROMOTING FAST AND SUSTAINABLE VEGETATIVE GROWTH. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION SPECIFICATIONS, AND UNDER THE OBSERVATION OF AN ON-SITE GEOTECHNICAL ENGINEER.

SEED MIX SHALL BE A SEDGE BANK GHETTO SEED MIX CAPABLE OF SUSTAINED GROWTH IN ALL AREAS, INCLUDING AREAS SUSCEPTIBLE TO CHEMICAL TREATMENT OF PHRAGMITES AND PERMANENT WATER LEVELS. PROVIDE CUT SHEETS OF PROPOSED SEED MIXES TO ENGINEER FOR REVIEW.

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

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	03/04/25	PT	O310	2 OF 2

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assement District

Sidwell Number	Street Address	Sewer Lateral Length (ft)	Estimated Sewer SAD Costs	Water Lateral Length (ft)	Estimated Water SAD Costs
1925251022	175 ABBEY RD	35	$3,500.00	-	-
1925255006	519 WIMBLETON DR	31	$3,100.00	-	-
1925256002	111 ABBEY RD	24	$2,400.00	-	-
1925177022	999 TWIN OAKS LN	19	$1,900.00	-	$0.00*
1925177023	951 TWIN OAKS LN	10	$1,000.00	-	$0.00*
1925177024	187 WIMBLETON DR	-	-	-	-
1925177025	175 WIMBLETON DR	34	$3,450.00	47	$4,230.00
1925177026	165 WIMBLETON DR	35	$3,500.00	46	$4,140.00
1925177027	155 WIMBLETON DR	28	$2,800.00	-	$0.00*
1925177028	139 WIMBLETON DR	36	$3,600.00	64	$5,760.00
1925180003	176 WIMBLETON DR	27	$2,700.00	-	-
1925180004	144 WIMBLETON DR	35	$3,500.00	-	-
1925251023	147 ABBEY RD	24	$2,400.00	-	-
1925254008	205 WIMBLETON DR	31	$3,100.00	21	$1,890.00
1925254011	287 WIMBLETON DR	31	$3,100.00	21	$1,890.00
1925254012	323 WIMBLETON DR	31	$3,100.00	21	$1,890.00
1925254013	341 WIMBLETON DR	31	$3,100.00	21	$1,890.00
1925254014	355 WIMBLETON DR	31	$3,100.00	21	$1,890.00
1925254015	379 WIMBLETON DR	31	$3,100.00	21	$1,890.00
1925254016	421 WIMBLETON DR	31	$3,100.00	-	-
1925254017	463 WIMBLETON DR	31	$3,100.00	-	-
1925254019	245 WIMBLETON DR	-	-	-	-
1925254020	269 WIMBLETON DR	31	$3,100.00	-	-
1925256001	129 ABBEY RD	24	$2,400.00	-	-
1925257001	202 WIMBLETON DR	-	-	-	-

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assement District

1925257002	244 WIMBLETON DR	30	$3,000.00	-	-
1925257003	266 WIMBLETON DR	30	$3,000.00	-	-
1925257004	282 WIMBLETON DR	30	$3,000.00	40	$3,600.00
1925257005	322 WIMBLETON DR	30	$3,000.00	40	$3,600.00
1925257008	380 WIMBLETON DR	30	$3,000.00	40	$3,600.00
1925257012	498 WIMBLETON DR	30	$3,000.00	40	$3,600.00
1925257018	460 WIMBLETON DR	30	$3,000.00	-	-
1925257019	420 WIMBLETON DR	30	$3,000.00	-	-
		30	$3,000.00	-	-
1925257020	444 WIMBLETON DR	30	$3,000.00	-	-
1925257023	340 WIMBLETON DR	30	$3,000.00	-	-
1925401001	N/A POPPLETON PARK	-	-	-	-
1925255007	541 WIMBLETON DR	38	$3,800.00	27	$2,430.00
1925258001	520 WIMBLETON DR	30	$3,000.00	40	$3,600.00

* Records indicate Lead Water Service, Zero Costs per State of Michigan

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: March 19, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Wimbleton Water and Sewer Laterals Project, Contract #6-25(W) - Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:
The public hearing notice process has been completed for Wimbleton Water and Sewer Laterals Project, Contract #6-25(W) - Sewer and Water Lateral Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 3/19/2025
Test Mail Return Date:
Publishing Dates in the Oakland Press: 3/23/2025 & 4/6/2025
Posted in www.bhamgov/publicnotices

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

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, April 7, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, April 21, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Wimbleton:
Nature of Improvement:	The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6-inch diameter, or an unsuitable material. Water services less than the City minimum size of 1-inch diameter, are 60 years of age or older, or an unsuitable material will also be replaced.
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 3/23/2025 & 4/6/2025
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

1925256002	111 ABBEY RD	1925254012	323 WIMBLETON DR
1925256001	129 ABBEY RD	1925257023	340 WIMBLETON DR
1925177028	139 WIMBLETON DR	1925254013	341 WIMBLETON DR
1925180004	144 WIMBLETON DR	1925254014	355 WIMBLETON DR
1925251023	147 ABBEY RD	1925254015	379 WIMBLETON DR
1925177027	155 WIMBLETON DR	1925257008	380 WIMBLETON DR
1925177026	165 WIMBLETON DR	1925257019	420 WIMBLETON DR
1925177025	175 WIMBLETON DR	1925254016	421 WIMBLETON DR
1925180003	176 WIMBLETON DR	1925257020	444 WIMBLETON DR
1925254008	205 WIMBLETON DR	1925257018	460 WIMBLETON DR
1925257002	244 WIMBLETON DR	1925254017	463 WIMBLETON DR
1925257003	266 WIMBLETON DR	1925257012	498 WIMBLETON DR
1925254020	269 WIMBLETON DR	1925255006	519 WIMBLETON DR
1925257004	282 WIMBLETON DR	1925258001	520 WIMBLETON DR
1925254011	287 WIMBLETON DR	1925255007	541 WIMBLETON DR
1925257005	322 WIMBLETON DR	1925177023	951 TWIN OAKS LN
		1925177022	999 TWIN OAKS LN

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 248.644.3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTALSTAT	POSTALZIP5	PNUM	Postal City Postal State Postal Zip 5
1925254013	MICHAEL DAVID MISCHLE	1109 EARL BLVD	FERNDALE	MI	48220	08-19-25-254-013	FERNDALE, MI 48220
1925256002	FREDERICK J PHILLIPS	111 ABBEY RD	BIRMINGHAM	MI	48009	08-19-25-256-002	BIRMINGHAM, MI 48009
1925256001	JOHN J MCINERNEY JR	129 ABBEY RD	BIRMINGHAM	MI	48009	08-19-25-256-001	BIRMINGHAM, MI 48009
1925177028	CHRISTOPHER BIDLAKE	139 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-177-028	BIRMINGHAM, MI 48009
1925180004	SUSAN ANN HORNUNG	144 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-180-004	BIRMINGHAM, MI 48009
1925251023	CHARLES G MILLER III LVNG TRUST	147 ABBEY RD	BIRMINGHAM	MI	48009	08-19-25-251-023	BIRMINGHAM, MI 48009
1925177027	JACQUELINE L SPICER	155 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-177-027	BIRMINGHAM, MI 48009
1925177026	STEVEN L WICHLACZ	165 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-177-026	BIRMINGHAM, MI 48009
1925177025	GEOFFREY D KAHN	175 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-177-025	BIRMINGHAM, MI 48009
1925180003	ANTHONY R ANSARA	176 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-180-003	BIRMINGHAM, MI 48009
1925254008	ELISA H ROOVERS	205 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-008	BIRMINGHAM, MI 48009
1925257002	TIMOTHY J DOYLE	244 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-002	BIRMINGHAM, MI 48009
1925257003	DANIEL C KOWAL	266 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-003	BIRMINGHAM, MI 48009
1925254020	JORDAN INGRAM	269 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-020	BIRMINGHAM, MI 48009
1925257004	DANIEL J HILL	282 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-004	BIRMINGHAM, MI 48009
1925254011	VOSS REVOCABLE TRUST	287 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-011	BIRMINGHAM, MI 48009
1925257005	JULIANA MAMOU	322 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-005	BIRMINGHAM, MI 48009
1925254012	KENT L FAIRLESS	323 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-012	BIRMINGHAM, MI 48009
1925257023	PIETER E KRIEL	340 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-023	BIRMINGHAM, MI 48009
1925254014	ANNETTA P SARGENT LIVING TRUST	355 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-014	BIRMINGHAM, MI 48009
1925254015	DAVID E BREAUGH JR	379 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-015	BIRMINGHAM, MI 48009
1925257008	MARGARET A DESMOND	380 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-008	BIRMINGHAM, MI 48009
1925258001	BINGHAM WIMBLETON LLC	401 S OLD WOODWARD AVE STE 470	BIRMINGHAM	MI	48009	08-19-25-258-001	BIRMINGHAM, MI 48009
1925257019	PIERRE LOUIS GIRON REVOC LVG TRST	420 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-019	BIRMINGHAM, MI 48009
1925254016	SEAN CHRISTOPHER VAUGHAN	421 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-016	BIRMINGHAM, MI 48009
1925257020	DONAL S O'LEARY	444 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-020	BIRMINGHAM, MI 48009
1925257018	KEVIN PATRICK CLEARY	460 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-018	BIRMINGHAM, MI 48009
1925254017	BRYAN J UHL TRUST	463 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-254-017	BIRMINGHAM, MI 48009
1925257012	BRADFORD L COULTER	498 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-257-012	BIRMINGHAM, MI 48009
1925255006	TIMOTHY C BRADLEY TRUST	519 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-255-006	BIRMINGHAM, MI 48009
1925255007	CLIFFORD RAGER	541 WIMBLETON DR	BIRMINGHAM	MI	48009	08-19-25-255-007	BIRMINGHAM, MI 48009
1925177023	PERISH A LAVOISNE	951 TWIN OAKS LN	BIRMINGHAM	MI	48009	08-19-25-177-023	BIRMINGHAM, MI 48009
1925177022	JEFFREY SLATKIN	999 TWIN OAKS LN	BIRMINGHAM	MI	48009	08-19-25-177-022	BIRMINGHAM, MI 48009
	CITY OF BIRMINGHAM	151 MARTIN STREET					BIRMINGHAM, MI 48009

BIRMINGHAM
A WALKABLE CITY

March 18, 2025

PNUM
OWNER NAME
STREET ADDRESS
CITY STATE ZIP CODE

Re: Wimbleton Water and Sewer Laterals Project, Contract #6-25(W)
Sewer and Water Lateral Special Assessment District (SAD)

To whom it may concern,

The City of Birmingham Wimbleton Project will start in the Spring of 2025. The project includes the replacement of the water main and sewer, and the streets will receive concrete curb and gutter with cape seal treatments.

This project will include the replacement of the water main and sewer improvements. The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6 inch diameter, or an unsuitable material. Water services less than the City minimum size of 1 inch diameter, are 60 years of age or older, or an unsuitable material will also be replaced. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and unsuitable water services will be replaced with new 1 inch diameter pipe. The lengths of sewer and/or water laterals replacement will be within the City's right-of-way. Enclosed is a map of properties included in the Sewer and Water Lateral SAD.

With this letter, you are receiving notifications for two public hearings for the Sewer and Water Lateral Special Assessment District (SAD):

- The Public Hearing of the Necessity to form a Special Assessment District for the sewer and water laterals replacement meeting the requirements as part of the Wimbleton Water and Sewer Laterals Project is **Monday, April 7, 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 April 7 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, April 21, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.

Consistent with previous projects of this nature, it has been the City's policy to assess 100% of the costs of replacing the portion of unsuitable water and sewer laterals within the right-of-way to the property owner.

After the work is completed, an invoice will be generated and sent to the property owner of record for the public improvements. Payment in full will be expected 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 10 annual payments. An annual interest charge on the remaining balance, currently about 8.50 percent, will apply. Official estimates of the water and sewer lateral replacements will be provided at the Hearing of Necessity.

The Engineering Department will have a resident meeting on **Wednesday April 2, 2025, from 5:30 p.m. – 6:30 p.m.** at City Hall in the City Commission room to discuss the project and answer any questions about the SAD process and construction.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You will have the opportunity to ask questions and speak directly to the City Commission at the Public Hearing of Necessity and at the Confirmation of the Roll.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer

151 Martin Street • P.O. Box 3001 • Birmingham, MI 48012-3001
(248) 530-1800 • Fax (248) 530-1080 • www.bhamgov.org



Funds Report

Available:	$7,499.15	PBP Account Number:	35884980
Used:	$82,286.85	Indicia Number:	0008029208
Total Pieces:	110209	Meter Number:	8029208
Control Sum:	$89,786.00	Meter Name:	
Resettable Piece Count:	34	Printed:	MAR 19 2025 3:39 PM
Piece Count Value:	$23.46		

8A

Faith

FROM PAGE 3

bridgewoodchurch.com. Sunday worship services are 8:30 a.m., 10 a.m. and 11:30 a.m., also online services, and locations in Goodrich.

▪ Brightmoor Christian Church, 40800 W. 13 Mile Road, Novi, www.brightmoorchurch.org. Sunday worship services at 9 a.m. and 11:15 a.m.

▪ Calvary Chapel Oakland County, 1975 E. Long Lake Road, Troy, 248-457-9673, ccoaklandcounty.com. Worship 7 p.m. Wednesdays and 10 a.m. Sundays.

▪ Calvary Church, 1361 Giddings Road, Pontiac, Sunday worship services are at 10 a.m., https://ccpontiac.org, 248-373-0311.

▪ Calvary Evangelical Lutheran Church, 6805 Bluegrass Drive, Clarkston, calvary-lutheran.org. Sunday worship services are Traditional Worship at 7:55 a.m.; Modern Worship at 9:30 a.m. and 11 a.m.; and livestream at 9:30 a.m. Food pantry (drive-up or curbside pickup) is 9-11 a.m. Wednesdays.

▪ Central Church, 1529 Twelve Mile Road, Madison Heights, www.central-church.cc. Sunday worship services at 10 a.m.

▪ Central Oaks Community Church, 2005 Rochester Road, Royal Oak, www.centraloaks.com, 248-547-7755. Sunday worship services at 11 a.m.

▪ Central United Methodist Church, 3882 Highland Road, Waterford Twp., 248-681-0040, WaterfordCUMC.org. In-person worship at 8:45 a.m. and 10:30 a.m. Sundays and online at 10:30 a.m. at Live.WaterfordCUMC.org.

▪ Central Woodward Christian Church Disciples of Christ, 3955 W. Big Beaver Road, Troy, 248-644-0512, centralwoodwardchristian.com. Sunday worship services are at 10:30 a.m., in person and online at centralwoodwardchristian.com and Facebook at www.facebook.com/Central-Woodward.

▪ Chapel of Our Lady of Orchard Lake, 3535 Commerce Road, West Bloomfield Twp., www.sscms.edu, 248-683-0310.

▪ Christian Tabernacle Church, Southfield, ctabchurch.com, 248-213-4770.

▪ Christ Church Cranbrook, 470 Church Road, Bloomfield Hills, in-person and online worship services, 10 a.m. Sundays, ccc-info.org.

▪ Christ Lutheran Church, Waterford Twp., https://christwaterford.org, 248-673-7331. Sunday worship services at 10 a.m.

▪ Christ Lutheran Church and School, 620 General Motors Road, Milford, www.christlutheranmilford.org. Sunday worship services at 8:30 a.m. and 11 a.m.

▪ Christ, Our Light! Catholic Church, 3077 Glouchester, Troy. Mass times are: Saturday at 4 p.m.; Sunday at 8 a.m., 9:30 a.m. and 11 a.m.; weekday Masses (followed by Rosary recitation) are Tuesday, Wednesday, Thursday at 9 a.m., and Friday at 12:05 p.m., www.coltroy.org, 248-649-5510.

▪ Christ the Good Shepherd Progressive Old Catholic Church, 3947 Twelve Mile Road Berkley, church services: Saturday Mass 4:30 p.m. and Sunday Mass 10:30 a.m., 248-439-0470, www.cgs-occ.org.

▪ Christ the Redeemer Parish, 2700 Waldon Road Orion Township, 248-391-1621, www.ctredeemer.org. Weekend Masses are 5 p.m. Saturdays, and 9 a.m. and 11 a.m. Sundays.

▪ Crown of Life Lutheran Church, 2975 Dutton Road Rochester Hills, www.crownoflifechurch.org, 248-652-7720. Sunday worship services are 9 a.m. and 10:30 a.m.

▪ Church of the Holy Spirit, 3700 Harvey Lake Road, Highland Twp., www.holyspirithighland.com.

▪ The Church of Jesus Christ of Latter-day Saints congregations in Oakland County include: Bloomfield Hills, Clarkston, Commerce Twp., Farmington Hills, Lake Orion, Pontiac (Spanish), Rochester, Troy and White Lake Twp. The congregations host worship services on Sundays. For worship times and locations, visit churchofjesuschrist.org.

▪ Church of the Resurrection, 6490 Clarkston Road, Village of Clarkston, https://clarkstonepiscopal.com, 248-625-2325. Sunday worship services at 10 a.m.

▪ Clarkston Community Church, 6300 Clarkston Road, Clarkston, in-person and online services at 9:15 a.m. and 11 a.m. Sundays, clarkstoncchurch.com, 248-625-1323.

▪ Clarkston United Methodist Church, 6600 Waldon Road, Clarkston, in-person and online faith services, 9 a.m. and 11 a.m. Sundays, clarkstonumc.org, 248-625-1611.

▪ Commerce United Methodist Church, 1155 N. Commerce Road, Commerce Twp., commerceumc.org/media.

▪ Community Bible Church, 1888 Crescent Lake Road, Waterford Twp., https://cbcmi.com, 248-674-4871. Sunday worship services at 11 a.m.

▪ Community Fellowship Seventh-Day Adventist Church, 27800 Southfield Road, Lathrup Village, church services at 11 a.m. Saturdays, http://communityfellowship22.adventistchurchconnect.org, 248-469-8539.

▪ Community Presbyterian Church, 4301 Monroe Ave., Waterford Twp. In-person worship is 10 a.m., Sundays, cpcwaterford.org, 248-673-7805.

▪ Congregation Beth Ahm, 5075 West Maple Road, West Bloomfield Twp., 248-851-6880, cbahm.org.

▪ Congregational Church of Birmingham, UCC, 1000 Cranbrook Road, Bloomfield Hills. Worship services are 10 a.m. Sundays, ccbucc.org, 248-646-4511.

▪ Congregation Shaarey Zedek, 27375 Bell Road, Southfield, offers virtual Jewish religious services including daily morning and evening Minyan services, Shabbat morning services and Youth Shabbat activities, shaareyzedek.org, 248-357-5544.

▪ Congregation Shir Tikvah, 3900 Northfield Parkway, Troy, www.shirtikvah.org.

▪ Cornerstone Baptist Church, Ortonville, in-person worship services, Sundays at 11 a.m. and 6 p.m., Wednesdays at 7 p.m. Also online at Facebook at Cornerstone Baptist Church Ortonville, cbcortonville.com, 248 627-4700.

▪ Cornerstone Church, 4995 N Hickory Ridge Road, Highland, cornerstonehighland.com, 248-887-1600. Worship services at 9 a.m. and 11 a.m. Sundays, 7 p.m. Wednesdays. Livestream at 11 a.m. Sundays YouTube, Facebook, website.

▪ Crossroads Free Will Baptist Church, 4804 White Lake Road, White Lake Twp., https://crossroadswl.org, Sunday worship services at 11 a.m. The church has a Blessing Box that is stocked with non-perishable food items, books and other household items for those in need. Donations welcome.

▪ Destiny Faith Church, 501 University Drive, Pontiac, Destinyfaith.org, 248-322-2200. Worship services at 10 a.m. Sundays and 7 p.m. Wednesdays, in person and online.

▪ Divine Grace Evangelical Lutheran Church, 3000 S. Lapeer Road, Orion Twp., divinegrace.net, Sunday worship services at 8 a.m. and 10:30 a.m., livestream.

▪ Door of Faith Christian Church, Pontiac, online services, 9 a.m. and 11 a.m. Sundays, mydooroffaith.org.

▪ Emmanuel Lutheran Church, 23425 Lahser Road, Southfield, 248-357-1848, emmanuellutheransouthfield.org.

▪ Empowerment Church of Southfield, worship services are 7:30 a.m. and 10:30 a.m. Sundays at new worship center location, Shriner's Silver Garden Events Center, 24350 Southfield Road, Southfield, 248-569-2299, empowerment.mi.org. Virtual worship services, 10:30 a.m. Sundays at empowermentmi.org/stream and on Facebook Live.

▪ Encounter Church, 600 North Campbell Road, Royal Oak, in-person and online services, 11 a.m. Sundays; Prayer and Bible study is 6:30 p.m. Wednesdays, www.encounter360.org.

▪ Evanswood Church of God, 2601 E Square Lake Road, Troy, 248-879-9240.

▪ Faith Church in Rochester Hills offers free meals to the community, 5:30-6:45 p.m. Wednesdays, at the church,160 W Hamlin Road, Rochester Hills, faithchurchrochesterhills.org/sharethetable.

▪ Faith Community Christian Church (meeting at Abiding Presence Lutheran Church), 1550 Walton Blvd., Rochester Hills, 586-703-6249, Reverend Tom Sayers. Traditional service is at 1 p.m., www.faithcommunitychristianchurch.org.

▪ Faith Covenant Church, 35415 W. 14 Mile Road, Farmington Hills, worship services are at 9:30 a.m. and 11a.m., Sundays, 248-661-9191, 4fcc.org.

▪ First Baptist Church, 2601 John R Road, Troy, fbctroy.org.

▪ First Baptist Church, 255 E. Scripps Road, Lake Orion, fbclo.org, 248-693-6203, info@fbclo.org.

▪ First Congregational Church, 5449 Clarkston Road, Clarkston, (just east of Sashabaw Road), 248-394-0200, www.fcclarkston.com, worship services at 10 a.m. Sundays.

▪ First Congregational Church of Rochester UCC, 1315 N. Pine, Rochester, worship services at 10 a.m. Sundays, fccrochester.org, 248-651-6225.

▪ First Congregational Church of Royal Oak, 1314 Northwood Blvd., Royal Oak. Worship services at 10:30 a.m. Sundays, www.fccro.org.

▪ First General Baptist of Waterford, 2933 Frembes Road, Waterford, wgbchurch.com, 248-673-6481, Sunday school at 10 a.m., worship services at 11 a.m. and 6 p.m.

▪ First Missionary Church, 4832 Clintonville Road, Independence Twp., www.fmcclarkston.org, 248-674-3186. Sunday worship services at 11 a.m.

▪ First Presbyterian Church Birmingham, 1669 W. Maple, Birmingham, worship services are Sundays, 8:30 a.m. in person, and 10 a.m. in person and livestream, fpcbirmingham.org, 248-644-2040.

▪ First Presbyterian Church of Pontiac, 99 Wayne Street, Pontiac, fpcpontiac.info.

▪ First Presbyterian Church of Royal Oak, 529 Hendrie Blvd., 248-541-0108. Sunday worship services are at 10:30 a.m., online services available anytime at fpcro.org, 248-541-0108.

▪ First United Methodist Church of Troy, 6363 Livernois, Troy. Church services are 10 a.m. Sundays in person and livestream on YouTube and Facebook, www.FUMCTROY.org, 248-879-6363.

▪ Five Points Community Church, 3411 E Walton Blvd, Auburn Hills, https://5pointscc.org, 248-373-1381. Sunday worship services at 10 a.m.

▪ Good Shepherd Lutheran Church, 1950 S. Baldwin Road, Lake Orion, 248-391-1170, goodshepherdlakeorion.net. Worship service is at 10 a.m. Sundays.

▪ Grace Gospel Fellowship, 65 East Huron Street, Pontiac; in-person and livestream services are 11 a.m. Sundays and 7 p.m. Wednesdays. Livestream services are at www.facebook.com/GraceGospelFellowshipPontiac, 248-334-2187.

▪ Greenfield Presbyterian Church, 2312 Greenfield Road, Berkley, both virtual and in-person worship services are at 9 a.m. and 11 a.m. Sundays, (Memorial Day through Labor Day, services are at 10 a.m. only), youtube.com/user/GreenfieldChurch, greenfieldchurch.com, 248-544-1800.

▪ Grace Church, 220 Bogie Lake Road, White Lake Twp. Sunday services are 9:30 a.m. and 11:15 a.m., Gracechurchinfo.net, 248-887-3700.

▪ Harvestland Church, 5848 Clintonville Road, Independence Twp., https://harvestland.church, 248-391-2063. Sunday worship services at 10:30 a.m.

▪ Hazel Park First United Methodist Church, 313 E. Nine Mile Road, Hazel Park, 248-546-5955, hpfirst.org. Sunday worship services at 11:15 a.m.

▪ Heart of the Hills Christian Church, 5085 Orion Road, Rochester, https://heartofthehills.com, 248-841-1679. Sunday worship services at 10:30 a.m.

▪ Hillside Bible Church, 73 N Church St, Ortonville, 248-627-2513, hillsidebible.org, Sunday worship services at 10:30 a.m.

▪ Hilltop Church of the Nazarene, 21260 Haggerty Road, Northville, hilltopnaz.org, Sunday worship services at 10:30 a.m.

▪ Holly Calvary Church, 15010 N Holly Road, Holly, hollycalvary.org, Sunday worship services at 10 a.m. in person and online, Wednesday worship is at 6:30 p.m.

▪ Holy Spirit Lutheran Church, 4800 Orchard Lake Road, West Bloomfield Twp. In-person worship services at 10 a.m. Sundays, livestream on YouTube youtube.com/@spiritdrivenchurch, 248-682-5441, spiritdrivenchurch.com.

▪ Hope United Methodist Church, 26275 Northwestern Hwy., Southfield, 248-356-1020, hopeumc.org.

▪ Immanuel Congregational Church of Christ, Oxford, 248-628-1610, icucc.org, in-person worship services at 11 a.m. Sundays, and online at facebook.com/oxfordimmanuelucc.

▪ International Christian Church, 3980 Walton Blvd., Rochester Hills, online and in-person services at 11:30 a.m. Sundays, 248-494-8757, myiccglobal.org, facebook.com/icchurch/live.

▪ Islamic Association of Greater Detroit, 879 West Auburn Road, Rochester Hills, www.childrenofabrahamday.org.

▪ Jewel Heart Tibetan Buddhist Learning Center, 27745 Woodward Ave., Berkley, www.jewelheart.org.

▪ Journey Lutheran Church, (joined with Holy Cross Church) 136 S. Washington St., Oxford, in-person and online worship services, 8:45 a.m. and 11 a.m. Sundays, education hour is at 10 a.m., journeylutheran.church, 248-628-2011.

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, April 7, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, April 21, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Wimbleton: 1925256002 111 ABBEY RD; 1925256001 129 ABBEY RD; 1925177028 139 WIMBLETON DR; 1925180004 144 WIMBLETON DR; 1925251023 147 ABBEY RD; 1925177027 155 WIMBLETON DR; 1925177026 165 WIMBLETON DR; 1925177025 175 WIMBLETON DR; 1925180003 176 WIMBLETON DR; 1925254008 205 WIMBLETON DR; 1925257002 244 WIMBLETON DR; 1925257003 266 WIMBLETON DR; 1925254020 269 WIMBLETON DR; 1925257004 282 WIMBLETON DR; 1925254011 287 WIMBLETON DR; 1925257005 322 WIMBLETON DR; 1925254012 323 WIMBLETON DR; 1925257023 340 WIMBLETON DR; 1925254013 341 WIMBLETON DR; 1925254014 355 WIMBLETON DR; 1925254015 379 WIMBLETON DR; 1925257008 380 WIMBLETON DR; 1925257019 420 WIMBLETON DR; 1925254016 421 WIMBLETON DR; 1925257020 444 WIMBLETON DR; 1925257018 460 WIMBLETON DR; 1925254017 463 WIMBLETON DR; 1925257012 498 WIMBLETON DR; 1925255006 519 WIMBLETON DR; 1925258001 520 WIMBLETON DR; 1925255007 541 WIMBLETON DR; 1925177023 951 TWIN OAKS LN; 1925177022 999 TWIN OAKS LN
Nature of Improvement:	The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6-inch diameter, or an unsuitable material. Water services less than the City minimum size of 1-inch diameter, are 60 years of age or older, or an unsuitable material will also be replaced.
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 3/23/2025 & 4/6/2025
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 248.644.3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.



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RSVP to Jennifer: (248) 977-6200

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4. Bowel Toxicity Measurement
5. Body Hydration Grade
6. Dietary/Cellular Nutrient Availability
7. Calcium Score
8. Adrenal Stress Level
9. Thyroid Stress Measurement
10. Vitamin C Count
11. Candida/Yeast Presence
12. White Blood Cell/Infection Levels

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Wimbleton Phase 1 Project

Hearing of Necessity for Sewer and Water Laterals Special Assessment District (SAD)

Engineering Department

Date: April 7, 2025

8A

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

➢Overview

- Limits of Wimbleton Phase 1 Project are Wimbleton Drive from Woodward Ave. to Oxford Road, Abbey Street from Wimbleton south to the dead end, and Twin Oaks from Wimbleton north to the dead end.
- Project includes:
  - New Water Main: Wimbleton Drive, Abbey Street, and Twin Oaks
  - Sewer Improvements: Wimbleton Drive, Abbey Street, and Twin Oaks
  - Installation of cape seal treatment and new concrete curb and gutter
- Special Assessment District (SAD) for Sewer and Water Laterals to be paid by the property owner at one hundred percent of the costs.

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

- General Construction Information: Water

  Wimbleton Drive:

  - Existing Water: 6” Cast Iron Pipe, installed 1925
  - Proposed Water: 12” Ductile Iron

  Abbey Street:

  - Water: 6” Cast Iron Pipe, installed 1925
  - Proposed Water: 8” Ductile Iron

  Twin Oaks Lane:

  - Water: 2” installed unknown
  - Proposed Water: 8” Ductile Iron

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

➢General Construction Information: Water

Wimbleton Drive, Abbey Street, Twin Oaks Lane

- Almost 100 years old
- Fire Department concern of fire flow on some hydrants on these streets and the streets to the north.
- Wimbleton Street is the backbone of the water system in this area since it connects to larger size water main at Woodward Ave and Adams Road, and feeds the area to the north. There is no water main feed north of this area due to the City limits with Bloomfield Township (properties in Township are located on wells).
- These streets have experienced some water main breaks.

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District





Existing 6” Water Main on Fairley Street, Installed 1929

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District



Existing Water Main

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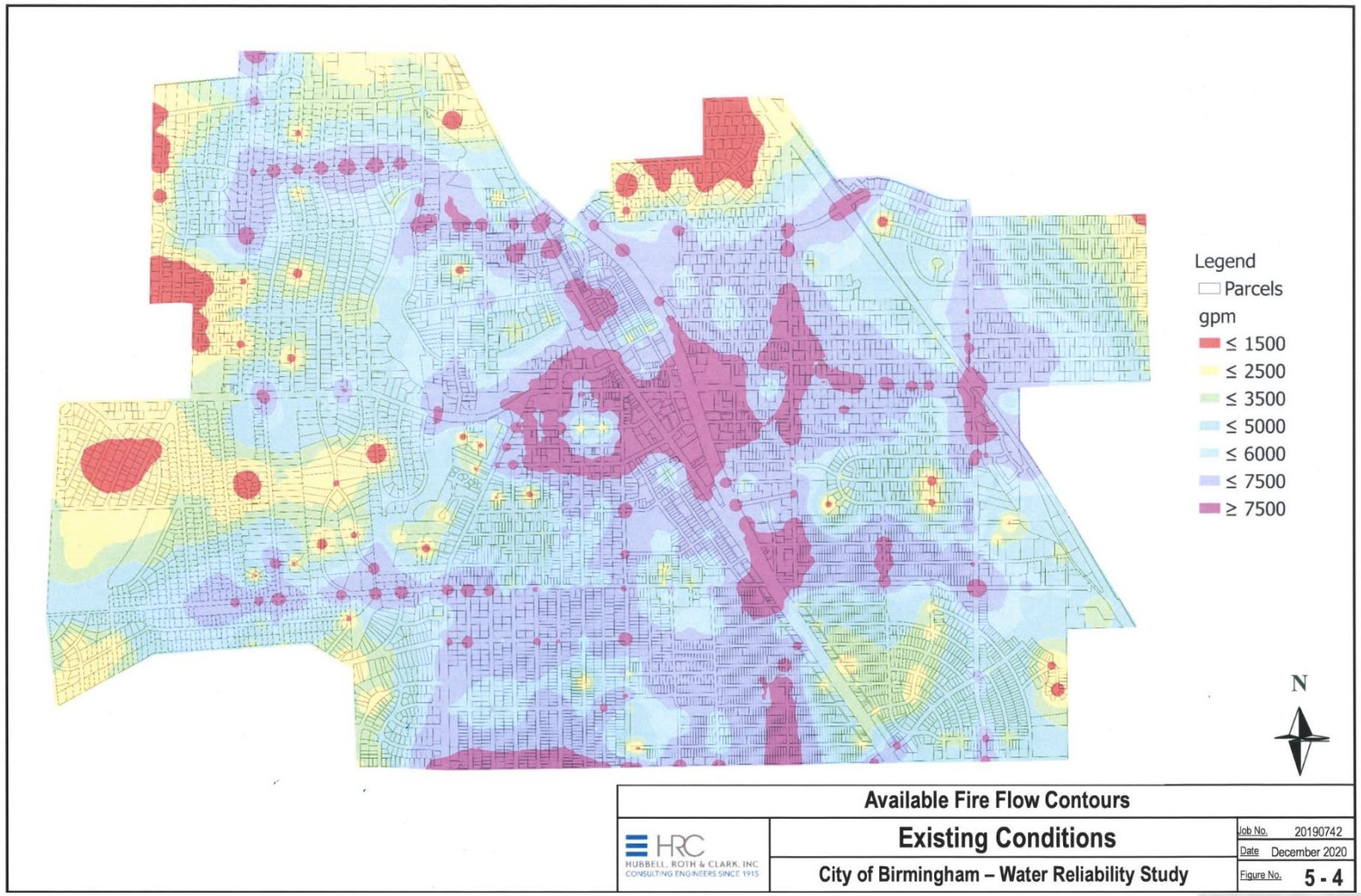
Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District



Existing Fire Flows Map

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

- General Construction Information: Sewer

  Wimbleton Drive:

  - Existing Sewer:
    - *Woodward to Abbey: OCWRC Sewer: 42" Combined Sewer (Evergreen Farmington Sewer District)*
    - *Abbey to Oxford:*
      - *8" Sanitary Sewer drains west, installed 1926*
      - *12" Combined Sewer drains west, installed 1926*
  - Proposed Sewer: 12"- 42" Storm Sewer and 18" Combined Sewer Repairs

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

- General Construction Information: Sewer

  Abbey Street:

  - Existing Sewer:
    - *8" Sewer drains to the south across Poppleton Park, installed 1923*
  - Proposed Sewer: 10" Storm Sewer and 10" Combined Sewer

  Twin Oaks Lane:

  - Existing Sewer:
    - *8" Sewer drains to the south, installation date unknown*
  - Proposed Sewer: 12"-24" Storm Sewer and 10" Combined Sewer

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

➢General Construction Information: Sewer

Wimbleton Drive, Abbey Street, Twin Oaks Lane

- Portions of the sewer are almost 100 years old
- Sections of sewer are in need of open cut replacement due to the condition of the pipe and not being a candidate for sewer lining
- Existing catch basins are in poor condition and need replacement
- Proposed storm sewer improvements will create a separated storm system on these streets and drain directly to the Rouge River
- This phase of Wimbleton Drive is the downstream portion of the sewer system (area drains from the north towards the west).

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District



Existing Sewer System

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

➢Policy

- City policy: To protect the public investment being made with capital improvement projects in public roadways, as part of the project
  - Water Laterals:
    - Replace all water services that are 60 years of age or older, are less than one inch in diameter, or are constructed of an unsuitable material.
    - All unsuitable water services will be replaced with a new 1” diameter service, or be replaced to match the existing diameter if greater than 1”

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

➢Policy

- City policy: To protect the public investment being made with capital improvement projects in public roadways, as part of the project
  - Sewer Laterals:
    - Replacement of all sewer laterals that are 50 years of age or older, are less than 6” diameter, or are constructed of an unsuitable material.
    - All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC or match existing size if larger than 6”.

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

- SAD:
  - Water Lateral: 100% cost of the property owner
  - Sewer Lateral : 100% cost of the property owner
  - Cost: The cost can be paid back in either a lump sum or over a 10-year period with interest. The interest rate will be confirmed at the Confirmation of Roll.

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

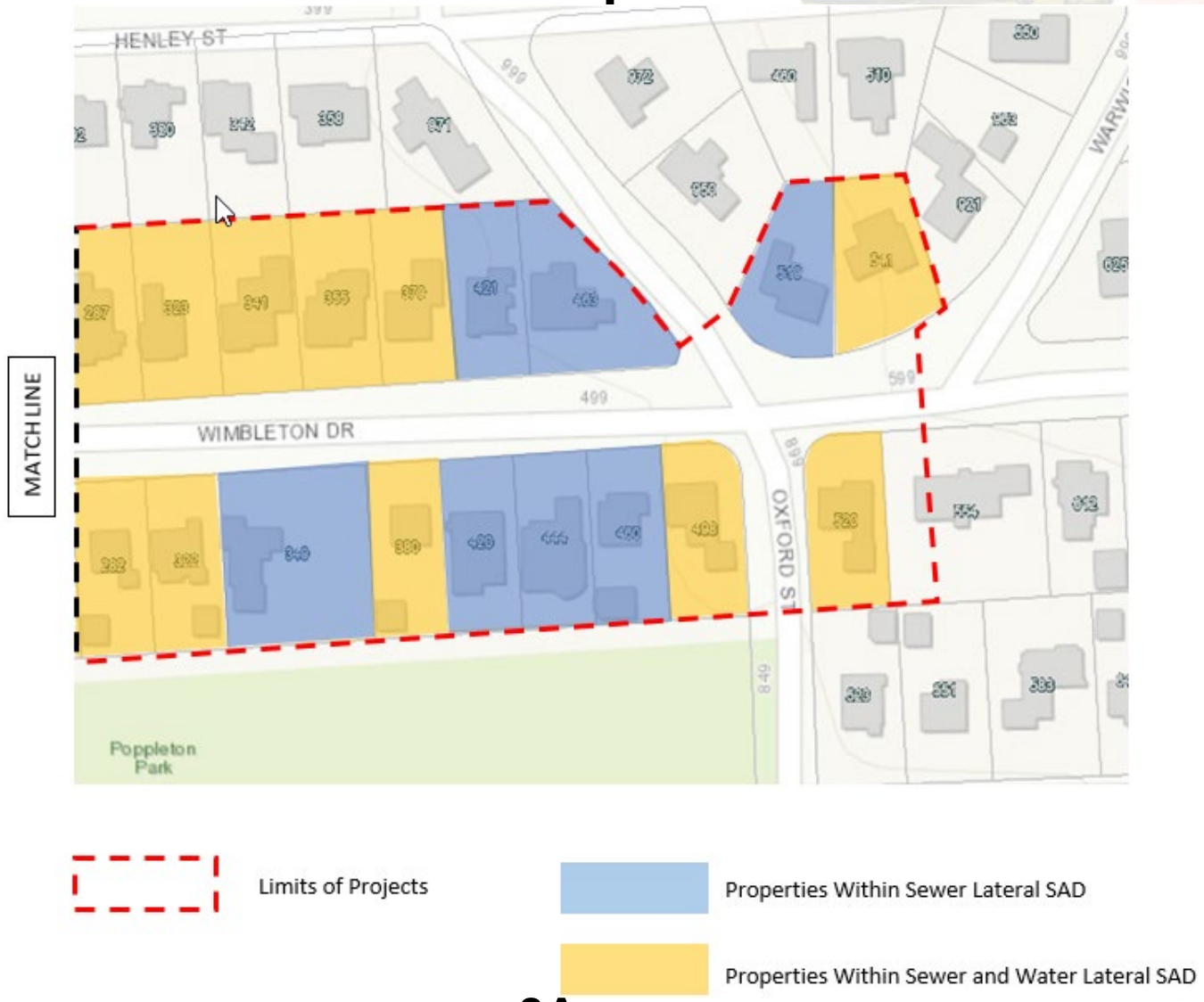
- SAD:
  - Received Bids for Project on March 12, 2025
  - Water:
    - $90 per lineal foot for 1” diameter water service
    - $95 per lineal foot for 1.5” diameter water service
  - Sewer:
    - $100.00 per lineal foot for 6” sewer pipe

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District



Sewer and Water Lateral SAD Project Limits

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District



Sewer and Water Lateral SAD Project Limits

Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

➢PROPERTIES LOCATED IN SEWER LATERAL SAD:

Sidwell Number	Street Address
1925251022	175 ABBEY RD
1925255006	519 WIMBLETON DR
1925256002	111 ABBEY RD
1925177022	999 TWIN OAKS LN
1925177023	951 TWIN OAKS LN
1925177024	187 WIMBLETON DR
1925177025	175 WIMBLETON DR
1925177026	165 WIMBLETON DR
1925177027	155 WIMBLETON DR
1925177028	139 WIMBLETON DR
1925180003	176 WIMBLETON DR
1925180004	144 WIMBLETON DR
1925251023	147 ABBEY RD

Sidwell Number	Street Address
1925254008	205 WIMBLETON DR
1925254011	287 WIMBLETON DR
1925254012	323 WIMBLETON DR
1925254013	341 WIMBLETON DR
1925254014	355 WIMBLETON DR
1925254015	379 WIMBLETON DR
1925254016	421 WIMBLETON DR
1925254017	463 WIMBLETON DR
1925254019	245 WIMBLETON DR
1925254020	269 WIMBLETON DR
1925256001	129 ABBEY RD
1925257001	202 WIMBLETON DR
1925257002	244 WIMBLETON DR

Sidwell Number	Street Address
1925257003	266 WIMBLETON DR
1925257004	282 WIMBLETON DR
1925257005	322 WIMBLETON DR
1925257008	380 WIMBLETON DR
1925257012	498 WIMBLETON DR
1925257018	460 WIMBLETON DR
1925257019	420 WIMBLETON DR
1925257020	444 WIMBLETON DR
1925257023	340 WIMBLETON DR
1925401001	N/A POPPLETON PARK
1925255007	541 WIMBLETON DR
1925258001	520 WIMBLETON DR

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Wimbleton Phase 1 Project
Sewer and Water Lateral Special Assessment District

- Summary
  - The Engineering Department recommends the City Commission declare necessity and approve the SAD for Wimbleton Phase 1 Project for sewer and water laterals
  - Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on April 21, 2025

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MEMORANDUM

Engineering Department

DATE: April 17, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Bird Phase 1A Project, Contract #7-25(W)
Public Hearing of Necessity for Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:
Bird Avenue from Pierce Street to Grant Street will receive water main replacement, sewer improvements, and installation of new concrete road. The City intends to replace private sewer and water laterals from the new utility to the property line that do not meet "useful life" criteria within the City's right-of-way (ROW) in an effort to protect public investments under a Special Assessment District (SAD).

BACKGROUND:
The City will replace the existing 4" water main on Bird Street, which was installed in 1931, with an 8" water main. The existing sewer ranges in size from 8" to 18" and will either be replaced or lined, and an additional storm sewer will be installed as part of the project.

By City policy established to protect the public investment being made with capital improvement projects, the City intends to replace all sewer laterals that are 50 years of age or older, are less than 6" in diameter, or are constructed of an unsuitable material. Water services that are 60 years of age or older, are less than one inch in diameter or are constructed of an unsuitable material will also be replaced as part of the project. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and water services will be replaced with either a new 1-inch diameter service or match the existing diameter service if larger than 1 inch. As part of the project, only the lengths of sewer and/or water lateral within the road right-of-way will be replaced and assessed.

The lengths of sewer and/or water lateral replacement will be within the road right-of-way. The parcels within the project zone that are subject to sewer and water lateral special assessment are highlighted on the attached map. Appended to this report is a list of properties that are included in the Assessment District, along with the estimated construction costs to be assessed.

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. The City Attorney has no objections.

FISCAL IMPACT:
Revenue generated from the water and sewer lateral SAD for the Bird Phase 1A project will defray the costs incurred by the City for the construction of these improvements. One hundred percent of the costs for laterals within the ROW will be paid by the property owners. The cost can be paid in either a lump sum or over up to a 5-year period with interest. The interest rate will be confirmed at the Confirmation of Roll Hearing.

SUSTAINABILITY:
Replacing sewer and water laterals that do not meet the City's requirements during a construction project will protect the new road from disturbance of sewer and/or water lateral replacement in the future.

DESIGN CONSIDERATIONS:
The design will incorporate ADA standards.

PUBLIC COMMUNICATIONS:
Notice of the Hearing of Necessity and Confirmation of the Roll was distributed by the Clerk's Office. The Engineering Department held a property owners' meeting on Wednesday, April 16, 2025, from 5:30 pm to 6:30 pm to explain the associated work, the proposed assessment cost, and to answer questions.

SUMMARY:
The Engineering Department recommends that the City Commission declare necessity and approve a special assessment district for sewer and water laterals as part of the Bird Phase 1A Project. Should the Commission approve the special assessment district, a public hearing for Confirmation of the Roll should be set for the City Commission meeting on May 5, 2025.

ATTACHMENTS:
- Map of proposed special assessment district of sewer and water lateral replacement
- Bird Phase 1A project plans
- Spreadsheet with estimated cost of lateral replacement
- Clerk’s confirmation of the 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 replacing sewer services 50 years of age or older or constructed of material that is not acceptable for City standards and replacing water services that are 60 years or older or less than 1 inch in diameter on Bird Street from Pierce Street to Grant Street; and

WHEREAS, The City has previously established a policy requiring replacement of sewer services 50 years of age or older or constructed of materials that are not acceptable for City standards and water services less than 1 inch in diameter and the City street is open for repairs or reconstruction; and

WHEREAS, The City Commission, after the public hearing, has determined that the Bird Phase 1A Project, the replacement of sewer services that are 50 years of age or older or of material that is not acceptable for City standards, the replacement of water services that are 60 years or older or less than 1 inch in diameter, is a necessity and is in the best interest of the City; and

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

WHEREAS, Formal bids have been received and the actual cost of sewer service and water service replacement has been determined; and

WHEREAS, The City Engineer has determined the boundaries of sewer service lateral and water service laterals located within the limits of the following streets shall be installed as part of the Bird 1A Project (Contract #7-25(W)):

Bird Avenue – Pierce Street to Grant Street

WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for replacing the lateral service that is 50 years of age or older or constructed of materials that are not acceptable and water service that is 60 years of age or older or less than 1 inch in diameter within the public right-of-way between the utility and the property line (calculated at the rate of $125.00 per foot of 6" diameter sewer service pipe, $60.00 per foot of 1-inch water service pipe).

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 and 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 of Confirmation on May 5, 2025 and give notice of same.

Sewer and/or Water Lateral

Sidwell Number	Street Address	Estimated Sewer SAD Costs	Estimated Water SAD Costs
1936453004	1829 PIERCE ST	-	-
1936455013	407 BIRD AVE	$2,375.00	$2,100.00
1936455014	423 BIRD AVE	-	-
1936455015	425 BIRD AVE	-	-
1936455016	455 BIRD AVE	-	-
1936455017	479 BIRD AVE	$2,250.00	$2,040.00
1936455018	495 BIRD AVE	$2,250.00	$2,040.00
1936455019	505 BIRD AVE	-	-

1936455020	519 BIRD AVE	-	-
1936455021	537 BIRD AVE	$2,250.00	$2,040.00
1936455022	551 BIRD AVE	$2,125.00	$2,040.00
1936455023	571 BIRD AVE	$2,125.00	$2,040.00
1936455024	591 BIRD AVE	$2,125.00	$2,040.00
1936456002	212 BIRD AVE	-	-
1936456003	222 BIRD AVE	$3,750.00	-
1936456004	250 BIRD AVE	$3,750.00	-
1936456005	262 BIRD AVE	-	-
1936456006	286 BIRD AVE	$3,750.00	$900.00
1936456007	298 BIRD AVE	$3,875.00	$900.00
1936456008	306 BIRD AVE	$3,875.00	$900.00
1936456009	328 BIRD AVE	$3,875.00	$900.00
1936456010	366 BIRD AVE	$3,875.00	$900.00
1936456011	370 BIRD AVE	$3,875.00	$900.00
1936456012	390 BIRD AVE	$3,875.00	$900.00
1936456019	125 E 14 MILE RD UNIT 1	-	$218.57
1936456020	125 E 14 MILE RD UNIT 2	-	$218.57
1936456021	125 E 14 MILE RD UNIT 3	-	$218.57
1936456022	125 E 14 MILE RD UNIT 4	-	$218.57
1936456023	125 E 14 MILE RD UNIT 5	-	$218.57
1936456024	125 E 14 MILE RD UNIT 6	-	$218.57
1936456025	125 E 14 MILE RD UNIT 7	-	$218.57
1936456026	125 E 14 MILE RD UNIT 8	-	$218.57
1936456027	125 E 14 MILE RD UNIT 9	-	$218.57
1936456028	125 E 14 MILE RD UNIT 10	-	$218.57
1936456029	125 E 14 MILE RD UNIT 11	-	$218.57
1936456030	125 E 14 MILE RD UNIT 12	-	$218.57
1936456031	125 E 14 MILE RD UNIT 14	-	$218.57
1936456032	125 E 14 MILE RD UNIT 15	-	$218.57
1936456033	150 BIRD AVE UNIT 16	-	$218.57
1936456034	150 BIRD AVE UNIT 17	-	$218.57
1936456035	150 BIRD AVE UNIT 18	-	$218.57
1936456036	150 BIRD AVE UNIT 19	-	$218.57
1936456037	150 BIRD AVE UNIT 20	-	$218.57
1936456038	150 BIRD AVE UNIT 21	-	$218.57
1936456039	151 BIRD AVE UNIT 22	-	$218.57
1936456040	150 BIRD AVE UNIT 23	-	$218.57
1936456041	150 BIRD AVE UNIT 24	-	$218.57
1936456042	150 BIRD AVE UNIT 25	-	$218.57
1936456043	150 BIRD AVE UNIT 26	-	$218.57
1936456044	150 BIRD AVE UNIT 27	-	$218.57

1936456045	150 BIRD AVE UNIT 28	-	$218.57
1936456046	150 BIRD AVE UNIT 29	-	$218.57
1936457001	408 BIRD AVE	-	-
1936457002	426 BIRD AVE	-	-
1936457003	444 BIRD AVE	-	-
1936457004	458 BIRD AVE	$4,125.00	$1,020.00
1936457005	480 BIRD AVE	$4,125.00	$1,020.00
1936457006	498 BIRD AVE	-	$1,020.00
1936457007	512 BIRD AVE	-	-
1936457008	524 BIRD AVE	-	-
1936457009	540 BIRD AVE	$4,125.00	$1,020.00
1936457010	556 BIRD AVE	$4,250.00	$1,020.00
1936457011	570 BIRD AVE	$4,250.00	$1,020.00
1936457012	592 BIRD AVE	$4,250.00	$1,020.00



Limits of Projects

Properties Within Water Lateral SAD

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD



Limits of Projects

Properties Within Water Lateral SAD

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD



Limits of Projects

Properties Within Water Lateral SAD

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD

BIRMINGHAM

A WALKABLE CITY

ENGINEERING DEPARTMENT

BIRD AVENUE PHASE 1A PROJECT
CONTRACT #7-25(W)

SHEET INDEX

C00 Cover Sheet
C01 Utility Plan Sta. P.O.B. to 3+00
C02 Utility Plan Sta. 3+00 to 7+00
C03 Utility Plan Sta. 7+00 to 10+50
C04 Utility Plan Sta. 10+50 to P.O.E.
C05 Storm Sewer Profiles
C06 Utility Service Plan Sta. P.O.B. to 7+00
C07 Utility Service Plan Sta. 7+00 to P.O.E.
C08 Paving & Grading Plan Sta. P.O.B. to 3+00
C09 Paving & Grading Plan Sta. 3+00 to 7+00
C10 Paving & Grading Plan Sta. 7+00 to 10+50
C11 Paving & Grading Plan Sta. 10+50 to P.O.E.
C12 Intersection and Sidewalk Grading Details
C13 Striping & Signage Plan Sta. P.O.B. to 7+00
C14 Striping & Signage Plan Sta. 7+00 to P.O.E.
C15 Storm Conveyance Calcs
C16 Notes and Details (1 of 2)
C17 Notes and Details (2 of 2)
C18 Advanced Warning Signage (AWS) Traffic Diagram

Q1 Quantities

CITY OF BIRMINGHAM - WATER MAIN STANDARD DETAILS
CITY OF BIRMINGHAM - SEWER STANDARD DETAILS

WATER / SEWER SERVICE NOTE

ALL WATER AND SEWER SERVICE LATERAL INFORMATION IS SHOWN PER RECORD, WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

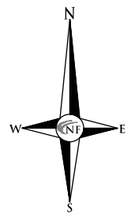
UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

811 Know what's below Call before you dig.

BENCHMARK NOTE

BENCHMARKS SET AND SHOWN PER SHEET WERE ESTABLISHED OFF OF THE CITY OF BIRMINGHAM BENCHMARK DATUM.



City of Birmingham
Oakland County, Michigan
SCALE: 200 0 200 400 600 1000

ALL WATER MAIN, STORM AND SEWER TRENCH SHALL BE BACKFILLED WITH COMPACTED GRANULAR (SAND) MATERIAL.

CAUTION!!! LIVE WATER MAIN
PRIOR TO CUTTING IN NEW MAIN FITTINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE EXISTING WATER MAIN SHUT-DOWN WITH THE CITY. MORE IMPORTANTLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFELY ENSURING THAT PRESSURES DO NOT EXIST IN THE MAIN AFTER SHUT-DOWN & PRIOR TO CUTTING THE MAIN. IF REQUIRED, THE CONTRACTOR SHALL UTILIZE A HYDRA-STOP DEVICE TO CLOSE OFF FLOW WHILE CUTTING IN NEW TEE.

CONSTRUCTION NOTES

These notes shall apply for all work within this contract:

1. The contractor shall notify MISS DIG 1-800-482-7171 at least 3 working days excluding Saturday, Sunday, and Holidays before making any excavations and notify the City of Birmingham Engineering Department a minimum of 24 hours prior to the start of construction (248-530-1850).
2. See the City of Birmingham drawings "Sewer Standard Details" and "Water Main Standard Details" for details of manholes, catch basins, inlets, and related sewer and water main work.
3. All excavation under or within three feet of pavement, public or private, shall be backfilled and compacted with sand.
4. The joints at the edges of all excavations in the pavement shall be sawcut, or pavement will be removed to existing joints, as directed by the Engineer. There is no separate pay item for saw cutting pavements.
5. The contractor shall be responsible for damage to existing utilities, pavement, trees, landscaping, gravel, etc., whether located on public or private property.
6. Catch basin and inlet castings scheduled for replacement, or new construction shall be EJIW 5000Z4 DI / 5000M4 DI Hinged Assembly unless specified otherwise. Manhole castings shall be EJIW 1040-A cover as noted on the detail sheets and plans, unless otherwise specified.
7. Storm, sewer and water main trench shall be backfilled with MDOT Class II sand and properly compacted to 95% of modified proctor density.
8. A permit from the Michigan Department of Environment, Great Lakes & Energy (EGLE) is required for all new water main installations. Also, no work shall be allowed on the combined sewer system until appropriate permits have been received by the Michigan Department of Environment, Great Lakes & Energy (EGLE).
9. The contractor shall coordinate and cooperate with all other utility companies working in the same area, project related or not, during the same allotted construction period.
10. All proposed Public Water Main for this project shall be Pressure Class 52 Ductile Iron Pipe (D.I.P.) in conformance with City of Birmingham specifications, unless otherwise noted.

UTILITY CROSSING NOTE

AT LOCATIONS WHERE THERE ARE CROSSING WITH EXISTING UTILITIES AND THEIR DEPTHS ARE UNKNOWN, 18" VERTICAL SEPARATION WILL BE MAINTAINED WHENEVER POSSIBLE. IF THE 18" SEPARATION IS NOT OBTAINABLE, A CONCRETE ENCASEMENT WILL BE INSTALLED AT THE CROSSING.

CONTRACTOR SHALL MAINTAIN A MINIMUM OF 18" VERTICAL CLEARANCE AND A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN UTILITIES. WHERE 10' SEPARATION CANNOT BE MAINTAINED, 18" VERTICAL CLEARANCE SHALL BE PROVIDED AND UTILITIES SHALL BE CONSTRUCTED IN SEPARATE TRENCHES.

CONTRACTOR SHALL FIELD VERIFY EXACT DEPTH OF EXISTING PIPE WHERE EXISTING CROSSES PROPOSED. CONTACT ENGINEER IF CONFLICT OCCURS.

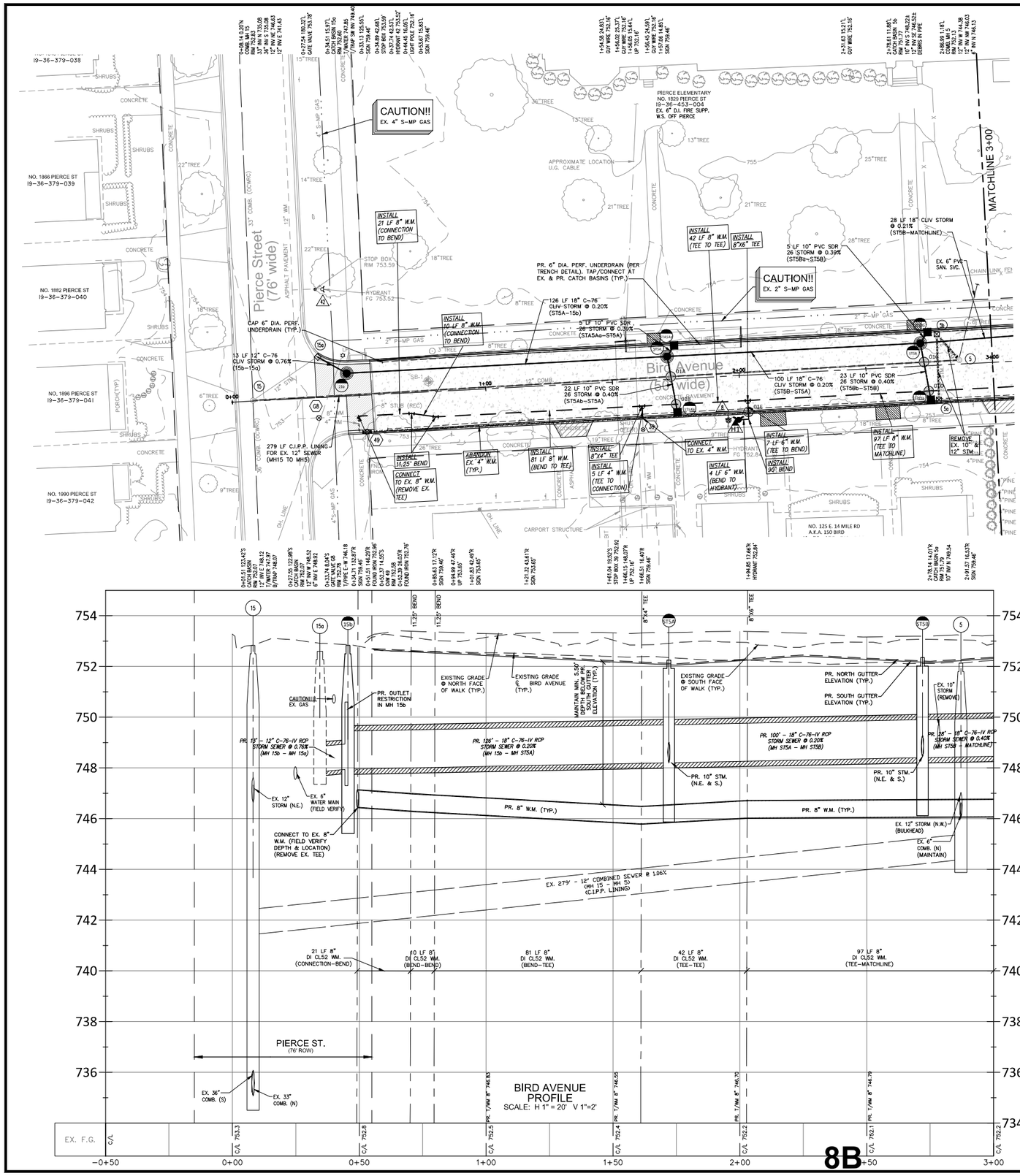
PER THE TEN STATES STANDARDS, ARTICLE 8.8.3 (b), "AT CROSSINGS, ONE FULL LENGTH OF WATER PIPE (20') SHALL BE LOCATED SO BOTH JOINTS WILL BE AS FAR FROM THE SEWER AS POSSIBLE. SPECIAL STRUCTURAL SUPPORT FOR THE WATER AND SEWER PIPES MAY BE REQUIRED".

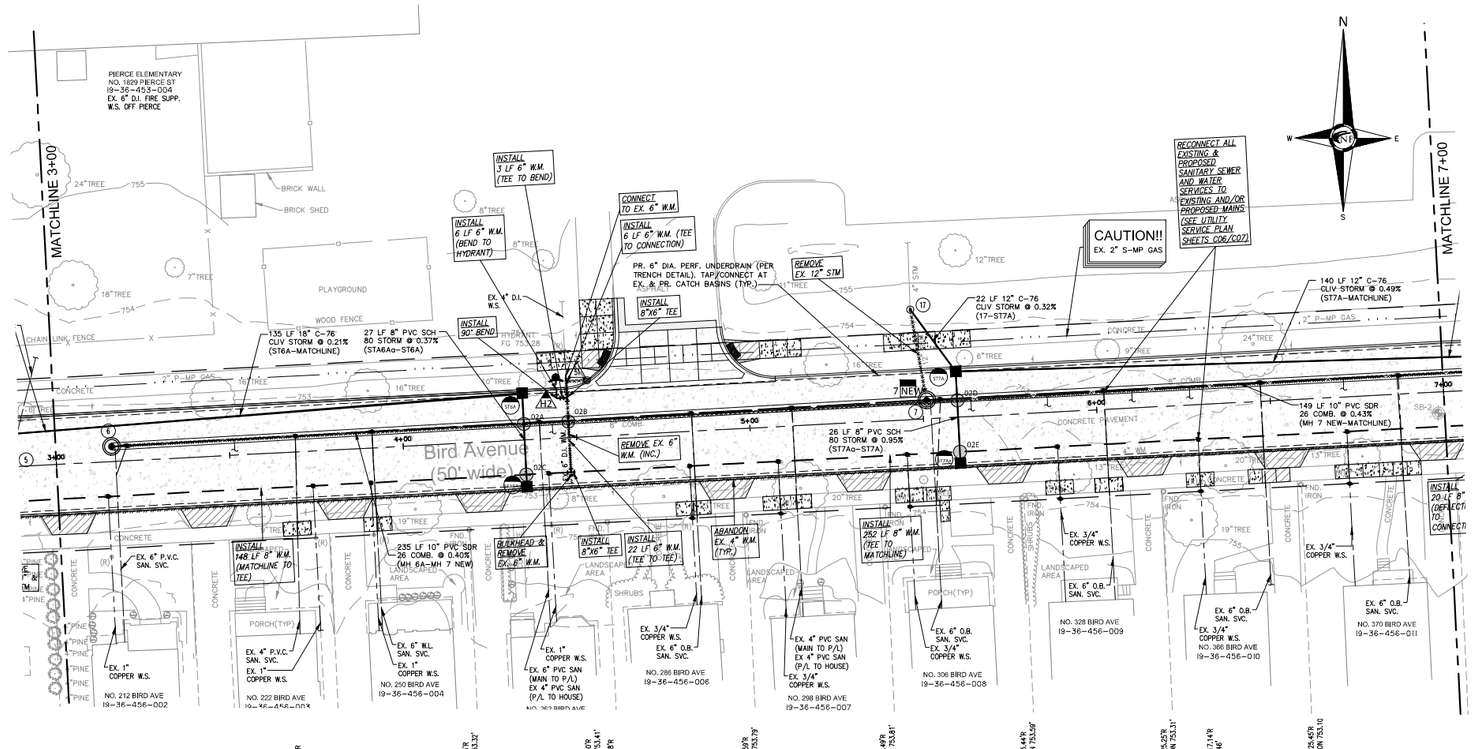
DESIGN ENGINEER SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

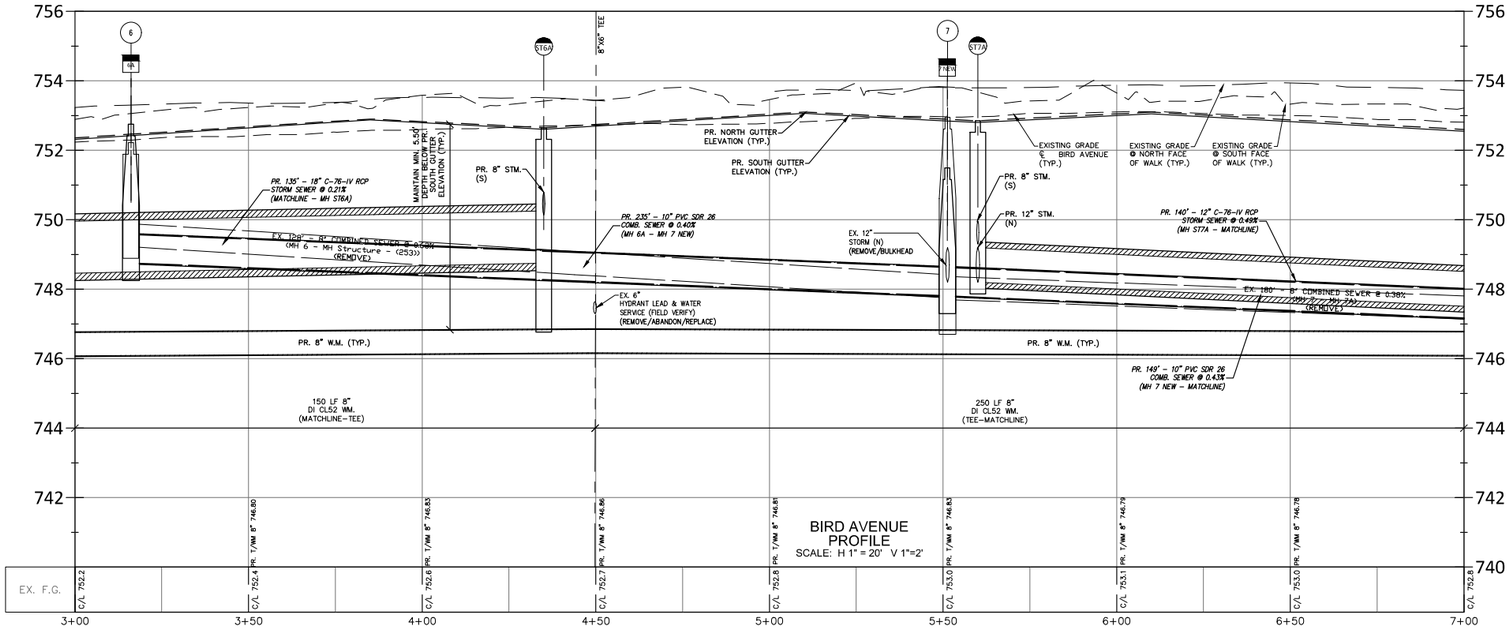
APPROVED DATE

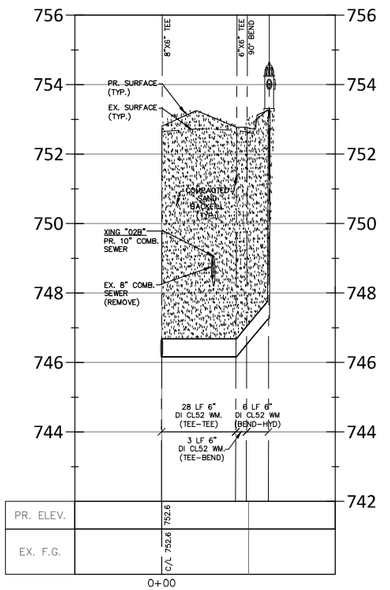
02-27-25 BIDS

BIRD AVENUE PHASE 1A PROJECT
CONTRACT #7-25(W)


CAUTION!! EX. 4" S-MP GAS
CAUTION!! EX. 2" S-MP GAS
Pierce Street (76' wide)
Bird Avenue (50' wide)
MATCHLINE 3+00
PIERCE ELEMENTARY NO. 1829 PIERCE ST I9-36-453-004
APPROXIMATE LOCATION U.G. CABLE
NO. 1866 PIERCE ST I9-36-379-039
NO. 1852 PIERCE ST I9-36-379-040
NO. 1896 PIERCE ST I9-36-379-041
NO. 1990 PIERCE ST I9-36-379-042
NO. 125 E. 14 MILE RD A.K.A. 150 BIRD
CARPORT STRUCTURE
INSTALL 21 LF 8" W.M. (CONNECTION TO BEND)
INSTALL 10 LF 8" W.M. (CONNECTION TO BEND)
INSTALL 42 LF 8" W.M. (TEE TO TEE)
INSTALL 8"X6" TEE
INSTALL 11.25° BEND
CONNECT TO EX. 8" W.M. (REMOVE EX. TEE)
ABANDON EX. 4" W.M. (TYP.)
INSTALL 81 LF 8" W.M. (BEND TO TEE)
INSTALL 8"X4" TEE
INSTALL 5 LF 4" W.M. (TEE TO CONNECTION)
CONNECT TO EX. 4" W.M.
INSTALL 4 LF 6" W.M. (BEND TO HYDRANT)
INSTALL 7 LF 6" W.M. (TEE TO BEND)
INSTALL 90° BEND
INSTALL 97 LF 8" W.M. (TEE TO MATCHLINE)
REMOVE EX. 10" & 12" STM.
PR. 6" DIA. PERF. UNDERDRAIN (PER TRENCH DETAIL). TAP/CONNECT AT EX. & PR. CATCH BASINS (TYP.)
CAP 6" DIA. PERF. UNDERDRAIN (TYP.)
13 LF 12" C-76 CLIV STORM @ 0.76% (15b-15a)
279 LF C.I.P.P. LINING FOR EX. 12" SEWER (MH15 TO MH5)
126 LF 18" C-76 CLIV STORM @ 0.20% (ST5A-15a)
5 LF 10" PVC SDR 26 STORM @ 0.39% (ST5Aa-ST5A)
22 LF 10" PVC SDR 26 STORM @ 0.40% (ST5Ab-ST5A)
100 LF 18" C-76 CLIV STORM @ 0.20% (ST5B-ST5A)
23 LF 10" PVC SDR 26 STORM @ 0.40% (ST5Ba-ST5B)
5' LF 10" PVC SDR 26 STORM @ 0.39% (ST5Ba-ST5B)
28 LF 18" CLIV STORM @ 0.21% (ST5B-MATCHLINE)
EX. 6" PVC SAN. SVC.
EX. 2" S-MP GAS
EX. 4" S-MP GAS
EX. 12" COMB.
EX. 33" COMB.
EX. 35" COMB. (COMPO)
EX. 12" W.M.
EX. 8" W.M.
EX. 4" W.M.
EX. 8" STUB (REC)
EX. 6" PINE
EX. 4" PINE
EX. 4" PORCH (TYP.)
EX. 6" CHAIN LINK FEN
EX. 4" CONCRETE
EX. 8" CONCRETE
EX. 9" CONCRETE
EX. 18" CONCRETE
EX. 24" CONCRETE
EX. 4" ASPHALT
EX. 6" ASPHALT
EX. 8" ASPHALT
EX. 9" ASPHALT
EX. 18" ASPHALT
EX. 24" ASPHALT
EX. 4" BIT.
EX. 6" BIT.
EX. 8" BIT.
EX. 9" BIT.
EX. 18" BIT.
EX. 24" BIT.
EX. OHL
EX. 4" GAS
EX. 2" GAS
EX. 4" P-MP GAS
EX. 4" S-MP GAS
EX. 2" P-MP GAS
EX. 2" S-MP GAS
EX. 3" GAS
EX. 4" GAS
EX. 6" GAS
EX. 8" GAS
EX. 10" GAS
EX. 12" GAS
EX. 16" GAS
EX. 20" GAS
EX. 24" GAS
EX. 30" GAS
EX. 36" GAS
EX. 42" GAS
EX. 48" GAS
EX. 54" GAS
EX. 60" GAS
EX. 66" GAS
EX. 72" GAS
EX. 78" GAS
EX. 84" GAS
EX. 90" GAS
EX. 96" GAS
EX.







UTILITY CROSSING SCHEDULE

02A PR. 8" STM B/P 750.14
PR. 8" COMB. T/P 749.14
VERTICAL CLEARANCE:1.0 FT
*PROVIDE CONCRETE SADDLE

02B PR. 10" COMB. B/P 748.18
PR. 6" W.M. T/P 746.68
VERTICAL CLEARANCE: 1.5 FT

02C PR. 8" STM B/P 750.19
EX. 8" W.M. T/P 747.34
VERTICAL CLEARANCE:2.85 FT

02D PR. 8" STM B/P 750.04
EX. 8" COMB. T/P 748.32
VERTICAL CLEARANCE:1.72 FT

02E PR. 8" STM B/P 750.15
PR. 8" W.M. T/P 747.46
VERTICAL CLEARANCE: 2.69

SEWER STRUCTURE SCHEDULE

(6) REMOVE
3+16.12 3.91'L
COMB. MH 6
RIM 752.22
8" INV E 749.22 (REMOVE)
6" INV S 749.42 (REMOVE)

(17) BULKHEAD & TAP
5+47.85 31.6'L
STM. MH 17
RIM 754.23
4" INV N 748.67 (MAINTAIN)
12" INV S 748.27 (BULKHEAD)
PR. 12" INV SE 748.27

(7) REMOVE
5+51.22 4.12'L
COMB. MH 7
RIM 752.95
8" INV E 747.70 (REMOVE)
8" INV W 747.75 (REMOVE)
12" INV N 748.20 (REMOVE)

WATER MAIN SCHEDULE

(51) REMOVE
4+53.87 15.58'L
HYDRANT 51 753.28'

(112) HYDRANT & ASSEMBLY
PR. STA. 4+44.87 17.50'R
FG 753.40
PR. T/PIPE 747.80

Storm Drainage Structure Schedule

Structure Name	Structure Details
#ST6A 4' DIA. CATCH BASIN W/ 2' SUMP	PR. RIM 752.65 PR. 8" S. INV. 750.13 PR. 18" W. INV. 748.75
#ST7A 4' DIA. CATCH BASIN W/ 2' SUMP	PR. RIM 752.85 PR. 8" S. INV. 749.30 PR. 12" NW. INV. 748.20 PR. 12" E. INV. 748.20
#ST7Aa 2' DIA. INLET	PR. RIM 752.80 PR. 8" N. INV. 749.55
#STA6Aa 2' DIA. INLET	PR. RIM 752.60 PR. 8" N. INV. 750.23

Combined Structure Schedule

Structure Name	Structure Details
#6A PR. 4' DIA. COMB. SEWER MH	PR. RIM 752.75 PR. 10" E. INV. 748.75
#7 NEW PR. 4' DIA.COMB. SEWER MH	PR. RIM 751.49 PR. 10" W. INV. 747.80 PR. 10" E. INV. 747.80

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 7" CONC. PAVT. W/ MT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (5" HMA ON 8" 21AA)
- PR. 15" RD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

CLEAN-OUT; SWR. SVC. (PER VIDEO INSP.); MANHOLE; COMB SAN; CVB; CVM; "V" HYDRANT; RYCB; MANHOLE; CB; END SECTION; ELEC. METER; ELECTRIC MANHOLE; TELEPHONE MANHOLE; GAS METER; GAS MARKER; GAS VALVE; UTILITY POLE; LIGHT POLE; STRAIN POLE; GUY WIRE; (RECORD) CURB STOP LOCATION (APPROX.); LANDSCAPE BED; EX. SOIL BORING; PUBLIC PHONE; WELL; PUMP; SIGN; POST/BOLLARD; PARKING METER; MAIL BOX; ROCK/BOULDER; SPRINKLER VALVE BOX; SPRINKLER HEAD; FOUND PROPERTY MARKER; x000.00 GROUND ELEVATION

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

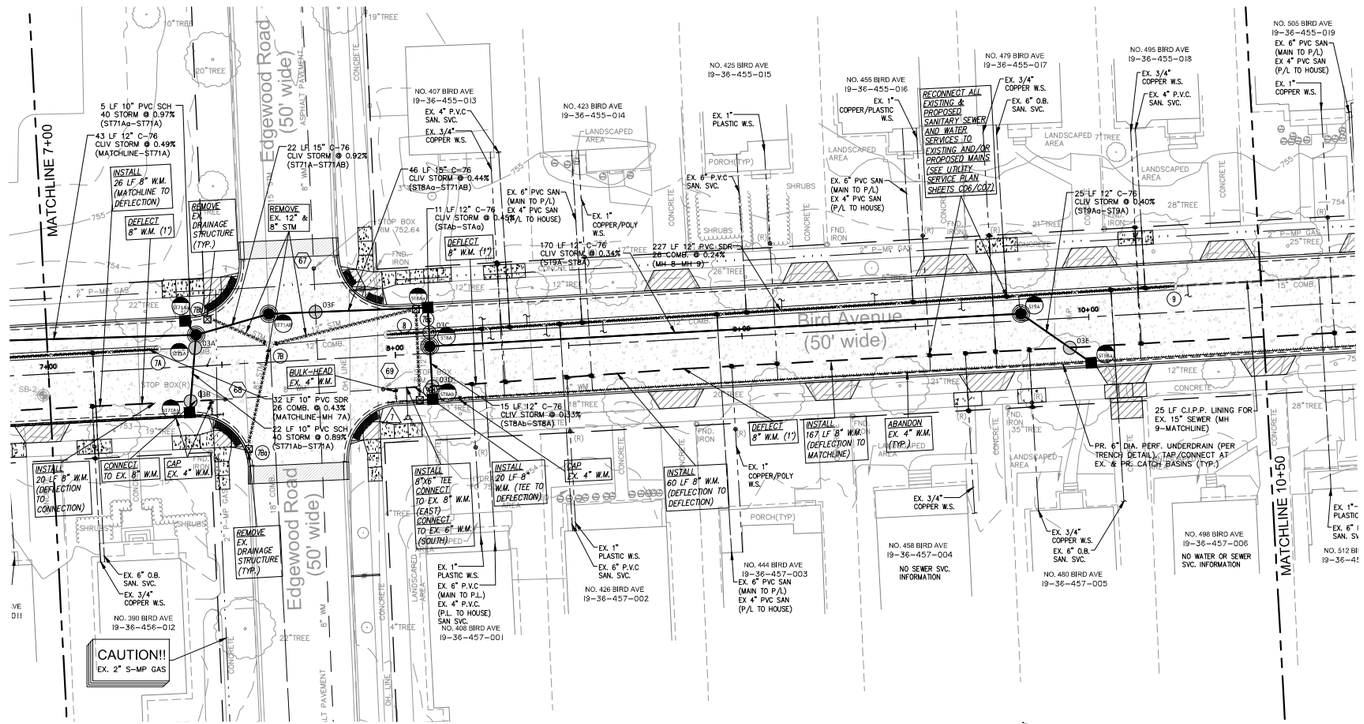
SHEET
Utility Plan Sta. 3+00 To 7+00

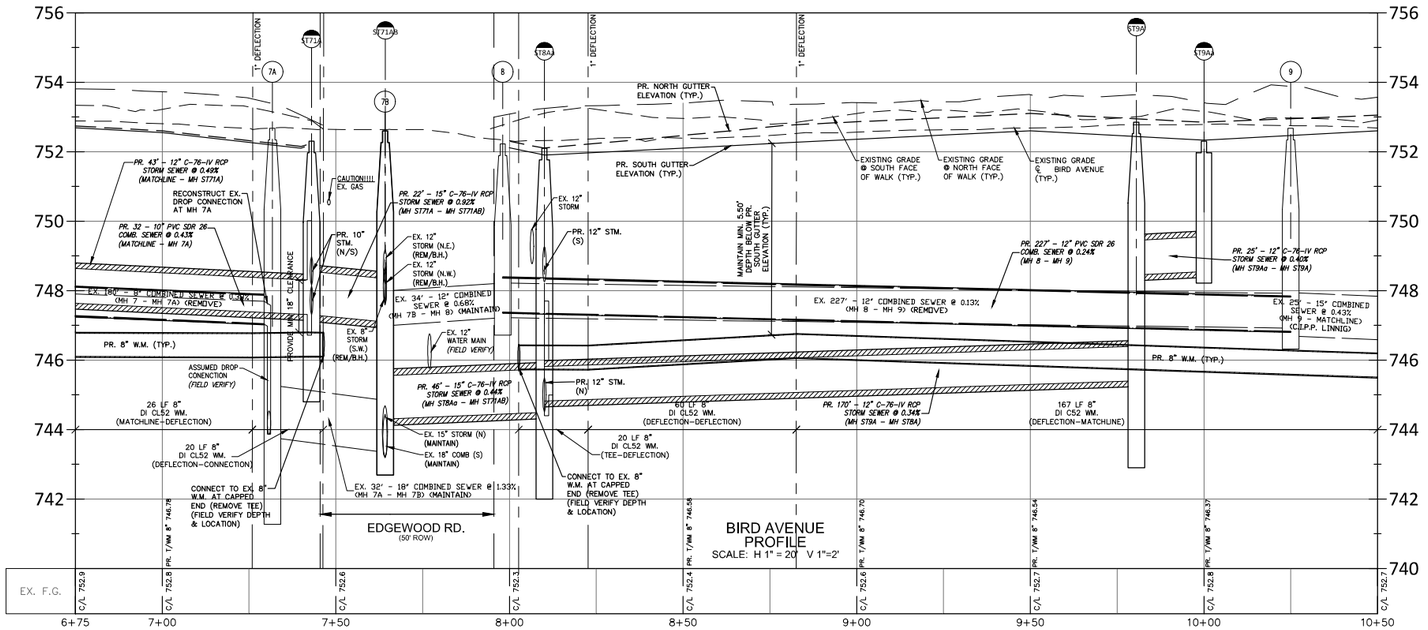
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. O332
SHEET NO. C02





UTILITY CROSSING SCHEDULE

03A	PR. 10" STM B/P 747.51 EX. 18" COMB. T/P 745.09 VERTICAL CLEARANCE:2.2 FT	03D	PR. 12" STM B/P 747.47 EX. 8" W.M. T/P 745.93 VERTICAL CLEARANCE:1.5 FT
03B	PR. 10" STM B/P 747.68 PR. 8" W.M. T/P 745.95 VERTICAL CLEARANCE:1.5 FT	03E	PR. 12" STM B/P 748.34 PR. 8" W.M. 746.42 VERTICAL CLEARANCE:1.9 FT
03C	EX. 18" COMB. B/P 747.22 PR. 12" STM. T/P 745.69 VERTICAL CLEARANCE:1.5 FT		

SEWER STRUCTURE SCHEDULE

7A TAP & ADJUST
7+31.74 4.48'L
COMB. MH 7A
RIM 752.67
RIM 752.40
18" INV E 743.77
8" INV W 743.87 (DROP)
8" INV W 747.02 (REMOVE)
PR. 10" INV W 747.02

8 TAP & ADJUST
7+97.97 5.15'L
COMB. MH 8
RIM 752.22
RIM 752.40
12" INV E 747.22 (REMOVE)
12" INV W 747.22
12" INV NE 747.82
PR. 12" INV E 747.55

7B ADJUST & BULKHEAD
7+64.11 4.00'L
COMB. MH 7B
RIM 752.59
PR. RIM 752.60
18" INV N 743.34 (MAINTAIN)
18" INV S 743.19 (MAINTAIN)
12" INV E 746.99 (MAINTAIN)
12" INV NW 747.69 (REM. & BULKHEAD)
12" INV NE 748.19 (REM. & BULKHEAD)
8" INV SW 747.59 (REM. & BULKHEAD)
15" INV N 743.19 (MAINTAIN)

9 TAP & ADJUST
10+24.91 6.91'L
COMB. MH 9
RIM 752.85
PR. RIM 752.85
15" INV E 746.82 (MAINTAIN)
12" INV W 746.92 (REMOVE)
PR. 12" INV W 746.92

STORM STRUCTURE SCHEDULE

7Bb REMOVE
7+56.44 12.36'L
CATCH BASIN 7Bb
RIM 752.38
12" INV SE
T/TRAP 748.78
T/WATER 748.13

7Bd REMOVE
8+06.34 14.16'R
CATCH BASIN 7Bd
RIM 751.92
12" INV N 749.12

7Ba REMOVE
7+56.44 25.59'R
CATCH BASIN 7Ba
RIM 752.18
8" INV NE 748.38

7Bc REMOVE
8+06.65 12.03'L
CATCH BASIN 7Bc
RIM 752.04
12" INV S 748.44
12" INV SW 748.24
(T/WATER)

WATER MAIN SCHEDULE

68 ADJUST
7+46.39 10.97'S
STOP BOX 68 752.39'
PR. RIM 752.40

69 ADJUST
7+95.95 10.47'R
STOP BOX 69 752.23'
PR. RIM 752.30

67 ADJUST
7+77.87 25.28'L
STOP BOX 67 752.64'
PR. RIM 752.60

7 MAINTAIN
8+02.67 19.00'R
HYDRANT 7 753.15'

Storm Drainage Structure Schedule

Structure Name	Structure Details
#ST8A 4' DIA. MANHOLE W/ 2' SUMP	PR. RIM 752.25 PR. 12" E. INV. 744.82 PR. 12" S. INV. 748.25 PR. 12" N. INV. 744.55
#ST8Aa 5' DIA. CATCH BASIN W/ 2' SUMP & OUTLET RESTRICTION (PER DETAIL) (OVERFLOW =750.60 4" ORIFICE RESTRICTION PER DETAIL)	PR. RIM 752.10 PR. 15" W. INV. 744.50 PR. 12" S. INV. 744.50
#ST8Ab 2' DIA. INLET	PR. RIM 751.90 PR. 12" N. INV. 748.30
#ST9A 4' DIA. MANHOLE W/ 2' SUMP	PR. RIM 752.85 PR. 12" SE. INV. 748.45 PR. 12" W. INV. 745.40
#ST9Aa Cylindrical Structure Slab Top Circular Frame	PR. RIM 752.30 PR. 12" NW. INV. 748.55
#ST71A 5' DIA. MANHOLE W/ 2' SUMP & OUTLET RESTRICTION (PER DETAIL) (OVERFLOW =750.60 4" ORIFICE RESTRICTION PER DETAIL)	PR. RIM 752.30 PR. 10" S. INV. 748.15 PR. 12" W. INV. 747.30 PR. 10" NW. INV. 747.30 PR. 15" E. INV. 747.30
#ST71Aa 2' DIA. INLET	PR. RIM 752.15 PR. 10" SE. INV. 747.35
#ST71Ab 2' DIA. INLET	PR. RIM 752.10 PR. 10" N. INV. 748.35
#ST71AB 5' DIA. STM MANHOLE (CONSTRUCT ONLINE N/S 15" INV 743.19 RECONNECT)	PR. RIM 752.60 PR. 15" W. INV. 747.10 PR. 15" E. INV. 744.30

LEGEND

EXISTING SAN/COMB SEWER
EXISTING WATER MAIN
EXISTING STORM SEWER
EXISTING BURIED CABLES
EXISTING GAS MAIN
OVERHEAD LINES
(RECORD) CURB STOP LOCATION (APPROX.)
LANDSCAPE BED
EX. SOIL BORING
PUBLIC PHONE
WELL
PUMP
SIGN
POST/BOLLARD
PARKING METER
MAIL BOX
ROCK/BOULDER
SPRINKLER VALVE BOX
SPRINKLER HEAD
FOUND PROPERTY MARKER
x000.00 GROUND ELEVATION
EX. PAVERS
PR. 7" CONC. PAVT. W/ INT. CURB
PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
PR. 4" CONC. SIDEWALK
PR. FULL-DEPTH ASPH. (5" HMA ON 8" 21AA)
PR. 18" WD. CONC. CURB & GUTTER
SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

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

SEAL
STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

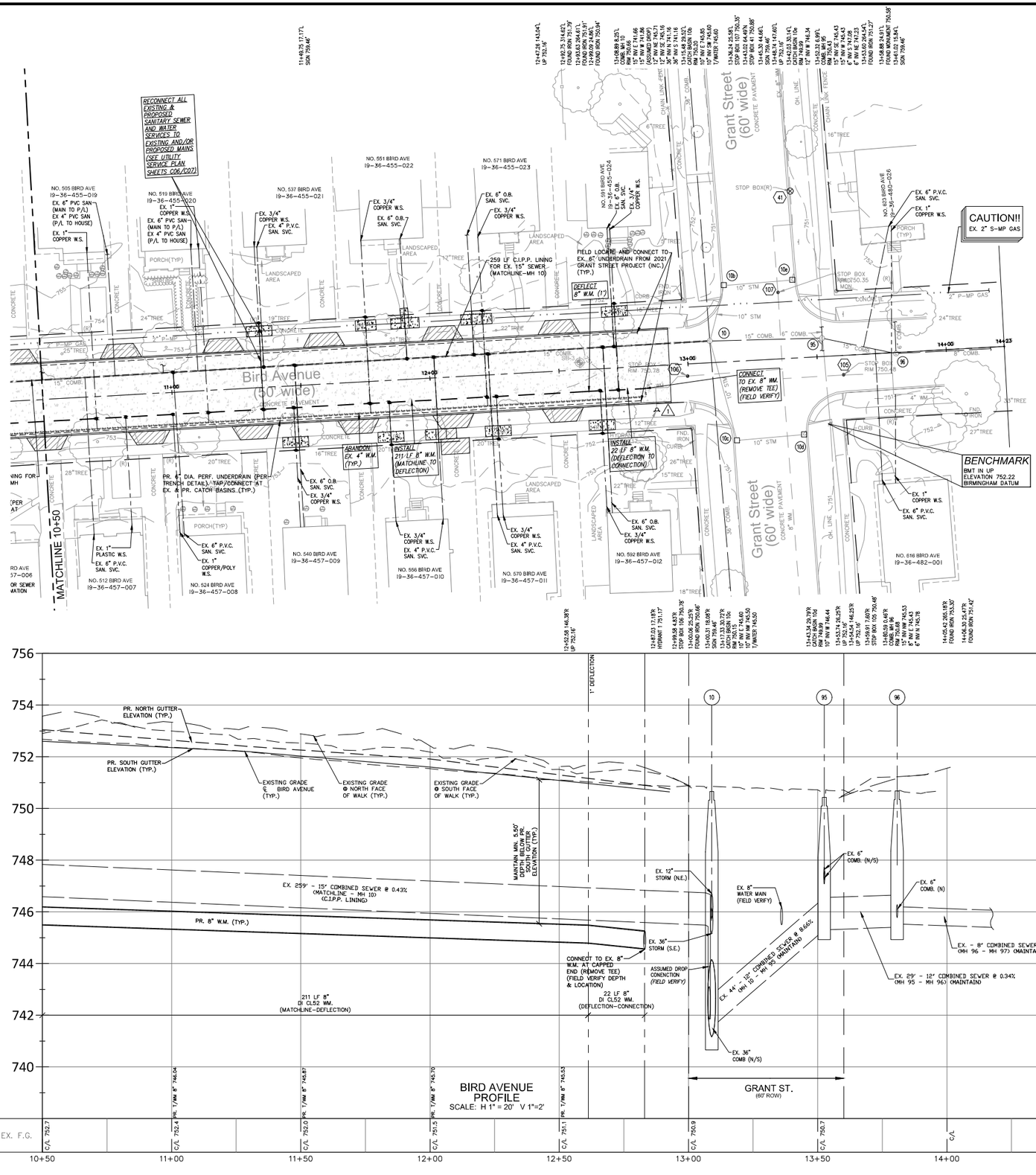
SHEET
Utility Plan Sta. 7+00 To 10+50

Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-23-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O332
SHEET NO. C03



SEWER STRUCTURE SCHEDULE

(10) MAINTAIN
13+08.89 8.25'L
COMB. MH 10
RIM 750.66
15" INV E 741.66
15" INV W 741.86
(ASSUMED DROP)
12" INV NE 745.71
12" INV SE 745.16
36" INV N 741.16
36" INV S 741.16

(95) MAINTAIN
13+52.32 6.99'L
COMB. MH 95
RIM 750.43
15" INV SE 745.43
15" INV W 745.43
6" INV S 747.08
6" INV NE 747.23

(96) MAINTAIN
13+80.59 0.46'R
COMB. MH 96
RIM 750.68
15" INV NW 745.53
8" INV E 745.43
6" INV N 745.78

STORM STRUCTURE SCHEDULE

(10b) MAINTAIN
13+15.48 29.52'L
CATCH BASIN 10b
RIM 750.20
10" INV E 745.85
10" INV SW 745.60
T/WATER 745.60

(10c) MAINTAIN
13+17.33 30.72'R
CATCH BASIN 10c
RIM 750.15
10" INV E 745.60
10" INV NW 745.50
T/WATER 745.50

(10e) MAINTAIN
13+42.03 30.14'L
CATCH BASIN 10e
RIM 749.99
12" INV W 746.34

(10d) MAINTAIN
13+43.34 29.79'R
CATCH BASIN 10d
RIM 749.99
10" INV W 746.44

WATER MAIN SCHEDULE

(1) MAINTAIN
12+87.03 17.18'R
HYDRANT 1 751.17'

(106) MAINTAIN
12+99.58 4.83'R
STOP BOX 106 750.78'

(107) MAINTAIN
13+36.24 25.58'L
STOP BOX 107 750.35'

(41) MAINTAIN
13+43.02 64.49'N
STOP BOX 41 750.88'

(105) MAINTAIN
13+59.91 7.60'R
STOP BOX 105 750.48'

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 7" CONC. PAVT. W/ INT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (5" HMA ON 8" 21AA)
- PR. 18" MD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS

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SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 0557929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼ of Section 36, T. 2N, R.10E City of Birmingham, Oakland County, Michigan

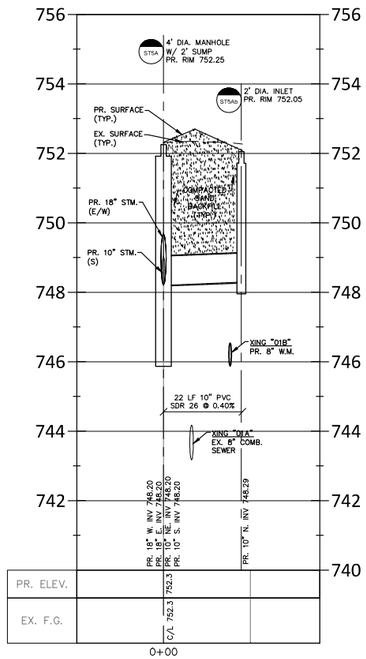
SHEET
Utility Plan Sta. 10+50 To P.O.E.

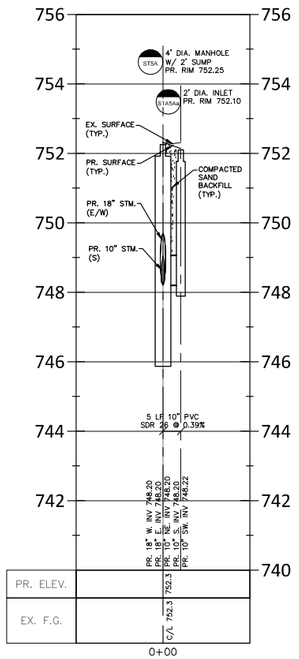
811 Know what's below Call before you dig.

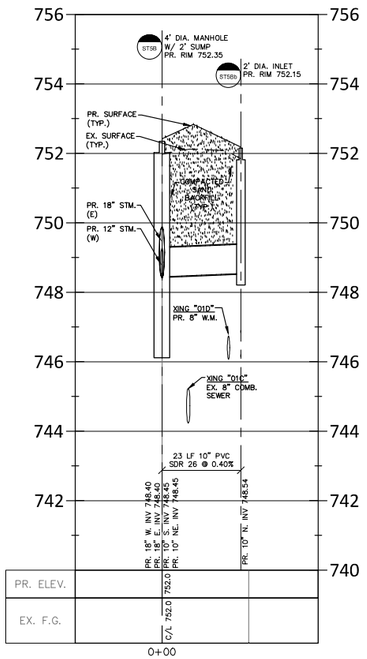
DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

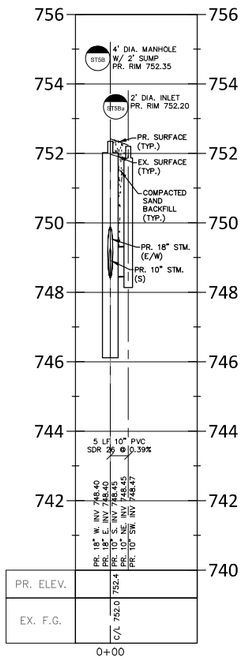
DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'

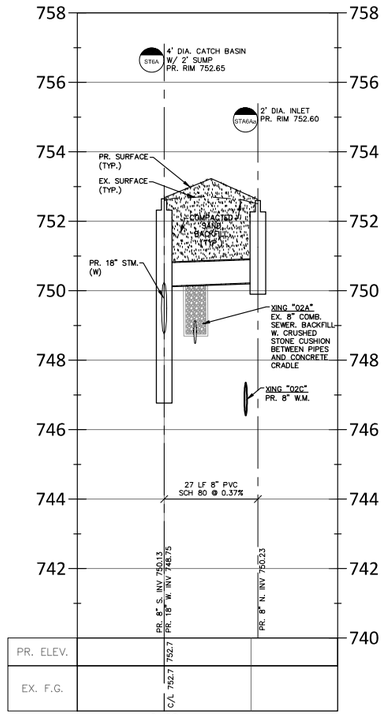
NFE JOB NO. O332
SHEET NO. C04

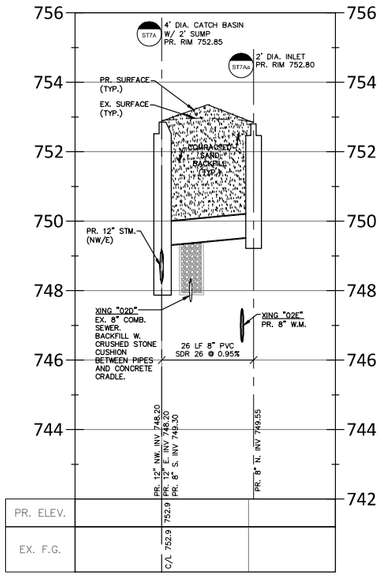


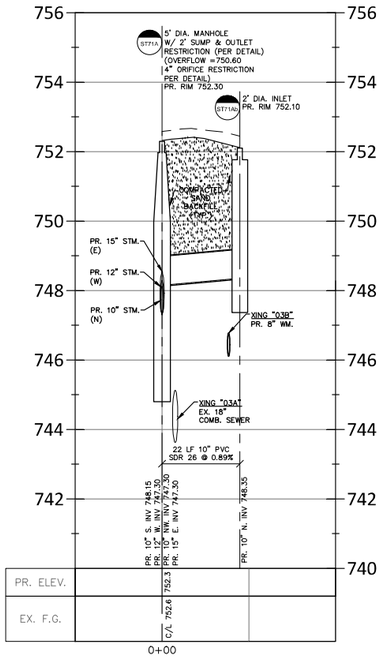


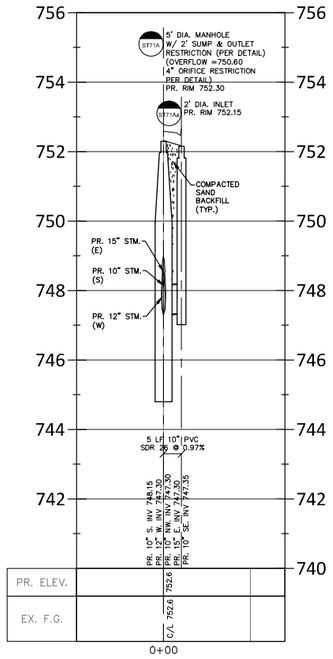


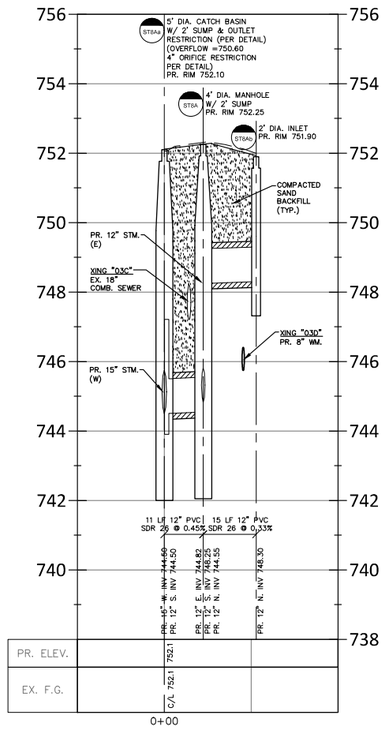












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SEAL

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ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

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A WALKABLE CITY

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PROJECT LOCATION
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City of Birmingham,
Oakland County, Michigan

SHEET
Storm Sewer Profiles

811
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DATE	ISSUED/REVISED
10-23-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

DRAWN BY:
K. Withrow

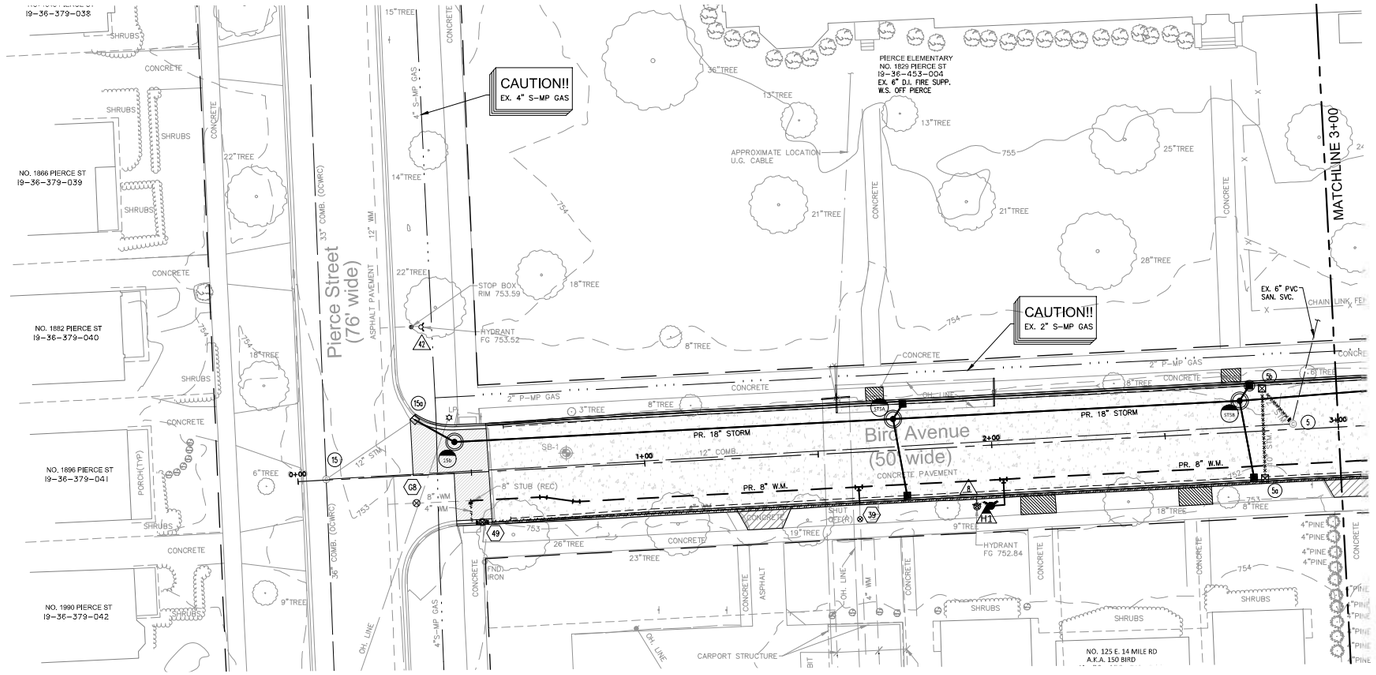
DESIGNED BY:
P. Tulikangas

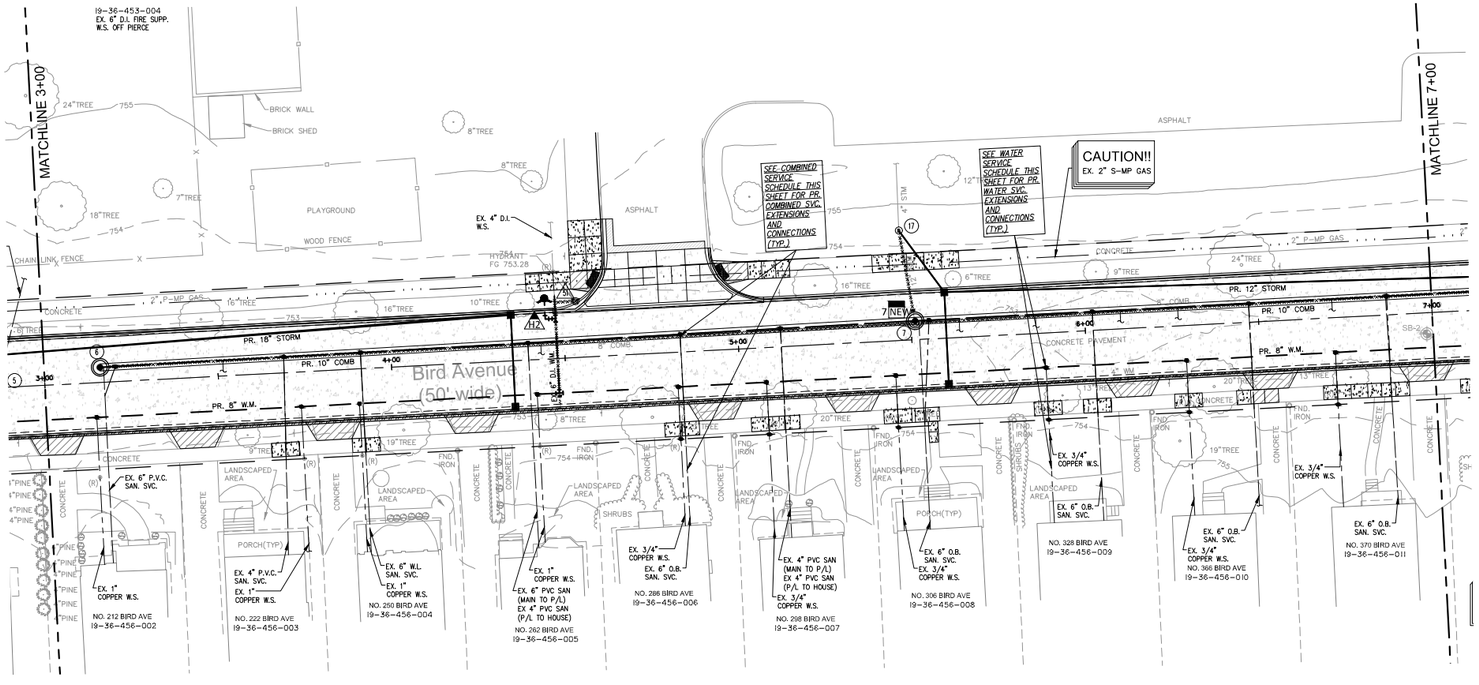
APPROVED BY:
B. Buchholz

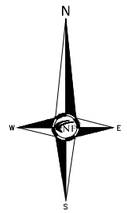
DATE:
October 25, 2024

SCALE: 1" = 20' / 1"=2'
20 10 0 10 20 30

NFE JOB NO. **O332**
SHEET NO. **C05**







Combined Sewer Service Schedule - Bird Avenue Sta. P.O.B. to 3+00

Existing MH15 to MH5

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
2+87	1829 Pierce	12" Comb.	North	6"	PVC	Active	None - Maintain connection at MH 5	N/A

Combined Sewer Service Schedule - Bird Avenue Sta. 3+00 to 7+00

Existing MH6 to MH7

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
3+17	212 Bird Avenue	8" Comb.	South	6"	P.V.C.	Active	May be connected to Ex. MH - Tap to new main	9/6"
3+52	222 Bird Avenue	8" Comb.	South	6"	Unknown	Likely Not Active	Investigate-Replace/Tap to New Sewer as Req.	TBD
3+69	222 Bird Avenue	8" Comb.	South	4"	P.V.C.	Active	Replace - Tap to New Sewer	30/6"
3+91	250 Bird Avenue	8" Comb.	South	6"	W.L.	Active	Replace - Tap to New Sewer	30/6"
4+39	262 Bird Avenue	8" Comb.	South	6"	P.V.C.	Active	Tap to New Sewer	5/6"
4+43	262 Bird Avenue	8" Comb.	South	6"	Unknown	Capped	None	N/A
4+83	286 Bird Avenue	8" Comb.	South	6"	O.B.	Active	Replace - Tap to New Sewer	30/6"
5+12	298 Bird Avenue	8" Comb.	South	4"	P.V.C.	Active	Replace - Tap to New Sewer	30/6"

Existing MH7 to MH7A

Station	Address/Description	Ex. Sewer Main	Direction	Service Dia.	Service Material	Service Status	Action	New PVC (LF/Dia.)
5+52	306 Bird Avenue	8" Comb.	South	6"	O.B.	Active	May be connected to Ex. MH - Replace/Tap to new main	30/6"
5+64	306 Bird Avenue	8" Comb.	South	6"	Unknown	Capped	None	N/A
5+86	328 Bird Avenue	8" Comb.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to New Sewer as Req.	TBD
6+02	328 Bird Avenue	8" Comb.	South	6"	O.B.	Active	Replace - Tap to New Sewer	30/6"
6+10	328 Bird Avenue	8" Comb.	South	6"	Unknown	Capped	None	N/A
6+27	366 Bird Avenue	8" Comb.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to New Sewer as Req.	TBD
6+47	366 Bird Avenue	8" Comb.	South	6"	O.B.	Active	Replace - Tap to New Sewer	31/6"
6+71	370 Bird Avenue	8" Comb.	South	6"	Unknown	Likely Active	Investigate-Replace/Tap to New Sewer as Req.	TBD
6+87	370 Bird Avenue	8" Comb.	South	6"	O.B.	Active	Replace - Tap to New Sewer	31/6"

Water Service Schedule - Bird Avenue Sta. 3+00 to 7+00

North Side Addresses

Station	Address/Description	Ex. Service	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
4+44	1829 Pierce	4" D.I.	N/A	N/A	N/A

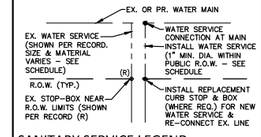
South Side Addresses

Station	Address/Description	Ex. Service	Length/Dia. New Service (LF/Dia.)	Service Connection Dia.	New Curb Box?
3+15	212 Bird Ave	1" Copper	5/1"	1"	N
3+73	222 Bird Ave	1" Copper	5/1"	1"	N
3+90	250 Bird Ave	1" Copper	5/1"	1"	N
4+41	262 Bird Ave	1" Copper	5/1"	1"	N
4+82	286 Bird Ave	3/4" Copper	15/1"	1"	Y
5+07	298 Bird Ave	3/4" Copper	15/1"	1"	Y
5+45	306 Bird Ave	3/4" Copper	15/1"	1"	Y
5+88	328 Bird Ave	3/4" Copper	15/1"	1"	Y
6+29	366 Bird Ave	3/4" Copper	15/1"	1"	Y
6+72	370 Bird Ave	3/4" Copper	15/1"	1"	Y

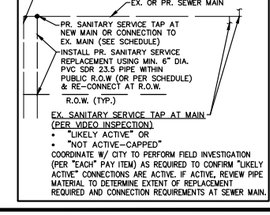
UTILITY NOTE

THE LOCATIONS AND ELEVATIONS OF SOME OF THE EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE SURVEY DRAWING WERE OBTAINED FROM MUNICIPAL AND UTILITY COMPANY RECORDS AND MAPS. THEREFORE, NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

WATER SERVICE LEGEND



SANITARY SERVICE LEGEND



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DRAWN BY:
K. Withrow

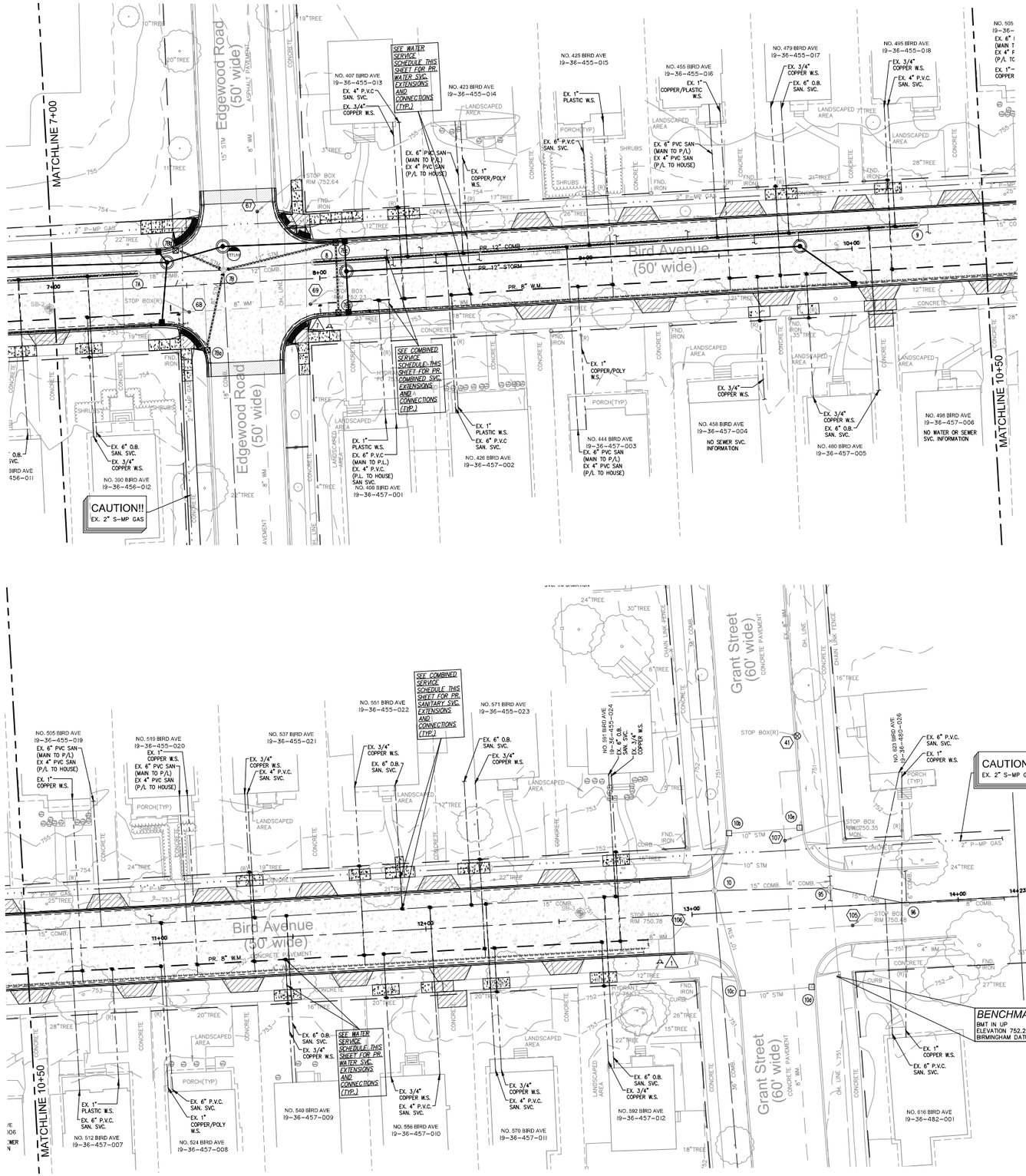
DESIGNED BY:
P. Tulikangas

APPROVED BY:
B. Buchholz

DATE:
October 25, 2024

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

NFE JOB NO. O332
SHEET NO. C06


Edgewood Road (50' wide)
Bird Avenue (50' wide)
Grant Street (60' wide)
MATCHLINE 7+00
MATCHLINE 10+50
SEE WATER SERVICE SCHEDULE THIS SHEET FOR PR. WATER SVC. EXTENSIONS AND CONNECTIONS (TYP.)
SEE COMBINED SERVICE SCHEDULE THIS SHEET FOR PR. COMBINED SVC. EXTENSIONS AND CONNECTIONS (TYP.)
SEE COMBINED SERVICE SCHEDULE THIS SHEET FOR PR. SANITARY SVC. EXTENSIONS AND CONNECTIONS (TYP.)
SEE WATER SERVICE SCHEDULE THIS SHEET FOR PR. WATER SVC. EXTENSIONS AND CONNECTIONS (TYP.)
CAUTION!! EX. 2" S-MP GAS
BENCHMARK
BMT IN UP
ELEVATION 752.22
BIRMINGHAM DATUM
PR. 12" COMB.
PR. 12" STORM
PR. 8" W.M.
NO. 407 BIRD AVE 19-36-455-013
NO. 423 BIRD AVE 19-36-455-014
NO. 425 BIRD AVE 19-36-455-015
NO. 455 BIRD AVE 19-36-455-016
NO. 479 BIRD AVE 19-36-455-017
NO. 495 BIRD AVE 19-36-455-018
NO. 505 19-36-
NO. 360 BIRD AVE 19-36-456-012
NO. 408 BIRD AVE 19-36-457-001
NO. 426 BIRD AVE 19-36-457-002
NO. 444 BIRD AVE 19-36-457-003
NO. 458 BIRD AVE 19-36-457-004
NO. 480 BIRD AVE 19-36-457-005
NO. 498 BIRD AVE 19-36-457-006
NO. 505 BIRD AVE 19-36-455-019
NO. 519 BIRD AVE 19-36-455-020
NO. 537 BIRD AVE 19-36-455-021
NO. 551 BIRD AVE 19-36-455-022
NO. 571 BIRD AVE 19-36-455-023
NO. 591 BIRD AVE 19-36-455-026
NO. 625 BIRD AVE 19-36-455-028
NO. 512 BIRD AVE 19-36-457-007
NO. 524 BIRD AVE 19-36-457-008
NO. 540 BIRD AVE 19-36-457-009
NO. 556 BIRD AVE 19-36-457-010
NO. 570 BIRD AVE 19-36-457-011
NO. 592 BIRD AVE 19-36-457-012
NO. 616 BIRD AVE 19-36-482-001
NO WATER OR SEWER SVC. INFORMATION
NO SEWER SVC. INFORMATION
STOP BOX RIM 752.64
STOP BOX RIM 750.78
STOP BOX RIM 750.48
STOP BOX(R)
EX. 6" PVC SAN (MAIN TO P/L) EX 4" PVC SAN (P/L TO HOUSE)
EX. 1" COPPER/POLY W.S.
EX. 1" PLASTIC W.S.
EX. 6" P.V.C SAN. SVC.
EX. 4" P.V.C. SAN. SVC.
EX. 3/4" COPPER W.S.
EX. 6" O.B. SAN. SVC.
EX. 1" COPPER W.S.
EX. 6" P.V.C SAN. SVC.
EX. 1" PLASTIC W.S.
EX. 6" P.V.C (MAIN TO P.L.) EX. 4" P.V.C. (P.L. TO HOUSE) SAN SVC.
EX. 1" COPPER W.S.
EX. 6" P.V.C. SAN. SVC.
EX. 3/4" COPPER W.S.
EX. 4" P.V.C. SAN. SVC.
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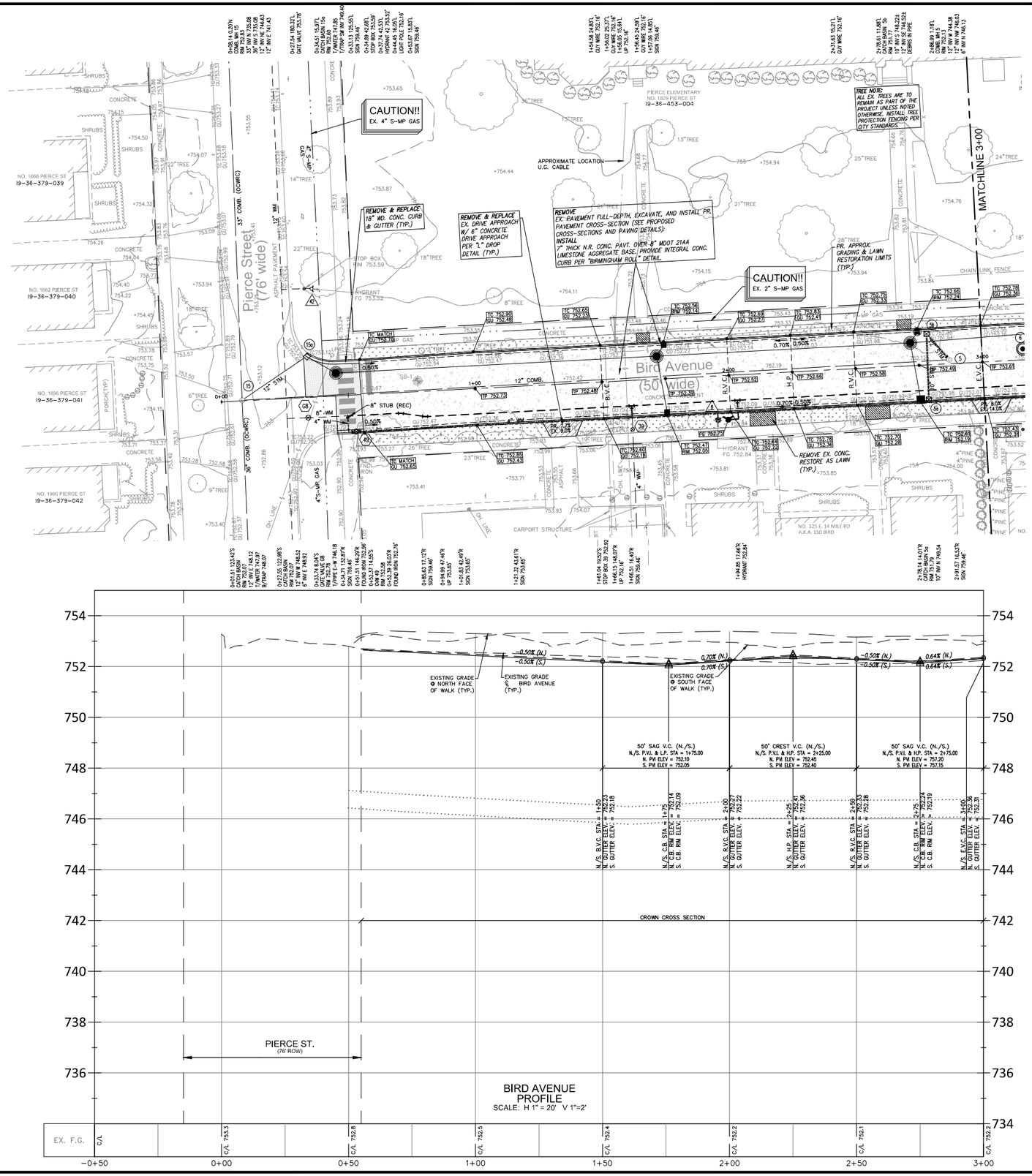
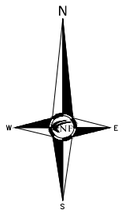
EX. 6" O.B. SAN. SVC.
EX. 3/4" COPPER W.S



BIRD AVENUE PROFILE
SCALE: H 1" = 20' V 1"=2'



Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
150 Bird	10.0	16.0	6.2	8.9	1.5

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- EX PAVERS
- PR. 7" CONC. PAVT. W/ INT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (5" HMA ON 8" 21AA)
- PR. 18" WD. CONC. CURB & GUTTER
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS
- GROUND ELEVATION
- TC 600.00 — PR. TOP OF CURB ELEVATION
- GU 600.00 — PR. GUTTER ELEVATION
- TW 600.00 — PR. TOP OF WALK ELEVATION
- TP 600.00 — PR. TOP OF PVMT. ELEVATION
- FG 600.00 — FINISH GRADE ELEVATION
- WT 600.00 | WB 600.00 — WALL TOP/BOTTOM ELEVATION

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LAND PLANNERS

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

SEAL

STATE OF MICHIGAN
PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

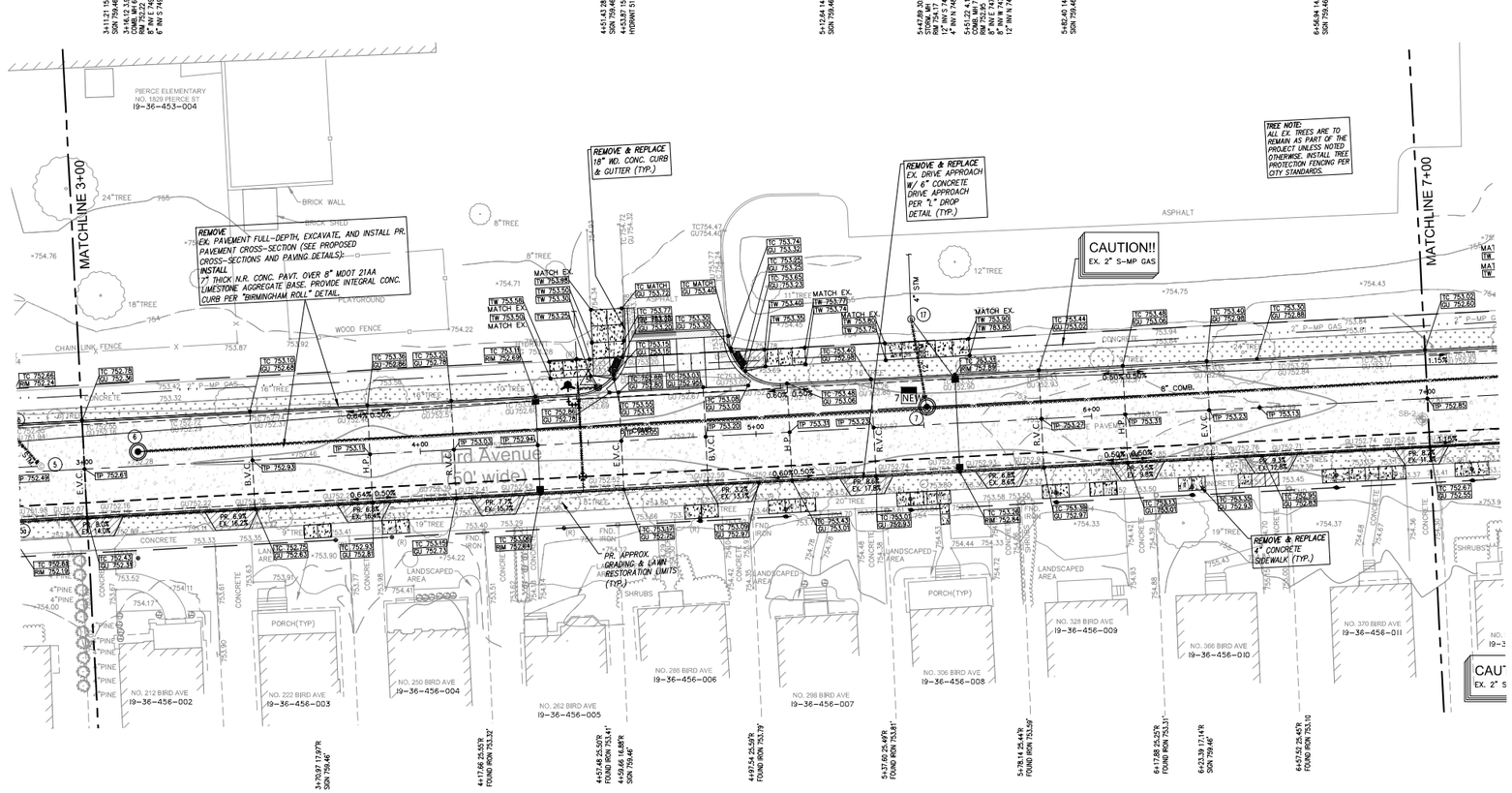
SHEET
Paving & Grading Plan
Sta. P.O.B. To 3+00

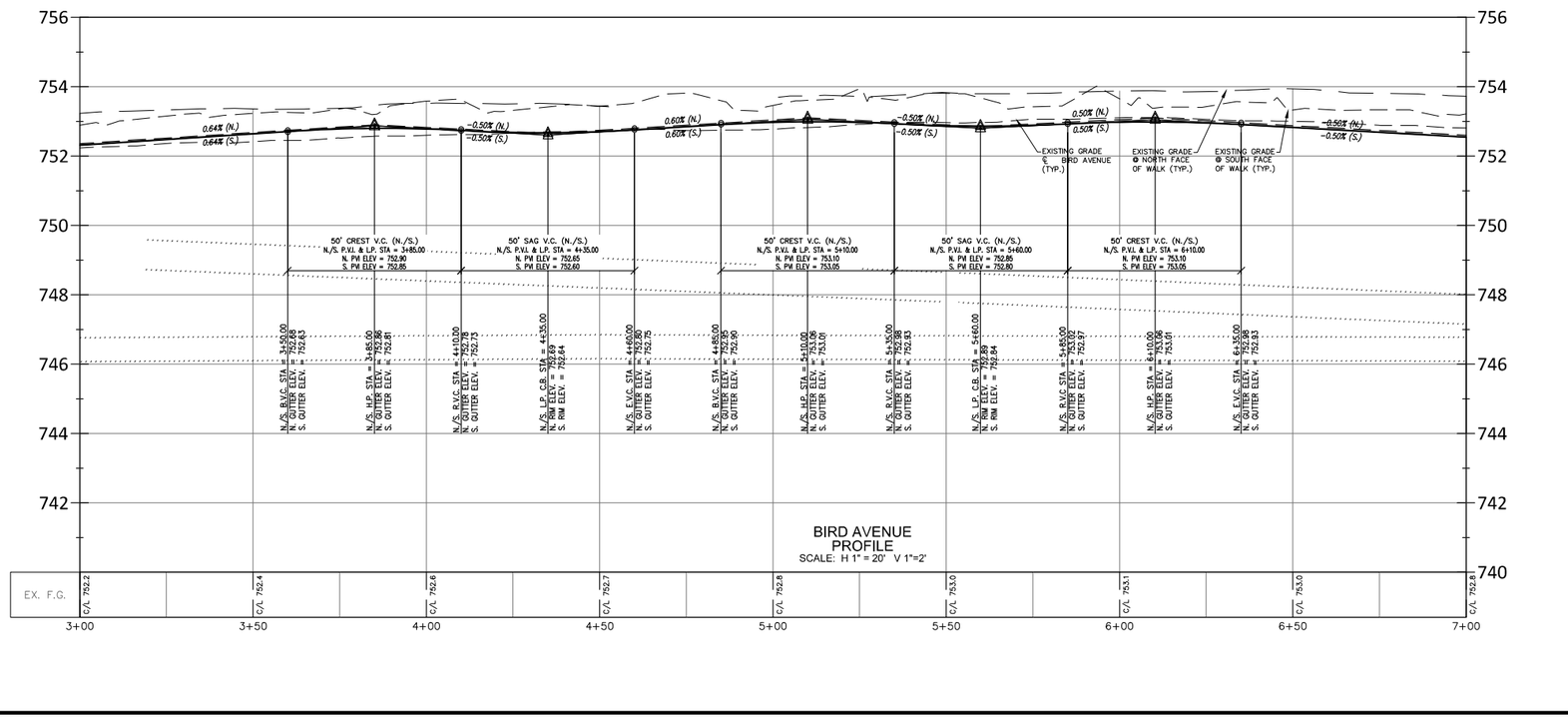
Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O332
SHEET NO. C08





Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
212 Bird	10.0	16.0	5.7	8.2	1.5
222 Bird	10.0	16.0	5.8	8.4	1.5
250 Bird	10.0	16.0	5.5	7.9	1.5
262 Bird	10.0	16.0	5.6	8.1	1.5
286 Bird	10.0	16.0	5.6	8.0	1.5
298 Bird	10.0	16.0	5.3	7.6	1.5
306 Bird	9.7	16.0	5.2	7.4	1.5
328 Bird	10.0	16.0	5.2	7.5	1.5
366 Bird	10.0	16.0	5.0	7.2	1.5
370 Bird	10.0	16.0	5.0	7.4	1.5

LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- (RECORD) CURB STOP LOCATION (APPROX.)
- LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- GROUND ELEVATION
- EX PAVERS
- PR. 7" CONC. PAVT. W/ INT. CURB
- PR. 6" CONC. SIDEWALK OR DRIVE APPROACH
- PR. 4" CONC. SIDEWALK
- PR. FULL-DEPTH ASPH. (5" HMA ON 8" 21AA)
- PR. 18" WD. CONC. CURB & GUTTER
- SOIL BORING LOCATION REFER TO GEOTECHNICAL REPORT FOR DETAILS
- TC 600.00 PR. TOP OF CURB ELEVATION
- GU 600.00 PR. GUTTER ELEVATION
- TW 600.00 PR. TOP OF WALK ELEVATION
- TP 600.00 PR. TOP OF PVMT. ELEVATION
- FG 600.00 FINISH GRADE ELEVATION
- WT 600.00 WB 600.00 WALL TOP/BOTTOM ELEVATION

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02-27-25	BIDS

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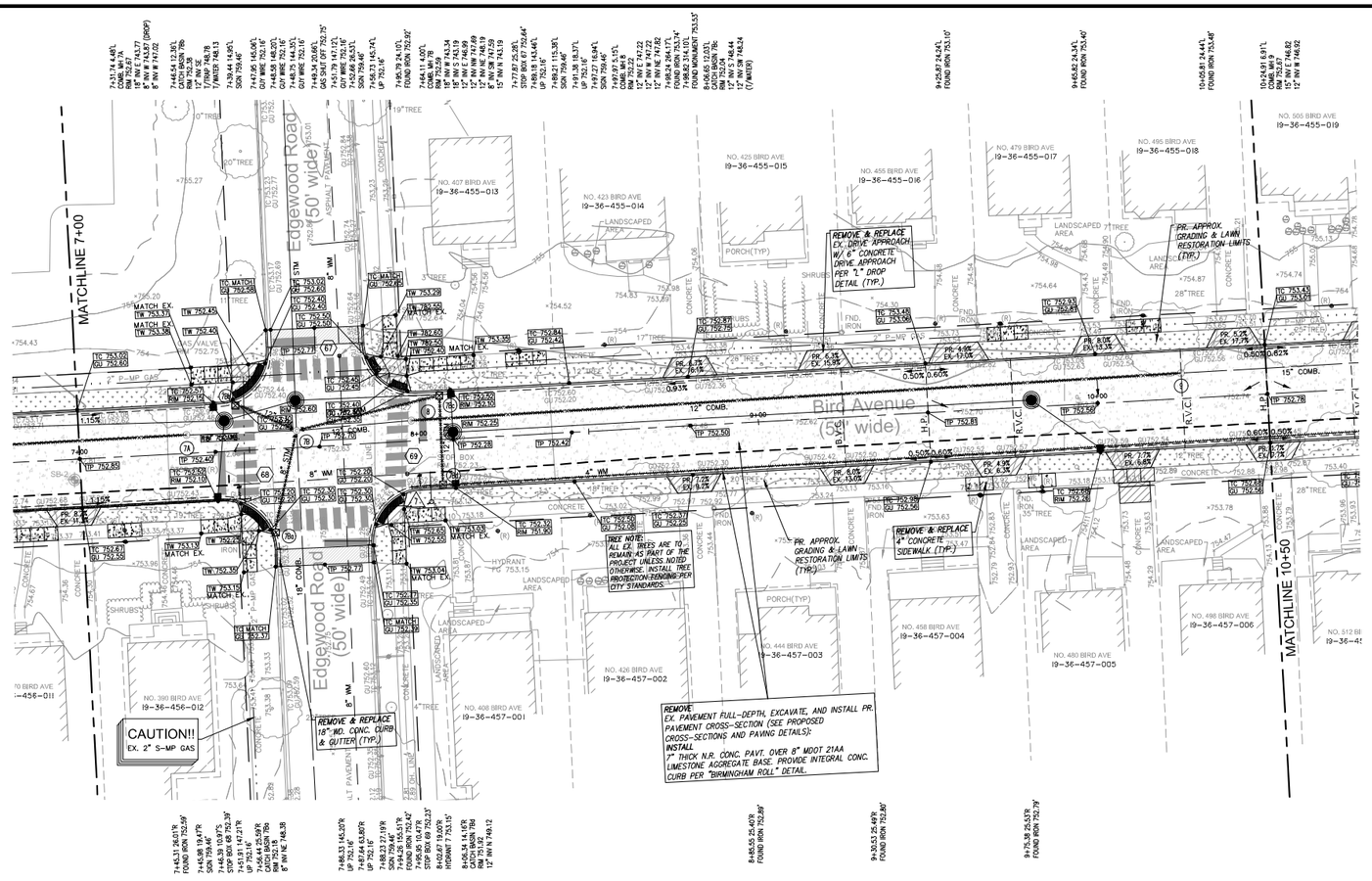
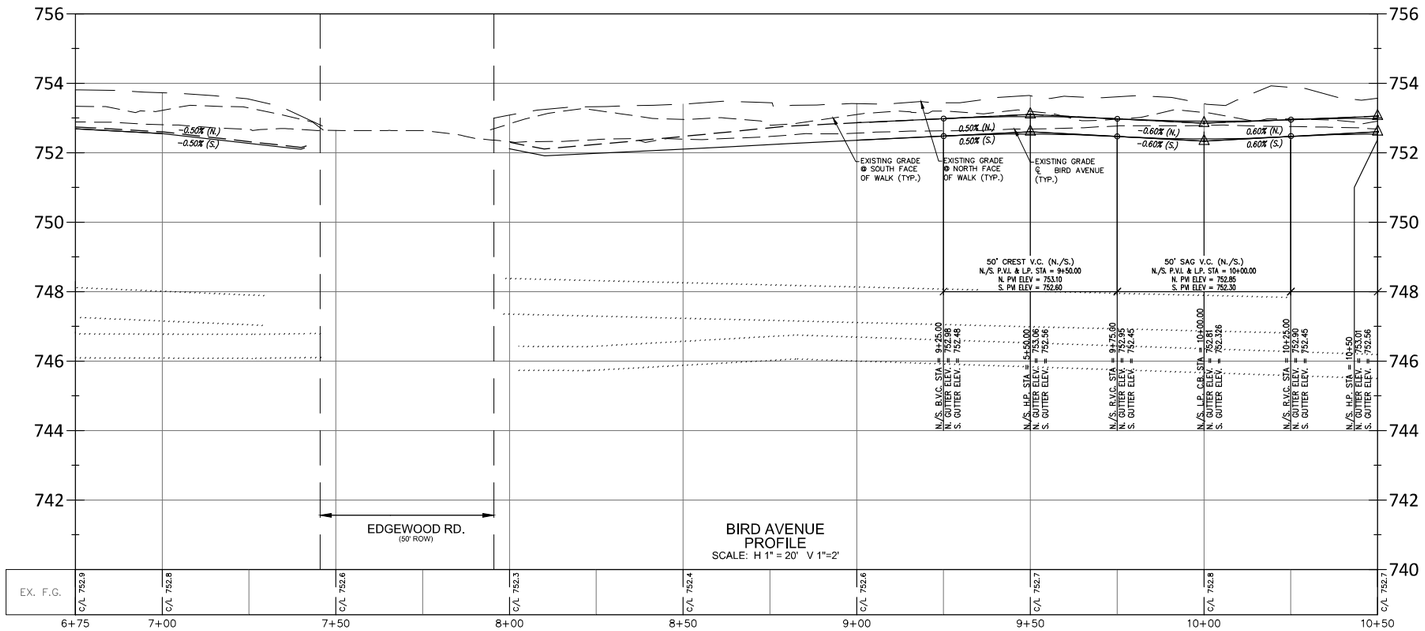
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O332
SHEET NO. C09





Driveway Schedule

Address	Width @ Walk (ft)	Width @ Curb (ft)	Length of Apron (ft)	Area (sy)	Curb Height (in)
423 Bird	10.0	16.0	5.7	8.2	1.5
425 Bird	10.0	16.0	5.6	8.1	1.5
455 Bird	11.8	17.8	5.5	9.0	1.5
479 Bird	10.0	16.0	5.5	7.9	1.5
495 Bird	10.0	16.0	5.3	7.6	1.5
426 Bird	10.0	16.0	5.1	7.4	1.5
444 Bird	10.0	16.0	5.2	7.5	1.5
458 Bird	10.0	16.0	5.2	7.6	1.5
480 Bird	10.0	16.0	5.3	7.6	1.5
498 Bird	10.0	16.0	5.2	7.5	1.5

LEGEND

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- EXISTING GAS MAIN
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GU 600.00	PR. GUTTER ELEVATION
TW 600.00	PR. TOP OF WALK ELEVATION
TP 600.00	PR. TOP OF PVMT. ELEVATION
FG 600.00	FINISH GRADE ELEVATION
WT 600.00 / WB 600.00	WALL TOP/BOTTOM ELEVATION

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02-20-25	CITY REVIEW
02-27-25	BIDS

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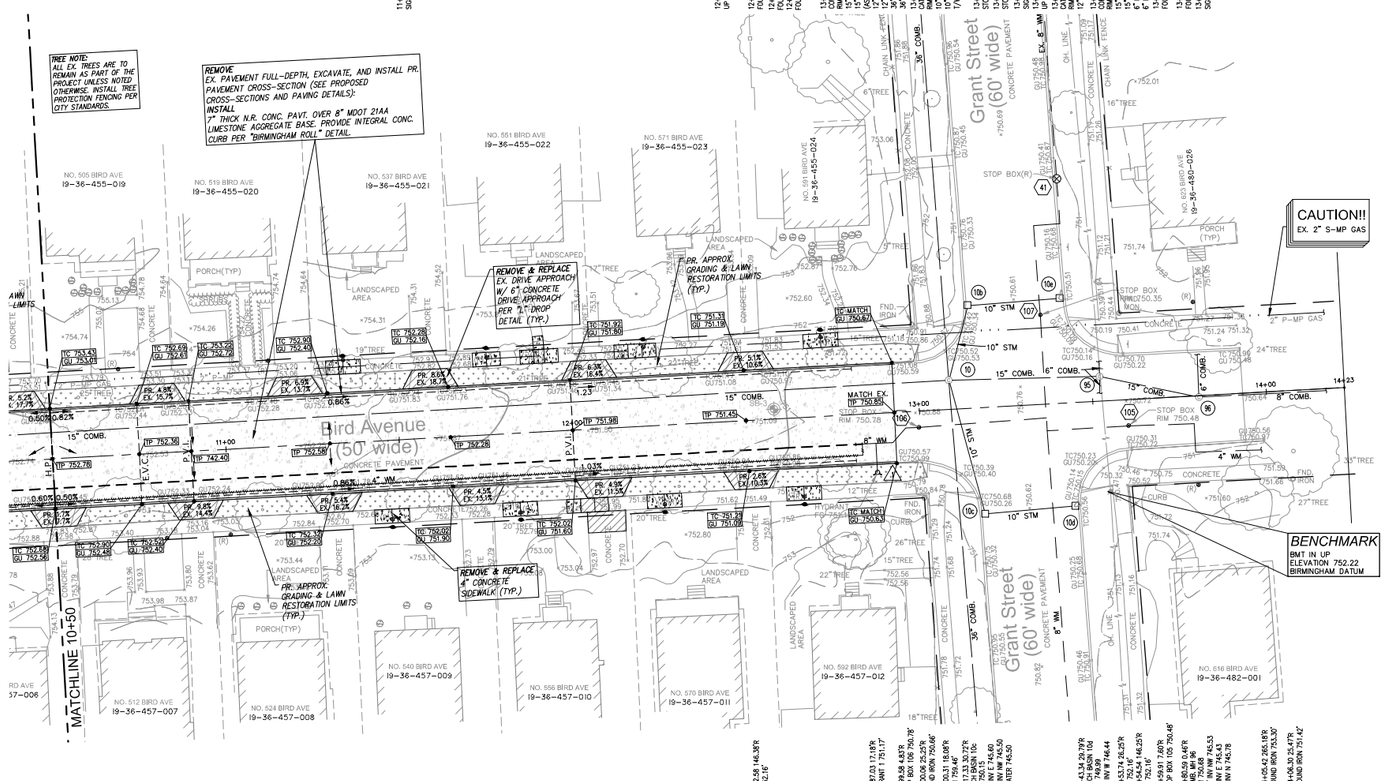
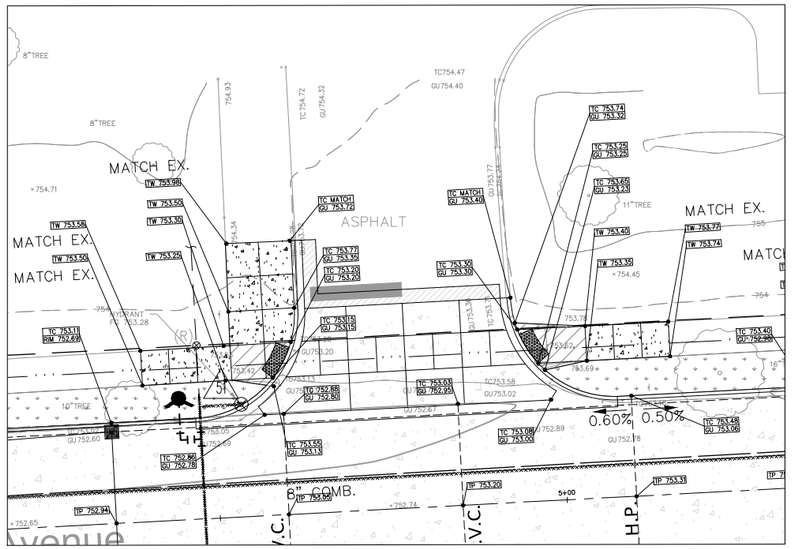
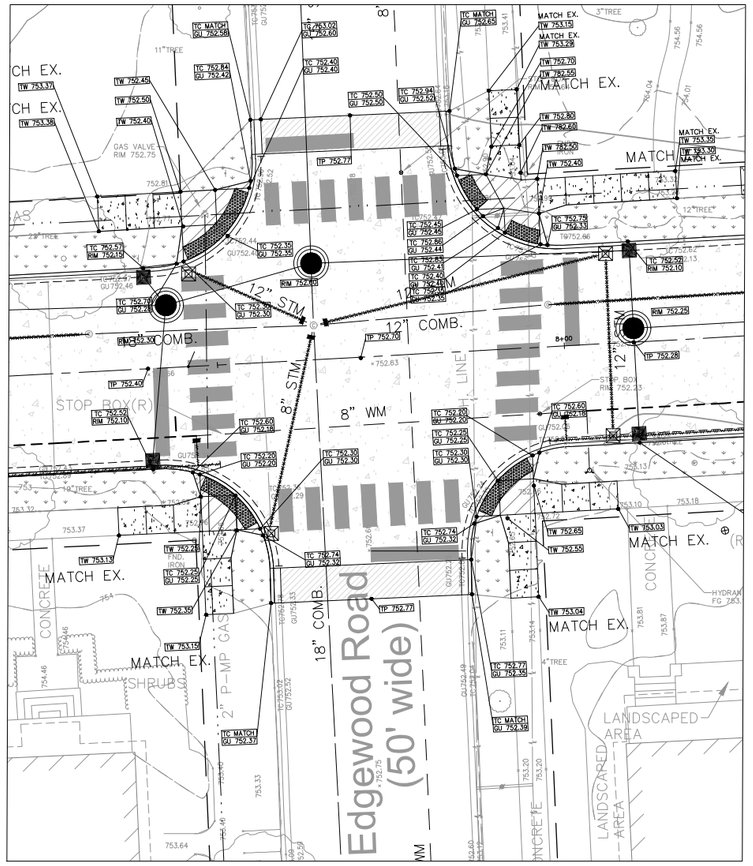
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: 1" = 20' / 1"=2'

NFE JOB NO. O332
SHEET NO. C10

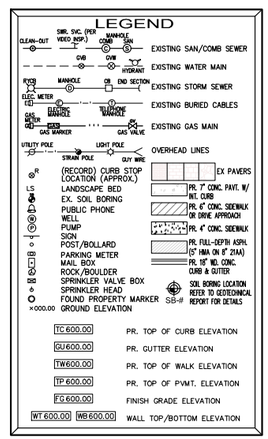

TREE NOTE:
ALL EX. TREES ARE TO REMAIN AS PART OF THE PROJECT UNLESS NOTED OTHERWISE. INSTALL TREE PROTECTION FENCING PER CITY STANDARDS.
REMOVE
EX. PAVEMENT FULL-DEPTH, EXCAVATE, AND INSTALL PR. PAVEMENT CROSS-SECTION (SEE PROPOSED CROSS-SECTIONS AND PAVING DETAILS):
INSTALL
7" THICK N.R. CONC. PAVT. OVER 8" MDOT 21AA LIMESTONE AGGREGATE BASE. PROVIDE INTEGRAL CONC. CURB PER "BIRMINGHAM ROLL" DETAIL.
REMOVE & REPLACE EX. DRIVE APPROACH W/ 6" CONCRETE DRIVE APPROACH PER 7" DROP DETAIL (TYP.)
PR. APPROX. GRADING & LAWN RESTORATION LIMITS (TYP.)
REMOVE & REPLACE 4" CONCRETE SIDEWALK (TYP.)
CAUTION!!
EX. 2" S-MP GAS
BENCHMARK
BMT IN UP
ELEVATION 752.22
BIRMINGHAM DATUM
Bird Avenue
(50' wide)
CONCRETE PAVEMENT
Grant Street
(60' wide)
CONCRETE PAVEMENT
MATCHLINE 10+50
NO. 505 BIRD AVE 19-36-455-019
NO. 519 BIRD AVE 19-36-455-020
NO. 537 BIRD AVE 19-36-455-021
NO. 551 BIRD AVE 19-36-455-022
NO. 571 BIRD AVE 19-36-455-023
NO. 591 BIRD AVE 19-36-455-024
NO. 623 BIRD AVE 19-36-480-026
NO. 512 BIRD AVE 19-36-457-007
NO. 524 BIRD AVE 19-36-457-008
NO. 540 BIRD AVE 19-36-457-009
NO. 556 BIRD AVE 19-36-457-010
NO. 570 BIRD AVE 19-36-457-011
NO. 592 BIRD AVE 19-36-457-012
NO. 616 BIRD AVE 19-36-482-001
10" STM
15" COMB.
8" WM
4" WM
6" COMB.
24" TREE
27" TREE
26" TREE
22" TREE
20" TREE
18" TREE
16" TREE
15" TREE
6" TREE
3" TREE
2" P-MP GAS
STOP BOX(R)
FND. IRON
CURB
CONCRETE
CHAIN LINK FENCE
LANDSCAPED AREA
PORCH(TYP)
H.P.
E.V.C.
P.V.I.
MATCH EX. TIP 750.83
MATCH EX. TIP 750.67
TIP 752.50
TIP 752.78
TIP 742.40
TIP 752.58
TIP 752.28
TIP 751.45
TIP 752.84
TIP 752.70
TIP 752.88
TIP 752.78
TIP 752.22
TIP 752.00
TIP 751.90
TIP 751.98
TIP 752.00
TIP 751.80
TIP 751.33
TIP 751.19
TIP 752.60
TIP 752.40
TIP 752.30
TIP 752.60
TIP 752.62
TIP 752.90
TIP 752.74
TIP 752.90
TIP 752.74
TIP 752.90
TIP 752.74
PR. 4.8% EX. 15.7%
PR. 5.9% EX. 13.7%
PR. 8.6% EX. 16.2%
PR. 6.3% EX. 18.4%
PR. 5.1% EX. 13.6%
PR. 5.4% EX. 14.4%
PR. 4.5% EX. 15.1%
PR. 4.9% EX. 11.3%
PR. 5.4% EX. 16.2%
PR. 2.6% EX. 10.3%
PR. 5.7% EX. 10.1%
0.60%
0.82%
0.86%
0.60%
0.90%
0.90%
0.90



1829 PIERCE STREET DRIVE APPROACH
GRADING DETAIL



CROSSING AT BIRD AVE. AND
EDGEWOOD ROAD



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02-20-25	CITY REVIEW
02-27-25	BIDS

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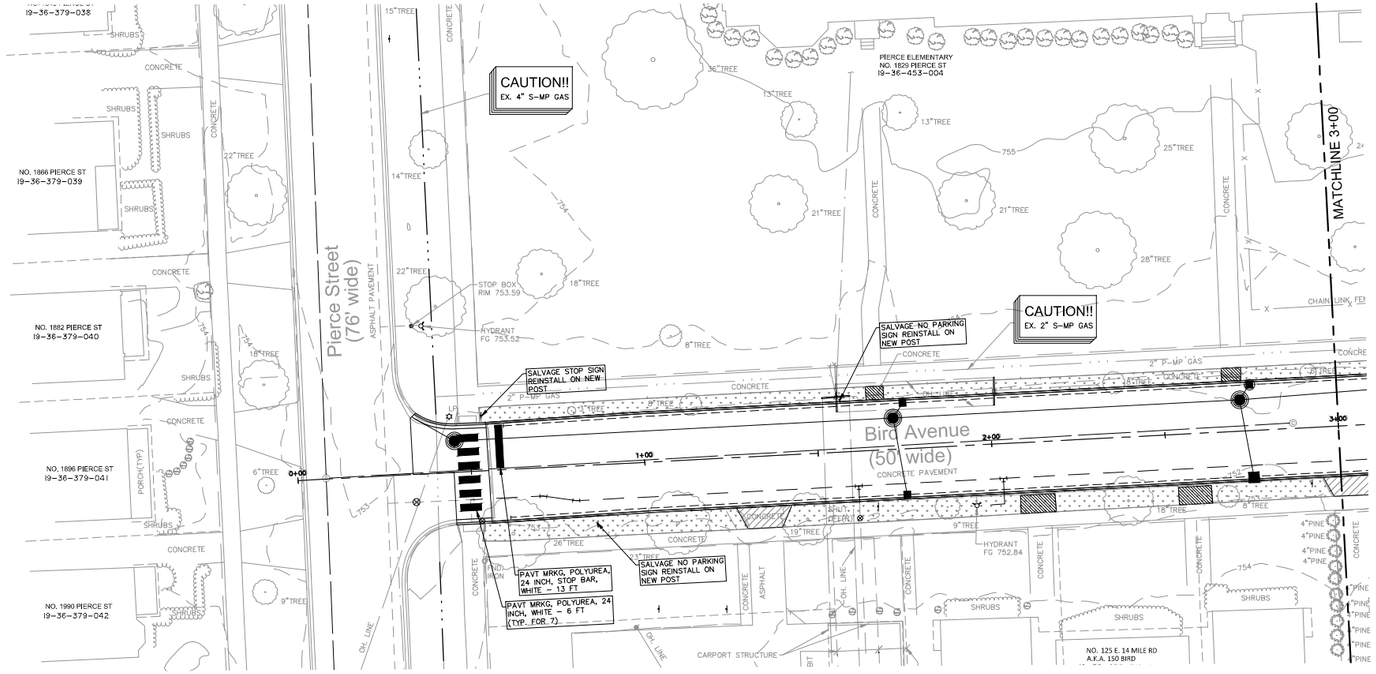
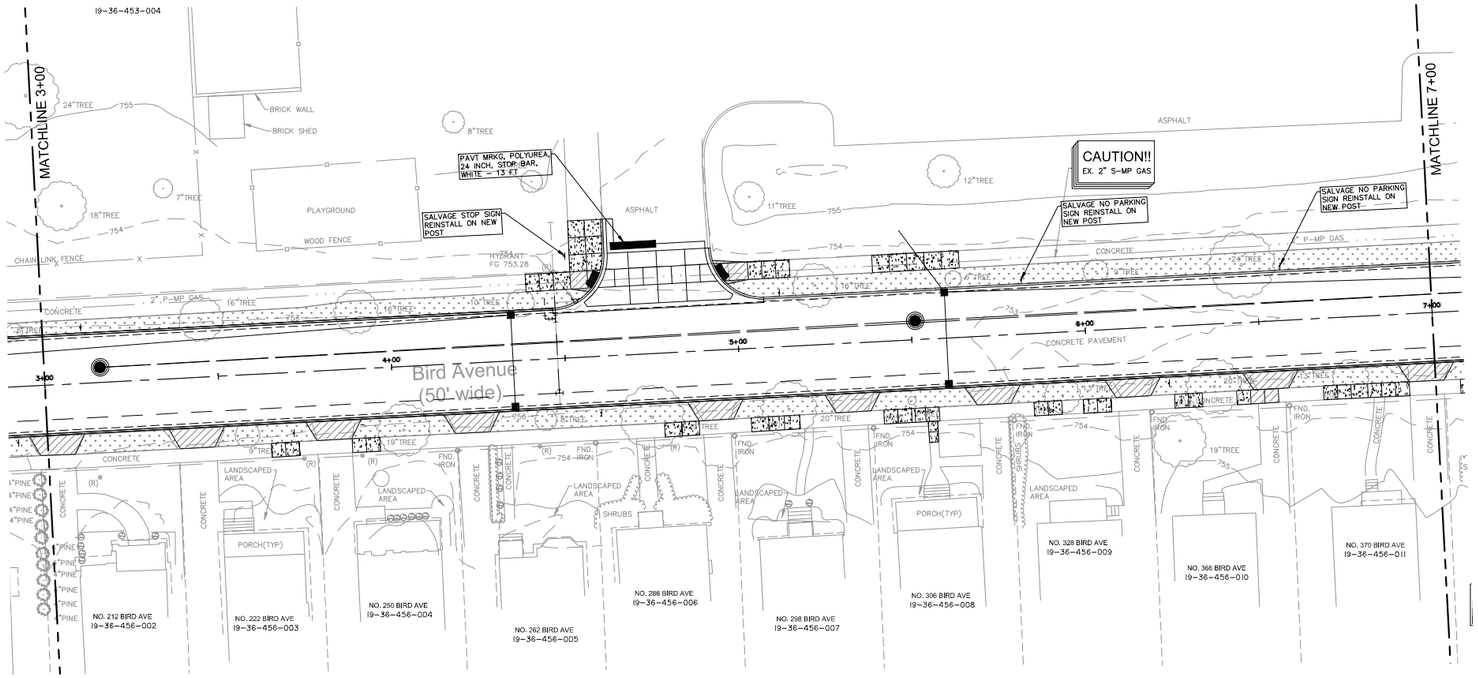
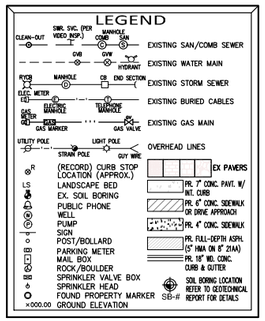
K. Withrow
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
October 25, 2024
SCALE: 1" = 10'
10 5 0 5 10 15

NFE JOB NO. O332
SHEET NO. C12







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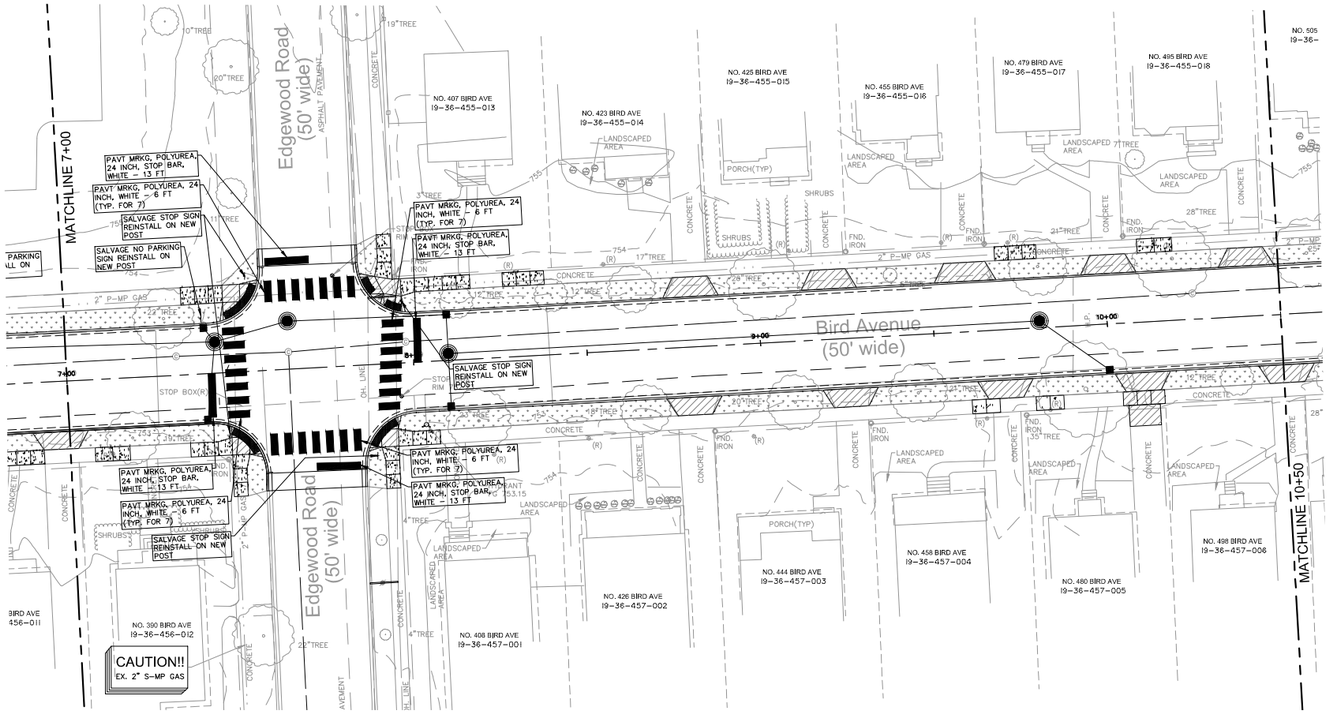
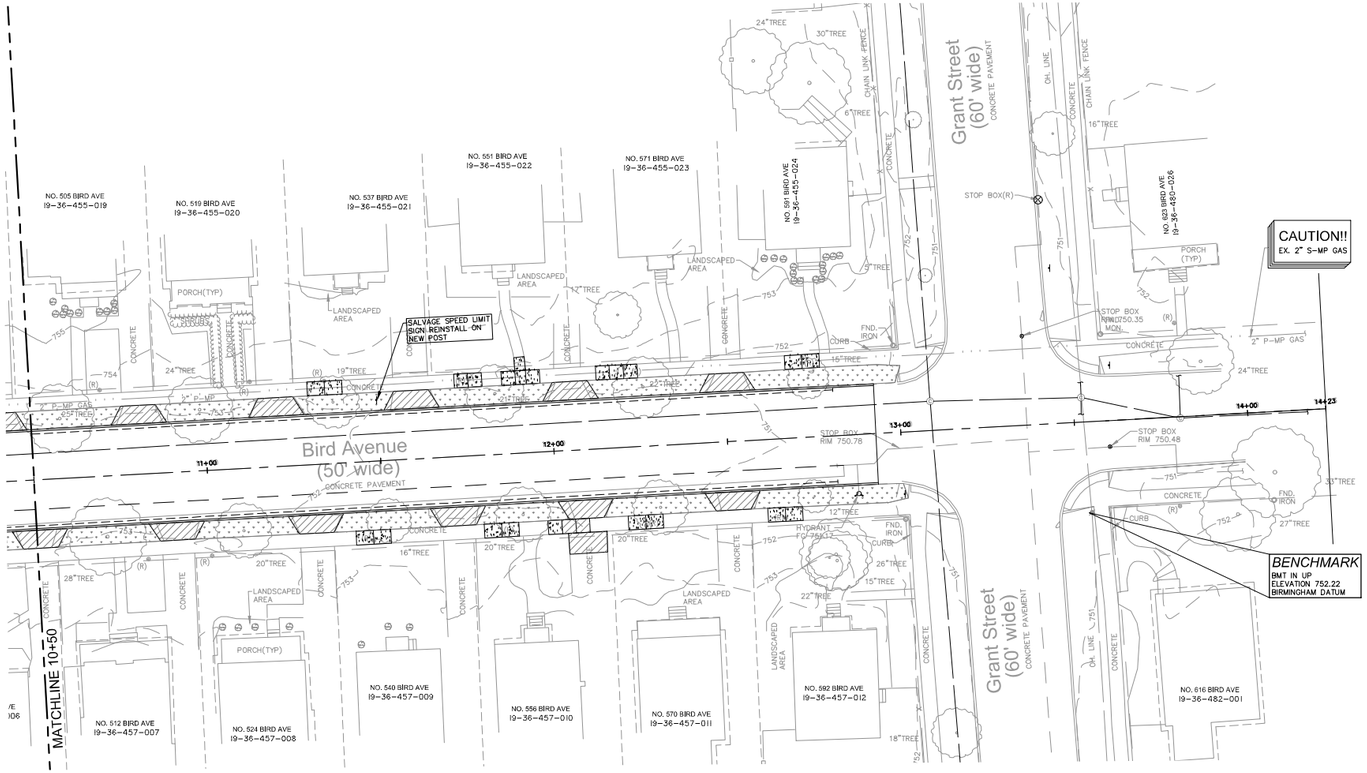
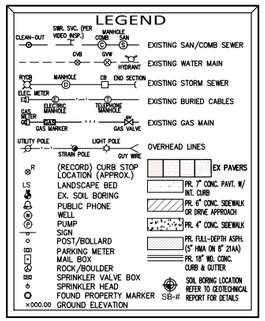
20 10 0 10 20 30

NFE JOB NO. O332
SHEET NO. C13







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20 10 0 10 20 30

NFE JOB NO. O332
SHEET NO. C14

T= 10 Minutes — Time of Concentration
I = 30.2*10^0.22 / (Tc+9.17)^0.81 — 10 Year Storm Event Intensity
n (Conc.) 0.013 — Manning's Roughness Coefficient
n (PVC) 0.013 — Manning's Roughness Coefficient
n (CMP) 0.025 — Manning's Roughness Coefficient

Birmingham City, Oakland County, MI
Storm Sewer Calculations

Project No: 332
Project Name: Bird Avenue Paving Project
Location: Birmingham, MI
Dated: 01/21/25

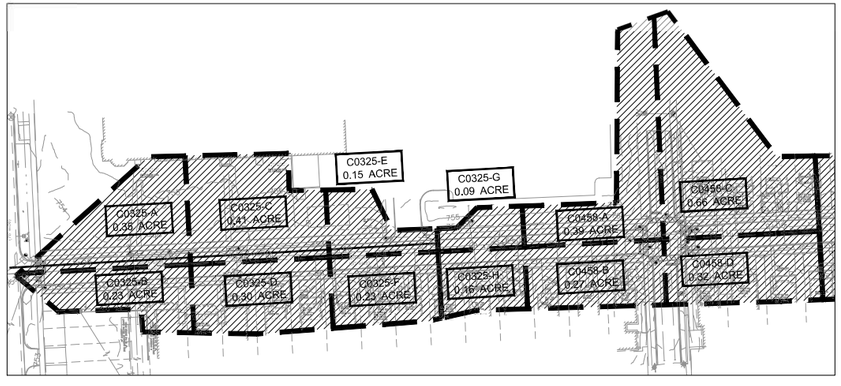
Drainage Area (Location)	From Manhole Number	To Manhole Number	Drainage Area (Acres)	Runoff Coefficient (C)	Equivalent Area (C * A)	Total Area (Sum C * A)	Time of Concentration (Minutes)	Rainfall Intensity (Inches/Hr.)	Actual Discharge (CFS)	Pipe Size (Inches)	Pipe Slope (% Slope)	Pipe Length (Feet)	Flow Full Velocity (Ft / Sec)	Time of Flow (Minutes)	Full Pipe Capacity (CFS)	H. G. Elev. Upper End (Feet)	H. G. Elev. Lower End (Feet)	H. G. Slope (% Slope)	Theoretical Velocity (Ft / Sec)	Ground Elevation (Upper)	Change in Elevation (Feet)	Invert Elev. Upper End (Feet)	Invert Elev. Lower End (Feet)	Upper Rim To HGL (Feet)
C0325-F	ST6Aa	ST6A	0.231	0.68	0.158	0.158	10.00	4.582	0.722	8	0.50	27	2.448	0.18	0.85	751.09	750.99	0.357	2.068	752.60	0.14	750.60	750.46	1.51
C0325-E	ST6A	ST5B	0.149	0.53	0.079	0.237	10.18	4.547	1.077	18	0.21	163	2.724	1.00	4.81	749.48	749.46	0.011	0.609	752.65	0.34	748.75	748.41	3.17
C0325-D	ST5Bb	ST5B	0.302	0.71	0.213	0.213	10.00	4.582	0.977	10	0.40	23	2.541	0.15	1.39	749.51	749.46	0.199	1.791	752.15	0.09	748.54	748.45	2.64
C0325-C	ST5Ba	ST5B	0.411	0.39	0.161	0.161	10.00	4.582	0.737	10	0.39	5	2.509	0.03	1.37	749.47	749.46	0.113	1.351	752.20	0.02	748.47	748.45	2.73
--	ST5B	ST5A	0.000	--	0.000	0.611	11.18	4.366	2.667	18	0.20	100	2.658	0.63	4.70	749.46	749.40	0.064	1.509	752.30	0.20	748.40	748.20	2.84
C0325-B	ST5Ab	ST5A	0.234	0.63	0.147	0.147	10.00	4.582	0.676	10	0.40	23	2.541	0.15	1.39	748.89	748.87	0.095	1.239	752.05	0.09	748.29	748.20	3.16
C0325-A	STA5Aa	ST5A	0.349	0.42	0.146	0.146	10.00	4.582	0.670	10	0.40	5	2.541	0.03	1.39	748.87	748.87	0.094	1.229	752.10	0.02	748.22	748.20	3.23
--	STA5A	15b	0.000	--	0.000	0.905	11.81	4.260	3.853	18	0.20	126	2.658	0.79	4.70	749.04	748.87	0.135	2.180	752.20	0.25	748.20	747.95	3.16
--	15b	15a	0.000	--	0.000	0.905	10.00	4.582	4.145	12	0.46	13	3.077	0.07	2.42	748.87	748.69	1.354	5.278	752.80	0.06	747.95	747.89	3.93
--	17	7A	0.000	--	0.000	0.000	10.00	4.582	0.000	12	0.32	22	2.566	0.14	2.02	749.00	749.00	0.000	0.000	754.30	0.07	748.27	748.20	5.30
C0325-H	ST7Aa	ST7A	0.164	0.69	0.112	0.112	10.00	4.582	0.515	8	0.95	26	3.374	0.13	1.18	749.88	749.83	0.182	1.476	752.80	0.25	749.55	749.30	2.92
C0325-G	ST7A	ST71A	0.091	0.57	0.052	0.165	10.13	4.557	0.750	12	0.49	183	3.175	0.96	2.49	748.52	748.44	0.044	0.955	752.85	0.90	748.20	747.30	4.33
C0458-A	ST71Aa	ST71A	0.392	0.72	0.281	0.281	10.00	4.582	1.289	10	1.00	5	4.017	0.02	2.19	748.46	748.44	0.346	2.364	752.15	0.05	747.35	747.30	3.69
C0458-B	ST71Ab	ST71A	0.269	0.72	0.193	0.193	11.22	4.358	0.841	10	0.89	22	3.790	0.10	2.07	748.47	748.44	0.147	1.542	752.10	0.20	747.50	747.30	3.63
--	ST71A	ST71B	0.000	--	0.000	0.639	11.09	4.381	2.800	15	0.92	22	5.049	0.07	6.20	748.44	748.40	0.188	2.281	752.20	0.20	747.60	747.40	3.76
C0320	ST9Aa	ST9A	0.381	0.75	0.287	0.287	10.00	4.582	1.315	12	0.40	25	2.869	0.14	2.25	748.97	748.94	0.136	1.674	752.30	0.10	748.55	748.45	3.33
--	ST9A	ST8A	0.000	--	0.000	0.287	10.14	4.555	1.307	12	0.50	170	3.208	0.88	2.52	748.94	748.71	0.135	1.664	752.85	0.85	748.45	747.60	3.91
C0458-D	ST8Ab	ST8A	0.319	0.75	0.240	0.240	10.00	4.582	1.101	12	0.32	15	2.566	0.10	2.02	748.72	748.71	0.096	1.402	751.90	0.05	747.65	747.60	3.18
--	ST8A	ST8Aa	0.000	--	0.000	0.527	11.03	4.393	2.316	15	0.45	11	3.531	0.05	4.33	748.71	748.70	0.129	1.888	752.30	0.05	747.60	747.55	3.59
C0458-C	ST8Aa	ST71AB	0.660	0.75	0.497	1.024	11.08	4.383	4.490	15	1.00	46	5.264	0.15	6.46	748.70	748.47	0.483	3.659	752.10	0.46	747.55	747.09	3.40

WEIGHTED RUNOFF COEFFICIENT CALCULATIONS

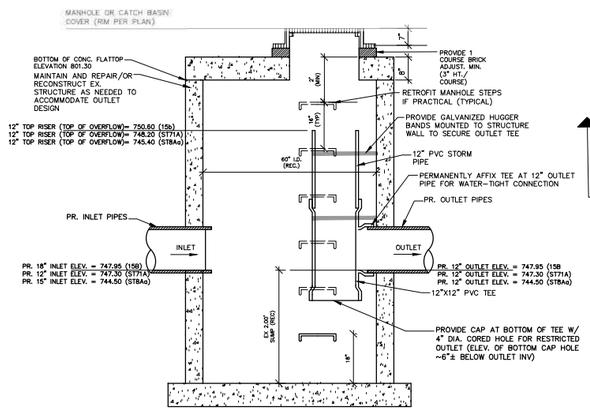
Surface Type		
	Pervious	0.20
	Impervious	0.95
	Pond	1.00

C (Average) = (Area 1 * C1 + Area 2 * C2 + Area 3 * C3) / (Area 1 + Area 2 + Area 3)

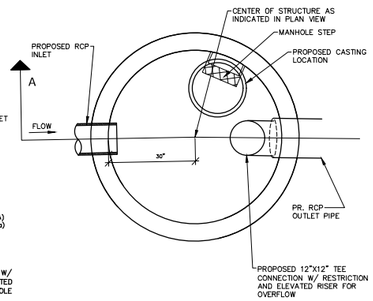
Drainage Area	Total Area	Pervious	Impervious	Pond	C (Average)
C0325-A	15,188 Sq.Ft. / 0.35 Ac.	10,742 Sq.Ft. / 0.25 Ac.	4,446 Sq.Ft. / 0.10 Ac.	Sq.Ft. / 0.00 Ac.	0.42
C0325-B	10,178 Sq.Ft. / 0.23 Ac.	4,330 Sq.Ft. / 0.10 Ac.	5,848 Sq.Ft. / 0.13 Ac.	Sq.Ft. / 0.00 Ac.	0.63
C0325-C	17,886 Sq.Ft. / 0.41 Ac.	13,316 Sq.Ft. / 0.31 Ac.	4,570 Sq.Ft. / 0.10 Ac.	Sq.Ft. / 0.00 Ac.	0.39
C0325-D	13,137 Sq.Ft. / 0.30 Ac.	4,257 Sq.Ft. / 0.10 Ac.	8,880 Sq.Ft. / 0.20 Ac.	Sq.Ft. / 0.00 Ac.	0.71
C0325-E	6,506 Sq.Ft. / 0.15 Ac.	3,634 Sq.Ft. / 0.08 Ac.	2,872 Sq.Ft. / 0.07 Ac.	Sq.Ft. / 0.00 Ac.	0.53
C0325-F	10,058 Sq.Ft. / 0.23 Ac.	3,590 Sq.Ft. / 0.08 Ac.	6,468 Sq.Ft. / 0.15 Ac.	Sq.Ft. / 0.00 Ac.	0.68
C0325-G	3,981 Sq.Ft. / 0.09 Ac.	2,015 Sq.Ft. / 0.05 Ac.	1,966 Sq.Ft. / 0.05 Ac.	Sq.Ft. / 0.00 Ac.	0.57
C0325-H	7,129 Sq.Ft. / 0.16 Ac.	2,499 Sq.Ft. / 0.06 Ac.	4,630 Sq.Ft. / 0.11 Ac.	Sq.Ft. / 0.00 Ac.	0.69
C0458-A	17,089 Sq.Ft. / 0.39 Ac.	5,302 Sq.Ft. / 0.12 Ac.	11,787 Sq.Ft. / 0.27 Ac.	Sq.Ft. / 0.00 Ac.	0.72
C0458-B	11,723 Sq.Ft. / 0.27 Ac.	3,638 Sq.Ft. / 0.08 Ac.	8,085 Sq.Ft. / 0.19 Ac.	Sq.Ft. / 0.00 Ac.	0.72
C0458-C	28,751 Sq.Ft. / 0.66 Ac.	7,556 Sq.Ft. / 0.17 Ac.	21,195 Sq.Ft. / 0.49 Ac.	Sq.Ft. / 0.00 Ac.	0.75
C0458-D	13,907 Sq.Ft. / 0.32 Ac.	3,655 Sq.Ft. / 0.08 Ac.	10,252 Sq.Ft. / 0.24 Ac.	Sq.Ft. / 0.00 Ac.	0.75
C0320	16,604 Sq.Ft. / 0.38 Ac.	4,364 Sq.Ft. / 0.10 Ac.	12,240 Sq.Ft. / 0.28 Ac.	Sq.Ft. / 0.00 Ac.	0.75



DRAINAGE AREA MAP
1"=80'



SECTION A-A



SECTION DETAIL

PR. STRUCTURE OUTLET CONTROL DETAIL
N.T.S.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL
STATE OF MICHIGAN — PAUL TULIKANGAS — ENGINEER NO. 057929 — LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT
BIRMINGHAM
A WALKABLE CITY
The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

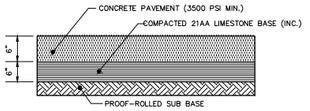
SHEET
Storm Conveyance Calcs

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-23-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

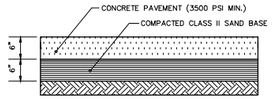
DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: N.T.S.

NFE JOB NO. O332
SHEET NO. C15



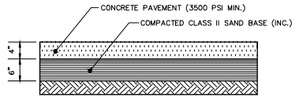
TYPICAL CONCRETE SECTION FOR RESIDENTIAL APPROACH

N.T.S.



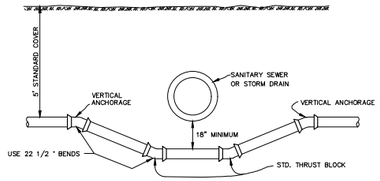
6" CONCRETE SIDEWALK SECTION

TO MATCH SPECIFIED PAVEMENT THICKNESS THROUGH DRIVE APPROACH N.T.S.



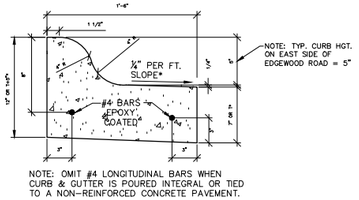
4" CONCRETE SIDEWALK SECTION

STANDARD SIDEWALK REPLACEMENTS/INSTALLATIONS N.T.S.



STANDARD SEWER OR STORM CROSSING

N.T.S.

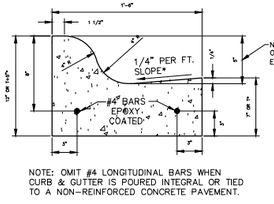


NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

BIRMINGHAM 5" ROLL CURB CONCRETE CURB & REVERSE GUTTER DETAIL

N.T.S.

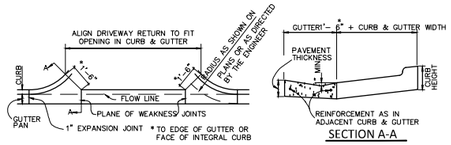
*NOTE: "T" IS EQUAL TO THE THICKNESS & SLOPE IS EQUAL TO THE CROSS-SLOPE OF THE CONCRETE PAVEMENT WHEN CURB & GUTTER IS POURED INTEGRAL TO THE PAVEMENT.



NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

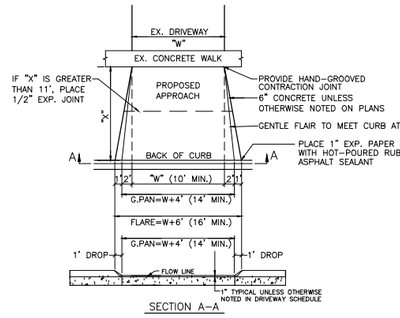
BIRMINGHAM 5" ROLL CURB CONCRETE CURB & STANDARD GUTTER DETAIL

N.T.S.



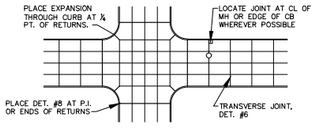
MDOT DRIVEWAY OPENING DETAIL 'M'

N.T.S.



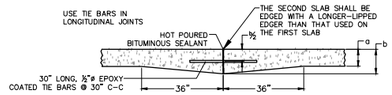
CONCRETE DRIVE APPROACH – DETAIL 'L'

N.T.S.

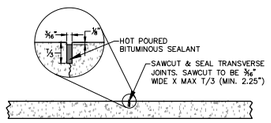


TYPICAL JOINT LAYOUT

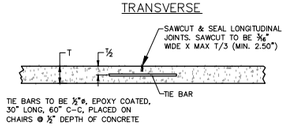
SLAB DESIGNATION	"a"	"b"
6"	6"	8"
7"	7"	9"
7-½"	7-½"	10"
8"	8"	11"
9"	9"	12"



5 CONSTRUCTION JOINT

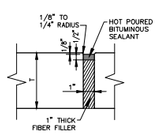


TRANSVERSE

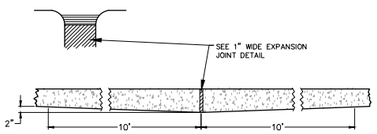


LONGITUDINAL

6 CONTRACTION JOINT



1" WIDE EXPANSION JOINT DETAIL

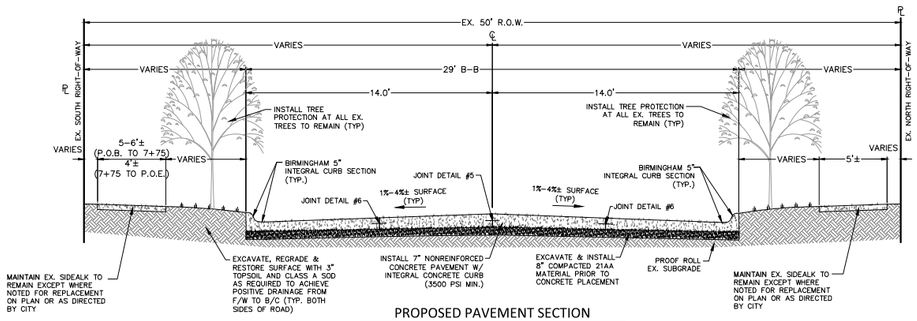


8 EXPANSION JOINT

EXISTING PAVEMENT SECTION

N.T.S.
BIRD AVE

NOTES:
1. REFER TO G2 GEOTECHINCAL REPORT FOR SOIL BORING AND EXISTING CONCRETE CONDITIONS. CROSS-SECTION SHOWN REFLECTS AN EXISTING COMPOSITE CROSS-SECTION WITH AN ASPHALT SURFACE (5.0" TO 7.0" THICKNESS) AND CONCRETE BASE (6.0" TO 7.5" THICKNESS).



PROPOSED PAVEMENT SECTION

N.T.S.
BIRD AVE

GENERAL NOTES

1. BRICK PAVERS SHALL BE REMOVED BY MEANS WHICH CAUSE NO DAMAGE TO THE BRICKS. BRICKS SHALL BE DELIVERED TO CITY OF BIRMINGHAM DEPARTMENT OF SERVICES AS DIRECTED BY THE ENGINEER.
2. ALL PAVEMENT TO BE REMOVED SHALL BE SAWCUT FULL DEPTH.
3. ANY GRAVEL REPLACEMENT NECESSARY FOR REGRADING DRIVEWAYS SHALL BE CONSIDERED INCLUDED IN THE COST OF CONCRETE DRIVE APPROACH.
4. ALL TREES NOT INDICATED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION. WHERE NECESSARY, TREE ROOTS SHALL BE CUT CLEANLY. AT NO TIME WILL RIPPING OR TEARING OF TREE ROOTS BE ACCEPTABLE.
5. ALL DRIVEWAYS (BEHIND THE SIDEWALK) SHALL BE REPAIRED WITH A CROSS SECTION WHICH MATCHES THE EXISTING IN THICKNESS, OR A MINIMUM 4.0" BITUMINOUS MIXTURE No. 13A. IF THE EXISTING DRIVEWAY IS GREATER THAN 4.0" IN DEPTH, THE THICKNESS OF THE BITUMINOUS MIXTURE No. 13A SHALL BE ADJUSTED TO MAKE UP THE DIFFERENCE.
6. UNLESS OTHERWISE SHOWN, PROPOSED GRADES IN PROFILE ARE TOP OF CURB GRADES.
7. ROCKS, OR OTHER MISC. DEBRIS WHICH ARE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE, UNLESS DIRECTED OTHERWISE FROM THE CITY.
8. THE PAY ITEM "ADJUST STRUCTURE COVER" APPLIES ONLY TO PRE-EXISTING STRUCTURES TO BE ADJUSTED TO PROPOSED GRADES AS PART OF CONSTRUCTION.
9. IF THE CONTRACTOR HAS MULTIPLE CREWS WORKING THAT REQUIRES MULTIPLE CITY INSPECTORS ON A GIVEN WORK DAY, THE PAY ITEM "INSPECTOR CREW DAYS" SHALL BE MULTIPLIED BY THE CORRESPONDING NUMBER OF INSPECTORS REQUIRED DURING SAID WORK DAY.

PAVING NOTES

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

   CONCRETE ROAD: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
   MIX – PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), TO COMPLY WITH MDOT 3500HP REQUIREMENTS.

   CONCRETE FLATWORK: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES. COMPLY WITH MDOT 3500 REQUIREMENTS.

   ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF TWENTY-FIVE (25) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION.

   ASPHALT: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)

   SURFACE COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 5EML (MAX. APPLICATION RATE 220 POUNDS PER SQUARE YARD)

   LEVELING COURSES:
   ASPHALT ROAD – MDOT HMA MIXTURE NO. 3EML (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD)

   REPAIR AREAS – BOND COAT – MDOT SS-1H EMULSION AT 0.10 GALLON PER SQUARE YARD
2. PAVEMENT BASE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT. EXISTING SUB-BASE SHALL BE PROOF-ROLLED IN THE PRESENCE OF THE ENGINEER TO DETERMINE STABILITY.
3. ALL CONCRETE PAVEMENT, DRIVEWAYS, CURB & GUTTER, ETC., SHALL BE SPRAY CURED WITH WHITE MEMBRANE CURING COMPOUND IMMEDIATELY FOLLOWING FINISHING OPERATION.
4. ALL CONCRETE PAVEMENT JOINTS SHALL BE FILLED WITH HOT POURED RUBBERIZED ASPHALT JOINT SEALING COMPOUND IMMEDIATELY AFTER SAWCUT OPERATION. FEDERAL SPECIFICATION SS-S164.
5. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.
6. ALL TOP OF CURB ELEVATIONS, AS SHOWN ON THE PLANS, ARE CALCULATED FOR A 6" CONCRETE CURB UNLESS OTHERWISE NOTED.
7. ALL SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1993, SHALL BE INSTALLED AS INDICATED ON THE PLANS.
8. CONSTRUCTION OF A NEW OR RECONSTRUCTED DRIVE APPROACH CONNECTING TO AN EXISTING STATE OR COUNTY ROADWAY SHALL BE ALLOWED ONLY AFTER AN APPROVED PERMIT HAS BEEN SECURED FROM THE AGENCY HAVING JURISDICTION OVER SAID ROADWAY.
9. FOR ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL INSPECTION.
10. EXISTING TOPSOIL, VEGETATION AND ORGANIC MATERIALS SHALL BE STRIPPED AND REMOVED FROM PROPOSED PAVEMENT AREA PRIOR TO PLACEMENT OF BASE MATERIALS (INCLUDED IN PAVING WORK).
11. EXPANSION JOINTS SHOULD BE INSTALLED AT THE END OF ALL INTERSECTION RADII.
12. SIDEWALK RAMPS, CONFORMING TO PUBLIC ACT NO. 8, 1973, SHALL BE INSTALLED AS SHOWN AT ALL STREET INTERSECTIONS AND AT ALL BARRIER FREE PARKING AREAS AS INDICATED ON THE PLANS.
13. ALL PAVEMENT AREAS SHALL BE PROOF-ROLLED UNDER THE SUPERVISION OF A GEOTECHNICAL ENGINEER PRIOR TO THE PLACEMENT OF BASE MATERIALS AND PAVING MATERIALS.
14. FILL AREAS SHALL BE MACHINE COMPACTED IN UNIFORM LIFTS NOT EXCEEDING 9 INCHES THICK TO 95% OF THE MAXIMUM DENSITY (MODIFIED PROCTOR) PRIOR TO PLACEMENT OF PROPOSED PAVEMENT.
15. R.A.P. NOT ALLOWED IN SURFACE / TOP COURSE OF ASPHALT.

WATER MAIN NOTES

1. ALL WATER MAINS 4" AND LARGER SHALL BE DUCTILE IRON PIPE THICKNESS CLASS 52, WITH PUSH ON TYPE JOINTS PER CITY REQUIREMENTS.
2. NEW WATER MAINS SHALL BE INSTALLED WITH A MINIMUM 5.5 FEET OF COVER. EXCEPTIONS WILL BE ALLOWED WHEN NECESSARY TO CONNECT TO EXISTING MAIN OR WHEN AUTHORIZED BY THE ENGINEER.
3. KNOWN WATER SERVICES BASED ON FIELD INFORMATION OR CITY RECORDS ARE SHOWN ON THE PLANS AS FOLLOWS: "C" = COPPER, "L" = LEAD AND "W.S." = WATER SERVICE TYPE UNKNOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING ALL EXISTING SERVICES TO THE NEW MAIN AFTER IT HAS BEEN APPROVED FOR USE.
4. COAT ALL BOLTS ON MECHANICAL FITTINGS WITH TAR.
5. HYDRANT CONNECTION TO CONSIST OF 6" DUCTILE IRON PIPE, 6" GATE VALVE AND BOX, AND HYDRANT. HYDRANT SHALL BE EJIW MODEL 5BR WITH 6" MECHANICAL JOINT INLET, TWO PUMPER INLETS, ALL OPENING LEFT, 5'-6" TRENCH, PLUGGED DRAIN AND BLOCK BOLTS.
6. INSTALL GATE VALVE AS CLOSE TO HYDRANT AS PRACTICABLE.
7. GATE VALVES 4" AND LARGER MAY BE MUELLER BRAND SPECIFIED, OR APPROVED EQUIVALENT. ALL MATERIALS RELATIVE TO WATER SERVICE CONNECTIONS SHALL BE MUELLER BRAND.
8. IN ABANDONING MAINS, THE FOLLOWING SHALL BE DONE: PLUG ALL OPEN PIPE ENDS WITH MASONRY, DISCONNECT MAINS WHICH ARE TO BE ABANDONED FROM FITTINGS AT LIVE MAINS AND PLUG AND BLOCK THOSE FITTINGS. FILL MAIN TO BE ABANDONED WITH GROUT OR HYDRAULIC CEMENT.
9. WORK INDICATED BY (A) SHALL BE PERFORMED AFTER THE NEW MAINS ARE PLACED IN SERVICE.
10. THE LOCATIONS AND TYPES OF SERVICE LEADS IS BASED ON THE BEST AVAILABLE INFORMATION. THE EXACT LOCATION OF SERVICE LEADS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
11. WHERE APPLICABLE, THE APPROPRIATE SECTIONS OF EXISTING WATERMAIN SHALL BE SHUTDOWN AND DEPRESSURIZED PRIOR TO A) CUTTING AND REMOVING, B) CUTTING AND INSTALLING PROPOSED TEE CONNECTIONS, C) PERFORMING ANY AND ALL OTHER WORK AROUND/ADJACENT TO HYDRANTS AND ALL OTHER CONNECTIONS, WHILE MEETING AND/OR EXCEEDING APPLICABLE INDUSTRY SAFETY PRECAUTIONS AND MIOSHA STANDARDS.

STORM SEWER NOTES (where applicable)

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
2. ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF % OF THE MATERIAL'S MAXIMUM DENSITY. PAVEMENT SHALL INCLUDE PARKING LOTS, DRIVE APPROACHES, 95 CURB & GUTTER AND ADJACENT WALKS.
3. ALL STORM SEWER PIPE SHALL BE INSTALLED ON CLASS "B" BEDDING OR BETTER UNLESS OTHERWISE INCLUDED ON THE PLANS.
4. STORM SEWER SHALL BE OF THE TYPE, SIZE & CLASS DESIGNATION INDICATED ON THE PLANS AND LIKEWISE BE INSTALLED AT THE PROPOSED LINE & GRADE INDICATED.
5. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM SPECIFICATION C-76 CL IV.
6. ALL MAN HOLE, CATCH BASIN, INLET, REAR YARD DRAINAGE STRUCTURES AND COVERS SHALL BE AS INDICATED ON THE PLANS AND CONSTRUCTED IN ACCORDANCE WITH MUNICIPALITY STANDARDS.
7. INSTALL TRAPS ON THE FIRST CATCH BASIN (TYPICALLY A 4' DIAMETER STRUCTURE WITH 2' SUMP) THAT IS UPSTREAM OF ITS CONNECTION TO A MAINLINE STORM OR SEWER MANHOLE, TO CAPTURE FLOATABLES AND TO MINIMIZE ESCAPE OF ODOR.
8. THE CONTRACTOR SHALL NOTIFY MISS DIG (1-800-482-7171) A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
9. EXACT GRADES AND INVERTS OF PROPOSED STORM SEWER ARE TO BE CHECKED WITH THE FIELD ENGINEER PRIOR AND DURING INSTALLATION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY PLAN INCONSISTENCY AND/OR UTILITY CONFLICTS.
10. ALL STORM SEWER PIPE JOINTS SHALL BE "PREMIUM JOINT" MODIFIED GROOVED TONGUE (M.G.T.) WITH SYNTHETIC RUBBER GASKETS CONFORMING TO ASTM SPECIFICATION C-443 & C-361, UNLESS OTHERWISE INDICATED ON THE PLANS.
11. FACILITY MANUFACTURED PRECAST TEE SECTIONS SHALL BE FOR ROOF DRAINS AND/OR SUMP PUMP LEADS AND LATERALS WHERE INDICATED ON THE PLANS. BLIND TOP CONNECTIONS INTO STORM SEWER WILL NOT BE PERMITTED BY BREAKING PIPE WALL.
12. THE CONTRACTOR SHALL PAY FOR AND SECURE ALL NECESSARY PERMITS AND LIKEWISE ARRANGE FOR ALL SITE INSPECTIONS.

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

STATE OF MICHIGAN · PAUL TULIKANGAS · ENGINEER NO. 057929 · LICENSED PROFESSIONAL ENGINEER

PROJECT

City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT

BIRMINGHAM
A WALKABLE CITY

The City of Birmingham
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION

Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

SHEET

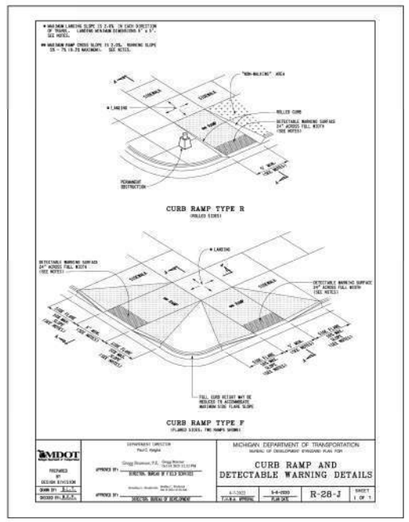
Notes and Details (1 of 2)

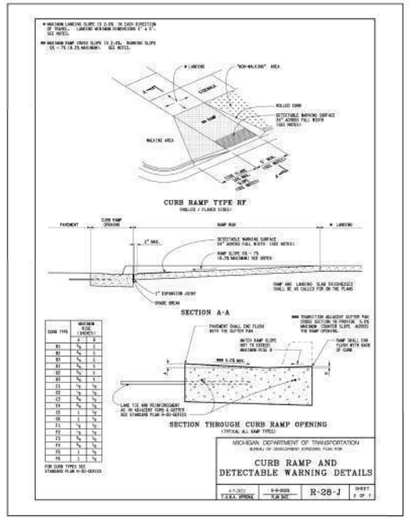
811 Know what's below Call before you dig.

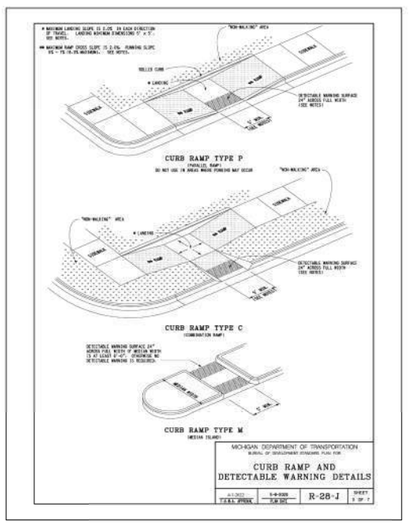
DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

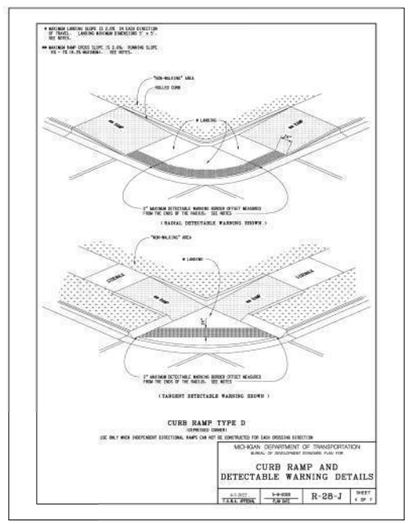
DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: N.T.S.

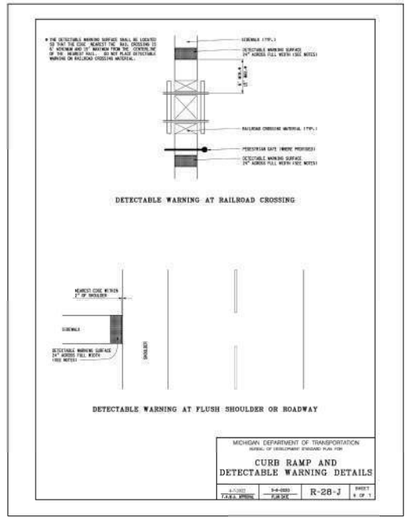
NFE JOB NO. O332
SHEET NO. C16

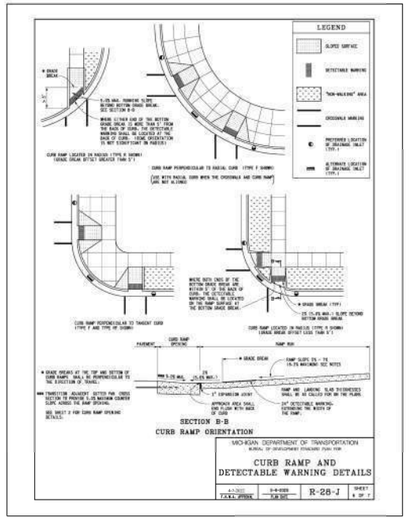


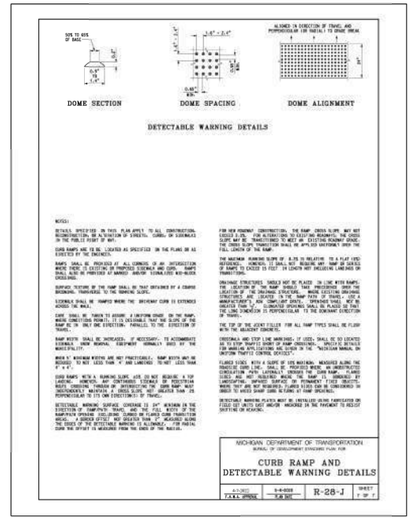












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SEAL

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PAUL TULIKANGAS
ENGINEER NO. 057929
LICENSED PROFESSIONAL ENGINEER

PROJECT
City of Birmingham
Bird Avenue
Phase 1A Project
Contract #7-25(W)

CLIENT
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A WALKABLE CITY

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151 Martin Street
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PROJECT LOCATION
Part of the S.E. ¼
of Section 36,
T. 2N, R.10E
City of Birmingham,
Oakland County, Michigan

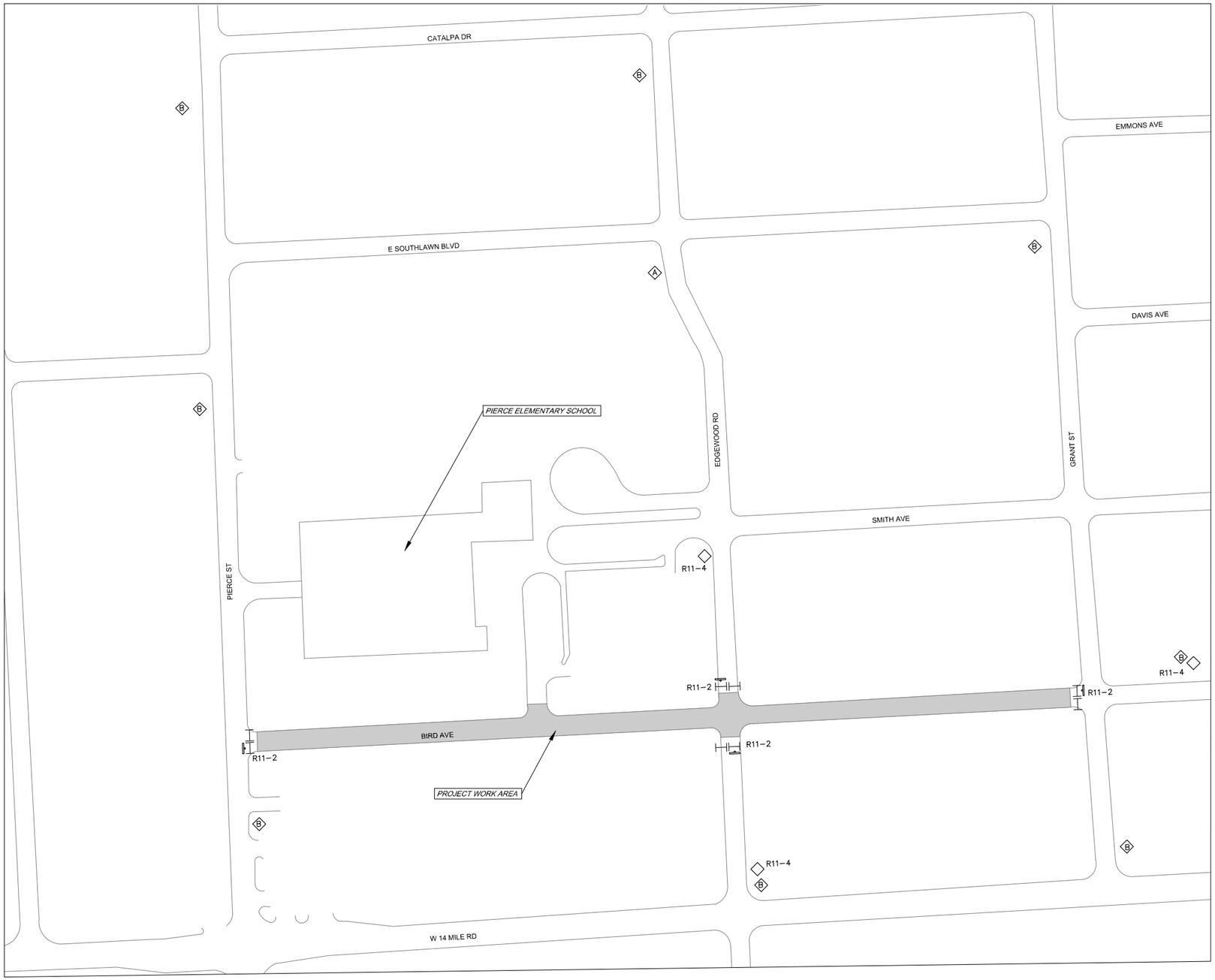
SHEET
Notes and Details (2 of 2)

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
10-25-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

DRAWN BY: K. Withrow
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: N.T.S.

NFE JOB NO. **O332**
SHEET NO. **C17**



BIRD AVE CLOSED AHEAD NO ACCESS TO W 14 MILE RD SEEK ALTERNATE ROUTE

36"x72" ADVANCE WARNING SIGN "A"
BLACK LEGEND ON ORANGE BACKGROUND

BIRD AVE CLOSED AT PIERCE, EDGEWOOD, GRANT. SEEK ALTERNATE ROUTE

36"x72" ADVANCE WARNING SIGN "B"
BLACK LEGEND ON ORANGE BACKGROUND

SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- DETOUR

N W NF E S

SPECIAL ADVANCED WARNING SIGN QUANTITIES

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
SIGN "A"	BIRD AVE CLOSED AHEAD NO ACCESS TO W 14 MILE RD	36"x72"	1
SIGN "B"	BIRD AVE CLOSED AT PIERCE, EDGEWOOD, GRANT. SEEK ALTERNATE ROUTE	36"x72"	8

OTHER ADVANCED WARNING SIGN QUANTITIES AS SHOWN

DESIGNATION	DESCRIPTION	SIZE	QUANTITY
R11–2	ROAD CLOSED	60"x30"	4
R11–4	ROAD CLOSED FOR THRU TRAFFIC	60"x30"	3

NOTES

1. PLACE TRAFFIC CONTROL DEVICES AS SPECIFIED, OR AS OTHERWSE DIRECTED BY THE CITY OF BIRMINGHAM, INCLUDING ADVANCE WARNING SIGNS AND BARRICADES NOT SPECIFIED ON THIS DIAGRAM. CONTRACTOR/INSPECTOR MUST ACCOMPANY SIGN SUBCONTRACTOR DURING PLACEMENT OF SIGNS THROUGHOUT VARIOUS TRAFFIC CONTROL CHANGES.
2. ALL SIGNS AND BARRICADING SHALL BE IN ACCORDANCE WITH CURRENT M.M.U.T.C.D. AND M.D.O.T. SPECIFICATIONS AND TRAFFIC TYPICALS, INCLUDING PLACEMENT OF ADDITIONAL REQUIRED SIGNS/BARRICADES NOT DEPICTED ON THESE PLANS TO CONTROL TRAFFIC, LANE SHIFTS, ETC.
3. ADVANCE WARNING SIGNS AND BARRICADES SHALL REMAIN IN PLACE UNTIL THE NEW ROAD (OR A PORTION THEREOF) IS READY TO BE OPENED FOR TRAFFIC AS DETERMINED BY THE CITY.
4. MAINTAIN SIDEWALKS AND INSTALL & MAINTAIN FENCING & SIGNAGE AS NEEDED TO ENSURE PEDESTRIAN SAFETY. UTILIZE MAINTENANCE AGGREGATE AS REQUIRED.
5. ERECT, REMOVE, AND/OR MAINTAIN ALL ADVANCE WARNING/DETOUR SIGNAGE AS DIRECTED BY THE CITY.
6. TYPE III BARRICADES (LIGHTED) SHALL BE PLACED FOR ALL LANE CLOSURES, AND SHALL INCLUDE A R11–2 OR R11–4 SIGN ON EACH TYPE III BARRICADE WHERE NOTED.
7. ALL SIDEWALK CLOSURES WITHIN CITY LIMITS SHALL HAVE TYPE III BARRICADES AND INCLUDE A SIDEWALK CLOSED SIGN. IF SIDEWALK CLOSURES ARE REQUIRED WITHIN M.D.O.T. RIGHT–OF WAY ON WOODWARD AVENUE (M–1), TYPE II BARRICADES SHALL BE USED.
8. LOCAL RESIDENT TRAFFIC (TWO–WAY) SHALL TYPICALLY BE MAINTAINED DURING CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE ADDITIONAL ADVANCED WARNING SIGNAGE TO INDICATE WHEN FULL–WIDTH CLOSURES WILL BE REQUIRED IN ISOLATED WORK AREAS. PROVIDE ADDITIONAL TYPE III BARRICADES, R11–2, AND R11–4 SIGNS WHERE REQUIRED AS PART OF THE LUMP SUM PAY ITEM FOR TRAFFIC CONTROL..
10. CONTRACTOR SHALL PROVIDE FLAG CONTROL AS REQUIRED THROUGHOUT DURATION OF PROJECT.

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SHEET
Advanced Warning Signage (AWS) Traffic Diagram

811 Know what's below Call before you dig.

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10-25-24	ISSUED SURVEY
02-20-25	CITY REVIEW
02-27-25	BIDS

DRAWN BY: K. Withrow
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APPROVED BY: B. Buchholz
DATE: October 25, 2024
SCALE: N.T.S.

NFE JOB NO. O332
SHEET NO. C18

NO.	ITEM DESCRIPTION	PAY UNIT	SHEET C01 Utility Plan	SHEET C02 Utility Plan	SHEET C03 Utility Plan	SHEET C04 Utility Plan	SHEET C06 Utility Service Plan	SHEET C07 Utility Service Plan	SHEET C08 P&G Plan	SHEET C09 P&G Plan	SHEET C10 P&G Plan	SHEET C11 P&G Plan	SHEET C13 Striping & Signage	SHEET C14 Striping & Signage	TOTAL QUANTITY
	SEWER PAY ITEMS														
1	12" Combined Sewer, PVC SDR 26, Trench A	LF			227										227
2	10" Combined Sewer, PVC SDR 26, Trench A	LF		384	32										416
3	18" Storm Sewer, C76, CL-IV, Trench A	LF	254	135											389
4	15" Storm Sewer, C76, CL-IV, Trench A	LF			68										68
5	12" Storm Sewer, C76, CL-IV, Trench A	LF	13	140	264										417
6	10" Storm Sewer, PVC SDR 26, Trench A	LF	55		27										82
7	8" Storm Sewer, PVC SCH 80, Trench A	LF		53											53
8	Pre-Lining Preparation, Cleaning & Video Inspection, 15-inch Sewer	LF			25	259									284
9	Pre-Lining Preparation, Cleaning & Video Inspection, 12-inch Sewer	LF	279												279
10	Sewer Lining, Pre-Liner, 15" RIFI-CIPP	LF			25	259									284
11	Sewer Lining, Pre-Liner, 12" RIFI-CIPP	LF	279												279
12	Sewer Lining, 15" RIFI-CIPP	LF			25	259									284
13	Sewer Lining, 12" RIFI-CIPP	LF	279												279
14	Cut/Grind Protruding Sewer Leads, Any Material	EA													5
15	Cut/Grind Root Intrusion	EA													5
16	Cut/Grind Mineral Deposit	EA													5
17	Sewer Service, 6" PVC SDR 23.5	LF					256	388							644
18	New 4'-0" Diameter Combined Manhole	EA		2											2
19	New 5'-0" Diameter Storm Manhole w/ 2' Sump & Outlet Restriction (Per Detail)	EA	1		1										2
20	New 5'-0" Diameter Storm Catch Basin w/ 2' Sump & Outlet Restriction (Per Deta	EA			1										1
21	New 5'-0" Diameter Storm Manhole, Construct Online	EA			1										1
22	New 4'-0" Diameter Storm Manhole w/ 2' Sump	EA	2		2										4
23	New 4'-0" Diameter Storm Catch Basin w/ 2' Sump	EA		2											2
24	New 2'-0" Diameter Storm Inlet	EA	4	2	4										10
25	Reconstruct Drop Connection at Ex MH 7A	EA			1										1
26	6" Perforated Pipe Underdrain (No sock)	LF	480	800	585	465									2,330
27	Sewer Investigation, Laterals	EA					4	11							15
28	Sewer Service Tap, 6"	EA					13	12							25
29	Sewer Service Connection, 6"	EA						12							12
30	Sewer Tap, Combined, 12"	EA			2										2
31	Sewer Tap, Storm, 12"	EA	1	1											2
32	Install Concrete Saddle at Utility Crossing	EA		1											1
33	Reconstruct Manhole (if and where needed)	VF													10
34	Remove & Replace Structure Cover (as directed by City)	LB													1,250
35	Remove Ex. Sewer Manhole	EA		2											2
36	Remove Ex. Drainage Structure	EA	2		4										6
37	Remove Ex. 12" Storm Sewer	LF	11	22	81										114
38	Remove Ex. 10" Storm Sewer	LF	24												24
39	Remove Ex. 8" Storm Sewer	LF			28										28
40	Bulkhead Structure, 12" or Less	EA	1	1	3										5
41	Bulkhead Pipe, Larger than 8"	EA													3
42	CCTV Sewer Acceptance Inspection	LS													1
	SUBTOTAL SEWER PAY ITEMS														
	WATER MAIN PAY ITEMS														
43	Remove Hydrant	EA	1	1											2
44	Fire Hydrant Assembly, Complete	EA	1	1											2
45	8" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	251	400	293	233									1,177
46	6" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	11	37											48
47	4" D.I. CL 52 Water Main w/ Polywrap, Trench A	LF	5												5
48	8" Water Main Connection to Ex. 8" Water Main	EA	1		2	1									4
49	6" Water Main Connection to Ex. 6" Water Main	EA		1	1										2
50	4" Water Main Connection to Ex. 4" Water Main	EA	1												1
51	New Water Service, 1", Trench A, Copper	LF					110	398							508
52	Water Service Connection, 1"	EA					10	25							35
53	Install Curb Stop & Box, 1"	EA					6	15							21
54	Hydra-Stop, Line-Stop, 8"	EA													1
55	Hydra-Stop, Line-Stop, 6"	EA													1
56	Hydra-Stop, Line-Stop, 4"	EA													1
57	Abandon Existing Water Mains, Entire Project	LS													1
	SUBTOTAL WATER MAIN PAY ITEMS														
	PAVING PAY ITEMS														
58	Earth Excavation	CY							270	335	435	235			1,275
59	Subgrade Undercutting, 21AA Limestone	CY							54	67	87	47			255
60	Subgrade Undercutting, 1"x3" Limestone	CY							27	34	44	24			129
61	Subgrade Geogrid Fabric, Tensar Triax TX130S	SY													1,750
62	Removing Concrete Drive Approach	SY							10	60	69	69			208
63	Removing Asphalt Drive Approach	SY													10
64	Removing Concrete Sidewalk & Ramp (sawcutting included)	SY							16	108	105	48			277
65	Removing Pavement Full Depth (Curb & Gutter included)	SY							855	1405	1285	790			4,335
66	Aggregate Base, MDOT 21AA Limestone, 8"	SY							890	1435	1350	825			4,500
67	Bituminous Mixture No. 5EML (2.0" Wearing Course)	TON							6	1	4				11
68	Bituminous Mixture No. 3EML (3.0" Leveling Course)	TON							8	2	5				15
69	Concrete Pavement, Non-reinforced, 7", Incl. integral 5" curb	SY							790	1335	1250	785			4,160
70	Concrete Curb & Gutter (18" Wide, "Birmingham Roll")	LF							33	58	20				111
71	MDOT "M" Approach Detail, 18" Wd. Curb & Gutter	LF								61					61
72	Concrete Drive Approach, 6"	SY							9	78	85	84			256
73	Concrete Sidewalk, 6" (Includes Ramps)	SF								125	294	32			451
74	Concrete Sidewalk, 4"	SF								840	635	395			1,870
75	Handicap Ramp Truncated Domes	SF								20	85				105
76	Adjust Structure Cover	EA									7				7
77	Maintenance Aggregate for Entire Project	LS													1
	SUBTOTAL PAVING PAY ITEMS														
	GENERAL PAY ITEMS														
78	Mobilization (Max. 5% of Bid)	LS													1
79	Traffic Maintenance & Control	LS													1
80	Inspector Crew Days	DAYS													-
81	Water and Sewer Allowance	LS													1
82	Audio-Video Route Survey	LS													1
83	Pavement Marking, Polyurea, 24 inch Stop Bar, White	LF											25	52	77
84	Pavement Marking, Polyurea, 24 inch Crosshatching, White	LF											36	168	204
85	Recessing Pavt Mkrg, Transv	SF													562
86	Salvage Existing Signs	LS													1
87	New Signs	SF													20
88	Sign Post, U-Channel	LF													132
89	Tree Protection, 3" Dia. Or Greater	EA													56
90	Mulch, 3"	SY													200
91	Topsoil, 3"	SY													1,150
92	Sod, Class A	SY													1,150
93	Inlet Filter	EA													18
94	Inlet Sediment Pit	EA													13
	SUBTOTAL GENERAL PAY ITEMS														

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SHEET
Quantities

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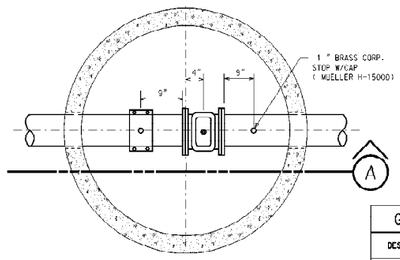
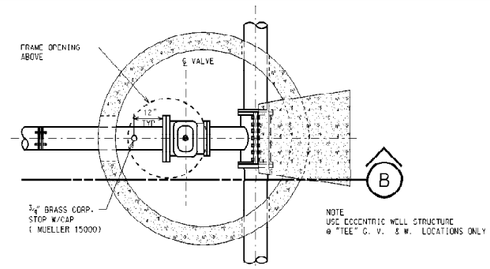
NFE JOB NO. O332
SHEET NO. Q1



GATE WELL PLAN

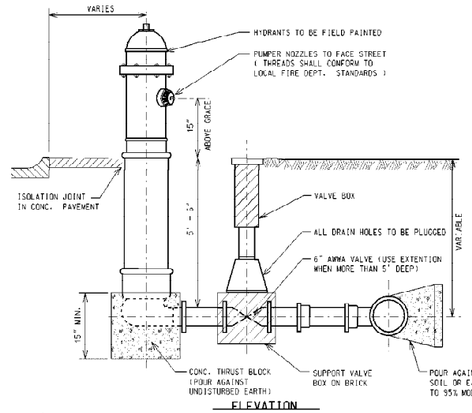
NO SCALE

GATE WELL SCHEDULE				
DESCRIPTION	DIM.	PIPE DIA. INCHES		
		6" & 8"	12"	16"
INSIDE DIA.	A	60"	72"	72"
WALL THICK.	B	5"	7"	7"
VALVE BLOCK THICK.	C	4"	4"	4"

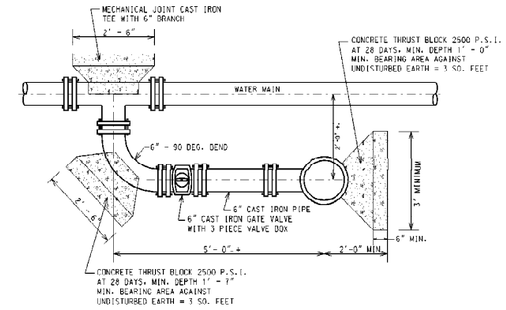


TAPPING SLEEVE, VALVE & WELL PLAN

NO SCALE



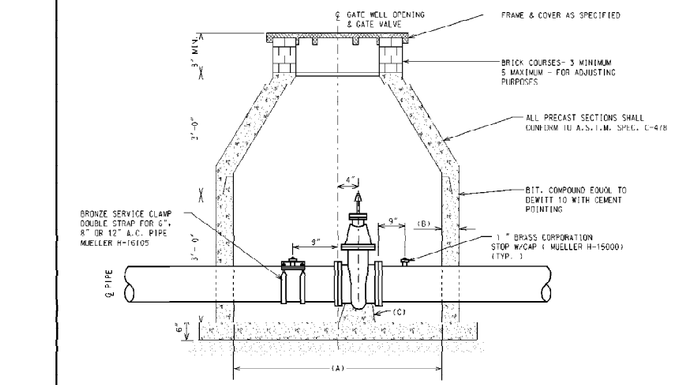
ELEVATION



"L" HYDRANT CONNECTION

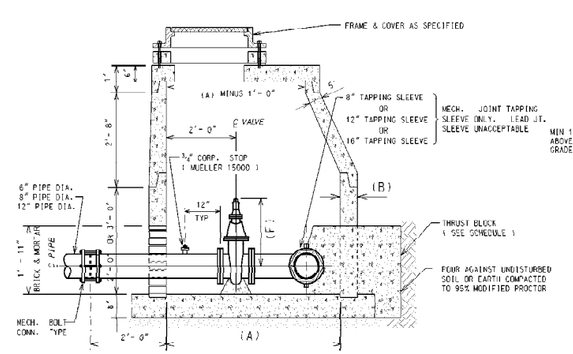
NO SCALE
W-9

NOTE: FOR CONSTRUCTION OF NEW FIRE HYDRANT TO EXISTING CIVIL WATER MAIN, USE 6" TAPPING SLEEVE VALVE & BOX TO MAKE CONNECTION, AND DELETE "6" CAST IRON GATE VALVE WITH 3 PIECE VALVE AS SHOWN ON DETAIL .



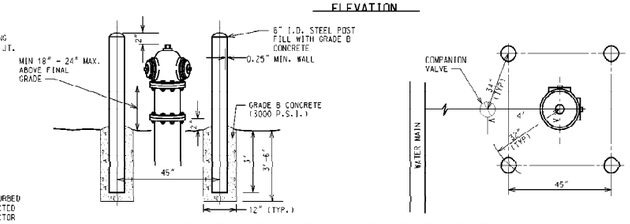
SECTION "A" GATE WELL

NO SCALE
W-1 & W-3

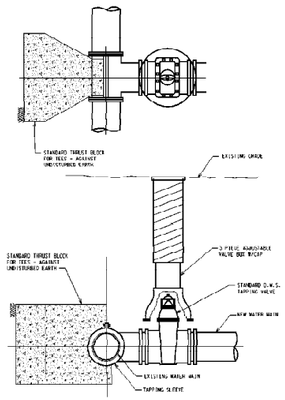


SECTION "B" TAPPING SLEEVE, VALVE & WELL

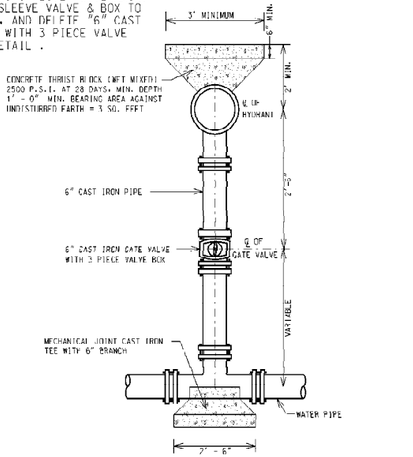
NO SCALE
W-4



FIRE HYDRANT GUARD POSTS DETAIL

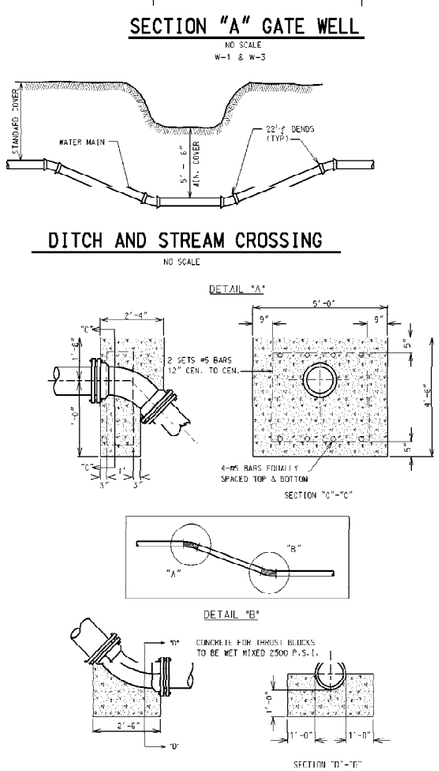


TAPPING SLEEVE & VALVE W/VALVE BOX



STRAIGHT HYDRANT CONNECTION

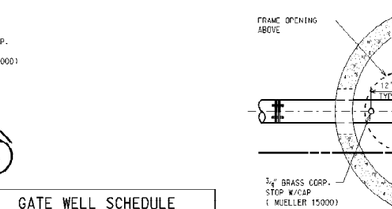
NO SCALE
W-10



VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS

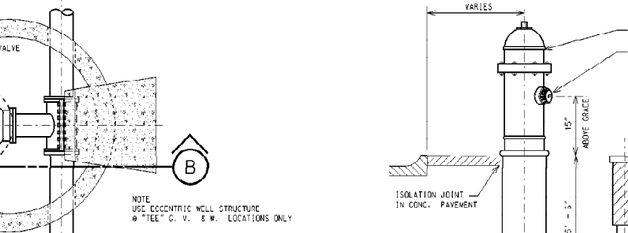
DITCH AND STREAM CROSSING

NO SCALE



SEWER OR CULVERT CROSSING

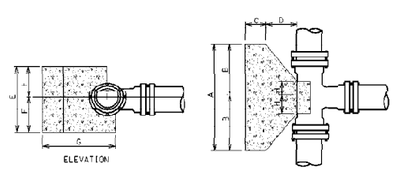
NO SCALE



PROP. WATER MAINS NOT UNDER PAVED SURFACE

PROP. WATER MAINS UNDER PAVED SURFACE OR WITHIN INFLUENCE OF PAVED SURFACE

BEDDING DETAILS



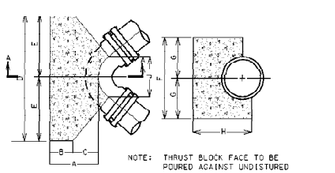
THRUST BLOCK FACE SHALL BE POURED AGAINST UNDISTURBED EARTH.

CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SCHEDULE OF THRUST BLOCK DIMENSIONS				
CODE		TEE SIZE		
		8"x8" 12"x8" 16"x8" 24"x8"	12"x12" 16"x12" 24"x12"	16"x16" 24"x16"
A		3'-0"	4'-0"	5'-0"
B		1'-6"	2'-0"	2'-6"
C		0'-9"	0'-9"	1'-0"
D		2'-0"	3'-0"	4'-0"
E		1'-0"	1'-6"	2'-0"
F		1'-0"	1'-6"	2'-0"
G	8"	2'-2"		
	12"	2'-6"	2'-10"	
	15"	2'-10"	3'-1"	3'-8"
	24"	3'-3"	3'-7"	4'-2"
H	8"	0'-6"		
	12"	0'-6"	0'-10"	
	15"	0'-6"	0'-10"	1'-0"
	24"	0'-6"	0'-10"	1'-0"

CONCRETE THRUST BLOCK FOR TEES

N.T.S.

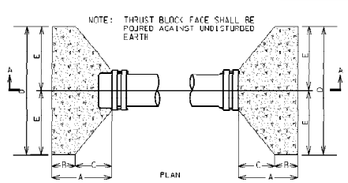


CONCRETE FOR THRUST BLOCKS TO BE WET MIXED 2500 P.S.I.

SIZE	ANGLE	A MIN.	B MIN.	C	D	E	F	G	H MIN.	J
6"	90°	1'-6"	0'-9"	0'-9"	2'-0"	1'-0"	2'-0"	1'-0"	1'-8"	0'-10"
8"	45°	1'-6"	0'-9"	1'-0"	2'-4"	1'-0"	2'-8"	1'-3"	1'-11"	1'-4"
8"	90°	1'-9"	0'-9"	1'-0"	3'-6"	1'-8"	2'-8"	1'-3"	1'-11"	1'-2"
12"	22-1/2°	1'-9"	0'-9"	1'-0"	2'-6"	1'-3"	2'-0"	1'-3"	2'-0"	1'-4"
12"	45°	2'-1"	0'-9"	1'-4"	3'-6"	1'-9"	2'-6"	1'-3"	2'-4"	1'-4"
12"	90°	2'-1"	0'-9"	1'-4"	5'-6"	2'-3"	3'-0"	1'-6"	2'-4"	1'-8"
16"	22-1/2°	2'-3"	1'-0"	1'-8"	3'-4"	1'-8"	2'-0"	1'-3"	3'-0"	1'-2"
16"	45°	2'-8"	1'-0"	1'-8"	5'-4"	2'-8"	3'-0"	1'-3"	3'-0"	1'-6"
16"	90°	2'-8"	1'-0"	1'-8"	8'-0"	3'-0"	5'-0"	2'-3"	3'-0"	1'-8"
24"	90°	4'-7"	1'-0"	3'-7"	10'-0"	5'-0"	7'-0"	2'-3"	5'-4"	2'-4"

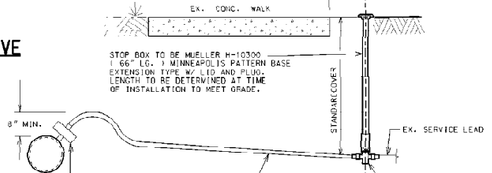
CONCRETE THRUST BLOCK FOR BENDS

N.T.S.



SIZE	A MIN.	B MIN.	C	D	E	F	G
6"	1'-11"	0'-9"	1'-2"	3'-0"	1'-6"	2'-0"	1'-0"
8"	2'-1"	0'-9"	1'-4"	4'-0"	2'-0"	3'-0"	1'-6"
12"	2'-8"	1'-0"	1'-8"	5'-0"	2'-6"	3'-0"	1'-8"
16"	2'-6"	1'-0"	1'-8"	6'-0"	3'-0"	4'-0"	2'-0"

CONC. THRUST BLOCKS FOR PLUGS & CAPS



WATER SERVICE CONNECTION (TYP)

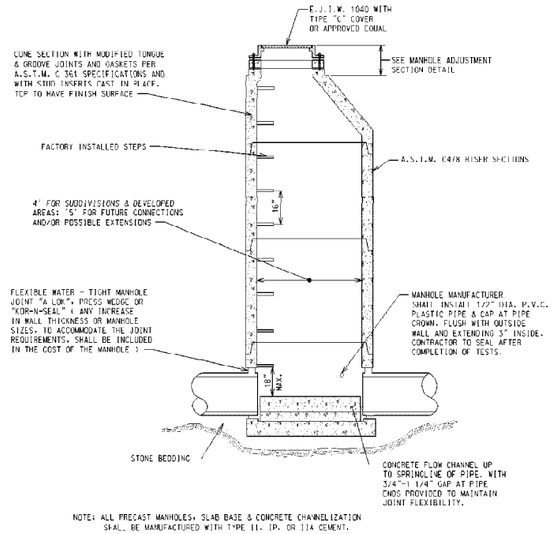
NO SCALE

City of Birmingham

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48012

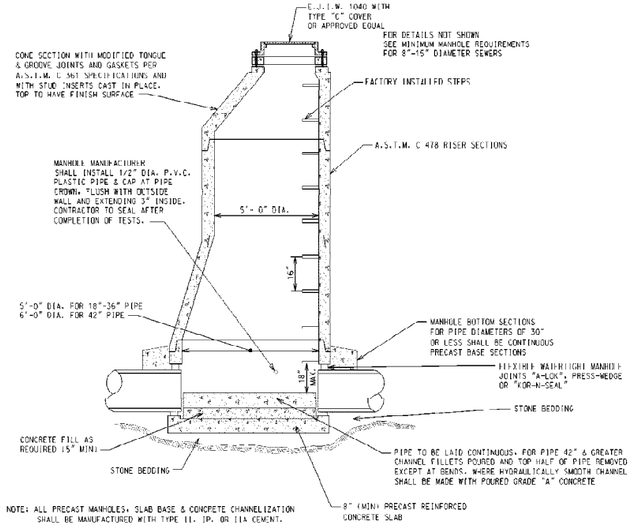
WATER MAIN STANDARD DETAILS

DATE	ADDITION AND/OR REVISION	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE APRIL 2005	WM-1
		APPROVED	SCALE	



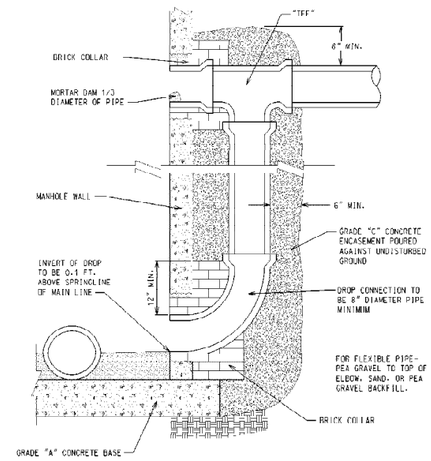
SEWER MANHOLE

(8" THRU 15" DIA. SEWERS)

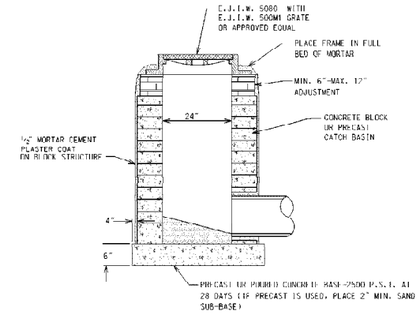


SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

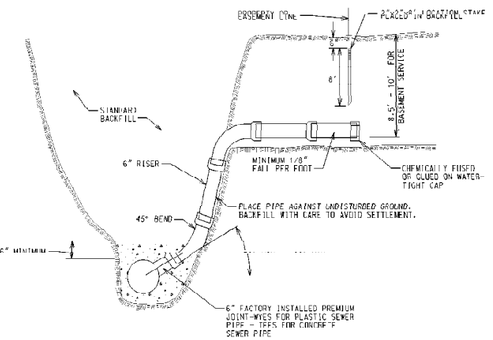


EXTERNAL DROP CONNECTION



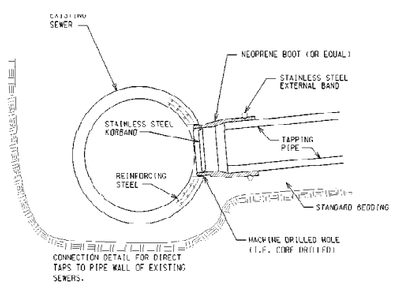
2 FT. DIAMETER INLET

NOTE:
FOR CATCH BASINS OR INLETS WITHIN YARD AREAS USE E.J.I.W. 1040 WITH TYPE "M" COVER OR APPROVED EQUAL



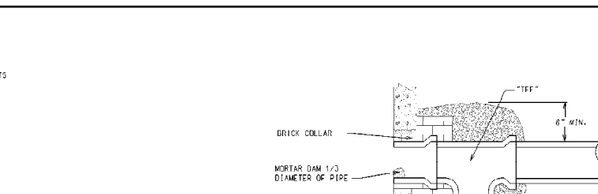
BUILDING LEAD DETAIL

0' - 15' COVER

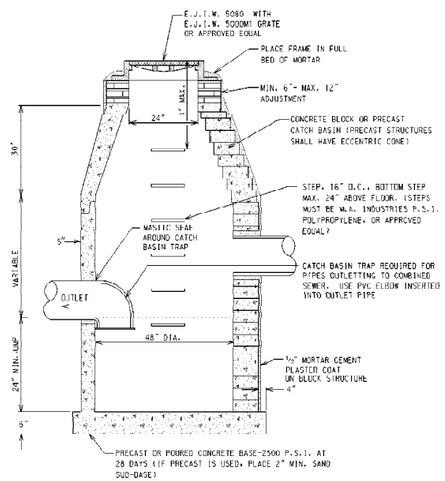


KOR-N-TEE TAP FOR CONCRETE

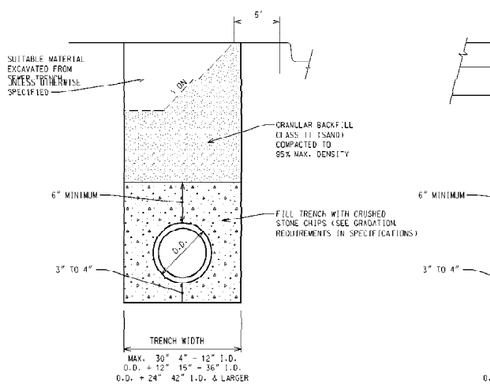
NO SCALE



SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



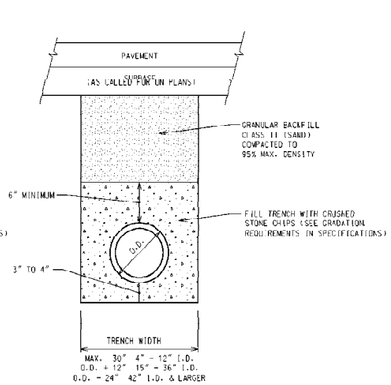
4 FT. DIAMETER CATCH BASIN

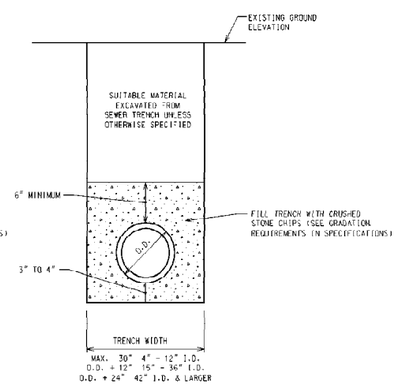


TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

NOT TO SCALE

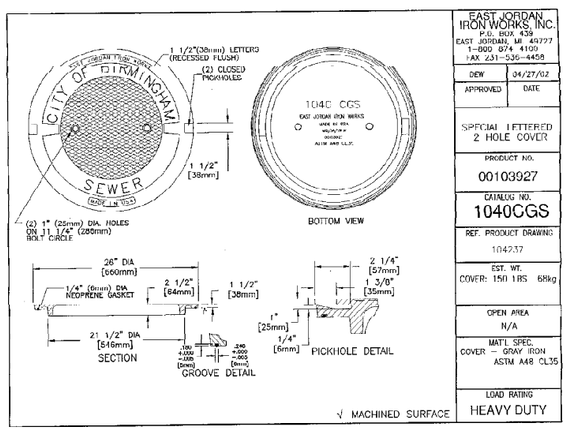




TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



EAST JORDAN IRON WORKS, INC.	
P.O. BOX 439 EAST JORDAN, MI 49727 1-800 874 4100 FAX 231-536-4458	
DEW	04/27/02
APPROVED	DATE
SPECIAL LETTERED 2 HOLE COVER	
PRODUCT NO.	00103927
CATALOG NO.	1040CGS
REF. PRODUCT DRAWING	104237
EST. WT.	COVER: 150 LBS 68kg
OPEN AREA	N/A
MATL SPEC.	COVER - GRAY IRON ASTM A48 CL35
LOAD RATING	HEAVY DUTY

City of Birmingham

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48012

SEWER STANDARD DETAILS

DATE	REVISION AND/OR NEW DATA	DRAWN	PROJECT NO.	SHEET NO.
		DESIGNED	DATE JANUARY 2007	
		APPROVED	SCALE	

Bird Phase 1A Project
Sewer and Water Lateral Special Assement District

Sidwell Number	Street Address	Sewer Lateral Length (ft)	Estimated Sewer SAD Costs	Water Lateral Length (ft)	Estimated Water SAD Costs
1936453004	1829 PIERCE ST	-	-	-	-
1936455013	407 BIRD AVE	19	$2,375.00	35	$2,100.00
1936455014	423 BIRD AVE	-	-	-	-
1936455015	425 BIRD AVE	-	-	-	-
1936455016	455 BIRD AVE	-	-	-	-
1936455017	479 BIRD AVE	18	$2,250.00	34	$2,040.00
1936455018	495 BIRD AVE	18	$2,250.00	34	$2,040.00
1936455019	505 BIRD AVE	-	-	-	-
1936455020	519 BIRD AVE	-	-	-	-
1936455021	537 BIRD AVE	18	$2,250.00	34	$2,040.00
1936455022	551 BIRD AVE	17	$2,125.00	34	$2,040.00
1936455023	571 BIRD AVE	17	$2,125.00	34	$2,040.00
1936455024	591 BIRD AVE	17	$2,125.00	34	$2,040.00
1936456002	212 BIRD AVE	-	-	-	-
1936456003	222 BIRD AVE	30	$3,750.00	-	-
1936456004	250 BIRD AVE	30	$3,750.00	-	-
1936456005	262 BIRD AVE	-	-	-	-
1936456006	286 BIRD AVE	30	$3,750.00	15	$900.00
1936456007	298 BIRD AVE	31	$3,875.00	15	$900.00
1936456008	306 BIRD AVE	31	$3,875.00	15	$900.00
1936456009	328 BIRD AVE	31	$3,875.00	15	$900.00
1936456010	366 BIRD AVE	31	$3,875.00	15	$900.00
1936456011	370 BIRD AVE	31	$3,875.00	15	$900.00
1936456012	390 BIRD AVE	31	$3,875.00	15	$900.00

Bird Phase 1A Project
Sewer and Water Lateral Special Assement District

1936456019	125 E 14 MILE RD UNIT 1		-		$218.57
1936456020	125 E 14 MILE RD UNIT 2		-		$218.57
1936456021	125 E 14 MILE RD UNIT 3		-		$218.57
1936456022	125 E 14 MILE RD UNIT 4		-		$218.57
1936456023	125 E 14 MILE RD UNIT 5		-		$218.57
1936456024	125 E 14 MILE RD UNIT 6		-		$218.57
1936456025	125 E 14 MILE RD UNIT 7	-	-	34	$218.57
1936456026	125 E 14 MILE RD UNIT 8		-		$218.57
1936456027	125 E 14 MILE RD UNIT 9		-		$218.57
1936456028	125 E 14 MILE RD UNIT 10		-		$218.57
1936456029	125 E 14 MILE RD UNIT 11		-		$218.57
1936456030	125 E 14 MILE RD UNIT 12		-		$218.57
1936456031	125 E 14 MILE RD UNIT 14		-		$218.57
1936456032	125 E 14 MILE RD UNIT 15		-		$218.57
1936456033	150 BIRD AVE UNIT 16		-		$218.57
1936456034	150 BIRD AVE UNIT 17		-		$218.57
1936456035	150 BIRD AVE UNIT 18		-		$218.57
1936456036	150 BIRD AVE UNIT 19		-		$218.57
1936456037	150 BIRD AVE UNIT 20		-		$218.57
1936456038	150 BIRD AVE UNIT 21		-		$218.57
1936456039	151 BIRD AVE UNIT 22		-	34	$218.57
1936456040	150 BIRD AVE UNIT 23	-	-		$218.57
1936456041	150 BIRD AVE UNIT 24		-		$218.57
1936456042	150 BIRD AVE UNIT 25		-		$218.57
1936456043	150 BIRD AVE UNIT 26		-		$218.57
1936456044	150 BIRD AVE UNIT 27		-		$218.57
1936456045	150 BIRD AVE UNIT 28		-		$218.57
1936456046	150 BIRD AVE UNIT 29		-		$218.57

Bird Phase 1A Project
Sewer and Water Lateral Special Assement District

1936457001	408 BIRD AVE	-	-	-	-
1936457002	426 BIRD AVE	-	-	-	-
1936457003	444 BIRD AVE	-	-	-	-
1936457004	458 BIRD AVE	33	$4,125.00	17	$1,020.00
1936457005	480 BIRD AVE	33	$4,125.00	17	$1,020.00
1936457006	498 BIRD AVE	-	-	17	$1,020.00
1936457007	512 BIRD AVE	-	-	-	-
1936457008	524 BIRD AVE	-	-	-	-
1936457009	540 BIRD AVE	33	$4,125.00	17	$1,020.00
1936457010	556 BIRD AVE	34	$4,250.00	17	$1,020.00
1936457011	570 BIRD AVE	34	$4,250.00	17	$1,020.00
1936457012	592 BIRD AVE	34	$4,250.00	17	$1,020.00

MEMORANDUM

City Clerk's Office

DATE: March 19, 2025

TO: Jana L. Ecker, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Clerk's Confirmation of Public Hearing Notice: Bird Phase 1A Project, Contract #7-25(W) - Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:
The public hearing notice process has been completed for Bird Phase 1A Project, Contract #7-25(W) - Sewer and Water Lateral Special Assessment District (SAD). Please see attachments for further confirmation.

PUBLIC COMMUNICATIONS:
Mailing Date: 4/8/2025
Test Mail Return Date: 4/10/2025
Publishing Dates in the Oakland Press: 4/11/2025 & 4/25/2025
Posted in www.bhamgov/publicnotices

ATTACHMENTS:

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

NOTICE OF PUBLIC HEARING

BIRMINGHAM CITY COMMISSION

PUBLIC HEARING OF NECESSITY &
PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, April 21, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 5, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Bird Avenue from Pierce Street to Grant Street: 
Nature of Improvement:	The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6-inch diameter, or an unsuitable material. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and unsuitable water services will be replaced with new 1-inch diameter pipe. The lengths of sewer and/or water laterals replacement will be within the City's right-of-way.
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 4/11/2025 & 4/25/2025
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 248.644.3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Parcel Identification Number	First Owner Name	Postal Address	POSTALCITY	POSTALSTAT	Postal Zip	PNUM	Postal City Postal State Postal Zip 5
1936453004	BIRMINGHAM SCHOOL DISTRICT	31301 EVERGREEN RD	BEVERLY HILLS	MI	48025	08-19-36-453-004	BEVERLY HILLS, MI 48025
1936455020	DANIEL V MULVIHILL JR REV LVNG TRUST	519 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-020	BIRMINGHAM, MI 48009
1936455014	EVAN PAPPAS	423 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-014	BIRMINGHAM, MI 48009
1936455023	SANDEEV SARNA	1616 CROFT RD	BIRMINGHAM	MI	48009	08-19-36-455-023	BIRMINGHAM, MI 48009
1936455024	LAURA ANN SCHREINER TRUST	591 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-024	BIRMINGHAM, MI 48009
1936455022	CAPOCCIA PROPERTIES LLC	551 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-022	BIRMINGHAM, MI 48009
1936455017	ZACHARY JENNINGS	479 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-017	BIRMINGHAM, MI 48009
1936455015	LESLEY MARKUS	425 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-015	BIRMINGHAM, MI 48009
1936455021	537 BIRD AVENUE LLC	6686 BLOOMFIELD LN	WEST BLOOMFIELD	MI	48322	08-19-36-455-021	WEST BLOOMFIELD, MI 48322
1936455019	MONIQUE R DAWOOD	505 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-019	BIRMINGHAM, MI 48009
1936455013	CHRISTOPHER J GIANNOLA	54813 SHERWOOD LN	SHELBY TWP	MI	48315	08-19-36-455-013	SHELBY TWP, MI 48315
1936456019	JULIE W CODY	125 E 14 MILE RD UNIT 1	BIRMINGHAM	MI	48009	08-19-36-456-019	BIRMINGHAM, MI 48009
1936456020	JANE RUPPMAN	125 E 14 MILE RD UNIT 2	BIRMINGHAM	MI	48009	08-19-36-456-020	BIRMINGHAM, MI 48009
1936456021	OSEP SARAF	314 BUCHNER HILL DR	NORTHVILLE	MI	48167	08-19-36-456-021	NORTHVILLE, MI 48167
1936456022	BARBARA ROSE DARGA TRUSTEE	125 E 14 MILE RD UNIT 4	BIRMINGHAM	MI	48009	08-19-36-456-022	BIRMINGHAM, MI 48009
1936456023	DAVID CHAN	PO BOX 1296	BIRMINGHAM	MI	48012	08-19-36-456-023	BIRMINGHAM, MI 48012
1936456024	HAROLD FRANZ	18815 DEVONSHIRE ST	BEVERLY HILLS	MI	48025	08-19-36-456-024	BEVERLY HILLS, MI 48025
1936456025	SHARON HARDEN TRUST	1700 E MAPLE RD	BIRMINGHAM	MI	48009	08-19-36-456-025	BIRMINGHAM, MI 48009
1936456026	BARRY RUSSELL HARRISON	125 E 14 MILE RD UNIT 8	BIRMINGHAM	MI	48009	08-19-36-456-026	BIRMINGHAM, MI 48009
1936456027	JOSEPH B GHANEM	615 HENRIETTA ST	BIRMINGHAM	MI	48009	08-19-36-456-027	BIRMINGHAM, MI 48009
1936456028	MARIA E WILLIAMS	125 E 14 MILE RD UNIT 10	BIRMINGHAM	MI	48009	08-19-36-456-028	BIRMINGHAM, MI 48009
1936456029	SAYSO LLC	275 GREENWOOD ST	BIRMINGHAM	MI	48009	08-19-36-456-029	BIRMINGHAM, MI 48009
1936456030	DAVID J WILUSZ	831 FERNWOOD RD	ROYAL OAK	MI	48067	08-19-36-456-030	ROYAL OAK, MI 48067
1936456031	COLLIN RUSK	125 E 14 MILE RD UNIT 14	BIRMINGHAM	MI	48009	08-19-36-456-031	BIRMINGHAM, MI 48009
1936456032	ROOT INVESTMENT COMPANY LLC	148 PILGRIM AVE	BIRMINGHAM	MI	48009	08-19-36-456-032	BIRMINGHAM, MI 48009
1936456033	DONALD BEAM	150 BIRD AVE UNIT 16	BIRMINGHAM	MI	48009	08-19-36-456-033	BIRMINGHAM, MI 48009
1936456034	JOSEPH BARBAR GHANEM	615 HENRIETTA ST	BIRMINGHAM	MI	48009	08-19-36-456-034	BIRMINGHAM, MI 48009
1936456035	JOSEPH B GHANEM	615 HENRIETTA ST	BIRMINGHAM	MI	48009	08-19-36-456-035	BIRMINGHAM, MI 48009
1936456036	GREGORY JAMIAN	1565 LAKEWOOD RD	BLOOMFIELD HILLS	MI	48302	08-19-36-456-036	BLOOMFIELD HILLS, MI 48302
1936456037	SLAWOMIR ZIELENIEC	39363 WANDA AVE	STERLING HEIGHTS	MI	48313	08-19-36-456-037	STERLING HEIGHTS, MI 48313
1936456038	MINA BEAUCHAMP	18250 SW 180TH ST	MIAMI	FL	33187	08-19-36-456-038	MIAMI, FL 33187
1936456039	JOSEPH B GHANEM	615 HENRIETTA ST	BIRMINGHAM	MI	48009	08-19-36-456-039	BIRMINGHAM, MI 48009
1936456040	CATHERINE LIMPERIS TRUST	150 BIRD AVE UNIT 23	BIRMINGHAM	MI	48009	08-19-36-456-040	BIRMINGHAM, MI 48009
1936456041	MICHAEL CHUDY	150 BIRD AVE UNIT 24	BIRMINGHAM	MI	48009	08-19-36-456-041	BIRMINGHAM, MI 48009
1936456042	ANTONIA KOKKINAKIS	1077 FLOYD ST	BIRMINGHAM	MI	48009	08-19-36-456-042	BIRMINGHAM, MI 48009
1936456043	JOSEPH AND JEAN MITCHELL LVNG TRST	336 RIDGEMONT AVE	SAN ANTONIO,	TX	78209	08-19-36-456-043	SAN ANTONIO, TX 78209
1936456044	GREGORY JAMIAN	1565 LAKEWOOD RD	BLOOMFIELD HILLS	MI	48302	08-19-36-456-044	BLOOMFIELD HILLS, MI 48302
1936456045	JOSEPH B GHANEM	615 HENRIETTA ST	BIRMINGHAM	MI	48009	08-19-36-456-045	BIRMINGHAM, MI 48009
1936456046	STEVEN NOBLET SMITH REVOC TRUST	150 BIRD AVE UNIT 29	BIRMINGHAM	MI	48009	08-19-36-456-046	BIRMINGHAM, MI 48009
1936455018	JOSEPH LOREN CESTERO	495 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-018	BIRMINGHAM, MI 48009
1936455016	REED ECKHOUT	455 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-455-016	BIRMINGHAM, MI 48009
1936457001	CHASE FRANKEL	408 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-001	BIRMINGHAM, MI 48009
1936456009	RENEE CUCHETTI	328 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-009	BIRMINGHAM, MI 48009
1936456004	DAVID R BURNETT	250 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-004	BIRMINGHAM, MI 48009
1936457011	ROBERT D DAVIS	570 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-011	BIRMINGHAM, MI 48009
1936457009	TIMOTHY J SCHROT	540 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-009	BIRMINGHAM, MI 48009
1936457012	CYNTHIA BRAUN	592 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-012	BIRMINGHAM, MI 48009
1936457003	JENNIFER MARIE ECCLESTONE	415 JONATHAN DR	ROCHESTER HILLS	MI	48307	08-19-36-457-003	ROCHESTER HILLS, MI 48307
1936456011	STEPHEN MCNULTY	18330 DEVONSHIRE ST	BEVERLY HILLS	MI	48025	08-19-36-456-011	BEVERLY HILLS, MI 48025
1936456008	FERNANDO CADUCIO	306 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-008	BIRMINGHAM, MI 48009
1936456005	RICHARD D POURCHO	262 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-005	BIRMINGHAM, MI 48009
1936457006	SUDHAKAR INGUVA	2654 LOCKSLEY CT	TROY	MI	48083	08-19-36-457-006	TROY, MI 48083
1936457002	ANKUR DHAVAL KIKANI	426 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-002	BIRMINGHAM, MI 48009
1936456010	KENNETH KONOP	366 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-010	BIRMINGHAM, MI 48009
1936456007	LUCA PIPPOBELLO	298 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-007	BIRMINGHAM, MI 48009
1936457004	MARTHA F COYNE	458 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-004	BIRMINGHAM, MI 48009
1936456006	SARMED A FARAJ	286 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-006	BIRMINGHAM, MI 48009
1936457010	ZACK HANNA	5640 VICTORIA DR	WEST BLOOMFIELD	MI	48322	08-19-36-457-010	WEST BLOOMFIELD, MI 48322
1936456012	ARMEN R DARAKJIAN	390 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-012	BIRMINGHAM, MI 48009
1936456002	DAVID PRZYGODA	212 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-002	BIRMINGHAM, MI 48009
1936457008	ERIC SPICKLER	524 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-008	BIRMINGHAM, MI 48009
1936457007	NICHOLAS REDDIG	512 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-007	BIRMINGHAM, MI 48009
1936457005	MICHAEL WIEGAND	480 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-457-005	BIRMINGHAM, MI 48009
1936456003	JOEL T DUNCAN	222 BIRD AVE	BIRMINGHAM	MI	48009	08-19-36-456-003	BIRMINGHAM, MI 48009
	City of Birmingham	151 Martin Street					BIRMINGHAM, MI 48009

BIRMINGHAM
A WALKABLE CITY

April 8, 2025

TO: parcel #
NAME
ADDRESS
CITY/STATE/ZIP

Re: Bird Phase 1A Project, Contract #7-25(W)
Sewer and Water Lateral Special Assessment District (SAD)

To whom it may concern,

The City of Birmingham Bird Phase 1A Project will start in the Summer of 2025. The project includes the replacement of the water main, sewer, and the streets will receive concrete curb, gutter and new concrete road.

This project will include the replacement of the water main and sewer improvements. The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6 inch diameter, or an unsuitable material. Water services less than the City minimum size of 1 inch diameter, are 60 years of age or older, or an unsuitable material will also be replaced. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and unsuitable water services will be replaced with new 1 inch diameter pipe. The lengths of sewer and/or water laterals replacement will be within the City's right-of-way. Enclosed is a map of properties included in the Sewer and Water Lateral SAD.

With this letter, you are receiving notifications for two public hearings for the Sewer and Water Lateral Special Assessment District (SAD):

- The Public Hearing of the Necessity to form a Special Assessment District for the sewer and water laterals replacement meeting the requirements as part of the Bird Phase 1A Water and Sewer Laterals Project is **Monday, April 21, 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 April 21 hearing, a Public Hearing of Confirmation to confirm the Special Assessment District will follow on **Monday, May 5, 2025**, at the regularly scheduled City Commission meeting at 7:30 p.m. in City Hall at 151 Martin St.

The Engineering Department will have a resident meeting on **Wednesday, April 16, 2025, from 5:30 p.m. – 6:30 p.m.** in City Hall at 151 Martin St. in the City Commission room to discuss the project and answer any questions about the SAD process and construction.

Consistent with previous projects of this nature, it has been the City's policy to assess 100% of the costs of replacing the portion of unsuitable water and sewer laterals within the right-of-way to the property owner.

After the work is completed, an invoice will be generated and sent to the property owner of record for the public improvements. Payment in full will be expected 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 10 annual payments. An annual interest charge on the remaining balance, currently about 8.50 percent, will apply. Official estimates of the water and sewer lateral replacements will be provided at the Hearing of Necessity.

If you have any questions or concerns, please contact the Engineering Office at (248) 530-1850. You will have the opportunity to ask questions and speak directly to the City Commission at the Public Hearing of Necessity and at the Confirmation of the Roll.

Sincerely,



Melissa A. Coatta, P.E.
City Engineer

Bird Phase 1A Project Area



Limits of Projects

Properties Within Water Lateral SAD

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD

Bird Phase 1A Project Area



Limits of Projects

Properties Within Water Lateral SAD

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD

Bird Phase 1A Project Area



Limits of Projects

Properties Within Water Lateral SAD

Properties Within Sewer Lateral SAD

Properties Within Sewer and Water Lateral SAD

Funds Report

Available:	$5,277.82	PBP Account Number:	35884980
Used:	$84,508.18	Indicia Number:	0008029208
Total Pieces:	113104	Meter Number:	8029208
Control Sum:	$89,786.00	Meter Name:	
Resettable Piece Count:	65	Printed:	APR 08 2025 12:54 PM
Piece Count Value:	$44.85		

Clerk's Office
BIRMINGHAM
A WALKABLE CITY
151 Martin Street • P.O. Box 3001
Birmingham, Michigan 48012-3001

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April 8, 2025

City of Birmingham
151 Martin Street
BIRMINGHAM, MI 48009

48009-336651

NATION+WORLD

UNITED NATIONS

UAE rejects Sudan's convention breach claim

THE HAGUE, NETHERLANDS » The United Arab Emirates argued at the UN's top court that it has no jurisdiction to rule on a claim of genocide lodged by Sudan. The UAE told the judges at the International Court of Justice that the allegations the country is breaching the genocide convention by arming and funding the rebel paramilitary group Rapid Support Forces were a misuse of the institution. Sudan wants the court to issue emergency orders, known as provisional measures, including telling the UAE to do all it can to prevent the killing and other crimes targeting the Masalit people. Both Sudan and the UAE are signatories to the 1948 genocide convention. The UAE, however, has a caveat to part of the treaty which legal experts say makes it unlikely that the case will proceed.

— The Associated Press

TENNESSEE



JOHN AMIS — THE ASSOCIATED PRESS

Luis Pedraza, right, protests an immigration bill after it passed the Senate at the state Capitol Thursday, in Nashville, Tenn. The bill would allow public school systems in Tennessee to require K–12 students without legal status in the country to pay tuition or face denial of enrollment, which is a challenge to the federal law requiring all children be provided a free public education regardless of legal immigration status.

LOS ANGELES

Author arrested after being shot by police

LOS ANGELES » Jillian Lauren, author and wife of Weezer bassist Scott Shriner, was shot and injured by Los Angeles police and arrested on suspicion of attempted murder after pointing a gun at officers from her front yard, authorities said Wednesday. The 51-year-old Lauren, identified by police as Jillian Shriner and listed as Jillian Lauren Shriner in jail records, had injuries that were not life-threatening after the shooting in the northeast Los Angeles neighborhood of Eagle Rock on Thursday.

Her representatives did not immediately respond to requests for comment and there is no indication Scott Shriner was involved in the incident. Weezer is scheduled to play the Coachella Valley Music and Arts Festival on Saturday.

— The Associated Press

INDIA

US extradites key suspect in Mumbai terror attacks

NEW DELHI » The United States has extradited one of the suspected plotters of the 2008 Mumbai attacks in which 166 people were killed over three days, India's premier investigating agency said on Thursday.

India's National Investigation Agency, which deals with anti-terror crimes, said Tahawwur Hussain Rana, a Pakistani-born Chicago businessman and Canadian citizen, was extradited to India after he "exhausted all legal avenues." Rana, 64, is wanted in India for allegedly aiding Lashkar-e-Taiba, a Pakistani militant group blamed for the attacks.

The extradition comes after the issue was raised during talks in Washington between the U.S. President Donald Trump and Indian Prime Minister Narendra Modi in February.

— The Associated Press

TELEVISION

'SNL' taking sketch comedy across the pond

LONDON » Live from London, it's Saturday night!

Wait, London? You heard that correctly. "Saturday Night Live" announced it plans to launch a British version of the U.S. sketch comedy show that is celebrating its 50th anniversary across the pond. The U.K. version, produced with Sky Studios, will have a British cast of comedians and follow the same format with famous guest hosts and star musical acts. "SNL" creator Lorne Michaels will be the executive producer of "Saturday Night Live UK," while staying in the same role with the show on NBC in New York. "SNL" airs live at 11:30 p.m. from a studio at Rockefeller Plaza and typically opens with a sketch that wraps as the actors turn to the camera, break character and announce, "Live from New York, it's Saturday night!"

— The Associated Press

MISSOURI

Gas explosion levels home after a gas main is hit

A gas explosion leveled a home on Wednesday evening in a Kansas City suburb after a gas main was damaged. City officials in Lexington said there were injuries to the family who lived in the home but would not specify the extent of the injuries or if anyone died. More details will be given after the family can inform relatives, Lexington city administrator Shawnna Funderburk said. The explosion happened about 7:45 p.m. after a subcontractor hit a gas main while installing a fiber optic cable. The explosion caused a fire in the home and, multiple structures nearby also were damaged, Funderburk said.

Liberty Utilities shut off gas to the town of 4,500 people following the incident and is still investigating the cause, the company's director of operations, Jeff McChristian, said.

— The Associated Press

PAKISTAN

Thousands of Afghans may be expelled

ISLAMABAD » Pakistan said Thursday that thousands of Afghan migrants who have applied for resettlement in third countries could face forced expulsion if they are not relocated by host nations before the end of April. Deputy Interior Minister Talal Chaudhry did not mention specific host countries, but his announcement follows the suspension of U.S. refugee admissions programs that has left over 25,000 Afghan nationals facing uncertainty.

Chaudhry said an April 30 deadline for resettlement of applicants has been communicated to potential host countries. He also said that any foreigners in the country illegally would be deported immediately, and that those who have obtained U.N. refugee status would be allowed to stay at least through June.

— The Associated Press

NEW JERSEY

Girl killed, sister missing after fire destroys homes

A fire raced through a southern New Jersey neighborhood, destroying six homes, killing a girl and leaving her sister unaccounted for, authorities said Thursday.

The blaze in Millville was reported at around 11 p.m. Wednesday, but firefighters' initial efforts were hampered because a nearby hydrant wasn't working, Millville Fire Chief John Wettstein said. Crews had to run about 800 feet of hose to another hydrant and nearly that length to a third to combat the blaze, which burned for several hours before it was brought under control. Two homes were engulfed in flames when firefighters arrived, and the blaze soon spread to a third. The body of one girl was found amidst the rubble, and authorities were searching for her sister.

— The Associated Press

ENGLAND

Influencer Andrew Tate accused of pointing gun at woman's face ahead of London civil case

By Pan Pylas
The Associated Press

LONDON » One of four women suing influencer and self-styled misogynist Andrew Tate for sexual assault said he whipped her with a belt and once stuck a gun in her face, according to court documents that have been filed in London.

The allegations were filed last year but emerged Thursday, a few days before the first hearing in the civil case next week in the High Court. Tate, 38, will not be present as he and his younger brother Tristan Tate face charges in Romania over human trafficking and forming a criminal gang to sexually exploit women.

The woman alleging Tate stuck a gun in her face said the former professional kickboxer told her "you're going to do as I say or there'll be hell to pay" when doing so. It was unclear whether the gun was real or a replica. She also said Tate whipped her with a belt if she did not get out of bed and do work for his webcam business.

Two of the women involved in the civil lawsuit worked for his webcam business, and two were former girlfriends. Their identities have not been revealed in line with legal practice in England. The incidents are alleged to have taken place between 2013 and 2015.

A spokesperson for Tate, who has amassed millions of followers online, many of them young men and boys drawn in by the luxurious lifestyle he projects, said the allegations outlined in the documents are "unproven and untested" and "categorically" denied.

"Specifically, he denies ever threatening anyone with a firearm, engaging in non-consensual acts or subjecting any individual to physical or psychological harm," according to a response submitted by his lawyers.

TURKEY

Erdogan meets pro-Kurdish politicians as they seek to end a 40-year conflict

By Andrew Wilks
The Associated Press

ISTANBUL » Turkish President Recep Tayyip Erdogan on Thursday held a first meeting with pro-Kurdish politicians who are working to bring an end to the 40-year conflict between Turkey and Kurdish militants.

Erdogan met Pervin Buldan and Sirri Sureyya Onder, parliamentary deputies for the Peoples' Equality and Democracy Party, or DEM Party, at the presidential palace in Ankara.

"It was a very positive meeting, it went well. We are much more hopeful," Onder said.

In a statement after the meeting, the DEM Party said it was held "in an extremely positive, constructive, productive and hopeful atmosphere for the future," emphasizing the "vital importance" of maintaining a ceasefire and strengthening political dialogue.

Also present at the 1½ hour meeting were intelligence chief Ibrahim Kalin and Efkan Ala, deputy chairperson of Erdogan's party.

Buldan and Onder have been among those to visit the imprisoned leader of the Kurdistan Workers' Party, or PKK, in a bid to build a framework to end fighting that has caused tens of thousands of deaths.

Abdullah Ocalan, whose PKK is listed as a terrorist organization by Turkey and most Western states, called for the group to disband and disarm in late February. Days later the PKK announced a ceasefire.

The PKK appealed for Ocalan to be released from the island prison where he has been held since 1999 to "personally direct and execute" a party congress that would lead to the group's dissolution.

Erdogan at the time described developments as an "opportunity to take a historic step toward tearing down the wall of terror" between Turks and Kurds.

Since then little concrete progress has been seen, with the government not publicly offering any incentives or proposals to the PKK. Instead, the Turkish military has kept up its campaign against PKK insurgents in northern Iraq while Turkish-backed Syrian groups combat PKK-linked fighters in northeast Syria.

The PKK's ceasefire came against the backdrop of fundamental changes in the region, including the reconfiguration of power in neighboring Syria after the toppling of President Bashar Assad, the weakening of the Hezbollah militant movement in Lebanon and the Israel-Hamas war in Gaza.

NOTICE OF PUBLIC HEARING
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

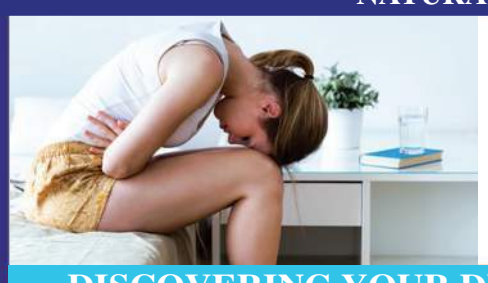
Meeting Date, Time, Location:	HEARING OF NECESSITY FOR SPECIAL ASSESSMENT DISTRICT Monday, April 21, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 5, 2025, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Bird Avenue from Pierce Street to Grant Street: 
Nature of Improvement:	The City intends to replace private sewer and water laterals meeting certain "useful life" criteria in the right-of-way in an effort to protect the public investments being made with this project. This will include the replacement of all sewer laterals that are 50 years of age or older, less than 6-inch diameter, or an unsuitable material. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and unsuitable water services will be replaced with new 1-inch diameter pipe. The lengths of sewer and/or water laterals replacement will be within the City's right-of-way.
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 4/11/2025 & 4/25/2025
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 248.644.3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

GIVING YOU HEALTHY DIGESTIVE SOLUTIONS NATURALLY



Natural Digestive Health Center

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12 - POINT DIGESTIVE PROFILE

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2. Pre-Diabetic / Urine Glucose Results
3. Acid-Alkaline Score /pH Summary
4. Bowel Toxicity Measurement
5. Body Hydration Grade
6. Dietary / Cellular Nutrient Availability
7. Calcium Score
8. Adrenal Stress Level
9. Thyroid Stress Measurement
10. Vitamin C Count
11. Candida / Yeast Presence
12. White Blood Cell / Infection Levels

YES I WOULD LIKE INFORMATION ON HOW TO HEAL MY GUT NATURALLY!
ONLY $67
With coupon. Regularly $150.
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"Following abdominal surgery I developed small intestinal bacterial overgrowth or SIBO. Fortunately I found Natural Digestive Health Center and I can now eat without fearing pain, diarrhea and bloating."
– Pat P. Rochester Hills

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– Alex H. Washington

"I was in rough shape by the time I got around to contacting Natural Digestive Health Center ~ now I couldn't be happier or feel better! Words can't explain the transformation from feeling run down, pain in my side (which was constant) and digestive issues.
– Kevin M. St Clair

KARYN A. CHOATE
Board Certified Naturopathic Doctor,
Digestive Health Specialist, Iridologist

248-839-1313
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ROCHESTER, MICHIGAN 48307
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BIRMINGHAM
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Bird Phase 1A Project

Hearing of Necessity for Sewer and Water Laterals Special Assessment District (SAD)

Engineering Department

Date: April 21, 2025

Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

- Overview
  - Limits of Bird Avenue from Pierce Street to Grant Street.
  - Project includes:
    - New Water Main
    - Sewer Improvements
    - New concrete pavement
  - Special Assessment District (SAD) for Sewer and Water Laterals to be paid by the property owner at one hundred percent of the costs.

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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

➢General Construction Information: Water

Water Main Size:

- Existing Water: 4” Cast Iron Pipe, installed 1931
- Proposed Water: 8” Ductile Iron

Concerns:

- Almost 100 years old
- Existing water main is 4”
- There is one hydrant on the west of the street that has low water flow.
- These streets have experienced some water main breaks.

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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District





Existing 6” Water Main on Shirley Street, Installed 1929

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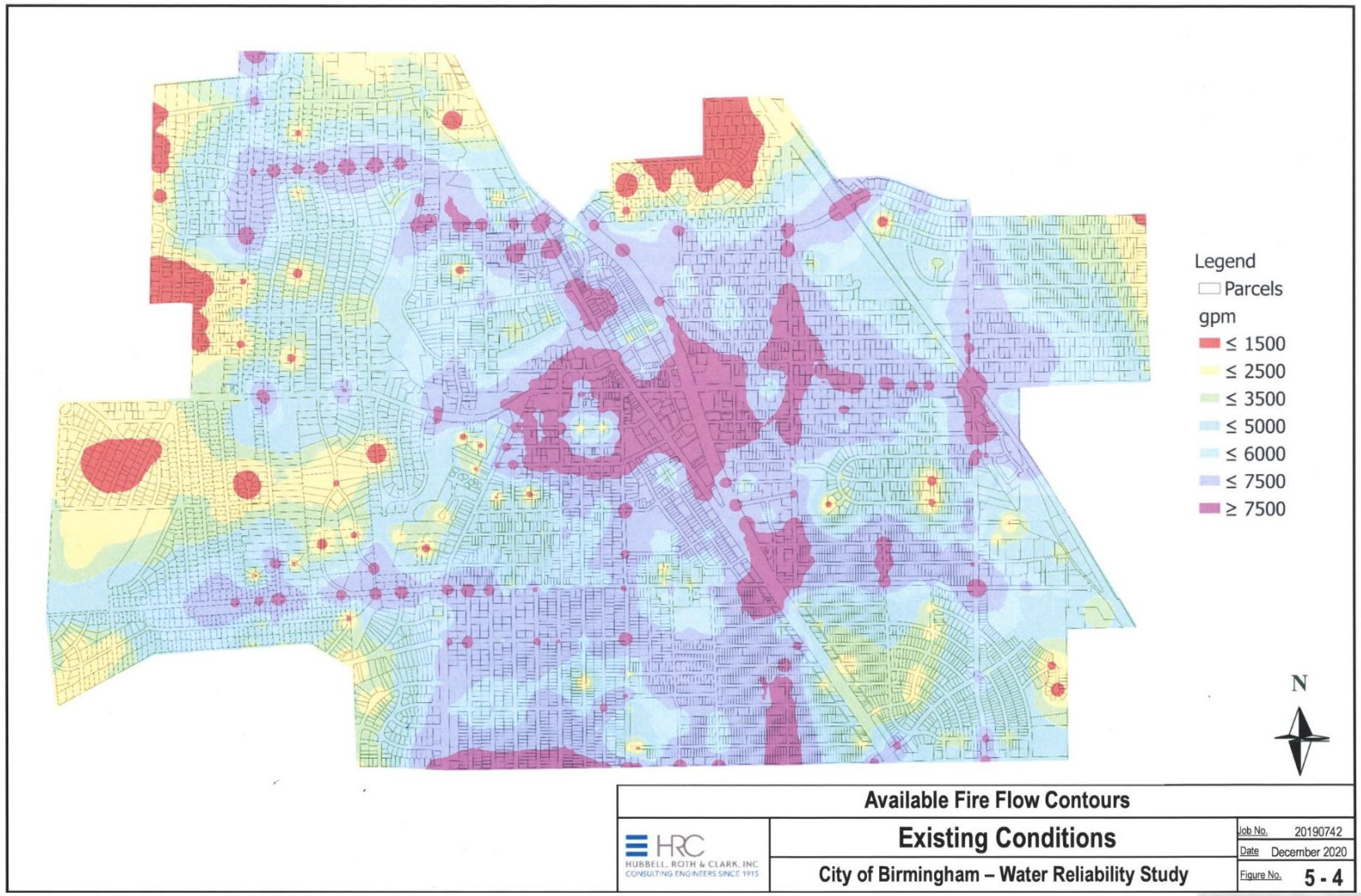
Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District



Existing Fire Flows Map

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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

➢General Construction Information:

Existing Sewer:

- Existing Sewer: 8”-15” clay, installed 1940 and one section 1956
- Proposed Sewer: 10”-18” Storm sewer and 10”-18” Combined Sewer
  - Two segments of existing sewer to be lined

Concerns:

- Sections of sewer are in need of open cut replacement due to the condition of the pipe and not being a candidate for sewer lining
- Existing catch basins are in poor condition and need replacement
- Proposed storm sewer improvements will create a separated storm system on these streets

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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District





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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District





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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

- City policy: To protect the public investment being made with capital improvement projects in public roadways, as part of the project
  - Water Laterals:
    - Replace all water services that are 60 years of age or older, are less than one inch in diameter, or are constructed of an unsuitable material.
    - All unsuitable water services will be replaced with a new 1” diameter service, or be replaced to match the existing diameter if greater than 1”
  - Sewer Laterals:
    - Replace all sewer laterals that are 50 years of age or older, are less than 6” in diameter, or are constructed of unsuitable material.
    - All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC.

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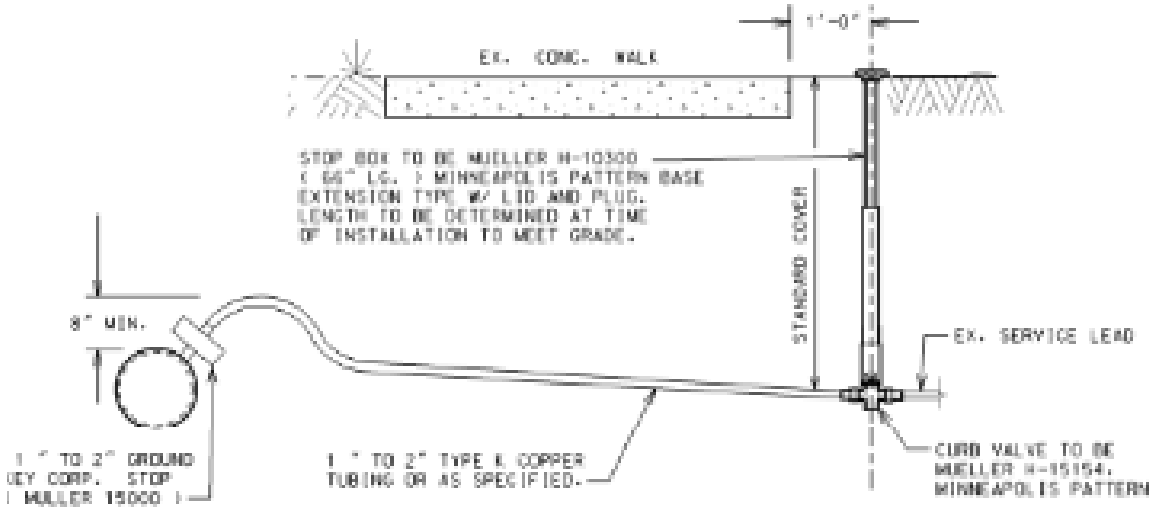
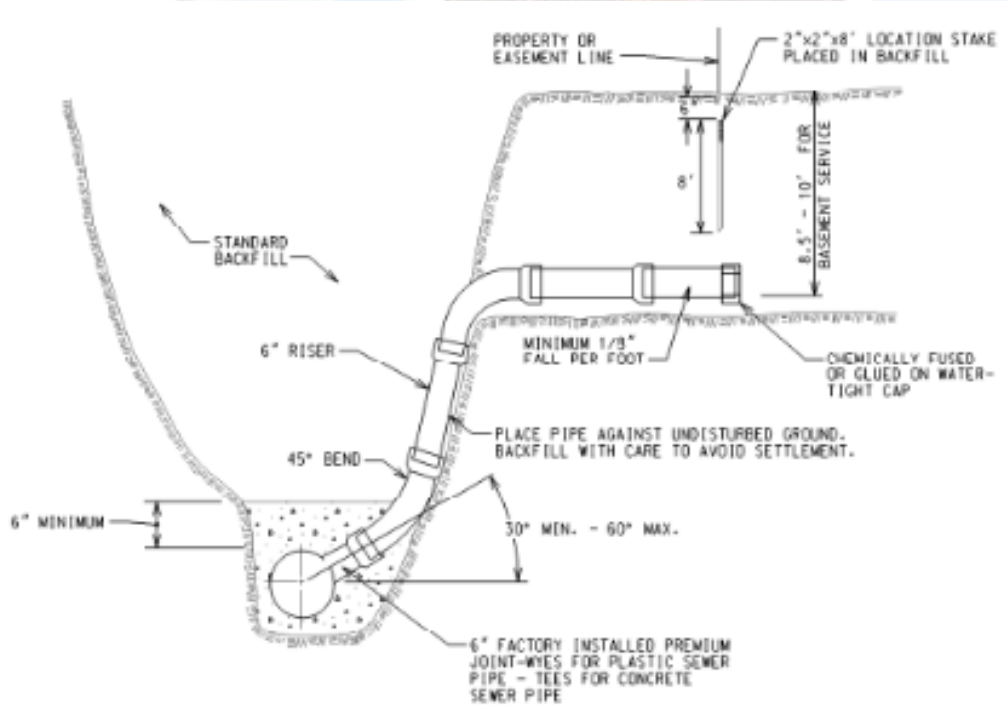
Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District



WATER SERVICE CONNECTION (TYP)

NO SCALE



BUILDING LEAD DETAIL

0' - 15' COVER

BIRMINGHAM
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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

- SAD:
  - Water Lateral: 100% cost of the property owner
  - Sewer Lateral : 100% cost of the property owner
  - Cost: The cost can be paid back in either a lump sum or over a 5-year period with interest. The interest rate will be confirmed at the Confirmation of Roll.

BIRMINGHAM
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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

- SAD:
  - Received Bids for Project on March 20, 2025
  - Water:
    - $60.00 per lineal foot for 1” diameter water service
    - $90.00 per lineal foot for 1.5” diameter water service
  - Sewer:
    - $125.00 per lineal foot for 6” sewer pipe

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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District



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Sewer and Water Lateral SAD Project Limits

Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District



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Sewer and Water Lateral SAD Project Limits

Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District



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Sewer and Water Lateral SAD Project Limits

Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

➢PROPERTIES LOCATED IN SEWER LATERAL SAD:

Sidwell Number	Street Address
1936455013	407 BIRD AVE
1936455017	479 BIRD AVE
1936455018	495 BIRD AVE
1936455021	537 BIRD AVE
1936455022	551 BIRD AVE
1936455023	571 BIRD AVE
1936455024	591 BIRD AVE
1936456003	222 BIRD AVE
1936456004	250 BIRD AVE
1936456006	286 BIRD AVE
1936456007	298 BIRD AVE
1936456008	306 BIRD AVE
1936456009	328 BIRD AVE
1936456010	366 BIRD AVE

Sidwell Number	Street Address
1936456011	370 BIRD AVE
1936456012	390 BIRD AVE
1936456019	125 E 14 MILE RD UNIT 1
1936456020	125 E 14 MILE RD UNIT 2
1936456021	125 E 14 MILE RD UNIT 3
1936456022	125 E 14 MILE RD UNIT 4
1936456023	125 E 14 MILE RD UNIT 5
1936456024	125 E 14 MILE RD UNIT 6
1936456025	125 E 14 MILE RD UNIT 7
1936456026	125 E 14 MILE RD UNIT 8
1936456027	125 E 14 MILE RD UNIT 9
1936456028	125 E 14 MILE RD UNIT 10
1936456029	125 E 14 MILE RD UNIT 11
1936456030	125 E 14 MILE RD UNIT 12

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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

➢PROPERTIES LOCATED IN SEWER LATERAL SAD:

Sidwell Number	Street Address
1936456031	125 E 14 MILE RD UNIT 14
1936456032	125 E 14 MILE RD UNIT 15
1936456033	150 BIRD AVE UNIT 16
1936456034	150 BIRD AVE UNIT 17
1936456035	150 BIRD AVE UNIT 18
1936456036	150 BIRD AVE UNIT 19
1936456037	150 BIRD AVE UNIT 20
1936456038	150 BIRD AVE UNIT 21
1936456039	151 BIRD AVE UNIT 22
1936456040	150 BIRD AVE UNIT 23
1936456041	150 BIRD AVE UNIT 24
1936456042	150 BIRD AVE UNIT 25
1936456043	150 BIRD AVE UNIT 26

Sidwell Number	Street Address
1936456044	150 BIRD AVE UNIT 27
1936456045	150 BIRD AVE UNIT 28
1936456046	150 BIRD AVE UNIT 29
1936457004	458 BIRD AVE
1936457005	480 BIRD AVE
1936457006	498 BIRD AVE
1936457009	540 BIRD AVE
1936457010	556 BIRD AVE
1936457011	570 BIRD AVE
1936457012	592 BIRD AVE

BIRMINGHAM
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Bird Phase 1A Project
Sewer and Water Lateral Special Assessment District

- Summary
  - The Engineering Department recommends the City Commission declare necessity and approve the SAD for Bird Phase 1A Project for sewer and water laterals
  - Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on May 5, 2025

BIRMINGHAM
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MEMORANDUM

Planning Department

DATE: April 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 1740 W. Maple – Holiday Market Select – Special Land Use Permit

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INTRODUCTION:
The applicant has submitted a Special Land Use Permit (SLUP) application to update ownership and to permit an existing grocery store in the B1 (Neighborhood Business) zoning district to engage in alcoholic beverage sales for off premise consumption. The subject site, Holiday Market Select, is located on the north side of Maple Rd. between Chesterfield Ave. and Larchlea Dr.

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 VIOGOLD 4, LLC to 10 & Main OOOM, LLC.

As noted in a letter submitted by the applicant, it appears as though Holiday Market Select has been engaged in alcoholic beverage sales for off premise consumption for some time, possibly since its inception in 2015. The Planning Department was approached with the proposal for this ownership, discovered the issue, and advised the applicant that a Special Land Use Permit will be required due to the sale of alcohol.

In addition to the above, the transfer of a liquor license requires that an investigation be performed by the Police Department. The investigation involves background checks on the new ownership and an investigation into the funding source(s) of the purchase. The completed Police Department liquor license investigation report is attached for your convenience which demonstrates that there are no apparent issues with the new owner.

BACKGROUND:
As noted above, Holiday Market Select has been operating in the City in its current location since 2015. In 2020, Holiday Market Select expanded into the building to the east (formerly 1732 W. Maple) and performed major renovations to the exterior of the building. This Special Land Use Permit would be the first for the establishment, which is required for alcoholic beverage sales for off-premise consumption in the B1 (Neighborhood-Business) zoning district.

LEGAL REVIEW:
The City Attorney has reviewed this request and has no objections as to form and content.

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 was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on April 21, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site.

SUMMARY:
The Planning Division requests that the City Commission consider the Special Land Use Permit for 1740 W. Maple to transfer ownership and grant a Special Land Use Permit to the proposed new owner, 10 & Main OOOM, LLC, to engage in alcoholic beverage sales for off premise consumption in the B1 (Neighborhood Business) zoning district.

ATTACHMENTS:
Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Police Department Liquor License Investigation Report
- Application Materials
- Most Recent Approved Site/Design Plans (2020)

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the Special Land Use Permit for 1740 W. Maple to transfer ownership and grant a Special Land Use Permit to the proposed new owner, 10 & Main OOOM, LLC, to engage in alcoholic beverage sales for off premise consumption in the B1 (Neighborhood Business) zoning district.

AND

Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request 10 & Main OOOM, LLC, to approve transfer of ownership in the Holiday Market Select which holds the SDM and SDD licenses and Sunday Sales (AM/PM) located at 1732 and 1740 W. Maple, Birmingham, Oakland County, MI from VIOGOLD, LLC to 10 & Main OOOM, LLC.

Holiday Market Select
1740 W. Maple
Special Land Use Permit 2025

WHEREAS, A Special Land Use Permit application was filed in February 2025 for approval of the transfer of ownership of a grocery store at 1740 W. Maple from VIOGOLD 4, LLC to 10 & Main OOOM, LLC (herein after referred to as "Holiday Market Select");

WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of Maple Rd. between Chesterfield Ave. and Larchlea Dr.;

WHEREAS, The land is zoned B1 (Neighborhood Business), which permits alcoholic beverage sales for off-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, 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 April 21, 2025, and has reviewed Holiday Market Select's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

WHEREAS, the City of Birmingham Commission is granting a contract to Holiday Market Select for the approval of a Special Land Use Permit for the use of a liquor license to engage in alcoholic beverage sales for off-premise consumption in the B1 (Neighborhood business) zoning district.

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 Holiday Market Select's application for a Special Land Use Permit at 1740 W. Maple is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Holiday Market Select shall abide by all provisions of the Birmingham City Code;
2. Holiday Market Select shall comply with the approved site and design plans and any amendments thereto; 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, Holiday Market Select 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 Holiday Market Select 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 Holiday Market Select is recommended for approval of the transfer of ownership of a grocery store with alcoholic beverage sales for off-premise consumption at 1740 W. Maple from VIOGOLD 4, LLC to 10 & Main OOOM, 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 April 21, 2025.

_____

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT
1740 W. MAPLE – HOLIDAY MARKET SELECT

This Contract is entered into this___day of_____, 2025 by and between **10 & MAIN OOOM, LLC**, whose address is 1485 W. 14 Mile Road, Madison Heights MI 48071 (hereinafter referred to as "Holiday Market Select"), **SUBURBAN INVESTORS LIMITED PARTNERSHIP**, whose address is 6737 N. Greenview Ave. 3 South, Chicago IL 6026 ("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, A Special Land Use Permit application was filed in February 2025 for approval of the transfer of ownership of a grocery store at 1740 W. Maple from VIOGOLD 4, LLC to 10 & Main OOOM, LLC (herein after referred to as "Holiday Market Select");

WHEREAS, The land for which the Special Land Use Permit is sought is located on the north side of Maple Rd. between Chesterfield Ave. and Larchlea Dr.;

WHEREAS, The land is zoned B1 (Neighborhood Business), which permits alcoholic beverage sales for off-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, 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 April 21, 2025, and has reviewed Holiday Market Select's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

WHEREAS, the City of Birmingham Commission is granting a contract to Holiday Market Select for the approval of a Special Land Use Permit for the use of a liquor license to engage in alcoholic beverage sales for off-premise consumption in the B1 (Neighborhood business) zoning district.

NOW, THEREFORE, the parties agree as follows:

1. Holiday Market Select 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. Holiday Market Select further acknowledges that it must maintain a Special Land Use Permit for the sale of alcoholic liquors for off premise consumption as required by the Birmingham City Code of Ordinances. It is agreed that Holiday Market Select shall comply with all provisions of the Special Land Use Permit, or any amendments thereto, as a condition of this contract. Holiday Market Select 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. Holiday Market Select 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. Holiday Market Select 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.

5. Holiday Market Select 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.

6. Holiday Market Select agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.

7. Holiday Market Select 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 Holiday Market Select from operating the establishment. Holiday Market Select 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. Holiday Market Select 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.

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

9. In the event Holiday Market Select 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.

10. 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.

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

12. 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.

13. 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. Holiday Market Select shall abide by all provisions of the Birmingham City Code;
b. Holiday Market Select shall comply shall comply with the approved site and design plans and any amendments thereto, 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.

14. Failure to comply with any of the above conditions may result in termination of the Special Land Use Permit after Holiday Market Select has been given notice and a hearing.

15. Except as herein specifically provided, Holiday Market Select 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 Holiday Market Select 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.

16. Holiday Market Select is recommended for the operation of an establishment selling alcoholic beverages for off premise consumption, above all others, subject to final inspection.

17. 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 Holiday Market Select. 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.

10 & MAIN OOOM, LLC (Holiday Market Select)

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 **10 & MAIN OOOM, LLC** to do so signed this Agreement.

_____
Notary Public
_____County, Michigan
Acting in _____ County, Michigan
My commission expires: _____

SUBURBAN INVESTORS LIMITED PARTNERSHIP (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 **SUBURBAN INVESTORS LIMITED PARTNERSHIP** 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)

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Police Department

DATE: **March 31, 2025**

TO: **Jana L. Ecker, City Manager**

FROM: **Chris Koch, Investigative Captain**

Approved: **Scott A. Grewe, Chief of Police**

SUBJECT: **10 & Main OOOM, LLC Requests to Transfer Ownership, from VIOGOLD, LLC and take over operations of Holiday Market Select, located at 1732 and 1740 W. Maple, Birmingham MI 48009**

INTRODUCTION:
The Police Department has received a request from the Law Office of Honigman LLP for a transfer of ownership from VIOGOLD, LLC (Business ID No. 239829) doing business as Holiday Market Select to 10 & Main OOOM, LLC. 10 & Main OOOM, LLC requests the transfer of the following permits: SDM and SDD licenses and Sunday Sales (AM/PM). 10 & Main OOOM, LLC has paid the initial fee of $1500.00 for a business that serves alcoholic beverages for consumption off the premises per section 7.33 of the Birmingham City Code. 10 & Main OOOM, LLC is comprised of two members:

Members	Membership
Johnny Shouneyia	50%
Matthew Shouneyia	50%

BACKGROUND:
The members of 10 & Main OOOM, LLC will be Matthew Shouneyia and Johnny Shouneyia which will continue to operate the business at 1732 and 1740 W. Maple as Holiday Market. There are no changes proposed to the interior or exterior of the business and the business will generally continue to operate in the normal course after the change of ownership is completed. 10 & Main OOOM, LLC indicate that they will be purchasing the inventory as well. They listed the break down as follows:

Food/Misc. items-	$232,500
Beer-	$2,500
Wine-	$5,000
Spirits-	$10,000
Estimated Total-	$250,000

I was able to confirm with Comerica Bank that 10 & Main OOOM, LLC has sufficient funds to purchase this inventory.

A background check was conducted on Matthew Shouneyia and Johnny Shouneyia using the Law Enforcement Information Network (LEIN) and, the Court's Law Enforcement Management Information System (CLEMIS). No negative information was uncovered.

LEGAL REVIEW:
The City Attorney has no objections to the suggested Commission action.

FISCAL IMPACT:
$1,500.00 liquor license application fee received.

PUBLIC COMMUNICATIONS:
Not Applicable

ATTACHMENTS:
Not Applicable

SUMMARY:
10 & Main OOOM, LLC. requests the transfer of the following permits: SDM and SDD licenses and Sunday Sales (AM/PM) located at 1732 and 1740 W. Maple, Birmingham, Oakland County. 10 & Main OOOM, LLC is owned by the following members: Johnny Shouneyia and Matthew Shouneyia. Both, Johnny Shouneyia and Matthew Shouneyia have successfully completed the police background check. The Police Department has not uncovered any information that would give cause to deny the applicant's request.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request 10 & Main OOOM, LLC, to approve transfer of ownership in the Holiday Market Select which holds the SDM and SDD licenses and Sunday Sales (AM/PM) located at 1732 and 1740 W. Maple, Birmingham, Oakland County, MI from VIOGOLD, LLC to 10 & Main OOOM, LLC.

HONIGMAN

J. Patrick Howe
Office: 248.835.2068
phowe@honigman.com

February 24, 2025

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

Re: **Special Land Use Permit Application to Authorize Off-Premise Alcohol Sales in B-1 Neighborhood Business District**
Applicant: 10 & Main OOOM LLC d/b/a Holiday Market Select
Address: 1732 & 1740 Maple Rd., Birmingham, Michigan 48009

Dear Mr. Dupuis,

This firm represents 10 & Main OOOM LLC, which plans to take over operations of the *Holiday Market Select* located at 1732 & 1740 Maple Rd. Our client is currently under contract to purchase the store's assets from the current owner, including its SDM and SDD liquor licenses. They have also entered into a new lease for the premises. This transition will occur as soon as we obtain the change of ownership approvals required from the Michigan Liquor Control Commission and City of Birmingham. There are no changes proposed for the interior or exterior of the business, and the business will generally continue in the normal course after this change of ownership is completed.

During our due diligence of the subject transaction we discovered that the store does not hold a Special Land Use Permit, which is required to sell alcoholic beverages for off-premise consumption in the B-1 Neighborhood Business District. It is not clear why this permit was not obtained when this store opened many years ago. In an effort to bring this business into compliance under our client's ownership, we hereby submit a Special Land Use Application for presentation to the City Commission. We have also enclosed a floor plan of the store showing current conditions, and check payable to the City of Birmingham in the amount of $1,950 to cover the application fees.

It is our understanding that the City Commission will set a public hearing for this application at its March 10th meeting, and will formally consider the application at its April 7th meeting. Our client will be present at the April 7th meeting to address the Commission, and answer any questions or concerns that it may have.

Should you have any questions or concerns regarding this request, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

HONIGMAN LLP

J. Patrick Howe

Docusign Envelope ID: 2E61C39A-BAC7-410E-A[illegible]F8AA5097BF1A

BIRMINGHAM

Special Land Use Permit Application – General

Planning Division

1. Applicant
Name: 10 & Main OOOM LLC d/b/a Holiday Market Select
Address: 1732 & 1740 Maple Rd.
Birmingham, MI 48009
Phone Number: (586) 954-1000
Email: mshouneyia@gmail.com

2. Property Owner (☐ *same as applicant*)
Name: Suburban Investors Limited Partnership (Landlord)
Address: 6737 N. Greenview Ave. 3 South
Chicago, IL 6026
Phone Number: (773) 603-3989
Email: Jvdutch@gmail.com

3. Project Contact Person (☐ *same as applicant*)
Name: J. Patrick Howe, Honigman, LLP
Address: 39400 Woodward Ave., Suite 101
Bloomfield Hills, MI 48304
Phone Number: (248) 835-2068
Email: phowe@honigman.com

4. Project Designer/Developer
Name: N/A - No Changes to Existing Building/Business
Address:
Phone Number:
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: 1732 & 1740 Maple Rd.
Name of Development: Holiday Market Select
Parcel ID#: 19-26-378-067 & 19-26-378-066
Current Use: Grocery Store w/ Alcoholic Bev. Sales (off-premise)
Proposed Use: Same
Area of Site in Acres:
Current Zoning: B-1 Neighborhood Business

	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?		

7. Details of the Request for Preliminary Site Plan Review
N/A - No Changes to Existing Building/Business

v. 1/4/23

8. Buildings and Structures

Number of buildings on site: _____ Height of building(s): _____
Use of building(s): _____ Number of stories: _____

9. Floor Use and Area (in Square Feet)

Proposed Commercial Uses:

Total basement floor area: _____ Commercial floor area: _____
Total ground floor area: _____ Industrial floor area: _____
Square feet per upper floor(s): _____ Office floor area: _____
_____ Total floor area: _____

Proposed Residential Uses:

Total number of units: _____ Residential unit floor area: _____
Number of two or less room units: _____ Residential amenity floor area: _____
Number of three or more room units: _____ Unit Type(s): ☐ Rental ☐ Condominiums ☐ Both

Proposed Additions:

Existing total floor area: _____ Location of addition(s): ☐ Rooftop ☐ Side ☐ Rear
Proposed total floor area: _____ ☐Front ☐Other (please specify)_____

10. Required and Proposed Setbacks

Required front setback: _____ Proposed front setback: _____
Required rear setback: _____ Proposed rear setback: _____
Required side setback(s): _____ Proposed side setback(s): _____

11. Required and Proposed Parking

Required number of parking spaces: _____ Typical size of parking spaces: _____
Proposed number of parking spaces: _____ Number of barrier free spaces: _____

12. Landscaping

Description of proposed 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: _____ Proposed sidewalk width: _____
Required benches: _____ Proposed benches: _____
Required street trees: _____ Proposed street trees: _____
Require street lights: _____ Proposed street lights: _____
Required trash receptacles: _____ Proposed trash receptacles: _____
Required bike racks: _____ Proposed bike racks: _____

14. Loading

Required loading spaces: _____ Proposed loading spaces: _____
Required dimensions: _____ Proposed dimensions: _____

15. Waste Receptacles

Location of waste receptacle(s): _____ 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: _____
_____
_____
Types of light fixtures: ☐ Spot ☐ Flood ☐ Area
☐ Bollard ☐ In-grade ☐ Goosenecks ☐ Lanterns
☐ Security ☐ Pole-Mounted ☐ Wall Pack ☐ Other

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

Signature of Property Owner: Signed by: Jim Van Boven 3C93FCFF009E42B... **Date:** 2/11/2025

Print Name: James Van Boven

Signature of Applicant: _____ **Date:** _____

Print Name: _____

Signature of Architect: _____ **Date:** _____

Print Name: _____

Office Use Only

Application #: PSLU25-0001 Date Received: 2/28/25 Fee: $_____

Date of Approval: _____ Date of Denial: _____ Reviewed By: _____

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: _____

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

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

Signature of Property Owner: _____ **Date:** _____

Print Name: _____

Signature of Applicant: [signature] **Date:** 1-31-25

Print Name: JOHNNY SHOUNEYIA

Signature of Architect: _____ **Date:** _____

Print Name: _____

Office Use Only		
Application #: _____	Date Received: _____	Fee: $_____
Date of Approval: _____	Date of Denial: _____	Reviewed By: _____

v. 1/4/23

HOLIDAY MARKET



HOLIDAY MARKET SELECT

EXTERIOR DESIGN DEVELOPMENT June 11, 2020

+ studio|H2G
headstogether. including yours.



Existing Images







View 1 - long canopy market | with crown

8C



View 2 - long canopy market | with crown

8C



View 3 - long canopy market | with crown



View 4 - long canopy market | with crown

EXISTING WOOD TO REMAIN

EXISTING LIGHTS TO REMAIN

NEW MESH METAL CROWN (M3)

EXTEND PARAPET W/ RECLAIMED WOOD TO MATCH EXISTING

NEW TRIM ABOVE CANOPY PAINTED (P4) TRICORN BLACK SW 6258 W/ DIMENSIONAL EXTERIOR GRADE LETTERS

NEW CAP AT TOP OF PARAPET TO MATCH EXISTING

200610

NEW CANOPY-SUNBRELLA #2095-0063 BLACK WITH WHITE STRIPES ADDED



NEW WALL SCONCES- (I) LUMIERE WESTWOOD 912-2

EXISTING BRICK FACE TO BE CLAD OVER WITH EXTERIOR GRADE WOOD OR APPROVED EQ.- TO BE PAINTED (P4) TRICORN BLACK SW 6258

NOTE: CLAD OVER ALL VISIBLE EXISTING BRICK ON EXTERIOR FACE.

200610

EXISTING TRIM TO BE PAINTED (P4) TRICORN BLACK SW6258

EXISTING TRIM TO REMAIN

DOOR PAINTED (P5) HOLIDAY MARKET PURPLE

NEW LIGHTS TO MATCH EXISTING

Exterior Elevation

NOTE: VERIFY ALL DIMENSIONS IN FEILD PRIOR TO PURCHASE/FABRICATION

EXISTING BRICK TO REMAIN

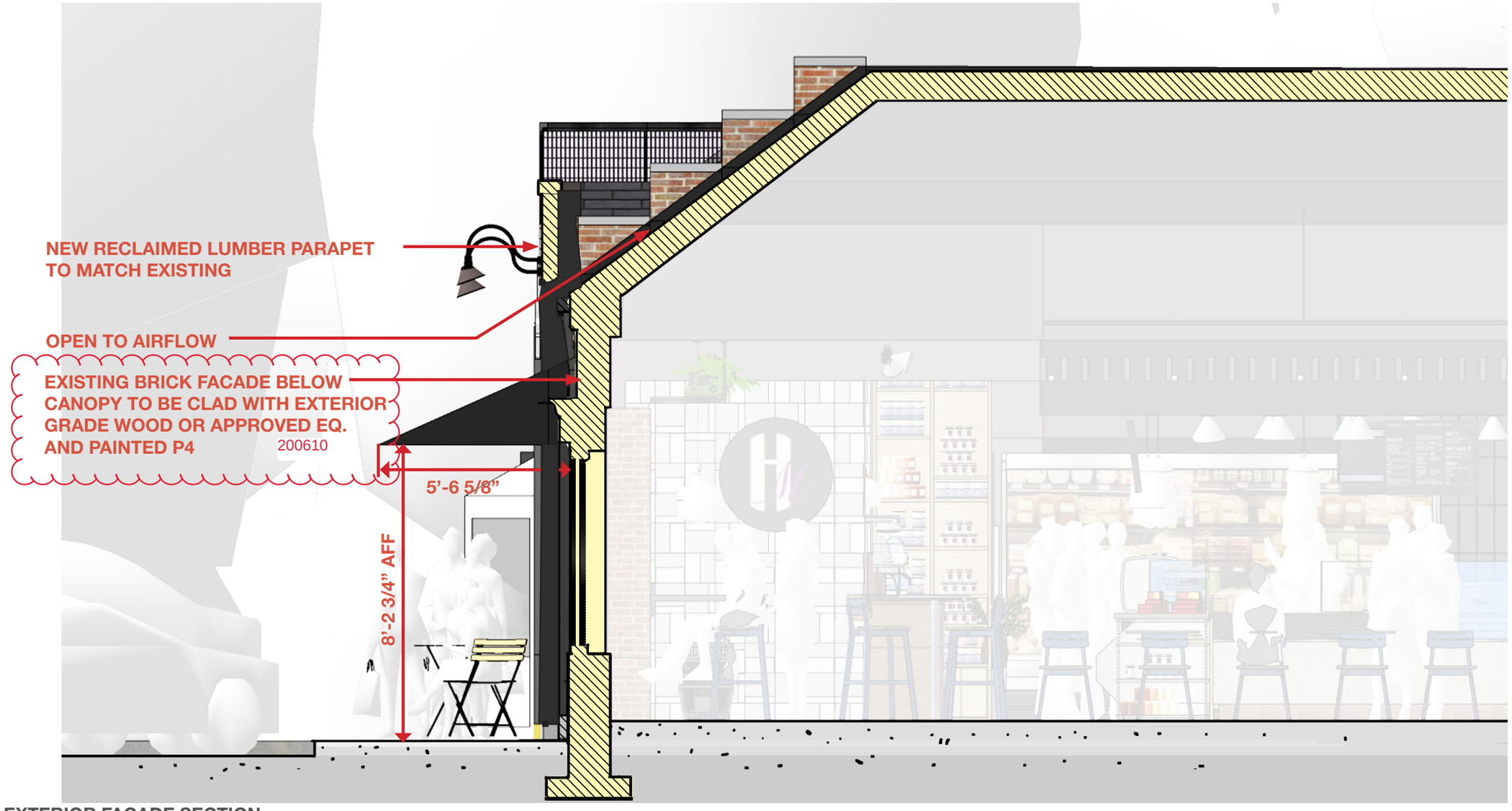


EXISTING DOOR TO BE CLOSED OFF. DOOR AND FRAME TO BE PAINTED (P4) TRICORN BLACK SW 6258

SIGN POSSIBLY TO BE MODIFIED- PENDING NAME CHANGE FROM EXISTING

Exterior Perspective

NOTE: VERIFY ALL DIMENSIONS IN FEILD PRIOR TO PURCHASE/FABRICATION



EXTERIOR FACADE SECTION

NTS

NOTE: VERIFY ALL DIMENSIONS IN FEILD PRIOR TO PURCHASE/FABRICATION



NEW CANOPY-SUNBRELLA #2095-0063 BLACK WITH WHITE STRIPES ADDED

WHITE STRIPES TO BE ADDED. 1” WIDE, 7” SPACING ON CENTER.

ENDS TO BE FINISHED WITH SUMBRELLA FABRIC & WHITE VERTICAL STRIPES. SPACING/SIZE TO MATCH FRONT OF CANOPY

CANOPY LENGTH: 21’-3 13/16”

CANOPY HEIGHT: 2’-5 9/16”

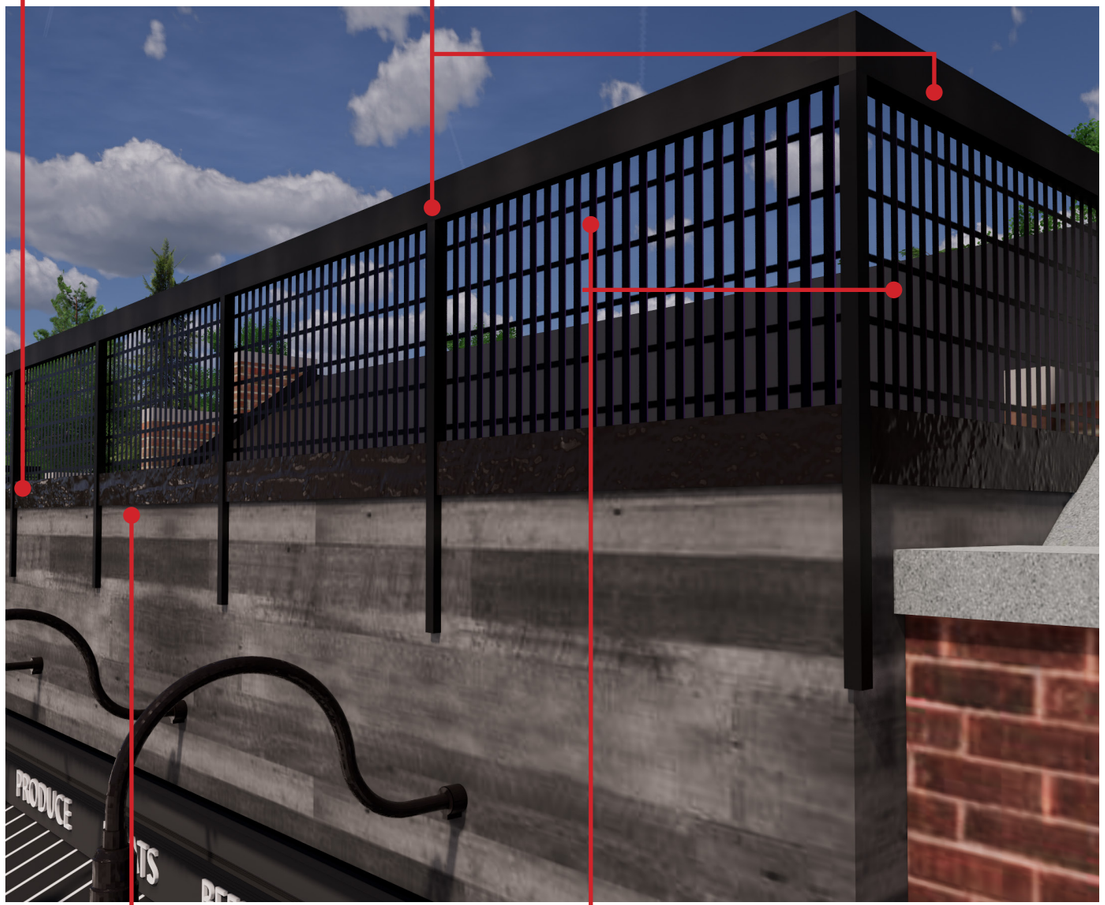
CANOPY DETAIL

NTS

NOTE: VERIFY ALL DIMENSIONS IN FEILD PRIOR TO PURCHASE/FABRICATION. PROVIDE MOCK UP OF CUSTOM PRINT CANOPY MATERIAL WITH WHITE STRIPES TO STUDIOH2G FOR APPROVAL PRIOR TO PURCHASE/FABRICATION

NEW CAP TO MATCH EXISTING
200610

L-SHAPE TOP METAL FRAME WITH CONCEAL LIGHT FIXTURE (J). COLOR TO MATCH (M3) GUNMETAL PVD

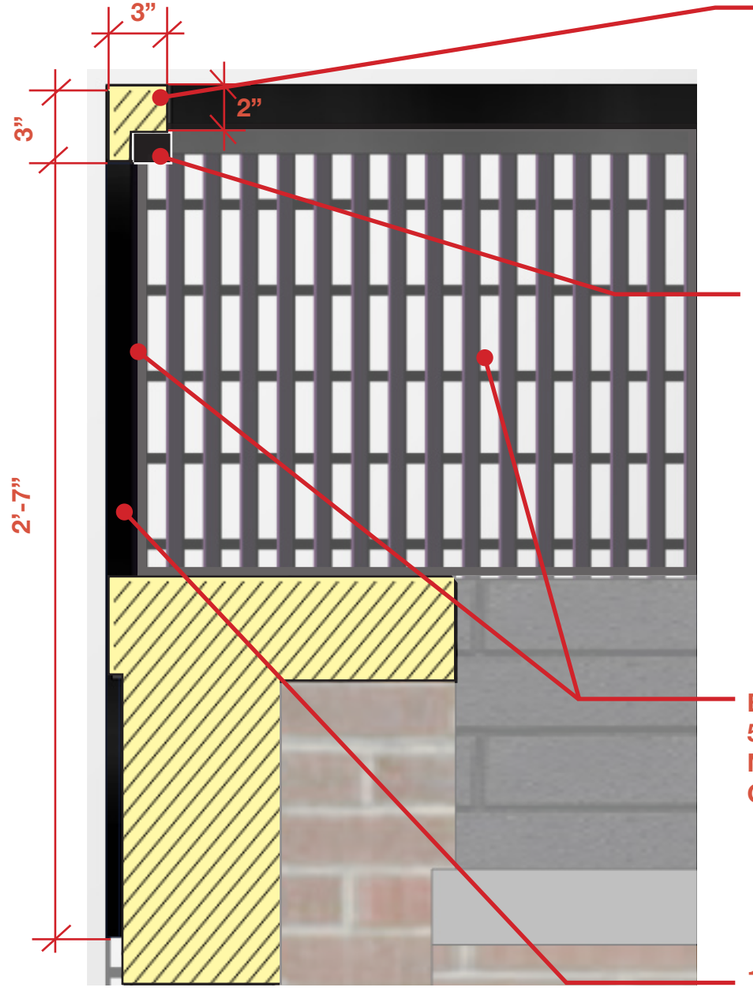


1” WIDE X 1” D VERTICAL FRAMING. COLOR TO MATCH (M3) GUNMETAL PVD

BANKER WIRE (M3) LZ-55 LARGE WOMEN WIRE MESH FACE. COLOR GUNMETAL PVD

METAL CROWN DETAIL

NTS



L-SHAPE TOP METAL FRAME TO CONCEAL LIGHT FIXTURE. COLOR TO MATCH (M3) MESH METAL LZ-55 FINISH (GUNMETAL PVD)

KLUS PDS4-ALU LIGHT FIXTURE (J) CONCEAL MOUNTED BELOW TOP FRAMING- REFER TO MANUF. INSTALLATION INSTRUCTIONS

BANKER WIRE (M3) LZ-55 LARGE WOVEN WIRE MESH FACE. COLOR GUNMETAL PVD

1”W X 1” D VERTICAL FRAMING- COLOR TO MATCH (M3) MESH METAL LZ-55 FINISH (GUNMETAL PVD)

METAL CROWN SECTION

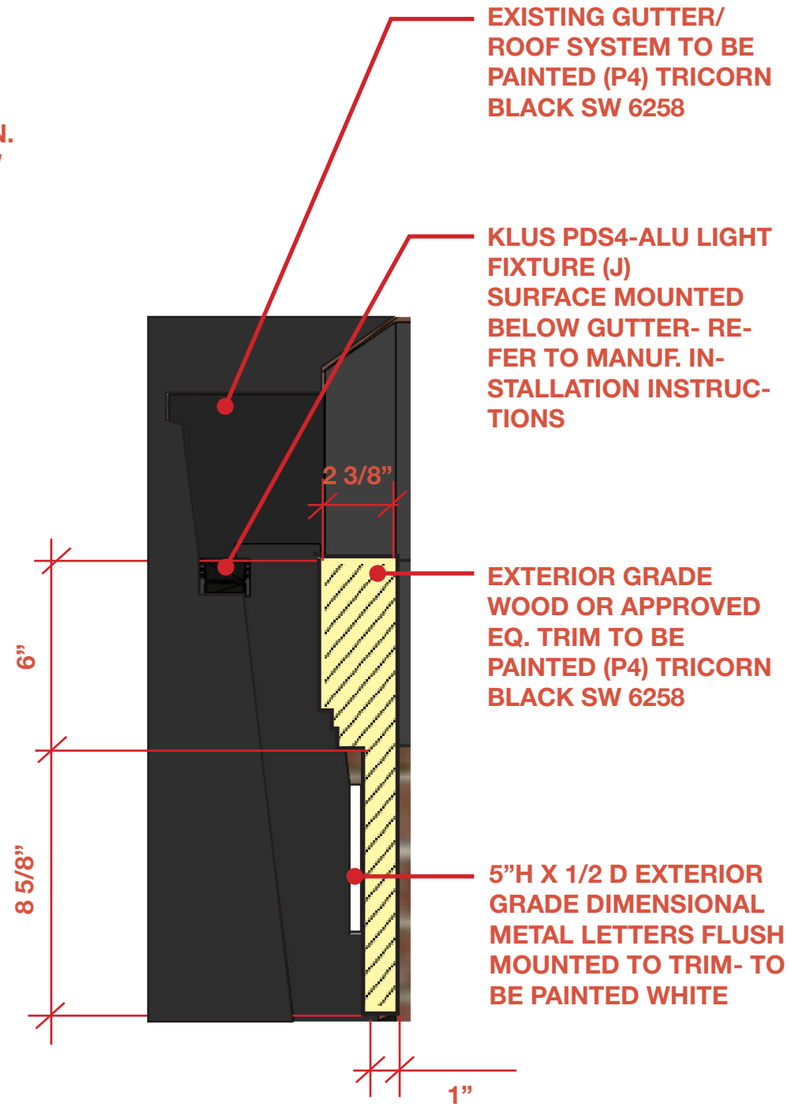
NTS

NOTE: VERIFY ALL DIMENSIONS IN FEILD PRIOR TO PURCHASE/FABRICATION. PROVIDE MOCK UP TO STUDIOH2G FOR APPROVAL PRIOR TO PURCHASE/FABRICATION



TRIM DETAIL

NTS



TRIM SECTION

NTS

NOTE: VERIFY ALL DIMENSIONS IN FEILD PRIOR TO PURCHASE/FABRICATION. PROVIDE MOCK UP TO STUDIOH2G FOR APPROVAL PRIOR TO PURCHASE/FABRICATION

Project Name: Holiday Market Select
Project Number:
Location: 1740 W Maple Rd, Birmingham, MI 48009
Materials + Finishes Schedule
Date: April 27, 2020
Revisios:

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headstogether. including yours.

 M3		Banker Wire LZ-55 Large Woven Wire Mesh Pattern color: Gunmetal PVD framing to match	C.I. Banker Wire & Iron Works Headquarters 123 W. Boxhorn Drive Mukwonago, WI 53149 sales@bankerwire.com 262-363-6120	QTY: TBD Lead Time: TBD	Location in Project: Exterior metal canopy
 P4	SHERWIN-WILLIAMS	Paint Color: Tricorn Black Code: SW 6258	Dawn M Cenowa, CSI The Sherwin-Williams Company 2550 S Telegraph Rd, Suite 118, Bloomfield Hills, MI 48302 P:248.660.3067 dawn.m.cenowa@sherwin.com	QTY: TBD Lead Time: TBD	Location in Project: Exterior brick, trim, door & frames
Holiday Market Purple P5	SHERWIN-WILLIAMS	Paint Collection: tbd Color: tbd Code: tbd	rep: tbd	QTY: TBD Lead Time: TBD	Location in Project: exterior entry door and frame

Project Name: Holiday Market Select
Project Number:
Location: 1740 W Maple Rd, Birmingham, MI 48009
Lighting Schedule
Date: April 27, 2020
Revisios:

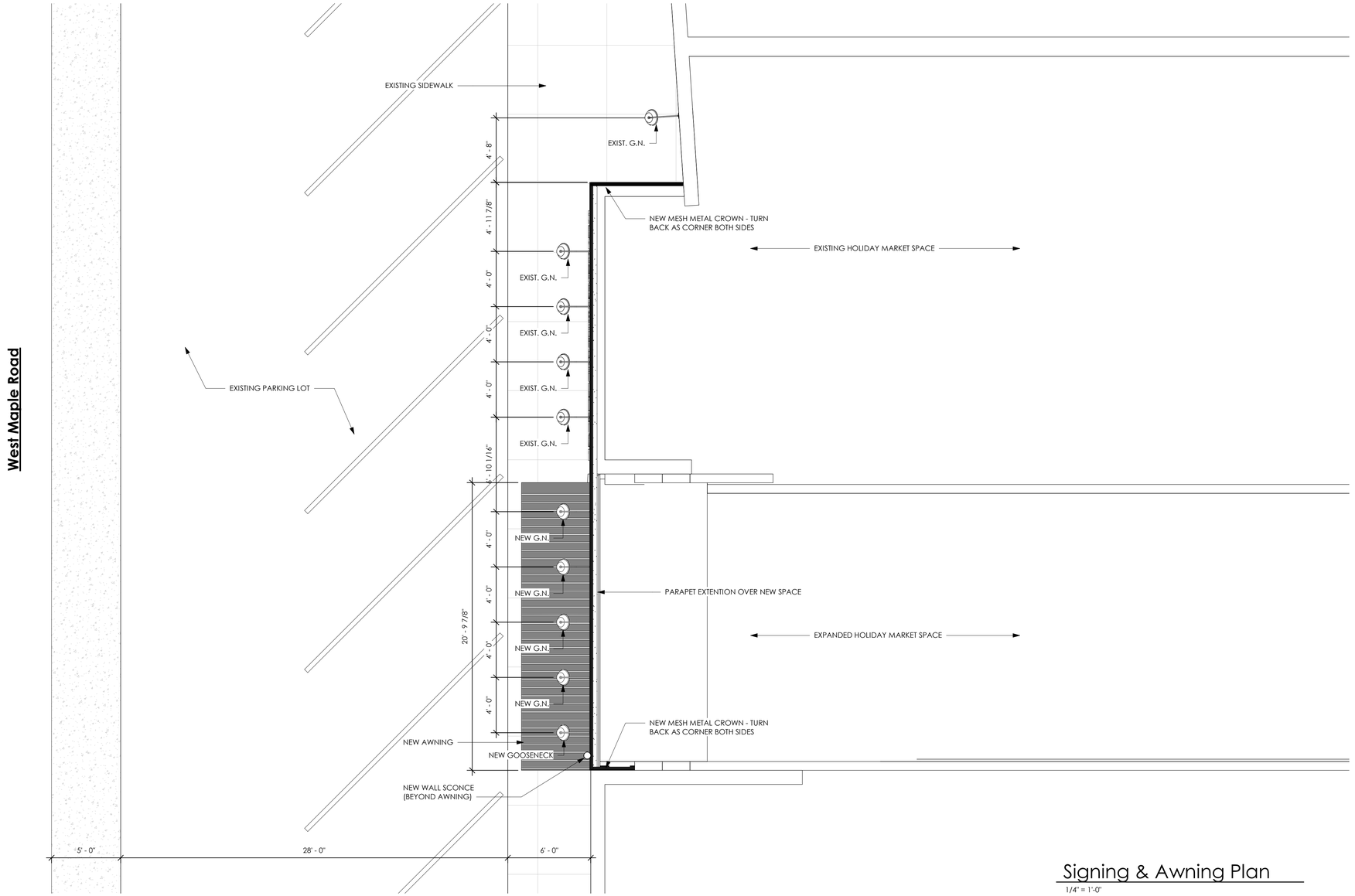
studio|H2G
headstogether. including yours.

Fixture	Manufacturer	Description	Source	QTY/Delivery	Remarks
 I	COOPER LIGHT	Lumiere Collection: Westwood 912-2 Color: Black BK Code:912-2 Size: Lamp Type: exterior wall sconce	Amanda Leporowksi 30775 Barrington Street Madison Heights MI, 48071 248.677.0850	QTY: 3 Lead Time: TBD	Location in Project: exterior façade- painted brick wall
 J	KLUS DESIGNS	surface mount linear Color: black anodized Code: PDS4-ALU Size: Lamp Type: TBD	Josh Dickerson Gasser Bush Associates 30984 Industrial Livonia, MI 48150 P:734.266.6705 C:248.688.8001 jdickerson@gasserbush.com	QTY:TBD Lead Time: TBD	Location in Project: surface mounted to façade- under metal mesh crown trim & existing gutter

Thank You.

studio|H2G
headstogether. *including yours.*

2299 E Lincoln Birmingham, MI 48009 USA
+1 248.671.4640 www.studioH2G.com



Signing & Awning Plan

1/4" = 1'-0"

GENERAL NOTES:

1. PROVIDE FLASHING PER MANUFACTURER'S RECOMMENDATIONS AT WALLS, ROOF CURBS, ROOF PENETRATIONS (MECHANICAL AND ELECTRICAL), ROOF EDGES, ETC.
2. FIELD VERIFY EXISTING ROOF CONDITIONS AND PENETRATIONS PRIOR TO COMMENCEMENT OF WORK.
3. NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES OF EXISTING CONDITIONS.
4. PROVIDE SPACE NECESSARY BETWEEN GUTTER DOWNSPOUT AND NEW AWNING PER ANY MANUFACTURER SPECIFICATIONS REGARDING SPACING.
5. EXISTING PARKING SPACES AND PARKING LOT TO REMAIN AS IS
6. EXISTING LIGHT FIXTURES TO REMAIN

krieger klatt ARCHITECTS
architecture interiors consulting
1412 E. 11 Mile Rd. | Royal Oak, MI 48067
P: 248.414.9270 **F:** 248.414.9275
www.kriegerklatt.com

Client:

Viogold 4, LLC
1203 S. Main St.
Royal Oak, MI 48067

Project:

Holiday Market Select
1740 W Maple Rd.,
Birmingham, MI 48009

Issued	Description	By
06-15-2020	Design Review Board	

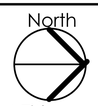
Seal:



Note:

Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:



Sheet Title:

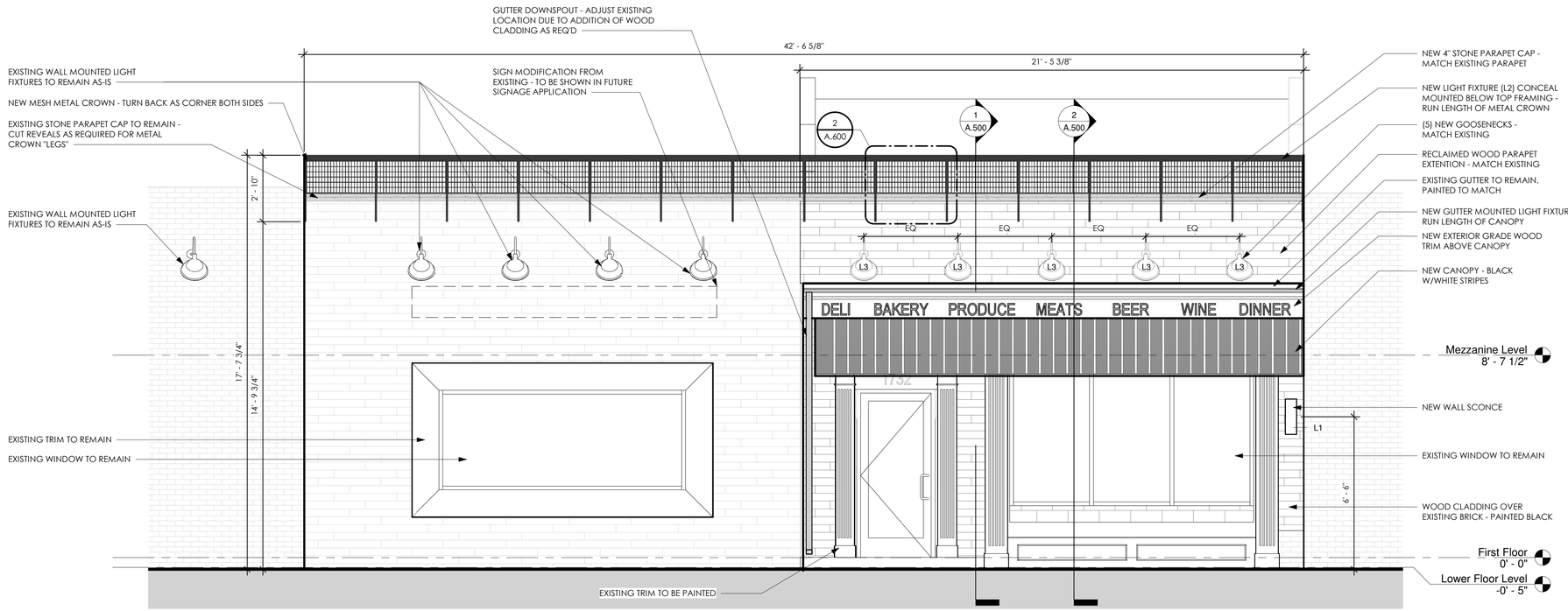
Signing & Awning Plan

Project Number:

19-100

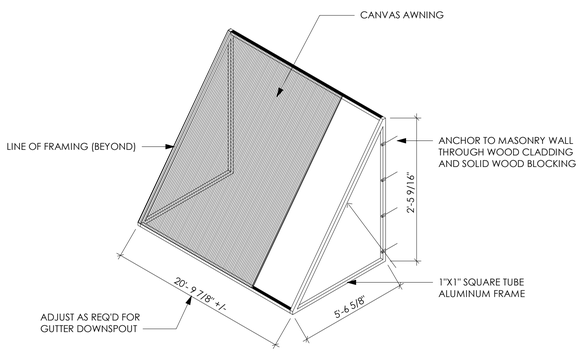
Sheet Number:

A.104



South (Front) Elevation

3/8" = 1'-0"



Canvas Awning Detail

NOT TO SCALE



Exterior Light Fixture : L1

MANUF: CYLINDERS
COLOR: BLACK BK
CODE: C0310UDXT - WALL MOUNT



Exterior Light Fixture : L2

MANUF: KLUS DESIGNS
COLOR: BLACK ANODIZED
CODE: PDS4-ALU



Exterior Light Fixture : L3

MANUF: RLM CLASSICS
COLOR: BLACK ANODIZED
CODE: AR1214GV-27L-35K-EX-TF1-MW1

GENERAL NOTES:

1. EXISTING FEATURES (LIGHT FIXTRES, DOORS, TRIM, ETC.) TO REMAIN AS IS UNLESS OTHERWISE NOTED
2. SIGNAGE CHANGES / ADDITIONS TO BE COMPLETED WITH FUTURE SIGNAGE PERMIT APPLICATION

krieger klatt ARCHITECTS
architecture interiors consulting
1412 E. 11 Mile Rd. | Royal Oak, MI 48067
P: 248.414.9270 **F:** 248.414.9275
www.kriegerklatt.com

Client:

Viogold 4, LLC
1203 S. Main St.
Royal Oak, MI 48067

Project:

Holiday Market Select
1740 W Maple Rd.,
Birmingham, MI 48009

Issued	Description	By
2-14-2020	Building Permit	
06-15-2020	Design Review Board	

Seal:

STATE OF MICHIGAN JASON P. KRIEGER ARCHITECT No. 53578 REGISTERED LICENSED ARCHITECT

Note:

Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:

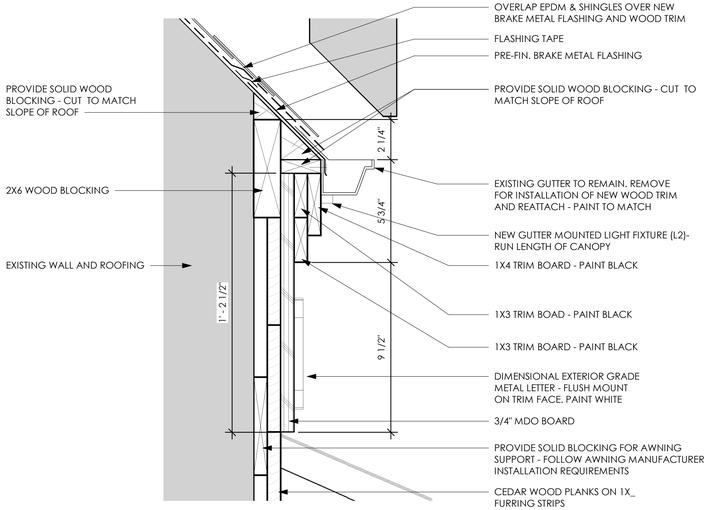
South Front Elevation

Project Number:

19-100

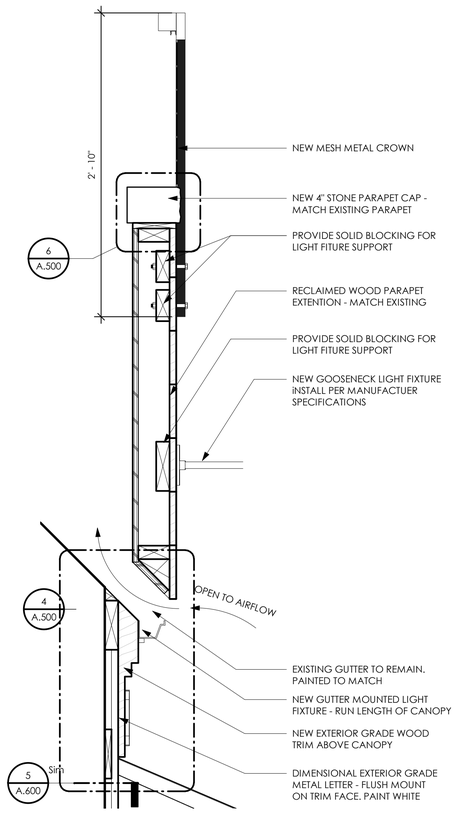
Sheet Number:

A.200



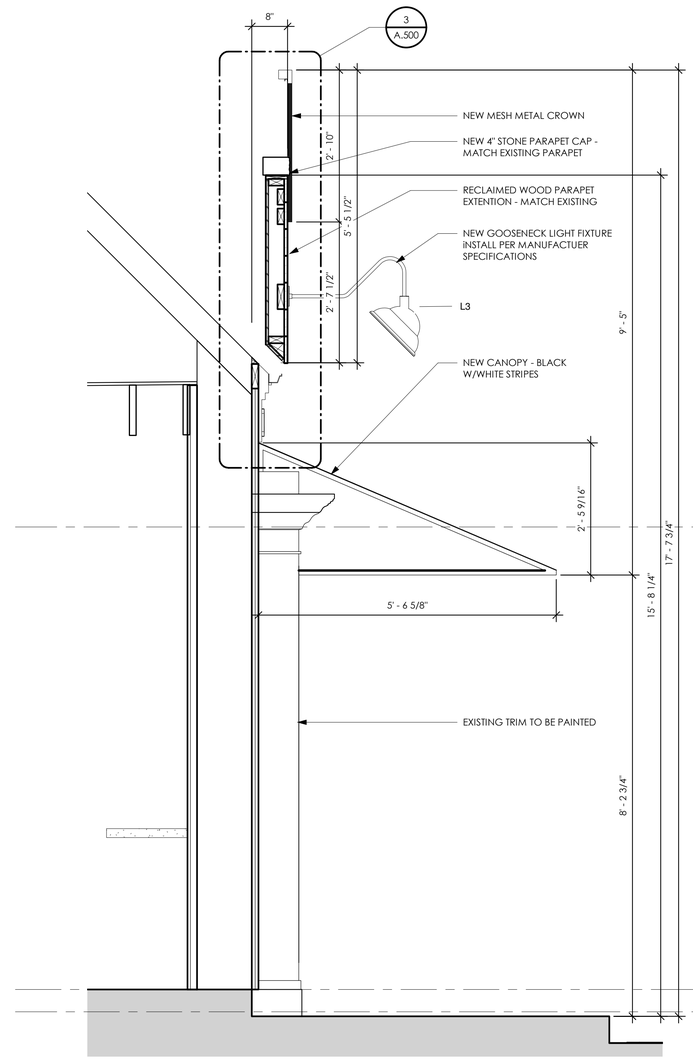
4 A.500 Wood Trim Section Detal

3" = 1'-0"



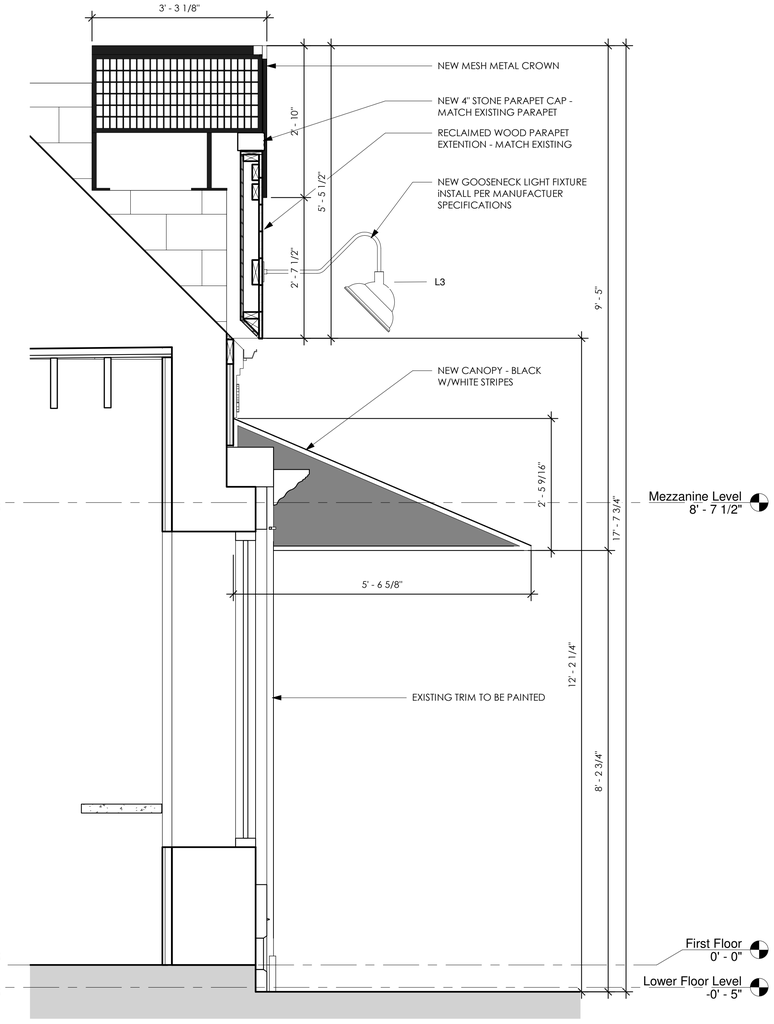
3 A.500 Section Detail @ New Parapet

1 1/2" = 1'-0"



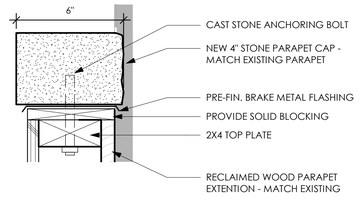
1 A.200 Wall Section @ Existing Wall

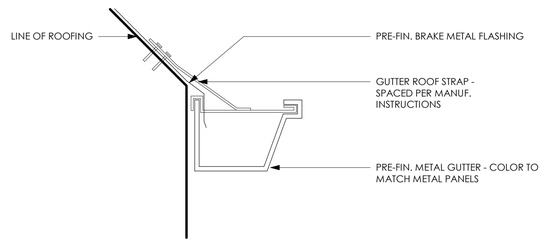
3/4" = 1'-0"



2 A.200 Wall Section @ Existing Window

3/4" = 1'-0"





5 Gutter Profile Detail

6" = 1'-0"

6 A.500 Cast Stone Parapet Cap

3" = 1'-0"

krieger klatt ARCHITECTS
architecture interiors consulting
1412 E. 11 Mile Rd. | Royal Oak, MI 48067
P: 248.414.9270 **F:** 248.414.9275
www.kriegerklatt.com

Client:

Viogold 4, LLC
1203 S. Main St.
Royal Oak, MI 48067

Project:

Holiday Market Select
1740 W Maple Rd.,
Birmingham, MI 48009

Issued	Description	By
2-14-2020	Building Permit	
06-15-2020	Design Review Board	

Seal:

STATE OF MICHIGAN JASON P. KRIEGER ARCHITECT No. 53578 LICENSED ARCHITECT

Note:

Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:

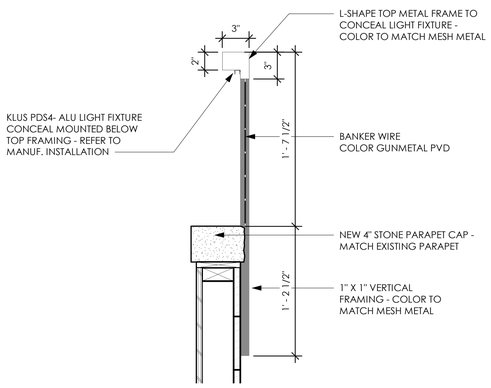
Wall Sections

Project Number:

19-100

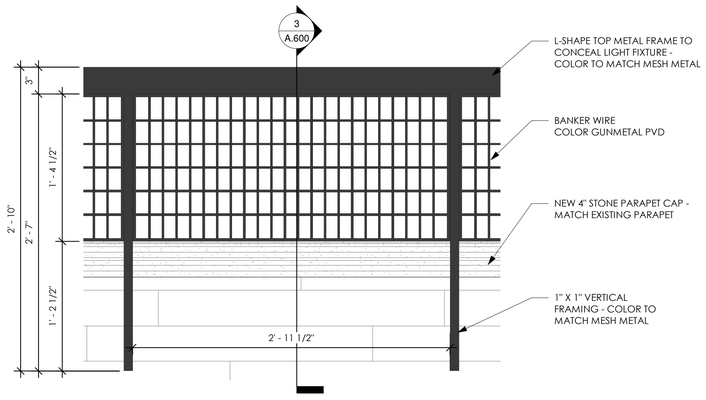
Sheet Number:

A.500



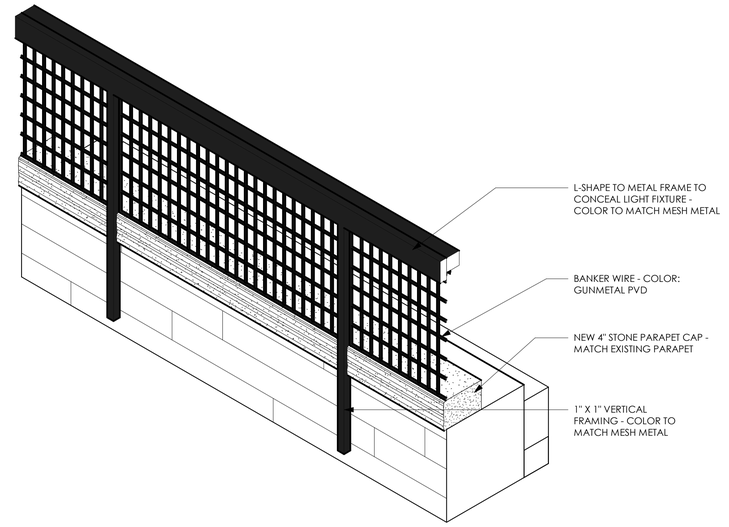
3 A.600 Metal Crown Section Detail

1 1/2" = 1'-0"

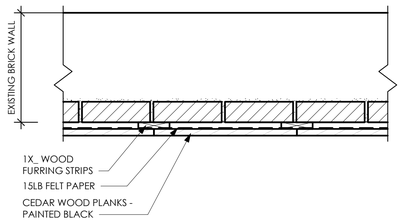


2 A.200 Metal Crown Elevation

1 1/2" = 1'-0"

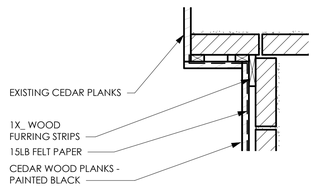


Metal Crown Isometric



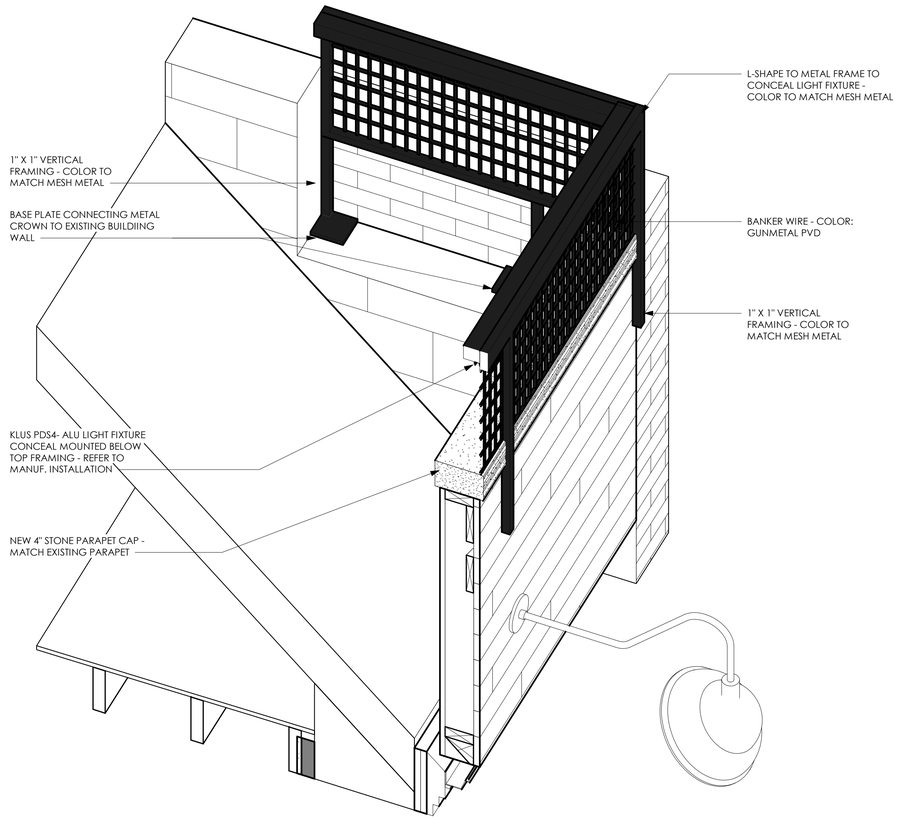
5 A.500 Wood Cladding Plan Detail

1 1/2" = 1'-0"



6 A.100 Wood Cladding Plan Detail @ Existing Building Corner

1 1/2" = 1'-0"



Metal Crown @ Corner Isometric

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Seal:

STATE OF MICHIGAN
JASON P. KRIEGER
ARCHITECT
NO. 53578
LICENSED ARCHITECT

Note:

Do not scale drawings. Use calculated dimensions only. Verify existing conditions in field.

North Arrow:

Sheet Title:

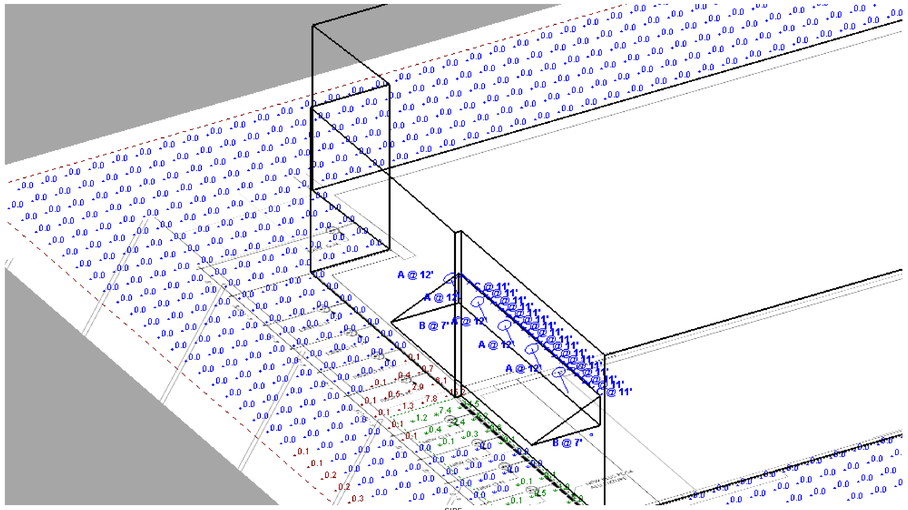
Construction Details

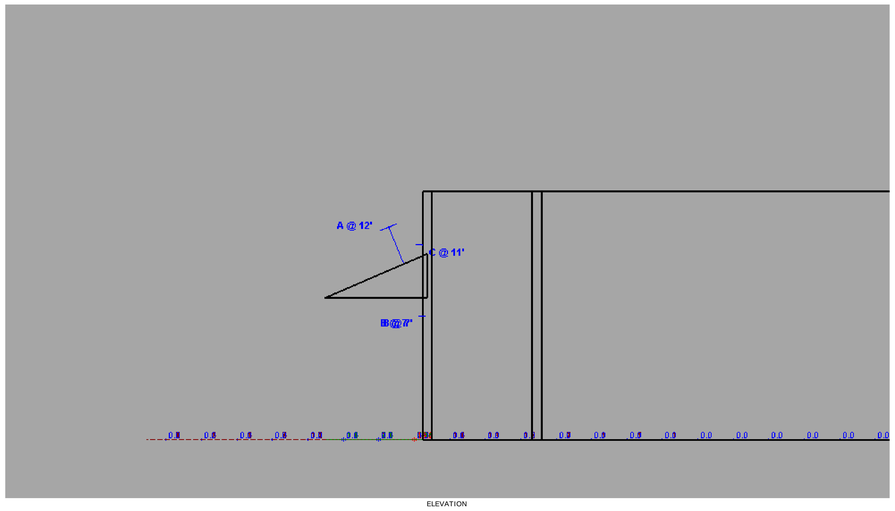
Project Number:

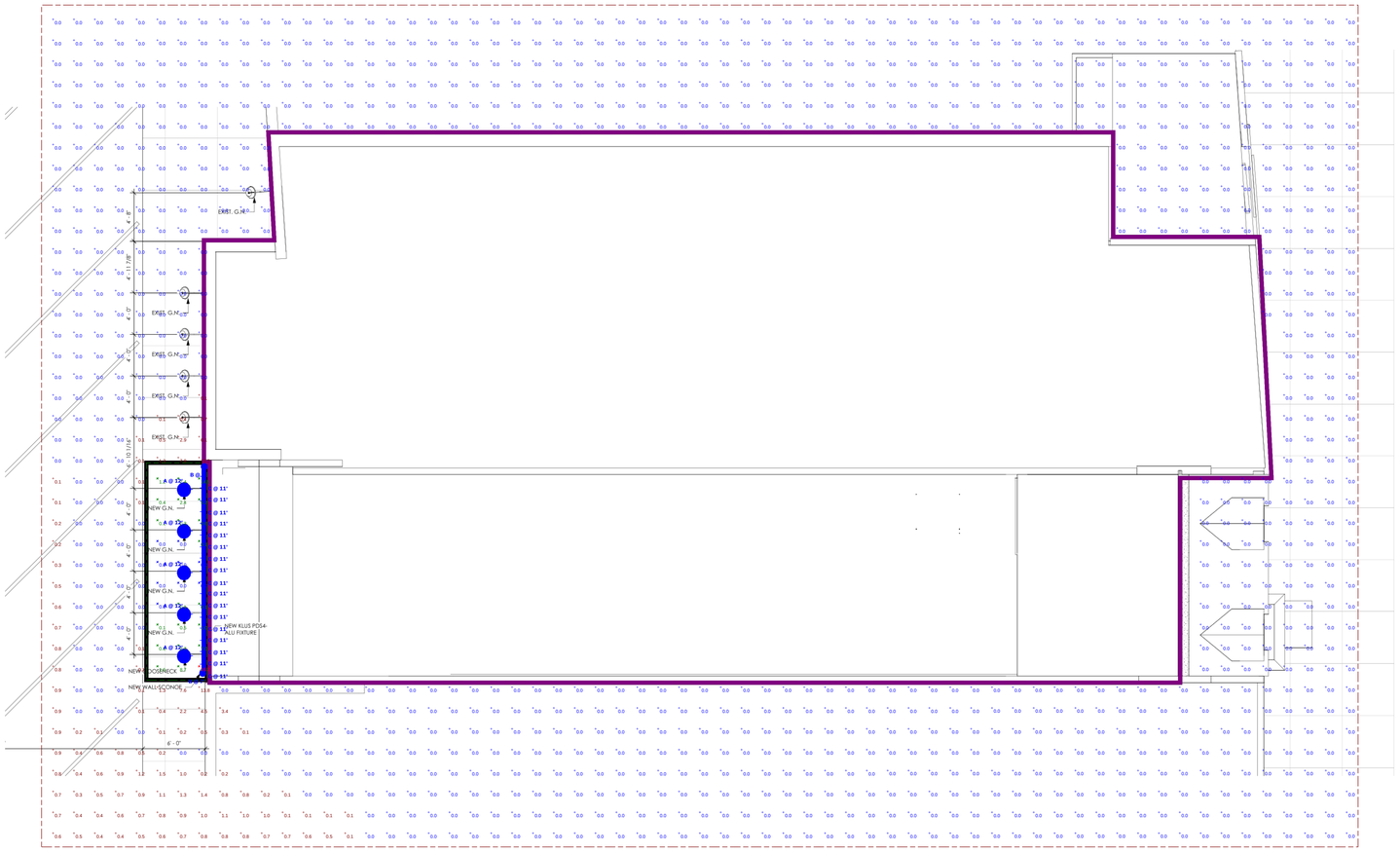
19-100

Sheet Number:

A.600







Plan View
Scale - 1" = 5ft

Schedule									
Symbol	Label	QTY	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	LLF	Wattage
◯	A	5	AR1214GV-27L-35K-EX-TF1-MWI	Angled Reflectot, 12" Nom. Diam Open Aperture x 14" H	N/A, Gen3	1	1830	0.9	18
◯	B	2	C0310XT-7L-xxK-MD-EX--SO-xx-MW (Downlight Only)	Nom. 3" Diam. x 10"H Direct Cylinder	N/A	1	505	0.9	6.2
—	C	17	PDS-4-ALU (LED K-30-1275 3000K)	Extrusion PDS-4-ALU with cover KA-PRO clear	LED 1x 12'' 30cm K-30-1275 3000K	1	350	0.9	4

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
BUILDING PERIMETER	+	0.1 fc	16.2 fc	0.0 fc	N/A	N/A	0.0:1
UNDER CANOPY	✳	2.4 fc	16.2 fc	0.0 fc	N/A	N/A	0.1:1

General Note
1. SEE LUMINAIRE LABELS FOR MOUNTING HEIGHT.
2. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: 0' - 0"

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

Ordering Note
FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-6705.

Mounting Height Note
MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

Drawing Note
THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

KLUŚ Inspiring Solutions

Specification sheet - PDS4-ALU Extrusion
ref. number B1718

PRODUCT DESCRIPTION

Small dimensions, easily release heat, simple assembly, lightweight, environment friendly.

Patent Number: US D621,091 S

Closet Rated

- Designed to reach an IP67 waterproof rating
- Ability to obtain a line of light
- Good heat dissipation
- For multiple applications
- Housing for LED strips up to 0.39" / 10 mm wide

FINISH :
Non anodized (raw)
Silver anodized
Black anodized
RAL

Fill empty fields

Product nr.	
Fixture type	
Company	
Job name	
Date	

TECHNICAL SPECIFICATION

Application

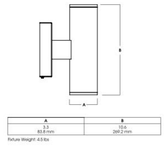
- designed for the construction of lighting fixtures and backlighting luminaires. In furniture, exhibition, interior design elements like stair treads, platforms, shelves, niches, etc.
- can be embedded in narrow grooves
- can be used for external illumination in the sealed version, except for applications where it would be exposed to considerable mechanical forces

Assembly

- can be mounted with appropriately selected mounting adhesives, professional double-sided adhesive tapes, metal and plastic mounting brackets, as well as adjustable mounting brackets

More accessories on our page www.klusdesign.com





A	B
3.3	10.6
83.8 mm	268.2 mm

Fixture Weight: 4.9 lbs

3" ROUND DIRECT / INDIRECT
PICO SERIES

cylinders

C0310UDXT - WALL MOUNT

APPLICATION
3" round x 10" high direct / indirect wall luminaire for accent, area and ambient lighting applications.

FEATURES
Spectrum's Cylinder series provides traditional architectural style with high performance and energy efficient illumination. Rugged design with flexible mounting, finish and LED options make these extremely versatile fixtures. Integral LED driver. Quick change LED module with interchangeable optics for job site flexibility and fixture upgrade.

FINISH
Multi-stage polyester powder-coat process applied on our dedicated paint lines. See mounting and color pages for standard finishes. All exposed materials are chromate pretreated to resist corrosion.

ELECTRONICS
LED system features Xicato LED module with proprietary phosphor technology that provides consistent stable color with CCT control of +/- 100K over life of the light engine. Base CRI is 83 with 2-step MacAdam Ellipse binning. High CRI is 98 with 1 x 2-step MacAdam Ellipse binning. Variety of electronic 120V/277V and dimming drivers. 1 or 2 circuit operation.

CONSTRUCTION
Fabricated seamless aluminum fixture housing. Specular primary optics provide high efficiency illumination. Stainless steel hardware with galvanized brackets to resist corrosion.

CODE COMPLIANCE
BAA compliant. ETL certified to meet US and Canadian standards. Suitable for dry or damp locations. Wet Location Option. Manufactured and tested to UL standards No. 1598/8750.

LUMENS / WATTAGE DATA

PART NUMBER	SOURCE LUMENS*	DELIVERED LUMENS*	SYSTEM WATTS*	LPW
C0310UDXT-7L	1830	1647	18.2	91
C0310UDXT-5LM	1830	1647	18.2	91

SERIES	UPLIGHT		DOWNLIGHT		CCT	DRIVER / DIMMING[2]	OPTIONS[3]	MOUNTING[4]	FINISH[5,6]
C0310UDXT	LUMENS[1] 7L 700 Lm 10L 1000 Lm	OPTICS NV 12° ND 22° MD 40° WD 64°	LUMENS[1] 7L 700 Lm 10L 1000 Lm	OPTICS NV 12° ND 30° MD 40° WD 58°	83 CRI 27K 2700K 30K 3000K 35K 3500K 40K 4000K 98 CRI 27KH 2700K 30KH 3000K 35KH 3500K 40KH 4000K	EX Electronic Driver, 120V/277V D010EX 10%, 0-10V, 120V/277V D02WEX ELV/MLV, 120V	WL Wet Location CR Corrosion Resistant 2CIR 2 Circuit LENS GL Clear Grass Lens SO* Micro Prism Soliflex™ Lens EMERGENCY BATTERY OPTIONS EMBM 7W Remote EM EMEN 7W Remote with Enclosure	WMD Wall Mount 3" Extension	MW[7] Matte White MB[7] Matte Black PT[7] Platinum Silver CC[7] Custom Color See Page 5 for Full Range of Color Options

EXAMPLE: C0310UDXT10LMD10LWD30KEXSOWM3MW

NOTES:
1 Nominal Source Lumens at Any CCT. 2 Nominal Delivered Lumens at 83 CRI of Any CCT with MD+DL. MD+BD. 3 4H-BD CRI. 4 Wet not Available with 98 CRI Option. 5 Contact Factory for Additional Options. 6 See Product Options Page for Details. 7 Standard Lens for Architect and WL/WD. 8 Standard Lens for MD, WD. 9 See Mounting Page for Details on Components and Finishes. 10 See Color Page for More Options/Consult Factory for Special Finishes. 11 Standard Finishes

SPECTRUM LIGHTING INC.
PROJECT:
TYPE:

Dimensions and values shown are nominal. Spectrum Lighting continually works to improve products and reserves the right to make changes which may alter the performance or appearance of products.



ANGLED REFLECTOR
WET LOCATION
EXTERIOR - SIGN LIGHTS

PROJECT:
TYPE:

AR12HGV
Hi. Viss.

AR12HGV
Off - Orange

AR12HGV
Nc. Turquise

AR12HGV
CO - Copper Metallic

SERIES	LUMENS[1]	CCT	DRIVER / DIMMING[2]	ACCESSORIES[3]	MOUNTING[4]	FINISH[5,6]
AR08DBUW AR10123UW AR12142UW	10L 1500 Lm 27L 2700 Lm	27K 2700K 30K 3000K 35K 3500K 40K 4000K	EX Electronic Driver, 120V/277V D010EX 10%, 0-10V, 120V/277V DO10E[7] 1%, 0-10V, 120V/277V D02WEX ELV/MLV, 120V DLSEX[7] 1% Lutron® EcoSystem® Fades to Black, 120V/277V	TF[8] 3" Frosted Dome TG1 3" Dome Wire Guard MF1 3" Frosted Mini MG1 3" Short Wire Guard FJ1 3" Frosted Tall FG1 3" Tall Wire Guard	WALL MOUNT CP154" Small Driver Canopy CP156" Large Driver Canopy CPA/RMD Remote Mount Driver PA Mounting Arm Style CEILING MOUNT RDCS Small Driver Canopy CP13 Large Driver Canopy PM[10,11] Rigid Pendant Mount HM[10,11] Hang Straight ENCR[11] 10W Large Driver Canopy EM EMBM 7W Remote EM EMEN 7W Remote with Enclosure	MW[9] Matte White MB[9] Matte Black PT[9] Platinum Silver CC[9] Custom Color See Page 5 for Full Range of Color Options

EXAMPLE: AR08DBUW15L30KEXFJ1/CP104PA23MW

NOTES:
1 Nominal Source Lumens at 35K. 2 Contact Factory for Additional Options. 3 Available with CP154/RDCS/CP13 Only. 4 Available with CP156/CP13 Only. 5 Contact Factory for Special Finishes. 6 See Color Page for More Options/Consult Factory for Special Finishes. 7 Contact Factory for Xicato Options. 8 See Mounting Page for Available Arm Options. 9 Specify Length in Inches. See Mounting Page for Available Lengths. 10 Intended for Outdoor Covered Ceiling Applications Only. 11 Not for Use in Locations with Wind Exposure. 12 EMCE Replaces RDCS or CP13

SPECTRUM LIGHTING INC.

HOLIDAY MARKET SELECT
EXTERIOR PHOTOMETRIC PLAN
PREPARED FOR: KKA
GASSER BUSH ASSOCIATES
WWW.GASSERBUSH.COM

Designer
nad
Date
6/12/2020
Scale
Not to Scale
Drawing No.
#20-50936 V1

MEMORANDUM

Planning Department

DATE: April 11, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Initial Bistro Screening – 2024-2025

INTRODUCTION:
In October of each year, the City Commission begins the bistro application review process to consider new bistro applications pursuant to Chapter 10 (Alcoholic Liquors), Division 4 of the Birmingham Code of Ordinances. The bistro application review process also provides that in the event that two bistro approvals are not granted as a result of the fall review period, the City will accept additional bistro applications for the current calendar year on or before April 1, 2025. The City received two applications for initial bistro screening in October 2024 of which only one was moved forward. At this time, two more bistro applications have been received for the 2024-2025 initial bistro screening cycle prior to the April 1, 2025 deadline.

BACKGROUND:
The City Commission accepts new bistro applications, which are due on October 1 for the next calendar year. In the event that two bistro approvals are not granted as a result of the fall review period, the City accepts additional bistro applications for the current calendar year on or before April 1.

On November 18, 2024 (Agenda – Minutes), the City Commission reviewed two new bistro applications, Marrow Birmingham and The Amalfi Coast, and moved forward with the bistro application for a single bistro, Marrow Birmingham, and permitted Marrow to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation. At this time, Marrow Birmingham has not yet submitted an application to the Planning Department for consideration.

When submitted, all bistro applications for new or existing establishments must contain the following information in 5 pages or less:

- A brief description of the bistro concept proposed, including type of food to be served, price point, ambience of bistro, unique characteristics of the operation, if any, and an

explanation of how this concept will enhance the current mix of commercial uses in Birmingham;
- Proposed location, hours of operation and date of opening;
- Name of owner/operator and outline of previous restaurant experience; and
- Evidence of financial ability to construct and operate the proposed bistro.

After reviewing the material submitted, the City Commission considers all applications for bistros, and selects which applications, if any, shall move forward to the Planning Board for a full Special Land Use Permit (SLUP) review. All applications forwarded to the Planning Board are required to provide additional information for review of the bistro as a SLUP including site plans, floor plans, sample menus, interior design details, evidence of financial capability, as well as any other information requested by the Planning Board.

Should the City Commission determine that any initial bistro application satisfy the criteria outlined in Sec. 10-82., the Planning Board will then conduct a Special Land Use Permit, Final Site Plan and Design Review. During this review, bistro applications will be evaluated by the Planning Board based on the criteria set forth in the Zoning Ordinance and Chapter 10 (Alcoholic Liquors) of the City Code, and forwarded back to the City Commission with a recommendation from the Planning Board.

Finally, after a recommendation is obtained from the Planning Board, the City Commission will conduct public hearings to review the selected bistro applications and determine which, if any, bistros to approve for 2025, up to a maximum of two approvals for new establishments, and up to a maximum of two approvals for existing establishments that have been in operation for more than 5 years in the City.

In accordance with the process outlined above, the following applicants submitted a summary for the initial review process prior to the April 1, 2025 deadline established by the City Commission:

- The Amalfi Coast – 768 N. Old Woodward
- Kemosabe (Café Succo) – 600 N. Old Woodward

Both of the proposed bistros are located in the northern portion of the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit. The Amalfi Coast would be a new establishment, and Kemosabe could be considered an existing establishment. A brief analysis of the two applications may be found below:

The Amalfi Coast – This new bistro is proposed to be placed at the very northern end of Downtown Birmingham in an area that contains a mix of office, retail, personal service and food/drink establishments. At this time, there are no food/drink establishments that serve alcohol for on premise consumption in the direct vicinity. The closest bistros are Luxe, which is located at 525 N. Old Woodward and Salvatore Scallopini at 505 N. Old Woodward. The Amalfi Coast is planning to offer Italian fare, which is relatively underrepresented in the City. The applicant would be a new operator, so the track record would be considered clean at this point. In terms of zoning, the applicant will likely face little challenge with seat counts, as the suggested address and sample layout is of modest size, which would likely translate into a bistro with less than 65 seats inside or outside. In relation to outdoor dining, the applicant will face challenges placing outdoor dining along

the storefront, as the sidewalk width would not permit such. At this time, the applicant appears to be proposing outdoor dining at the rear of the building, which may be an appropriate solution.

Kemosabe – This bistro is proposed in a tenant space that currently contains Café Succo at the northern end of Downtown Birmingham. Similarly, there are no food/drink establishments that serve alcohol for on premise consumption in the direct vicinity. The closest bistros are Luxe, which is located at 525 N. Old Woodward and Salvatore Scallopini at 505 N. Old Woodward. Kemosabe does not appear to maintain much of the existing Café Succo menu/fare. Instead, Kemosabe will offer a variety of dishes that are described as creative, fun, and casual. Should the bistro be moved forward, the concept would include an expansion of the building and new outdoor dining at grade and on an open second story. Seating appears to meet the requirements of the bistro ordinances.

Should the City Commission wish to consider the two applications received as of April 1, 2025, the applicants will be given a time to verbally present their concepts to the City Commission, without the use of PowerPoint presentations, display boards or other visual aids. A suggested time frame would be a five-minute presentation of the concept by the applicant, with a five-minute period for questions from the City Commission. The City Commission will then discuss the application, and consider directing the application to the Planning Board for full Special Land Use Permit, Final Site Plan and Design Review.

LEGAL REVIEW:
The City Attorney has reviewed the submissions and has no concerns as to form and content.

FISCAL IMPACT:
There are no fiscal impacts for this agenda item.

SUSTAINABILITY:
Not applicable.

DESIGN CONSIDERATIONS:
Not applicable.

PUBLIC COMMUNICATIONS:
There are no required public communications for this agenda item. If any bistros were to be selected this round, each Special Land Use Permit, Final Site Plan and Design Review will be noticed in compliance with Article 7, Sections 7.01 and 7.35 of the Zoning Ordinance.

SUMMARY:
The Planning Department requests that the City Commission, in accordance with the City's review process for bistros, review the attached submission packets for The Amalfi Coast and Kemosabe and consider whether the Commission would like the applicant to conduct a brief presentation and respond to any questions in order to determine whether to take further action regarding the application.

After hearing any presentations, and after some discussion, the Planning Department would then request that the City Commission consider directing The Amalfi Coast and Kemosabe to submit a

Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

ATTACHMENTS:
Please see attached the following documents:

- The Amalfi Coast – 768 N. Old Woodward
- Kemosabe – 600 N. Old Woodward

SUGGESTED ACTION:
Make a motion adopting a resolution to move forward with the bistro applications for The Amalfi Coast and Kemosabe and permit each bistro to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

OR

To take no action on any bistro application at this time.

The Amalfi Coast Bistro Application

---

1. Concept and Description of The Amalfi Coast

- **Bistro Name**: The Amalfi Coast
- **LLC Name**: Amalfi Bistro Club, LLC
- **Location**: 768 N Old Woodward Ave., Birmingham, MI 48009 (previously operated as The French Lady).
- **Concept**: Upscale Mediterranean & Italian themed bistro, evoking the charm of Italy's Amalfi Coast. Patrons will encounter authentic cuisine elements, décor, and ambiance, bringing a special experience to Birmingham.
    - **Cuisine**: Authentic Mediterranean & Italian dishes with fresh ingredients and creativity.
    - **Ambiance**: Sophisticated yet welcoming, with a Mediterranean aesthetic—bright interiors, seaside-inspired design, and vibrant colors. The outdoor dining area will offer the feel of a Mediterranean terrace as we aim to rehabilitate/repurpose the existing back deck overlooking the ravine. The goal is to get the necessary approvals to make it functional in all seasons. This will provide bespoke outdoor dining optionality that doesn't currently exist within the city.
    - **Enhancement to Birmingham**: By combining authentic Italian dining with the outdoor patio seating overlooking the ravine, this concept offers a unique dining experience in Birmingham, catering to those seeking an immersive Italian atmosphere, which currently isn't represented in the area.

2. Financial Ability to Execute the Project

- **Applicant's Financial Capability**:
  Amalfi Bistro Club, LLC has access to sufficient liquidity, ensuring full financial capability to fund both any construction and operation of the bistro. Proof of assets will be presented upon request, showcasing our readiness to move forward with the project.

3. Track Record with the City

- **Previous Experience**:
  This is the first business venture of Amalfi Bistro Club, LLC within the city of Birmingham. As such, there is no prior track record, but we are committed to building a positive relationship with the city and its residents. We understand the importance of addressing city and community concerns promptly. One of our founders currently lives in Birmingham and has been a lifelong resident.

4. Site Plan and Facility Suitability

- **Location Suitability**:
  The location will be 768 N Old Woodward Ave. It’s currently outfitted as a small restaurant, ensuring it meets the city's seating and capacity requirements. The site features both indoor and outdoor dining capabilities, contributing to the aesthetic and functional requirements for a bistro in Birmingham.
- **Health and Sanitary Facilities**:
  The existing facilities meet the necessary health and sanitary standards as per city regulations. These facilities will be further enhanced in line with the upscale concept of The Amalfi Coast.

5. Location

- **District**:
  The Amalfi Coast will be located in Birmingham's N Old Woodward Ave. segment, at 768 N Old Woodward, contributing to the district's growing selection of high-quality dining establishments. While there are a few bistros within a walking distance, including Market North End, Luxe and Salvatore Scallopini, our focus on combining authentic Mediterranean & Italian cuisine fused with the intimate atmosphere and outdoor dining off the ravine, will differentiate us and fulfill a niche demand.

6. Cuisine Representation

Appetizers

 Sausage and Peppers – Italian and Basturma sausage sautéed with a variety of peppers, shaved potatoes, and spices.
 Hummus – Organic garbanzo beans blended with tahini and garlic, served with fresh pita.
 Amalfi Shrimp – Lightly breaded and pan-seared shrimp with Mediterranean seasoning.
 Vittore Beef Carpaccio – Thinly sliced premium beef, drizzled with olive oil and citrus.
 Ceviche Sardinia – Fresh seafood marinated in citrus juices with Mediterranean herbs.
 Bacon-Wrapped Dates – Sweet dates wrapped in savory bacon, finished with a balsamic reduction.

Misto & Salads

 Iraqi Salad – Cucumber, garbanzo beans, pickled beets, and tomatoes.
 Badinjan/Melanzana – Eggplant, peppers, cucumber, onions, and tomatoes.

 Mediterranean Salad – Crisp greens, olives, feta, cucumbers, tomatoes, and lemon dressing.
 Amalfi Insalata – A classic Italian-inspired salad with fresh seasonal ingredients.
 Salumi (House Antipasto) – A curated selection of cured meats, cheeses, and marinated vegetables.

House Specialties

 Shawarma – Slow-cooked beef and chicken, seasoned with Middle Eastern spices.
 Noni's Gravy – Braised short rib in a cherished family marinara recipe, served over noodles or rustic bread.

Primo Mangiare (Main Courses)

 Tagliata Delmonico – Grilled Delmonico steak with balsamic vinegar, olive oil, and rosemary.
 Filet Mignon – A tender, high-quality cut of beef, grilled to perfection.
 Abbacchio Roasted Lamb – Slow-roasted, bone-in young lamb infused with aromatic spices.
 Chicken Cream Chop – Lightly breaded and pan-fried chicken, available with or without coastal sauce.
 Coastal Kufta – Authentically prepared beef and chicken skewers, richly spiced.
 Masgouf – Whole white fish, grilled and topped with spiced tomato sauce, served over rice.

Dolce Vita (Desserts & Beverages)

 Bananas Foster – Caramelized bananas flambeed with rum and served over ice cream.
 Baba's Napolitana Sweet Cake – A traditional Neapolitan-style cake with delicate flavors.
 Amalfi Lemon Sorbet – A refreshing citrus treat, highlighting the flavors of Italy's Amalfi Coast.
 Turkish Coffee – Bold and aromatic, prepared in the traditional style.
 Cappuccino & Espresso – Authentic Italian coffee beverages made with expertly brewed espresso.

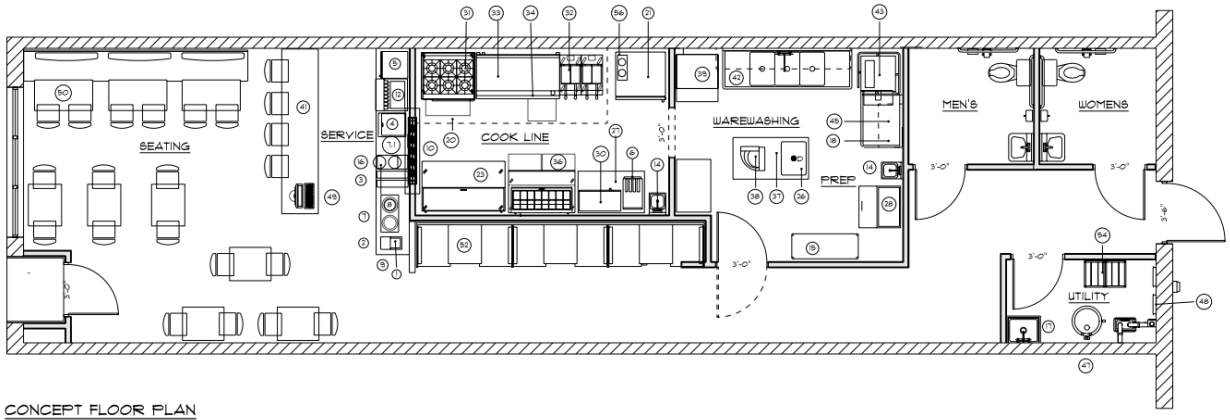
- Fortunately, there aren't additional restaurants within walking distance that offer an adjacent menu. Salvatore Scallopini is the closest in proximity, located ~ 0.2 miles from the proposed location. We invested time looking into and researching other restaurants in Birmingham: Bella Piatti, Casa Pernoi and La Strada. All with the goal of carefully crafting our menu to avoid significant overlap.

7. Outstanding Obligations to the City

- **Outstanding Obligations**:
  Amalfi Bistro Club, LLC does not have any outstanding financial obligations to the city, such as unpaid property taxes or utility bills.

Additional Information for Consideration

- **Proposed Opening Date**: Targeting 2H 2025.
- **Hours of Operation**: The bistro will operate from 11:00 AM, to 10:00 PM, Sunday - Wednesday and 11:00 AM, to 11:00 PM Thursday - Saturday with extended hours for weekend brunches and special events.
- **Unique Characteristics**: In addition to the cuisine and ambiance, The Amalfi Coast will offer an extensive Mediterranean/Italian wine list and artisanal cocktails, making it a destination for both casual diners and special occasions.



CONCEPT FLOOR PLAN
SCALE: 1/4" = 1'-0"


The Art of Foot & Ankle - Minimally...
MASQ beauty
Lilly Lashes
Baker Blinds & Vestalia Home
Window treatment store
Rouge River
796
Lori's Salon
Baus The Grooming House
790
650
Sterr & Doon
Men's clothing store
N Old Woodward Ave
720
KOHLER Signature Store by First Supply
Kitchen & Bath Collections
KOHLER Signature Store by First Supply
Bathroom supply store
John M Sushko DDS PC
Alex Emilio Salon
Roma Sposa Bridal Atelier
Bridal shop
722
716
Edward Jones - Financial Advisor: Tom Aubrey
FACE FOUNDRIÉ - Birmingham

8D



KEMO SABE

A Bistro

WHO ARE WE

OWNER

Robert Esshaki
Rudy's Market and Catering

ARCHITECT

Victor Saroki
VSA Architects

DEVELOPER

Brian Najor
Najor Companies

LEGAL

Kelly Allen
Adkinson, Need & Allen

EXECUTIVE CHEF



Chef Josh Stockton was born and raised in Michigan, where his passion for the culinary arts developed from an early age.

After graduating from The Culinary Institute of America, he moved to Las Vegas, working at Daniel Boulud Brasserie inside the Wynn Las Vegas He then accepted a position at Blackberry Farm, iIt was here that he fine-tuned his personal cooking style and sharpened his techniques.

In 2014, he returned to his hometown of Detroit and opened Gold Cash Gold, a locally sourced farm-to-table restaurant.
Following Gold Cash Gold, his travels took him back to Las Vegas, where he opened Eataly at Park MGM, followed by Kassi at the newly rebranded Virgin Hotel Las Vegas.

Along with his wife and daughter, Josh decided to move back to Michigan to raise their daughter in their hometown. Upon returning to Michigan, he took on the role of Director of Culinary Operations at the Daxton Hotel.



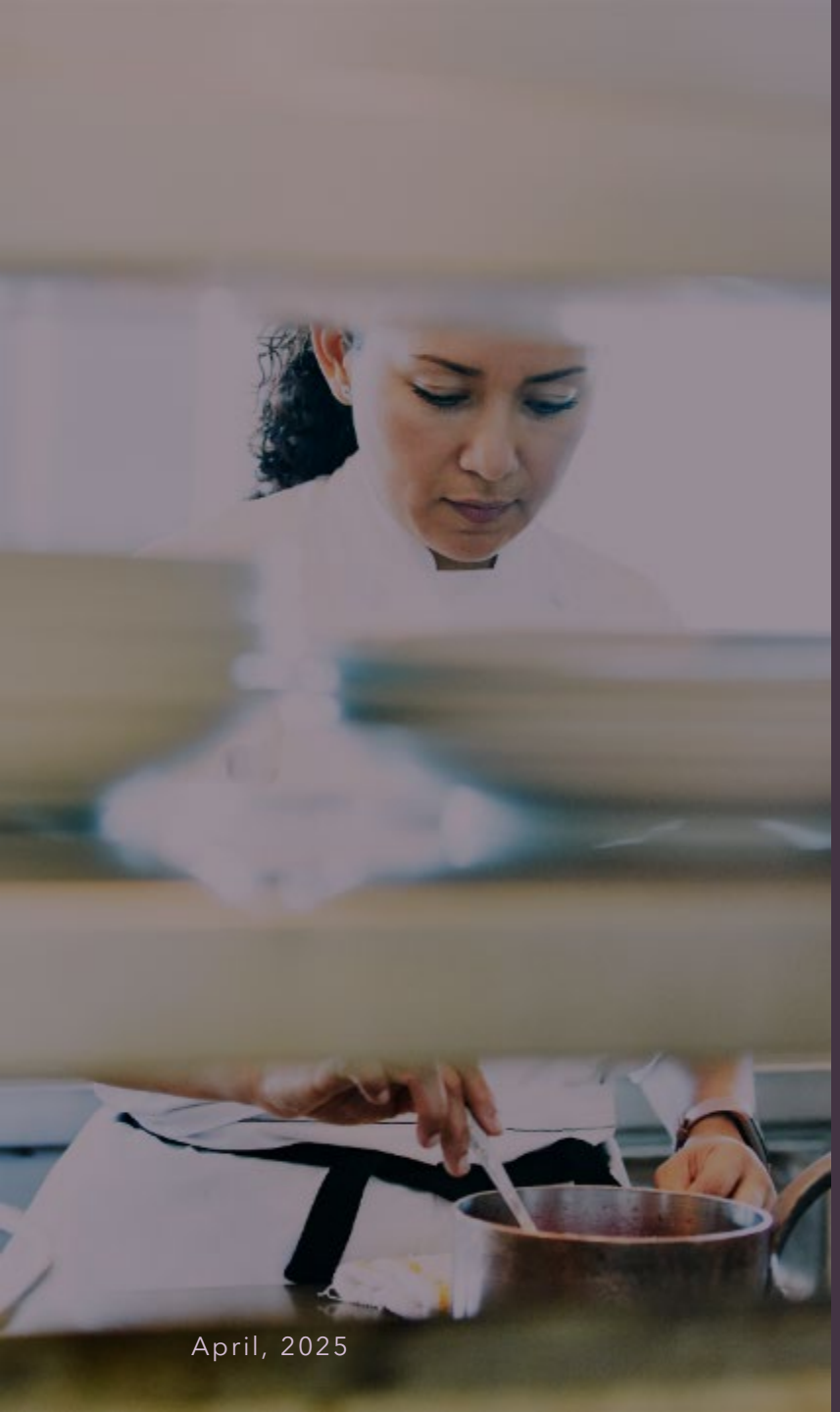
GENERAL MANAGER

Jean-Baptiste (JB) Caillet was born in the Loire Valley, France. He attended the University of Houston's Hilton School of Hotel and Restaurant Management. After, JB traveled through South America for five years, working with Francis Mallmann in Punta del Este, Uruguay.

In 1994, JB arrived in New York City and started his career at Aquavit with Marcus Samuelsson, in 1997, he helped open Balthazar as a manager. Building on this success, he opened his own restaurant in Brooklyn, À Table, which launched in January 2000. In 2002, JB opened a gourmet grocery store in Fort Greene called L'Epicerie, with imported and organic foods. In 2007, he joined Bouley as a Captain, later becoming a Service Manager.

JB then joined HP Restaurant Group in the Financial District, over five years, he opened several locations, including Le District, as General Manager. He later opened Cecconi's in DUMBO as the General Manager until its closure in March 2020 due to the pandemic.

In 2020, Jean-Baptiste moved to Michigan and began his Michigan journey as General Manager at Toast for three years and, most recently, he served as the General Manager at Casa Pernoi.



April, 2025

MENU

NOW SERVING

Green Salad $14.99
Heirloom lettuces, pickled shallot, sherry vinaigrette

Chopped Salad $16.99
bacon, egg & ranch dressing

Kale Caesar $14.99
garlic sourdough crumbs, parmesan & classic caesar dressing

- Add chicken breast – $8.99
- Add avocado – $2.99

Chopped Chicken Liver $14.99
Seared, chilled, and chopped, with salted butter and toast

Honey-Fried Chicken $24.99
Chili, sesame seeds & cilantro

Roasted Marrow Bones $25.99
Beef cheek marmalade & toast

Matzah Ball Soup $10.99

Blueberry Muffin $6.99
Grilled seared blueberry muffin, chocolate sauce & housemade strawberry jam

TRADITIONAL SANDWICHES

Single Cheeseburger $14.99

Double Cheeseburger $18.99

Fried Bologna Sandwich $14.99

- Add Egg – $3.49
- Add Bacon – $6.99

WITH EGGS

Crispy Fries $13.99
Mornay sauce, garlic aioli & fried farm egg

Crispy Potato Hash $18.99
duck heart gravy

Chilaquiles $23.99

Foie Gras $26.99
Scrambled eggs & toast

Omlette $14.99
Roasted peppers, espelette & fresh chevre

ON THE SIDE

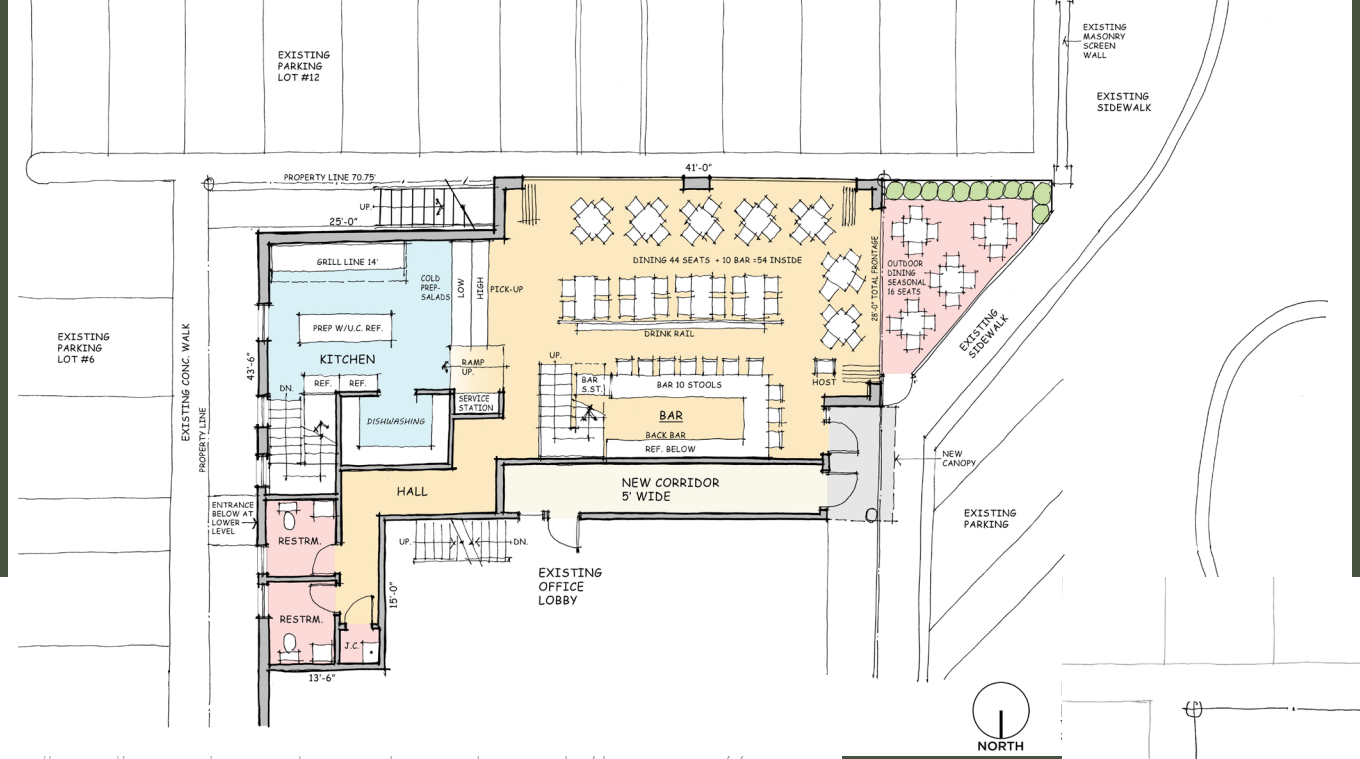
Thick Cut Peppered Bacon.....$14.99

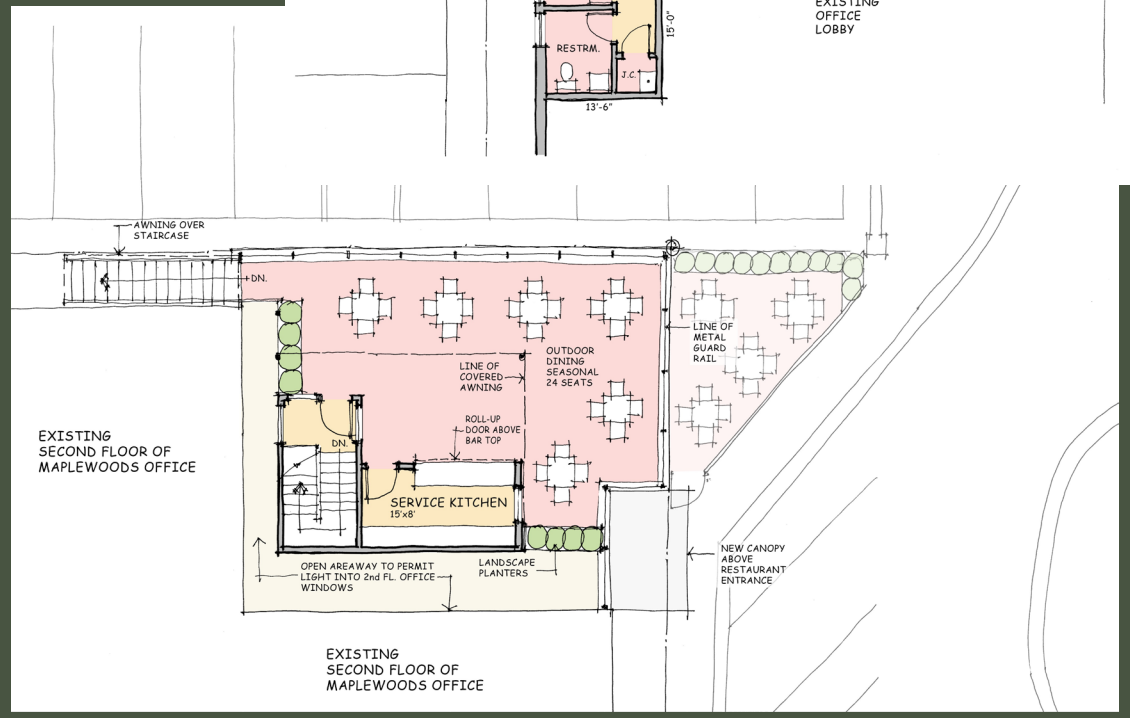
Bread & Butter Pickles.....$4.99

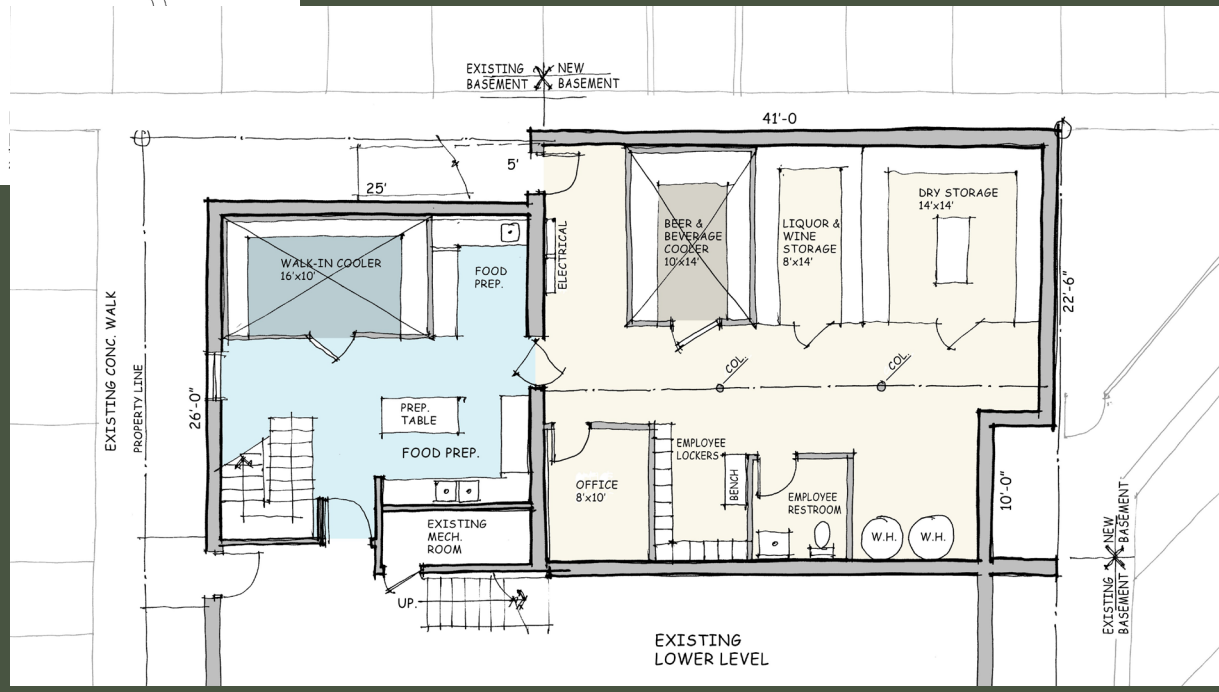
French Fries $8.99

Freid Farm Egg $3.49

Hash Browns $8.99


EXISTING PARKING LOT #12
EXISTING MASONRY SCREEN WALL
EXISTING SIDEWALK
PROPERTY LINE 70.75'
41'-0"
UP.
25'-0"
GRILL LINE 14'
COLD PREP-SALADS
LOW
HIGH
PICK-UP
DINING 44 SEATS + 10 BAR =54 INSIDE
DRINK RAIL
28'-0" TOTAL FRONTAGE
OUTDOOR DINING SEASONAL 16 SEATS
EXISTING SIDEWALK
EXISTING PARKING LOT #6
EXISTING CONC. WALK
PROPERTY LINE
43'-6"
PREP W/U.C. REF.
KITCHEN
REF.
REF.
DN.
RAMP UP.
SERVICE STATION
DISHWASHING
UP.
BAR S.ST.
BAR 10 STOOLS
BAR
BACK BAR
REF. BELOW
HOST
NEW CANOPY
HALL
NEW CORRIDOR 5' WIDE
EXISTING PARKING
ENTRANCE BELOW AT LOWER LEVEL
RESTRM.
UP.
DN.
EXISTING OFFICE LOBBY
15'-0"
RESTRM.
J.C.
13'-6"
NORTH


AWNING OVER STAIRCASE
DN.
LINE OF METAL GUARD RAIL
OUTDOOR DINING SEASONAL 24 SEATS
LINE OF COVERED AWNING
ROLL-UP DOOR ABOVE BAR TOP
DN.
EXISTING SECOND FLOOR OF MAPLEWOODS OFFICE
SERVICE KITCHEN 15'x8'
OPEN AREAWAY TO PERMIT LIGHT INTO 2nd FL. OFFICE WINDOWS
LANDSCAPE PLANTERS
NEW CANOPY ABOVE RESTAURANT ENTRANCE
EXISTING SECOND FLOOR OF MAPLEWOODS OFFICE


EXISTING BASEMENT
NEW BASEMENT
41'-0
5'
25'
WALK-IN COOLER 16'x10'
FOOD PREP.
ELECTRICAL
BEER & BEVERAGE COOLER 10'x14'
LIQUOR & WINE STORAGE 8'x14'
DRY STORAGE 14'x14'
22'-6"
COL.
COL.
EXISTING CONC. WALK
PROPERTY LINE
26'-0"
PREP. TABLE
FOOD PREP.
EMPLOYEE LOCKERS
BENCH
OFFICE 8'x10'
EMPLOYEE RESTROOM
W.H.
W.H.
10'-0"
EXISTING MECH. ROOM
UP.
EXISTING LOWER LEVEL
EXISTING BASEMENT
NEW BASEMENT

SUMMARY

KemoSabe will be a fresh new addition to the already popular and expanding culinary scene in downtown Birmingham.

We will be preparing creative, fun, and casual food that will be talked about around the city. The food at KemoSabe will be for everyone. Portions will be healthy and the food will be moderately priced

HOURS OF OPERATION:

M - Th 11:00am - 11:00pm

Fri - Sat 11:00am - Midnight

Sun 11:00am - 10:00pm

EXPECTED OPENING

Spring, 2026

Development of the North End corridor of Downtown Birmingham by re-utilizing land in a creative and engaging way.
Providing a multi-level, family oriented dining option featuring food options bought fresh from the already popular Farmer's Market.
Outdoor patio seating and a rooftop section dedicated to allowing guests the opportunity to enjoy our great menu items while also taking in the Michigan summer weather and the beautiful views of the North End.
KEMOSABE team will be comprised of individuals with extensive industry experience and a commitment to building a lasting member of the Birmingham dining and social community.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Birmingham Community and Senior Center Prospective Name

1 message

Lindsey Eliason <leliason@communityhousehelps.org> Mon, Apr 14, 2025 at 10:17 AM
To: Clerks Office <clerksoffice@bhamgov.org>, "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Dear Birmingham City Commission,

My name is Lindsey Eliason and I am the Vice President of Finance and Accounting here at The Community House. I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

The Community House has been a major part of Birmingham for over 100 years serving as a gathering place for education, culture, wellness, youth outreach programs, classes, and providing a unique space for community gatherings for all ages. While I have only been a part of this vibrant community and historical organization for about 1.5 years, I have learned very quickly just how deeply connected people are to our mission and our name.

The Community House, along with other longstanding institutions such as the YMCA, NEXT, and the Baldwin Library, has been a central part of the Birmingham community for multiple generations. Each of these organizations has developed a distinct brand and mission, contributing in unique ways to the community's growth and well-being. We 100% support having the YMCA and NEXT here, no question. But we are not just The Community House… we are The *Community’s* House and everything we do raises money that partly goes to supporting our Charity Helping Charities efforts. Therefore, we need people to come through our doors knowing who we are and what we do without unnecessary confusion to fulfill our mission to its fullest potential.

Since The Community House has been a well-established brand presence in Birmingham, we believe that having two organizations with such similar names could create confusion among residents and visitors. Already, we have experienced an increase in calls and visits from NEXT members who mistakenly contact us to inquire about dues, classes, and events. The inclusion of "community" in the name of the proposed center would only amplify this issue, leading to further confusion and frustration for residents, and placing unnecessary strain on our (and their) staff to address these concerns.

We urge you to reconsider the name of the proposed Birmingham Community and Senior Center and suggest Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage. A name that creates confusion could inadvertently undermine Birmingham’s history, and place unnecessary pressure on The Community House’s ability to maintain its brand and long-term sustainability.

Thank you for your attention to this important matter. I am confident that, with thoughtful consideration, we can find a solution that preserves the integrity of both organizations and their respective missions in our community.

Sincerely,
Lindsey

Lindsey Eliason
Vice President of Finance & Accounting
380 South Bates Street, Birmingham, MI 48009
Main: 248.644.5832
Direct: 248.594.6407
Mobile: 734.865.0700
leliason@communityhousehelps.org

Our mission is to impact lives through exceptional educational, cultural and social experiences to provide the funds to support outreach programs to help others in need.

Follow us on Facebook | Twitter | LinkedIn | communityhousehelps.org

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Birmingham Community and Senior Center Prospective Name

1 message

Ryan Friedrich <rfriedrich@communityhousehelps.org> Mon, Apr 14, 2025 at 11:44 AM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

I am the Corporate Executive Chef and Vice President of The Community House, since July 2021. I have worked in some capacity in Birmingham for over 10 years. I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

My concern with the prospective name of the new space “Birmingham Community and Senior Center” is that it will be confusing for people. Whether it be for Birmingham citizens or for guest of either business. I would hate to have a wedding, or any other type of event hosted here and for some of the guests or various vendors to go to the new space. The names are simply to similar.

Please take this into consideration moving forward.

Thank you

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To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/SA0PR19MB4586B239555E24499E80B1AEC5B32%40SA0PR19MB4586.namprd19.prod.outlook.com.

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Birmingham Community and Senior Center

Alison Gaudreau <akgaudreau@gmail.com> Fri, Apr 11, 2025 at 3:25 PM
To: clerksoffice@bhamgov.org, city-commission@bhamgov.org

Dear Birmingham City Commission,

As a volunteer and friend of The Community House, I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

The Community House has been a foundational part of Birmingham for over 100 years. It’s more than just a building; it’s a place where generations of residents have come to gather, grow, and celebrate.

I became involved at The Community House because I believe deeply in the mission. I have seen firsthand the meaningful role we continue to play in the lives of so many residents. But I am concerned that the proposed name for the new center is so similar to The Community House that it will create significant confusion and frustration for the public.

Birmingham is fortunate to have many respected institutions—like NEXT, the YMCA, the Baldwin Library, and The Community House—that each contribute uniquely to our vibrant community. Naming the new center in a way that closely resembles an existing, well-established organization risks undermining that clarity. It could dilute public understanding of the services offered, delay access to resources, and unintentionally harm the very people we all aim to serve.

We urge you to reconsider the name of the proposed Birmingham Community and Senior Center and suggest Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage. A name that creates confusion could inadvertently undermine Birmingham’s history, and place unnecessary pressure on The Community House’s ability to maintain its brand and long-term sustainability.

Thank you for your attention to this important matter. I am confident that, with thoughtful consideration, we can find a solution that preserves the integrity of both organizations and their respective missions in our community.

Sincerely,

Alison Gaudreau

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

4/21 Agenda - Naming of proposed "Birmingham Community and Senior Center"

1 message

Tim Hunt <THunt@communityhousehelps.org> Thu, Apr 10, 2025 at 9:46 AM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, Office of the City Clerk <clerksoffice@bhamgov.org>

Dear Birmingham City Commission,

I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

I have had the privilege of working at The Community House since 2006, and during this time, Birmingham has become not only my professional home but also a city I hold in great regard. The Community House has been a cornerstone of Birmingham for over 100 years, since 1923, serving as a hub for education, culture, wellness, youth outreach programs, classes, and providing a unique space for community gatherings.

The Community House, along with other longstanding institutions such as the YMCA, NEXT, and the Baldwin Library, has been a central part of the Birmingham community for multiple generations. Each of these organizations has developed a distinct brand and mission, contributing in unique ways to the community's growth and well-being.

Our concern lies in the similarity between the proposed name, "Birmingham Community and Senior Center," and our own organization’s name. The Community House has a well-established brand presence in Birmingham, and we believe that having two organizations with such similar names could create confusion among residents and visitors. Already, we have experienced an increase in calls and visits from NEXT members who mistakenly contact us to inquire about dues, classes, and events. The inclusion of "community" in the name of the proposed center would only amplify this issue, leading to further confusion and frustration for residents, and placing unnecessary strain on our (and their) staff to address these concerns.

We urge you to reconsider the name of the proposed Birmingham Community and Senior Center and suggest Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage. A name that creates confusion could inadvertently undermine Birmingham’s history, and place unnecessary pressure on The Community House’s ability to maintain its brand and long-term sustainability.

Thank you for your attention to this important matter. I am confident that, with thoughtful consideration, we can find a solution that preserves the integrity of both organizations and their respective missions in our community.

Sincerely,

The Community House

Tim Hunt
Vice President of Patron Relations

380 South Bates Street, Birmingham, MI 48009
Main: 248.644.5832
Direct: 248.594.6402
thunt@communityhousehelps.org



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To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/LV2PR19MB595857017BE0D2C00C5D9635A8B72%40LV2PR19MB5958.namprd19.prod.outlook.com.

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Birmingham Community and Senior Center Prospective Name

1 message

Camille Jayne <cjayne@communityhousehelps.org> Sat, Apr 12, 2025 at 5:24 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>
Cc: Camille Jayne <cjayne@communityhousehelps.org>

Dear Birmingham Commissioners:

I am the Board Chair, and Interim President of The Community House, and was the President & CEO from Fall of 2011-Spring of 2015. I had lived in Birmingham for over 20 years. I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled "Birmingham Community and Senior Center," be added to the agenda for the upcoming meeting on April 21, 2025.

I am very concerned if the prospective name of the new entity: "Birmingham Community and Senior Center" becomes the permanent name, as it will definitely cause tremendous confusion in the community for both The Community House and the new entity. While The Community House has been an established presence in Birmingham for 102 years, people continually mistakenly refer to us as The Birmingham Community Center or The Community Center. And we know (not just believe) that having two organizations with such similar names with "Community" in the name will create tremendous confusion among residents and visitors. We are already experienced an increase in calls and visits from NEXT members who mistakenly contact us to inquire about dues, classes, and events. The inclusion of "Community" in the name of the proposed center would only amplify this issue, leading to further confusion and frustration for residents, and placing unnecessary strain on our (and their) staff to address these concerns (at best), and potentially cause harm to The Community House's nonprofit livelihood and sustainability.

We have been known as the "Community's" House for over 100 years, open to all with no membership fee. Adults and youth come here to get enrichment and learn. We serve as a hub for professional development and adult enrichment, cultural arts, wellness through yoga, dance classes, healthy cooking classes and workshops for coping. We offer weekly free coffee/tea social times for community members to mingle with friends and meet new ones providing a uniquely beautiful space for community gatherings.

As a nonprofit that receives no help through millage from the City, we have to work especially hard to raise the funding we need to support our giving back efforts programs through marketing awareness in the community for our Outreach Programs for children in need: 21st Century Leaders, a 9 month leadership program for 8th graders; Student Art Town art workshops and displays for elementary through high school students; and a teen obesity prevention program.

Additionally, every single one of our community events or programs raises money that partly goes to support our Charity Helping Charities mission to help our seven nonprofit "sister" partners to support people with disabilities, food insecure families, at risk girls, and underserved business women in Detroit: FAR, Birmingham Youth Assistance; Friendship Circle; Project 2; Women of Tomorrow; United Community Family Services; Horizons Upward Bound. We will soon be adding Big Brothers Big Sisters as a nonprofit partner to support. We need people to come through our doors and having another large entity in Birmingham with the name Community as part of this will certainly dampen our ability to deliver on our mission: "To impact lives through exceptional educational, cultural and social experiences to provide the funds to support outreach programs to help others in need."

The Community House, along with other longstanding institutions such as the YMCA and NEXT, has been a central part of the Birmingham community for multiple generations. Each of these organizations has worked hard to develop a distinct brand and mission, and has contributed in unique ways to the community's growth and well-being. We 100% support having the YMCA and NEXT here, no question. However, I feel the City needs to respect, help and honor all of us. Even though The Community House is not technically part of the City's budget, it has served the City of Birmingham and surround communities significantly. *Remember, the more people who come through our doors, the more who walk directly out our doors through Shain park to frequent Birmingham's businesses and restaurants.* Why our nonprofit might not be considered as important to protect and support as much as NEXT and YMCA is baffling to me.

To summarize: my concern, and that of the entire TCH team, lies in the similarity that the proposed name, "Birmingham Community and Senior Center" and The Community House name will cause tremendous confusion. We urge you to remove the word "Community" from the entity's name and consider instead the name of Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage.

Thank you for your attention to this important matter. I hope that with thoughtful consideration you strongly consider an alternate name that preserves the integrity of both organizations and their respective missions in our community.

Sincerely,

Camille Jayne

Camille Jayne
Chief of Revitalization
Board Chair

The Community House

380 South Bates Street
Birmingham, MI 48009
Main: 248.644.5832
Cell: 248.762.2520
communityhousehelps.org

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Agenda Topic: Birmingham Community and Senior Center Prospective Name

1 message

Kallabat, Mallory A. <mkallabat@clarkhill.com> Mon, Apr 14, 2025 at 9:49 AM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Dear Birmingham Commissioners:

I write to you today as a member of the board of directors of The Community House. I am a lifelong resident of Metro-Detroit, and have worked professionally within the Downtown District of the City of Birmingham for over ten years. In all capacities, I have witnessed the importance and now revitalization of The Community House, and recognize how much potential it has to continue its efforts to assist community members in the City and beyond. Given the history of The Community House and its recognition with community members, I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled "Birmingham Community and Senior Center," be added to the agenda for the upcoming meeting on April 21, 2025.

I am certain the new center in development will play an integral part in the City's connection to its residents. While I am not a resident, I wholly support the efforts and proposed use of the new project. My only concern is the name of the project. If the "Birmingham Community and Senior Center" becomes the permanent name of the proposed project, it is certain to cause confusion in the community. I am concerned that residents will associate the new project with The Community House. While both serve important purposes in the City and ideally can collaborate to better serve the community in the future, they are separate organizations and must be recognized as such. While The Community House has been an established presence in Birmingham for 102 years, people continually mistakenly refer to us as the "Birmingham Community Center" or "The Community Center." Given the already mistaken references to The Community House, having two organizations with such similar names within the community will ensure continued confusion among residents and visitors. The Community House already receives a number of calls and visits from NEXT members who mistakenly contact us to inquire about dues, classes, and events. The inclusion of "community" in the name of the proposed center will only amply this issue for The Community House, and is sure to lead to the similar mistaken calls to the new project once it is launched.

Similar to other longstanding institutions such as the YMCA and NEXT, The Community House has been a central part of the Birmingham community for multiple generations. Each of these organizations has worked hard to develop a distinct brand and mission, and has contributed in unique ways to the community's growth and well-being. **We 100% support having the YMCA and NEXT here**. We simply want to ensure that our organization continues to be viewed as separate and distinct, while continuing to serve its purpose in the community. We also want to ensure that our nonprofit is considered as important to protect and support as YMCA and Next. Even though The Community House is not technically part of the City's budget, it has served the City of Birmingham and surround communities significantly. We strongly believe that the more people who come through our doors, the more who walk directly through Shain park and stop into Birmingham's wonderful businesses and restaurants.

To summarize: my concern, and that of the entire TCH team, lies in the similarity that the proposed name, "Birmingham Community and Senior Center" and The Community House name will cause tremendous confusion. We urge you to remove the word "Community" from the entity's name and consider instead the name of Birmingham Recreation and Senior Center. We ask that careful thought be

given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage.

Thank you for your attention to this important matter. I hope that with thoughtful consideration you strongly consider an alternate name that preserves the integrity of both organizations and their respective missions in our community.

Mallory A. Kallabat

Clark Hill

220 Park St., Suite 200, Birmingham, MI 48009

+1 248.530.6342 (office) | +1 248.345.2305 (cell) | +1 248.988.2307 (fax)

mkallabat@clarkhill.com | www.clarkhill.com

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Birmingham Community and Senior Center Prospective Name

1 message

'Matthew McCormick' via City Commission <city-commission@bhamgov.org> Mon, Apr 14, 2025 at 11:54 AM
Reply-To: Matthew McCormick <matthew@metalbuiltllc.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Dear Birmingham Commissioners:

I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025. I am requesting this because I feel this will cause great confusion with the already existing name and purpose of "The Community House" located in Downtown Birmingham.

Thank you for your attention to this matter!

Thanks,
Matt

METALBUILT

Matt McCormick | Director of Business Development
C: 248.885.2615 ·W: 586.786.9106 · matthew@metalbuiltllc.com
metalbuilt.com · 50171 E Russell Schmidt Blvd · Chesterfield, MI 48051
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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Birmingham Community and Senior Center Prospective Name

1 message

Will Neef <wneef@berline.com> Mon, Apr 14, 2025 at 12:33 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Dear Birmingham Commissioners:

My name is Will Neef and I am part of The Community House Board of Directors. I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

Working with The Community House as a board member as well as through a professional relationship, I have seen the confusion that already occurs with other community houses or community centers, including those not within Birmingham. Introducing the “Birmingham Community and Senior Center” would create tremendous confusion between the two entities and cause unnecessary strain on both facilities as well as community members looking to utilize both services. I have seen this already occur through staff at The Community House but also see the impact, current and potential with online searches and presences. I feel differentiating the names and removing “Community” from the proposed name is essential in fixing this foreseen issue.

While The Community House has been an established presence in Birmingham for 102 years, people continually mistakenly refer to us as The Birmingham Community Center or The Community Center. And we know (not just believe) that having two organizations with such similar names with “Community” in the name will create tremendous confusion among residents and visitors. We are already experienced an increase in calls and visits from NEXT members who mistakenly contact us to inquire about dues, classes, and events. The inclusion of "Community" in the name of the proposed center would only amplify this issue, leading to further confusion and frustration for residents, and placing unnecessary strain on our (and their) staff to address these concerns (at best), and potentially cause harm to The Community House’s nonprofit livelihood and sustainability.

To summarize: my concern, and that of the entire TCH team, lies in the similarity that the proposed name, "Birmingham Community and Senior Center" and The Community House name will cause tremendous confusion. We urge you to remove the word “Community” from the entity’s name and consider instead the name of Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage.

Thank you for your attention to this important matter. I hope that with thoughtful consideration you strongly consider an alternate name that preserves the integrity of both organizations and their respective missions in our community.

All the best,

Will Neef
Social Media

BERLINE
D: 248-425-0562

wneef@BERLINE.com
BERLINE.com

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Birmingham Community and Senior Center Prospective Name

1 message

'Deric Righter' via Clerks Office <ClerksOffice@bhamgov.org> Sun, Apr 13, 2025 at 3:38 PM
Reply-To: Deric Righter <DRighter@firstmerchants.com>
To: "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>, "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Dear Birmingham Commissioners:

I have lived in the Birmingham area all my life since my parents moved here in 1961. My wife and I have raised our three children here and we attend St. James Episcopal Church in downtown Birmingham. I am also a board member of the Community House and I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

I am very concerned if the prospective name of the new entity: “Birmingham Community and Senior Center” becomes the permanent name, as it will definitely cause tremendous confusion in the community for both The Community House and the new entity. While The Community House has been an established presence in Birmingham for 102 years, founded by members of my church, St. James, people continually mistakenly refer to us as The Birmingham Community Center or The Community Center. And we know (not just believe) that having two organizations with such similar names with “Community” in the name will create tremendous confusion among residents and visitors. We are already experienced an increase in calls and visits from NEXT members who mistakenly contact us to inquire about dues, classes, and events. The inclusion of "Community" in the name of the proposed center would only amplify this issue, leading to further confusion and frustration for residents, and placing unnecessary strain on our (and their) staff to address these concerns (at best), and potentially cause harm to The Community House’s nonprofit livelihood and sustainability.

We have been known as the “Community’s” House for over 100 years, open to all with no membership fee. Adults and youth come here to get enrichment and learn. We serve as a hub for professional development and adult enrichment, cultural arts, wellness through yoga, dance classes, healthy cooking classes and workshops for coping. We offer weekly free coffee/tea social times for community members to mingle with friends and meet new ones providing a uniquely beautiful space for community gatherings. As a nonprofit that receives no help through millage from the City, we have to work especially hard to raise the funding we need to support our giving back efforts programs through marketing awareness in the community for our Outreach Programs for children in need: 21st Century Leaders, a 9 month leadership program for 8th graders; Student Art Town art workshops and displays for elementary through high school students; and a teen obesity prevention program.

The Community House, along with other longstanding institutions such as the YMCA and NEXT, has been a central part of the Birmingham community for many generations. Each of these organizations has worked hard to develop a distinct brand and mission, and have contributed in unique ways to the community's growth and well-being. I fully support having the YMCA and NEXT here as valuable members of the vibrant Birmingham community that we all love. However, my concern and that of my fellow Community House board members, lies in the similarity that the proposed name, "Birmingham Community and Senior Center" and The Community House name will cause tremendous confusion. We urge you to remove the word “Community” from the entity’s name and consider instead the name of Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its

visibility in media coverage, bond ballots, and building signage. The Community House is long-standing and important treasure of our beloved Birmingham and we do not want current and future citizens and visitors to be unclear about our role and mission.

Thank you for your attention to this important matter. I hope that with thoughtful consideration you strongly consider an alternate name that preserves the integrity of both organizations and their respective missions in our community.

Best regards

DERIC **RIGHTER, CFP® , CEPA®**

First Vice President

Regional Manager, Private Wealth Adivsors East Region (MI, OH, Fort Wayne)

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BUSINESS VISION
The Long View
— 2025

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Birmingham Community and Senior Center

1 message

Sarah Schuster <sschuster@communityhousehelps.org> Mon, Apr 14, 2025 at 12:43 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Dear Birmingham City Commission,

I am writing to respectfully request that the subject of the proposed name of the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

I have had the distinct pleasure of becoming part of the exceptional staff and community members who seek The Community House for learning opportunities, quality childcare, and important life celebrations with their family and friends. The Community House is an essential hub of community social activity for the Birmingham area. Residents enjoy engaging with The Community House in a multi-faceted fashion. Families that have important life events with us also enroll in our awesome educational programing. ECC families enjoy having events that bring their child’s community together such as our Easter Brunch, concert series, and other events. This provides a unique social center for residents that differs from the future offerings of the YMCA’s new use.

The similarity between the proposed name, "Birmingham Community and Senior Center," and our own organization’s name The Community House will certainly be confusing for the citizens of Birmingham. This confusion would likely lead to future frustration among the members of the community looking to enroll in the various offerings of each organization. We would love to see a mutual success for each program that benefits the residents of Birmingham in a clear and definitive way.

We urge you to reconsider the name of the proposed “Birmingham Community and Senior Center” and suggest Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage. A name that creates confusion could inadvertently undermine Birmingham’s history, and place unnecessary pressure on The Community House’s ability to maintain its brand and long-term sustainability.

Thank you for your attention to this important matter. I am confident that, with thoughtful consideration, we can find a solution that preserves the integrity of both organizations and their respective missions in our community.

Sincerely,

Sarah Schuster

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Downtown Comment on Community Center

1 message

friedrex@aol.com <friedrex@aol.com> Fri, Apr 4, 2025 at 12:32 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>
Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "abingham@bhamgov.org" <abingham@bhamgov.org>

Ladies and Gentlemen:

Having joined the Writers Group at NEXT some years ago, I've been following the planning for the new Community Center, albeit from a distance. In doing so I've gained the impression that the initially simple relocation of NEXT from Midvale to Lincoln has morphed into a bazaar of competing expectations that could well result in a facility substantially at odds with the needs of NEXT and its members. I recall that the shorthand reference to the vote for funding to purchase the building at 400 E. Lincoln was the "senior millage." Early on, the YMCA was to vacate the site but is now returning, and great concern has been expressed over the potential loss of the pool. As for the latter, I've heard that as an alternative, resident access to the BPS pools was considered at one time but not realized.

Now I'm learning of a proposal that NEXT members be directed to the Community House for certain activities, which overlooks the downside of the parking arrangements there: a crowded lot with metered spaces or a distant (for some with mobility issues) multi-story parking garage. If the planning continues on its present trajectory, I foresee a grand edifice with an Olympic-size pool and high diving platforms while NEXT is accommodated in an adjacent shipping container. Beyond that, a hookah lounge, a pinball arcade and a zip line are not to be discounted.

I had supposed my apprehensions were a fever dream until I saw the attached opinion in the April issue of Downtown, suggesting similar misgivings from that engaged and respected community observer and which I transmit for your perusal.

Paul Seibold
921 Knox

489-Downtown Apr 25_NEXT Home.pdf
1901K

election.

The Michigan Green Communities Challenge was established in 2009 as a means of benchmarking sustainability efforts and providing a statewide networking and technical assistance program. In 2023, 63 communities across the state, including the cities of Birmingham and Royal Oak, as well as other neighboring municipalities, took up the challenge to fulfill the bulk of 127 sustainability benchmarks that include climate adaptation; energy efficiency in government, commercial and residential buildings; recycling and hazardous waste handling; and encouraging a balance between economic growth and preserving open green space, as a few examples.

To recognize achievement participating communities are awarded bronze, silver and gold or platinum seals. Birmingham was one of 36 communities achieving gold status for 2023, along with Royal Oak, Berkley, Ferndale, West Bloomfield

Dupuis tells us that the city set goals and the public clearly wanted water and stormwater as the number one issue, even among the set who may not have global warming as a major concern. From there a goal was developed to increase the city's capacity to infiltrate or capture an added 500,000 gallons of stormwater per rainfall.

The city's plan covers a variety of climate issues, some of which may require ordinance changes to help prepare Birmingham for future climate challenges. In the process of working to reach sustainability goals, the city may realize some financial savings which can be redirected at covering expenses that will likely come with reaching 2035 and 2050 goals.

Frankly, the city and neighboring Royal Oak are considered among the leaders when it comes to being proactive – developing plans now to manage what the future, most people agree, may bring.

And that's a good thing when we see what is

Among them are rules impacting air, water and climate quality, such as power plant emissions, especially coal plants, for which regulations will be relaxed as they apply to toxic metal emissions; elimination of greenhouse gas reporting rules; reconsideration of wastewater rules that apply to mercury and arsenic; and relaxing of national emission standards for manufacturing, for starters. Then there is the planned closure of the lab in Hawaii that posts daily stats on atmospheric carbon dioxide concentrations, along with the closure of all Environmental Justice Centers and a push to get rid of the National Oceanic and Atmospheric Administration.

All of this makes it even more critical that states and local communities carry forward on the effort to address climate issues. Kudos to the community of Birmingham and neighboring municipalities who are helping to lead the way on this important endeavor. DT

Providing a home for the Next organization

The Birmingham City Commission, city workers, the Ad Hoc Senior/Recreation Center Committee and officials with the Next organization and the YMCA have certainly been consumed for just shy of two years as they have plowed through the mountain of details and decisions surrounding the proposed new Next senior/recreation center for the city.

City officials in June of 2023 purchased what was then the building housing the YMCA at 400 E. Lincoln, with the intent of providing a home for the Next senior services organization that had been anchored at the Midvale School which the Birmingham School District intends to make a facility for an early childhood center.

The nature of the proposed city center has changed a bit since the old YMCA building was bought by the city for $2 million, $500,000 of which was put up by the Next organization. For a variety of reasons, it was determined that rehabbing the E. Lincoln structure was not the logical way to proceed so now the city is looking at constructing a new facility to house Next, the YMCA and provide a recreation place for city residents.

As of this writing unofficial word has it that Next and the YMCA have pretty much agreed on the use of space in the new building, so one more hurdle has been crossed on a project that will cost in the neighborhood of $30 million, underwritten by bonds that will take 20 years to pay off.

Having watched with regularity the detailed discussions at city commission meetings on this project, we understand that commissioners can easily go astray at times, which we think they did in the last month with their efforts to reduce the size of the proposed building to help possibly lower construction costs. A few commissioners started raising questions of whether some activities by the Next organization couldn't be held at other buildings in the area. There were even suggestion of having Next pursue possible shared space at The Community House (TCH) in the city, including use of the TCH kitchen.

We think in the process that something has gotten lost – the original intent of having sought out a permanent *home* for the programs and services of Next. And we can't stress too much the word *home*.

We think the services and programs offered by Next help complete the overall offerings by the city of Birmingham. A permanent *home* is essential for Next which serves a specific segment of the population from here and surrounding member communities. The city of Birmingham is fortunate to have a long-established, professional group such as Next with which it can partner to offer – at a considerable savings we might add – services and programs for the older portion of the population that should be part of any progressive, well-planned community.

It makes no sense to force this group to attend Next offerings in multiple locations in the city as opposed having all activities centralized in one facility that becomes a familiar destination for this older population – a place they can call *home*. DT

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Importance of NEXT

1 message

bteasdale@comcast.net <bteasdale@comcast.net> Wed, Apr 2, 2025 at 12:47 PM
To: city-commission@bhamgov.org, jecker@bhamgov.org
Cc: abingham@bhamgov.org

Dear City Commissioners,

I am an active member of NEXT and am writing to ask for your support in building a new home for this important organization. I take exercise classes five days a week at NEXT, enjoy the NEXT book club and attend lectures, presentations and concerts there each and every week. Although there are other venues that offer these kinds of activities, NEXT is the only place that caters specifically to the unique needs of the senior community. Importantly, I've made many good friends there.

With your help, I look forward to many more great experiences at NEXT.

Sincerely,

Barbara Teasdale

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Birmingham Community and Senior Center Prospective Name

2 messages

'Brad Wolf' via Clerks Office <ClerksOffice@bhamgov.org> Mon, Apr 14, 2025 at 11:32 AM
Reply-To: Brad Wolf <bwolf@theagencyre.com>
To: city-commission@bhamgov.org, clerksoffice@bhamgov.org

City Commissioners,

Please see attached letter.

Thank you in advance for your consideration,

THE **AGENCY**
HALL & HUNTER
A Global Marketing and Sales Organization

J. BRADLEY WOLF
Managing Partner
c. 248.568.3810
o. 248.644.3500
TheAgencyRE.com/HallandHunter

Letter to Commissioners.pdf
217K

'Taylor, Jacob' via Clerks Office <ClerksOffice@bhamgov.org> Mon, Apr 14, 2025 at 11:37 AM
Reply-To: "Taylor, Jacob" <jacob.taylor@pnc.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Dear Birmingham Commissioners:

I am Vice Chair of The Community House board and respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

I am very concerned if the prospective name of the new entity: “Birmingham Community and Senior Center” becomes the permanent name, as it will definitely cause tremendous confusion in the community for both The Community House and the new entity. Even this last Friday while attending our annual gala numerous guests called the Community House the Community Center. Even after 100 years, people are still making this mistake.

The Community House, along with other longstanding institutions such as the YMCA and NEXT, has been a central part of the Birmingham community for multiple generations. Each of these organizations has worked hard to develop a distinct brand and mission, and has contributed in unique ways to the community's growth.

To summarize: my concern, and that of the entire TCH team, lies in the similarity that the proposed name, "Birmingham Community and Senior Center" and The Community House name will cause tremendous confusion. We urge you to remove the word “Community” from the entity’s name and consider instead the name of Birmingham Recreation and Senior Center. We ask that careful thought be given to the potential impact of such a name, particularly regarding its visibility in media coverage, bond ballots, and building signage.

Thank you for your attention to this important matter. I hope that with thoughtful consideration you strongly consider an alternate name that preserves the integrity of both organizations and their respective missions in our community.



Jacob J. Taylor

SE Michigan and NW Ohio Market Leader

PNC-Certified Women's Business Advocate

PNC Private Bank

755 W. Big Beaver Road

15th Floor

Mail Stop: R1-YB94-15-1

Troy, MI 48084-4929

(p) 248.729.8429 | (c) 248.421.2125 | (f) 248.729.8807

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THE AGENCY

Birmingham City Commissioners, 4/14/25

I am reaching out as a board member / past chair of The Community House kindly requesting the subject of the proposed name for the City of Birmingham project, currently titled "Birmingham Community and Senior Center" be added for the upcoming meeting on April 21, 2025.

The Community House has been a part of my family over the past 100+ years of its existence. My late grandmother had much involvement throughout the 100 yrs of her life, as well as my mother spending over a decade working in the administration offices while I attended middle school. I personally have also been involved as a business owner in the City of Birmingham and supporting The Community House for decades.... and most recently I serving on the board over the last 10 years.

Although I am always in support of our wonderful City proposing ideas and projects to further what Birmingham has to offer, it comes with great concern understanding the proposed name of the subject project above will create confusion to the public's perception and understanding of our 100+ year old mission in the community.

I would like to request and strongly urge to consider a different name for "Birmingham Community and Senior Center". I believe there are many other naming ideas excluding the word Community would be just as effective and much less confusing for the public, as well as both of the entities mentioned above.

Sincerely,

J. Bradley Wolf
TCH Board Member
Managing Partner, The Agency Hall & Hunter

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Naming of the YMCA Building Project

1 message

David Hocker <dhocker@globalfacilitiesinc.com> Mon, Apr 14, 2025 at 1:28 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, Martha Valone <clerksoffice@bhamgov.org>

Hello-

My name is David Hocker and I reside at 898 Pilgrim in Quarton Lake Estates. It has come to my attention that the above topic will be discussed at an upcoming Commission Meeting and for the sake of clarity, I would like to make sure that the "title" of this project is accurately named. In my opinion it should be Birmingham Recreation & Next Center. The inclusion of "community" within the title could potentially create a situation where residents could assume "The Community House" which this project is not. Let's be clear of the topic so there is no opportunity for confusion.

Respectfully,

David C. Hocker

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Birmingham Community and Senior Center Prospective Name

1 message

ROSIE KOUL <zrosiekoul@att.net> Mon, Apr 14, 2025 at 2:23 PM
To: city-commission@bhamgov.org

Dear City Commission & City Manager,

I am writing to respectfully request that the subject of the proposed name for the City of Birmingham project, currently titled “Birmingham Community and Senior Center,” be added to the agenda for the upcoming meeting on April 21, 2025.

As the Commission moves through the process to consider a bond vote to Birmingham residents, it is crucial to evaluate the name and nomenclature which will be used in city communications to the public, local media, and voter ballot language.

City of Birmingham’s history demonstrates a consistent focus on excellence and application of business principles to create a uniquely desirable city to work, live and play.

It is essential that we honor the history of the City of Birmingham in this naming process. The Civic Center of Birmingham was intentionally designed to include City Hall, Shain Park, Baldwin Library, and The Community House. This civic center was created to operate as a destination and enriching community gathering area. One hundred years later, it is iconic and the picture of Birmingham.

In addition, the YMCA has been a cornerstone of our community for 150 years, focusing on recreational activities and access for all. NEXT has served as an important coordinator of senior services for multiple area communities for the past 50 years.

Together, The Community House, Baldwin Library, YMCA, NEXT in addition to Shain Park, Birmingham Museum and area churches create a rich fabric of community experiences and activities for all ages.

Sound branding principles require an evaluation of all existing city organizations, regardless of direct city budget funding, to create a name which is accurate, distinct and beneficial to all.

It is vital the City debates naming options with a keen eye to understanding our rich history, the existing names of non-profits, and the potential for negative harm by using similar or repetitive names.

There are multiple naming options which can be considered which supports all the non-profits while accurately describing new services. In no way can the City be viewed as harming existing non-profits for the benefit of another non-profit or new city entity. All of them work together and must be equally considered.

Thank you for considering this request. I look forward to healthy, insightful, professional debate which I have seen as the standard of City Commission.

Sincerely,

Z. Rosie Koul
662 Purdy
As a Private Resident

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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Birmingham Community and Senior Center Prospective Name

1 message

Maria Scarvelis <mscarvelis@communityhousehelps.org> Mon, Apr 14, 2025 at 6:57 PM
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

Dear Birmingham Commissioners-

My name is Maria Scarvelis, and I currently serve as the Senior Manager of Event Sales at The Community House. I've proudly called Birmingham home for the past 18 years and have had the privilege of helping create meaningful events that bring our residents together in this vibrant and special community.

I'm writing to respectfully request that the subject of the proposed name for the City of Birmingham's new project—currently titled *"Birmingham Community and Senior Center"*—be added to the agenda for the upcoming meeting on April 21, 2025.

As someone who works closely with the public and regularly interacts with both residents and visitors, I am deeply concerned that this name will lead to significant confusion between The Community House—an established nonprofit institution serving Birmingham for over 100 years—and this new City entity. Despite our century-long presence, we are frequently misidentified as "The Birmingham Community Center" or "The Community Center," and we've already seen a growing number of inquiries from NEXT members mistakenly contacting us about their programs, dues, or classes.

The inclusion of the word *"Community"* in the new center's name will only intensify this issue. It not only places additional strain on our team, who work hard to clarify these frequent mix-ups, but it may also dilute our brand and negatively affect the fundraising and outreach efforts that are essential to our sustainability as a nonprofit.

The Community House has long served as a welcoming and inclusive gathering place with no membership requirements. We host hundreds of enrichment opportunities for youth and adults alike—ranging from cultural arts, professional development, wellness programs, and culinary classes, to weekly free coffee socials that promote connection and friendship. We've also built a strong and ongoing commitment to outreach, including initiatives such as our *21st Century Leaders* youth program, *Student Art Town*, and a teen obesity prevention initiative.

Furthermore, every event we host contributes to our *Charity Helping Charities* mission, which supports seven local nonprofit partner organizations—and soon, *Big Brothers Big Sisters*—serving individuals with disabilities, underserved youth, women entrepreneurs, and food-insecure families.

The Community House is a vital part of the fabric of Birmingham—just like NEXT and the YMCA, with whom we fully support and collaborate. Each of our organizations has a unique mission, identity, and impact. We simply ask for the same consideration and protection of our name and brand identity, which we've worked hard to establish and maintain without City millage support.

Therefore, I respectfully request that the Commission reconsider the name "Birmingham Community and Senior Center" and explore alternatives that avoid confusion and preserve the integrity of both organizations. A name such as *Birmingham Recreation and Senior Center* would be more distinctive and avoid overlap, while still accurately reflecting the center's purpose.

Thank you for your time, attention, and service to our city. I appreciate your thoughtful consideration of this matter and trust that the best interests of the entire Birmingham community will be kept in mind.

Warm Regards,

Maria Scarvelis



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BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Wimbleton Project

Jaclyn Schultz <jaclynrbouchard@gmail.com> Wed, Apr 9, 2025 at 11:14 AM
To: city-commission@bhamgov.org

Dear City Commissioners,

My name is Jaclyn Bouchard and I live at 715 Wimbleton Drive. I'm writing in response to the meeting this week on Monday April 7th. My husband and I watched the entirety of the Wimbelton agenda items on Zoom and I have a few thoughts to share. Note that our home is located on what would be the second phase of the project.

First, thank you to the commission for your time and attention devoted to this project. I think we all feel the points of tension surrounding this project, and my hope it can help inspire reflection and change.

What I learned Monday night about the current state of the water and sewer lines on Wimbleton is frightening. I am deeply concerned about the safety of my family and neighbors due to the negligence of maintenance on the water and sewer systems. Replacing the water main so that the fire department can adequately fight a house fire is urgent, if not an emergency. The city needs to replace the underground infrastructure to restore the safety of the residents and should not postpone this due to the risk it is inflicting on the residents. That said, the city should also simply put the road back the way they found it - with a cape seal. Paving the road is a by-product of a necessary and urgent infrastructure repair. It is not fair to pass on these costs to the residents when again, it is a serious and significant safety concern.

The response may be that this is the standard policy or the way it has always been done - but that doesn't mean it's right. Change and deviation from the historic policy should happen when warranted, as it is in this situation. The city's hands seem to be tied in the RFP and estimating process which is why it could not deliver an accurate project estimate. This inaccuracy and resident push-back is likely only going to repeat itself throughout the north end of the neighborhood and throughout the rest of the unimproved road projects in the city. It is completely wrong to expect residents to foot the bill on project costs that cannot be estimated accurately during the planning phase. Due to this, the city should cover the majority, if not all of the cost of this project. Or, I support Brad Host who suggested that the city cover the overage of what was estimated originally vs what was quoted. I would ask that the entire commision discuss and consider this scenario as well.

Our roads and infrastructure are deteriorated significantly around the city. I ask that the city prioritize basic infrastructure needs before frivolous spending - like on a new senior center. Please delay non-urgent or unnecessary projects until our basic needs are met.

Lastly, As mentioned by other residents time and time again, Wimbleton is a through street. It is used daily as a cut trough and will degrade much faster than an average residential street. There must be some consideration and adjustments given to the cost ratio in non-standard cases.

I appreciate the pause on this project to investigate cost saving measures and efficiencies, however, I hope this can be an opportunity to have an open mind to different approaches and updated policies and procedures. The tone in the meeting was very focused on the negative and the problems and challenges. Instead, I hope the mindset will be shifted toward solutions and a process and plan that makes sense.

I know we all can agree that this project is a necessity. But, I ask for you all to reflect on injustices inflicted on the residents and how we can use the learnings from this project to inspire change. Please, do the right thing by making health and safety of Birmingham residents the top priority.

Thank you for your consideration and support,
Jaclyn Bouchard

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BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Fwd: Wimbleton - Concerned About Quote

2 messages

Jason Emerine <jemerine@bhamgov.org> Mon, Apr 7, 2025 at 6:59 AM
To: Alex Bingham <abingham@bhamgov.org>, Jana Ecker <jecker@bhamgov.org>, Melissa Fairbairn <mfairbairn@bhamgov.org>, Mark Clemence <clemencem@bhamgov.org>

---------- Forwarded message ---------
From: **Kristie Bidlake** <kristiecoplin@gmail.com>
Date: Sun, Apr 6, 2025 at 7:05 PM
Subject: Wimbleton - Concerned About Quote
To: jemerine@bhamgov.org <jemerine@bhamgov.org>

Hi Jason,

Wimbleton is due for a road enhancement this year.

Last fall the city told us it would cost $47 - $80 per linear foot of property frontage to add curbs to Wimbleton and to cape seal the road surface. Now they dropped the bomb that it's going to instead be $171.20 per linear foot. That is an increase of 214% over the upper end of the quoted price range. They have told us nothing about the bidding process, how many bids were obtained, etc.

If I missed this bad in my job I would be fired. I feel like I have been directly lied to so we would fall in line and do what they want.

What options do we have as citizens? This type of Tom Foolery is unacceptable.

Kristie Bidlake
139 Wimbleton Dr.

Melissa Fairbairn <mfairbairn@bhamgov.org> Mon, Apr 7, 2025 at 12:12 PM
To: Jason Emerine <jemerine@bhamgov.org>
Cc: Alex Bingham <abingham@bhamgov.org>, Jana Ecker <jecker@bhamgov.org>, Mark Clemence <clemencem@bhamgov.org>

Hi Jason,

Thank you for forwarding us the resident's concerns. Melissa Coatta is prepared to answer questions from the Commission about the project's bid process and possible next steps. For your background information on the project:

- The cape seal treatment was estimated at $30-$50 per foot in the last Summer/Fall 2024. The estimate of $47-$80 for cape seal and curbs was presented to the Commission at the October 28, 2024 meeting. The Commission ultimately decided to pursue that option.
- The Engineering Department determined those estimates based on previous projects: Westwood and the annual cape seal program. Westwood had existing curbs and a small amount was removed and replaced due to water/sewer laterals or possible maintenance issues for DPS.
- There was no intent to mislead the public by providing an underestimate of what the project would cost homeowners. The City's standard competitive bidding process was followed and we received 3 bids all of which were higher than anticipated.
- It is possible to change the scope of the project to cape seal with no curbs and ask the three bidders for new bids. This would delay the project timeline a bit but is a possible solution to the resident's concerns.

Melissa Fairbairn
Assistant City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009
Direct Line: 248.530.1807

mfairbairn@bhamgov.org

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

[Quoted text hidden]

BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Addendum to communication 4/4/25 - Fiscal Responsibility

1 message

'Kristy Barrett' via City Commission <city-commission@bhamgov.org> Sat, Apr 5, 2025 at 6:32 PM
Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

City Commissioners,

There have been several queries about the email I sent to the City Commission for record, on Friday. Thank you for reading! The basis for the CC communication about fiscal responsibility and the current uncertain economic climate was prompted by (but not limited to) two items on the CC 4/7/25 agenda.

CC Meeting Agenda 4/7/2025:

VI. Consent Agenda

F. Resolution to amend the asset allocation table in the Retiree Health Care Fund Investment Policy Statement as recommended by the Retiree Health Care Investment Committee.

Optics: an overfunded Investment portfolio is a positive status. It is understood this is contractual obligation but must be noted the Retiree Health Care Fund is 131.9% funded currently. However, to property owners (taxpayer) it screams of disproportionate focus. Each of the general and propriety funds of the City are well funded and stable.

VII. New Business

E. Resolution to adopt the Aging in Place (AIP) Citywide Action Plan **in its entirety** and through this plan**, commit to** improving the health, safety, welfare and quality of life for older adults in the City of Birmingham.

Optics: Does this resolution *commit* the CC to provide a facility for Next; increase funding and continue the Senior Millage after 2027? In the AIP Citywide Action Plan there are no financial parameters for costs, funding, or limits. Many of the goals in the report are current initiatives. If goal initiatives do not already exist, what is the responsibility of the City to initiate or enforce? *By the CC adopting a resolution for the AIP Citywide Action Plan what is the CC committing to financially and other City resources? Does this create unnecessary burden on city staff, or other departments such as the police?*

Observations/Facts Today (what residents do realize):

Property values and therefore property taxes continue to rise year over year. Additionally, property owners' expenses, including taxes, rise year over year.

Yet the City continues to return to property owners for additional taxes after over funding internal reserves.

From the City ACFR 2024:

“The City taxable value has increased at an average of 5-6% per year over the last eight years, including an almost 8% increase in fiscal year 2023-2024.”

- The City’s total revenue was $87.5 million, while expenses totaled $66.8 million
- Total Net Position of the City increased by $20.7 million this year
- Total unassigned General Fund balance increased by approximately $5.3 million over the prior year
- Taxes increased by $3.4 million, or 10%, as a result of an increase in taxable values of 7.8%
- The City’s combined total revenue increased $6.9 million or 8.6% from fiscal year 2023 to 2024 (due to property tax increase and charges for service)
- Expenses increased by $2.5 million or 5.7%

As stated in the previous CC communication, although there appears to be significant increases in revenue year after year, there is a cost, and that cost largely is to Birmingham property owners. What residents do not see clearly is any attempt at cutting expenses and focusing on essential needs.

We trust the City Commissioners will weigh heavily any decisions which use taxpayer funds, tax funded resources, or increase taxpayer burden. Further, fiscal restraint in spending would be appreciated.

Regards,

Kristy Barrett
Birmingham

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BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

FromClerksOffice- Bham City Budget 2025-26 - Fiscal Responsibility

1 message

'Kristy Barrett' via Clerks Office <ClerksOffice@bhamgov.org> Fri, Apr 4, 2025 at 7:45 PM
Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

City Commissioners,

As the elected body entrusted with the fiscal stewardship of the City of Birmingham, you are responsible for approving the budget, allocating funds, and determining how taxpayer dollars are spent. Each of you was elected to serve in the best interest of the entire community. I do not envy the weight of this responsibility, and I trust that you will act with the care and foresight such a role demands.

Every year, the taxable value of properties in our city rises, which in turn increases the tax obligations for property owners. Current discussions about a General Obligation Bond to demolish and build a new Commumnty/Senior Center needs to be weighed along with other priorities. While recent city communications suggest the average annual property owners debt millage (based on a TV of $313K) is approximately $212 per property owner, most residents will experience a more significant financial impact. Although this may appear modest on its own, when combined with millages for the Zoo, DSO, SMART, Oakland Parks, the Birmingham parks bond, a 20% year-over-year increase in water and sewage charges, annual utility hikes from DTE, the Senior millage, and school-related taxes, the cumulative burden becomes substantial. Death delivered through a thousand paper cuts.

The broader community would prefer to see strategic investments in critical infrastructure—such as road repairs and water/sewage system replacement—without additional costs to already burdened taxpayers. Many residents believe these foundational improvements should have taken precedence over more cosmetic or non-essential projects like new playground equipment and most certainly before any new bond or millage.

The agenda for the CC meeting 4/7/25 has a resolution to amend the asset allocation table for the *overfunded* Retiree Health Care Fund Investment Policy. What a great quandary to have! Most families with dependant children, young professions building their careers, and retirees on a fixed income would envy this necessity.

Every decision made by the Commission has a direct and lasting impact on the residents of Birmingham. As you deliberate future initiatives and expenditures, I urge you to take into account the current economic uncertainty. Current financial indicators, the volatility in the employment market, and the implications of domestic auto tariffs only heighten the importance of your decisions. Fokr those of you who attend to visual cues, attached is a screen shot which punctuates this economic turmoil of today.

We sincerely hope that you will keep these concerns at the forefront in every decision-making process. The community is depending on your leadership and fiscal responsibility to those who already burdened with the highest property taxes in the state. Please include the attach picture in the communication minutes

Respectfully,

10C

Kristy Barrett
Harmon St
Birmingham MI



BIRMINGHAM
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Alex Bingham <abingham@bhamgov.org>

Fw: Oakland Press article - Birmingham Museum

1 message

'Kristy Barrett' via City Commission <city-commission@bhamgov.org> Fri, Apr 11, 2025 at 6:47 PM
Reply-To: Kristy Barrett <kristybarrett1@yahoo.com>
To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Thought the attached article was important for the City Commission to see the impact of our local museum.
Kristy Barrett

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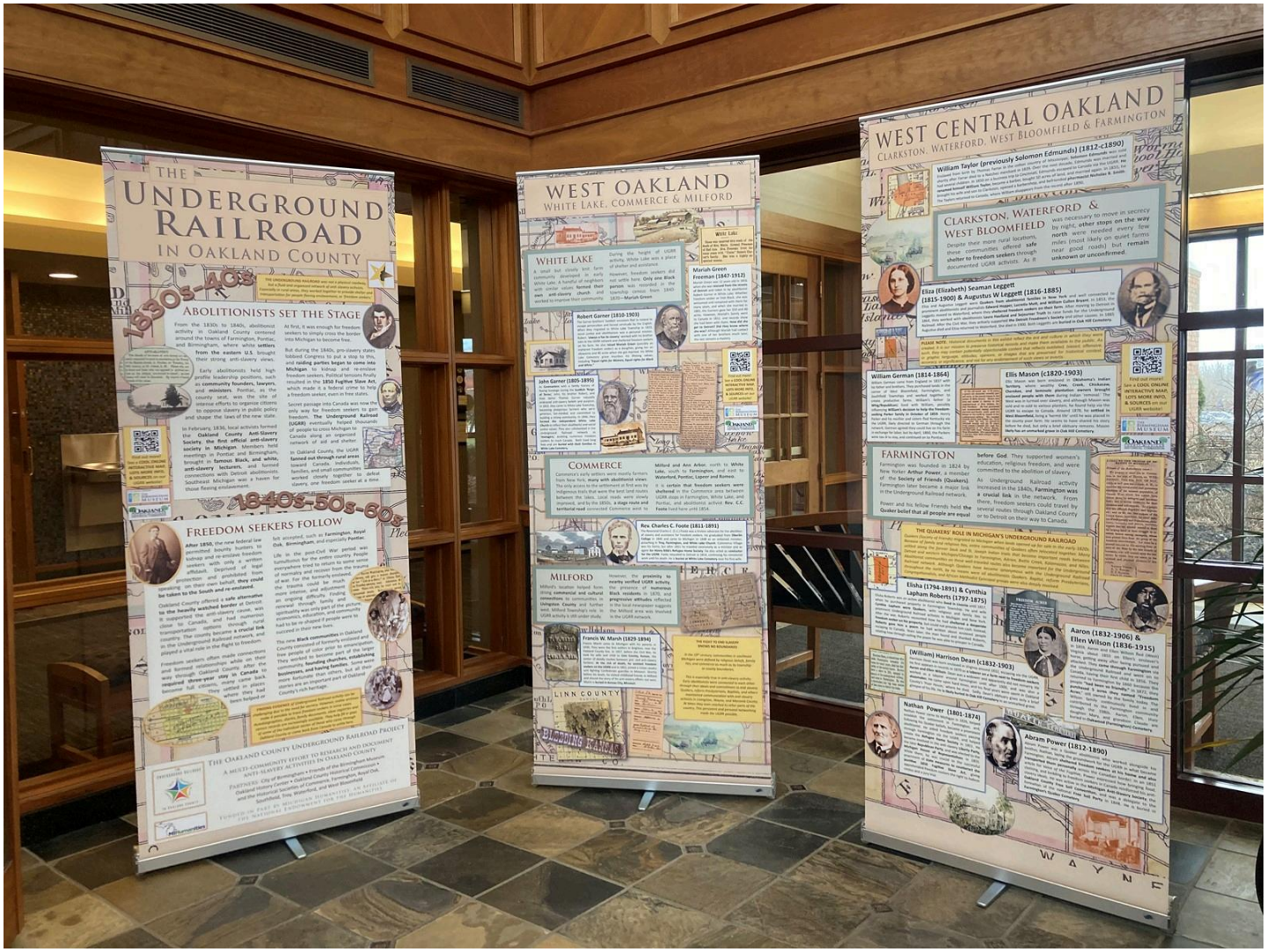
The Oakland Press article Underground Railroad Exhibit.pdf
1190K

OAKLAND COUNTY

Director: Underground Railroad exhibit ‘especially important’ in wake of controversy



A traveling exhibit tells the story of Oakland County connections to the Underground Railroad. PHOTO COURTESY GREATER WEST BLOOMFIELD HISTORICAL SOCIETY

BY ANNE RUNKLE

ARUNKLE@MEDIANEWSGROUP.COM

Leslie Pielack has been surprised at the numbers of people who have visited a traveling exhibit highlighting Oakland County connections to the Underground Railroad.

“It’s unbelievably popular,” said Leslie Pielack, director of the Birmingham Museum and director of the traveling exhibit. “I could never have expected how important this exhibit was going to be.”

“Right now, it’s especially important to people. We want to share the whole story,” she said, referring to a recent controversy over changes to the National Park Service’s webpage that removed the word slavery and references to its brutal realities, according to the Associated Press.

The park service, which maintains a list of historical sites important to the Underground Railroad, reversed the edits after public backlash in the wake of news reports about the changes, the AP said.

The issue comes amid changes made to comply with President Donald Trump’s campaign against so-called diversity, equity and inclusion policies in the federal government, according to the AP.

The Underground Railroad was a secret network of locations and people who offered shelter, food, directions and more to escaped slaves who traveled hundreds of miles from southern states to freedom in the North.

The Oakland County traveling exhibit is not affected by Trump’s DEI order, Pielack said.

It does not receive government funding. It’s funded by private donations and Michigan Humanities and the Michigan History Alliance, she said.

The exhibit has appeared in Oakland County libraries and municipal buildings over the past year. It started with four panels and grew to six as research uncovered additional information about Oakland County residents who assisted slaves seeking freedom or former slaves who settled locally.

As of January, an estimated 60,000 people have visited the exhibit, which tells the stories of local abolitionists and slaves seeking freedom through photos and other documents.

The exhibit, which was a cooperative effort of several area historical organizations, is on display until the end of April at the West Bloomfield Township Hall, 4550 Walnut Lake Road.

The exhibit contains recently added information on two people with West Bloomfield connections:

• William German helped the freedom-seeking Parker family in October 1859. Henry Parker and his mother and sisters fled Kentucky via the Underground Railroad, likely directed to German through the network.

• Ellis Mason was born enslaved in Oklahoma’s Indian Territory. Although Mason was sold and re-sold to various owners, he found help via the Underground Railroad to escape.

Around 1878, he settled in West Bloomfield. Local historians believe he is among half a dozen former slaves buried in unmarked graves in Oak Hill Cemetery in Pontiac.

The traveling exhibit is free wherever it goes. Here is its itinerary for the next year:

• May-June: Brandon Township Public Library

• July-August: Troy Historical Museum

• September-October: Ferndale Area District Library

• November-December: Royal Oak Public Library

• January-March: Oxford Public Library

• April-May: Orion Township Public Library

It will travel to other destinations through December 2026 that have not been determined yet.

No decision has been made about what will happen to the exhibit at the end of next year.

“We’ve received so much positive feedback,” Pielack said. “People have said ‘I wish this could be up all the time. It means so much to my family.’”

To learn more about the National Park Service’s Network to Freedom, a list of more than 800 locations nationwide with a verifiable connection to the Underground Network, visit https://www.nps.gov/subjects/undergroundrailroad/ntf-listings.htm. Several Oakland County sites are on the network.

BIRMINGHAM
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NOTICE OF INTENTION TO APPOINT TO THE HISTORIC DISTRICT STUDY COMMITTEE

At the regular meeting of Monday, June 9, 2025 the Birmingham City Commission intends to appoint three regular members to the Historic District Study Committee to serve three-year terms to expire June 25, 2028.

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, June 4, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Committee Duties

The goal of the Historic District Study Committee is to conduct historical research regarding the proposed designation of historic landmarks or districts in the City of Birmingham.

A majority of the members shall have a clearly demonstrated interest in or knowledge of historic preservation, although City residency is not required if an expert on the potential historic district topic is not available among City residents. The Historic District Study Committee shall include representation of at least one member appointed from one or more duly organized local historic preservation organizations. The meetings are held by resolution of the City Commission.

Criteria/Qualifications of Open Position	**Date Applications Due** **(by noon)**	**Date of Interview**
Members shall have a clearly demonstrated interest in or knowledge of historic preservation.	6/4/2025	6/9/2025

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.

BIRMINGHAM
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NOTICE OF INTENTION TO APPOINT TO THE BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

At the regular meeting of Monday, May 19, 2025 the Birmingham City Commission intends to appoint the following positions to the Birmingham Triangle District Corridor Improvement Authority:

- One regular member with ownership or business interest in the district to serve the remainder of a four-year term to expire December 15, 2028
- One regular member with ownership or business interest in the development area to serve the remainder of a four-year term to expire December 15, 2028
- One regular member with ownership or business interest in the development area to serve the remainder of a four-year term to expire December 15, 2027
- One regular member, a district resident, to serve the remainder of a four-year term to expire December 15, 2027
- One regular member with ownership or business interest in the development area to serve the remainder of a four-year term to expire December 15, 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, May 14, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The Authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the Mayor, or his or her assignee, and six additional members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

Criteria/Qualifications of Open Position	**Date Applications Due** **(by noon)**	**Date of Interview**
No less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.	5/14/2025	5/19/2025

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.

BIRMINGHAM
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NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ZONING APPEALS

At the regular meeting of Monday, May 19, 2025, the Birmingham City Commission intends to appoint one regular member to the Board of Zoning Appeals to serve the remainder of a three-year term to expire October 10, 2025.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, May 14, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

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

Criteria/Qualifications of Open Position	**Date Applications Due** **(by noon)**	**Date of Interview**
Members shall be property owners of record and registered electors.	5/14/2025	5/19/2025

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.

BIRMINGHAM
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NOTICE OF INTENTION TO APPOINT TO THE
AD HOC SENIOR/RECREATION CENTER COMMITTEE

At the regular meeting of Monday, May 5, 2025, the Birmingham City Commission intends to appoint a non-voting student 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, April 30, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission 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

Criteria/Qualifications of Open Position	**Date Applications Due** **(by noon)**	**Date of Interview**
Members must be electors in the City of Birmingham.	4/30/2025	5/5/2025

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.

Bloomfield Township forms new committee to tackle neighborhood road concerns

By: Mary Beth Almond (/reporterbio/Mary-Beth-Almond) **| Birmingham-Bloomfield Eagle (https://www.candgnews.com/newspaper/birminghambloomfieldeagle) | Published March 31, 2025**

BLOOMFIELD TOWNSHIP — Bloomfield Township is taking matters into its own hands to try to fix the township's deteriorating subdivision roads.

"Many of our roads are a mess, to the point where I think they are in critical condition," Township Supervisor Mike McCready said. "We've been holding them together by continuously filling these potholes and it's just a temporary fix. They are getting bigger and bigger and these roads need to be reconstructed."

Many residents are concerned about the condition of their neighborhood roads and have asked township officials about making improvements to them.

"We've had a lot of comments about the roads from residents," McCready confirmed. "They come in, right now, regularly, because of the poor condition and poor upkeep of our roads, in the sense of paving, repaving and recovering."

Most roads in the township's subdivisions are considerably older than the typical 20-year lifespan of a road.

"How many times can you patch a road? They are way past their useful life," McCready said. "Some of these roads are 40-60 years old."

The problem, according to McCready, is there isn't enough money available for the township to provide a long-lasting fix.

"There apparently isn't any money put aside to fix these roads, so we have to look deeper into this to figure out what it is we need to do to get these roads back in drivable and acceptable condition," McCready said.



(https://www.candgnews.com/admin/articles/temp-image/b73399343ecada5b0c96e8bc74ee1ea0.png

Many neighborhood roads across Bloomfield Township are deteriorating, including Bradway Boulevard in Bloomfield Village, and many residents are concerned.
Photo by Patricia O'Blenes

In 1951, lawmakers adopted Public Act 51, which created the Michigan Transportation Fund and established the distribution of funds — from gas taxes and vehicle registration fees — for the maintenance of subdivision roads and major thoroughfares across the state.

In the late 1960s, at the request of the township, Public Act 51 was adjusted to allow the township to enter into a contract with Oakland County to take over the surface maintenance of its own subdivision roads with a "special one-mil millage," according to the township's website. Bloomfield Township is currently the only township in the state that directly provides road maintenance to its residents, township officials said.

INFORMATION ONLY

The township currently levies 0.699 mills of the approved 1 mill, after the Headlee and Proposal A rollbacks. A homeowner with a taxable value of $200,000 pays $138 a year — according to the township's website — which goes toward plowing, salting, sweeping and patching more than 213 miles of concrete, asphalt and gravel subdivision roads, along with the grading and dust control of 30 miles of gravel roads.

The millage, according to officials, was never intended to cover major projects like road replacement or reconstruction or the paving of gravel roads. And to make matters worse, the township can't use PA 51 state funding to provide for their improvement, because subdivision roads do not provide a thoroughfare for general traffic.

"There just hasn't been any good planning and money put aside to take care of our roads," he said. "And if we are relying on Act 51, it just doesn't get into the neighborhoods. It stops at the main roads."

In the meantime, the township has had to create special assessment districts, which puts the responsibility of subdivision road replacement or reconstruction projects on the homeowners in each neighborhood.

INFORMATION ONLY

“We’ve been doing special assessment districts with our neighborhoods, and the assessment per household we’re seeing range anywhere from $25,000 to $60,000, depending on the degree of work that needs to occur, and then it’s financed over 15 years, which only adds more to the cost because you have interest on top of it,” McCready explained.

In response, McCready and Planning Commission Chair Jeff Salz came up with the idea to establish a 10-member committee to look into the township’s road situation.

“We’ve been talking about doing something, a clean-slate type of approach, where nothing is off the table. Every comment, every suggestion, would be addressed to find new and creative ways to address the problem of local roads — we’re talking about subdivision roads, basically,” said Salz.

Trustee Valerie Murray said the committee sounds like a great idea.

“As someone who got my own subdivision roads paved the hard way, I appreciate it,” Murray said. “I think it’s a great idea.”

The committee will include around 10 people — township officials and residents from various neighborhoods.

“We want to get them engaged so they can learn about why we are in this situation and start kind of brainstorming on ideas of what it is we can do to help alleviate, if not resolve, the issue,” McCready explained.

“I think our community will be passionate about it (with) everything we’ve gone through with these SADs (special assessment districts) and potholes, and right now the emails are coming in constantly. It’s a shame we’re in this situation.”

The committee will also communicate directly with the leaders of the township’s various homeowners associations so that all residents will be informed.

“There’s nothing to hide here. We need everybody to know what’s going on with these roads because we’re at a critical point,” added McCready.

Homeowners interested in getting more information about a special assessment district can contact the township’s assessing department at (248) 433-7710.

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For Immediate Release

Contact: Marianne Gamboa
(248) 530-1812

Birmingham Museum Director appointed to Michigan Historical Commission

BIRMINGHAM, MI, April 15, 2025 — The City of Birmingham is pleased to announce that Birmingham Museum Director Leslie Pielack has been appointed to the nine-member Michigan Historical Commission (MHC) by Michigan Senate Majority Leader Winnie Brinks. The MHC advises the director of the Michigan Department of Natural Resources, approves Michigan Historical Markers and takes on special projects and initiatives of interest to Michigan's history and its commemoration.

Pielack will serve a two-year appointment with possible re-appointment. Her first of five annual meetings will take place on Friday, April 25 in Lansing. She views serving on the MHC as an opportunity to recognize the important role of the Birmingham community in Oakland County's history. "I look forward to representing Birmingham and Oakland County with my colleagues in Lansing and the chance to share new perspectives for our mutual benefit," she said.

In addition to her position at the Birmingham Museum, Pielack is a published author whose 2018 book titled *The Saginaw Trail: From Native American Path to Woodward Avenue* highlighted the history of the Saginaw Trail—now Woodward Avenue—and surrounding communities. Pielack has a special interest in studying and sharing local heritage to help us understand the bigger picture of our state and nation. Pielack and the Birmingham Museum led the award-winning Oakland County Underground Railroad Public History project, which identified and documented almost 60 people who were active abolitionists or freedom seekers in local communities. The findings of this project are currently circulating in free public settings around Oakland County and have been seen by over 80,000 people so far.

"Leslie's background in historic preservation makes her an excellent fit for the Michigan Historical Commission," said Birmingham City Manager Jana Ecker. "She has worked on several historic sites in Oakland County and is a strong advocate for the important role of local history in bringing communities together and recognizing our shared heritage."

Learn more about the MHC at www.michigan.gov/mhc/about/advisors-supporters/michigan-historical-commission. Learn more about the Birmingham Museum, the Underground Railroad Public History project, virtual exhibits and Birmingham Uncovered podcasts at bhamgov.org/museum.

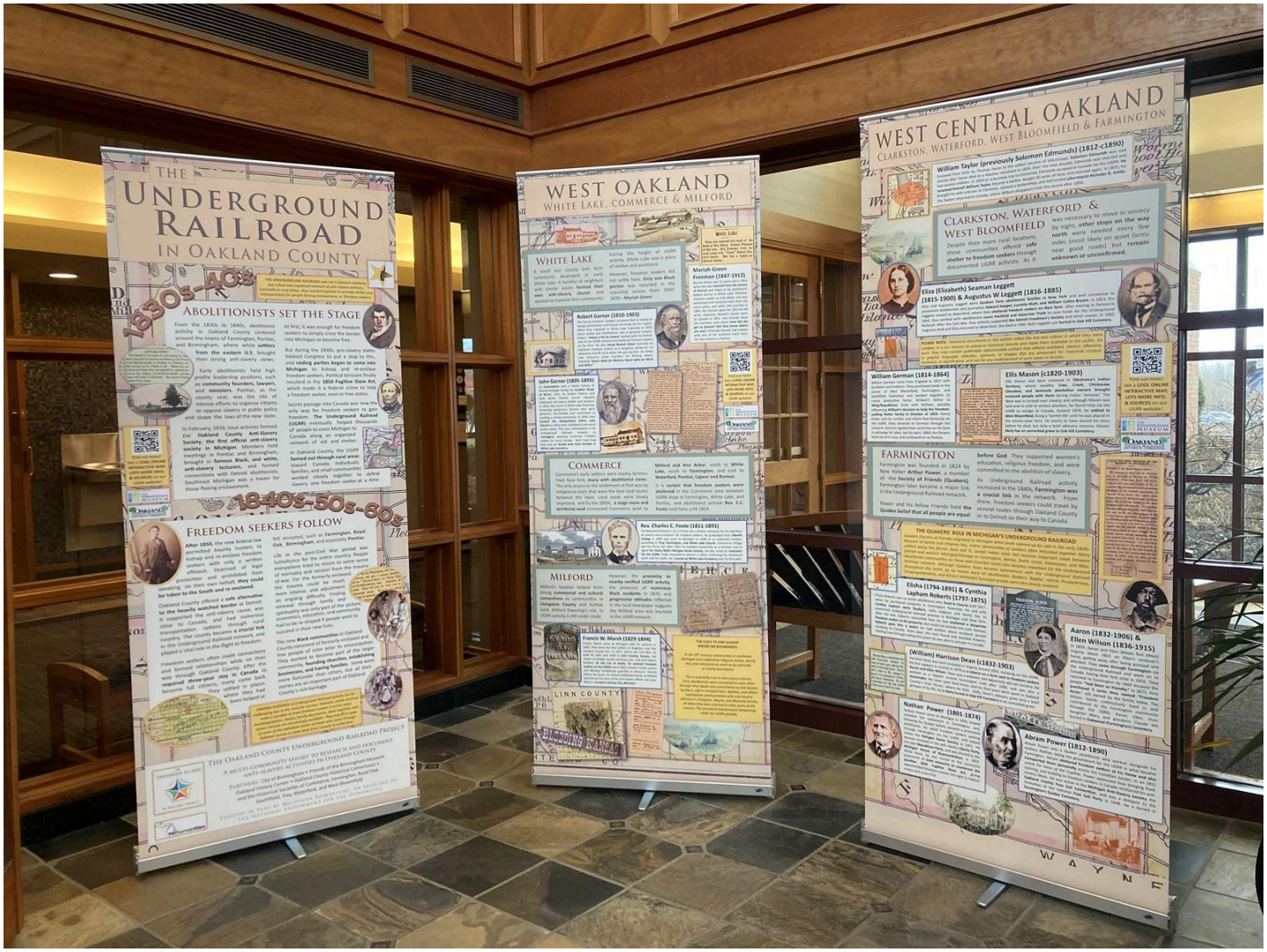
City of Birmingham – A Walkable Community. Visit the city's web site at www.bhamgov.org.

# # #

INFORMATION ONLY

OAKLAND COUNTY

Director: Underground Railroad exhibit ‘especially important’ in wake of controversy



A traveling exhibit tells the story of Oakland County connections to the Underground Railroad. PHOTO COURTESY GREATER WEST BLOOMFIELD HISTORICAL SOCIETY

BY ANNE RUNKLE

ARUNKLE@MEDIANEWSGROUP.COM

Leslie Pielack has been surprised at the numbers of people who have visited a traveling exhibit highlighting Oakland County connections to the Underground Railroad.

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“It’s unbelievably popular,” said Leslie Pielack, director of the Birmingham Museum and director of the traveling exhibit. “I could never have expected how important this exhibit was going to be.”

“Right now, it’s especially important to people. We want to share the whole story,” she said, referring to a recent controversy over changes to the National Park Service’s webpage that removed the word slavery and references to its brutal realities, according to the Associated Press.

The park service, which maintains a list of historical sites important to the Underground Railroad, reversed the edits after public backlash in the wake of news reports about the changes, the AP said.

The issue comes amid changes made to comply with President Donald Trump’s campaign against so-called diversity, equity and inclusion policies in the federal government, according to the AP.

The Underground Railroad was a secret network of locations and people who offered shelter, food, directions and more to escaped slaves who traveled hundreds of miles from southern states to freedom in the North.

The Oakland County traveling exhibit is not affected by Trump’s DEI order, Pielack said.

It does not receive government funding. It’s funded by private donations and Michigan Humanities and the Michigan History Alliance, she said.

The exhibit has appeared in Oakland County libraries and municipal buildings over the past year. It started with four panels and grew to six as research uncovered additional information about Oakland County residents who assisted slaves seeking freedom or former slaves who settled locally.

As of January, an estimated 60,000 people have visited the exhibit, which tells the stories of local abolitionists and slaves seeking freedom through photos and other documents.

The exhibit, which was a cooperative effort of several area historical organizations, is on display until the end of April at the West Bloomfield Township Hall, 4550 Walnut Lake Road.

The exhibit contains recently added information on two people with West Bloomfield connections:

• William German helped the freedom-seeking Parker family in October 1859. Henry Parker and his mother and sisters fled Kentucky via the Underground Railroad, likely directed to German through the network.

• Ellis Mason was born enslaved in Oklahoma’s Indian Territory. Although Mason was sold and re-sold to various owners, he found help via the Underground Railroad to escape.

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Around 1878, he settled in West Bloomfield. Local historians believe he is among half a dozen former slaves buried in unmarked graves in Oak Hill Cemetery in Pontiac.

The traveling exhibit is free wherever it goes. Here is its itinerary for the next year:

- May-June: Brandon Township Public Library
- July-August: Troy Historical Museum
- September-October: Ferndale Area District Library
- November-December: Royal Oak Public Library
- January-March: Oxford Public Library
- April-May: Orion Township Public Library

It will travel to other destinations through December 2026 that have not been determined yet.

No decision has been made about what will happen to the exhibit at the end of next year.

“We’ve received so much positive feedback,” Pielack said. “People have said ‘I wish this could be up all the time. It means so much to my family.’”

To learn more about the National Park Service’s Network to Freedom, a list of more than 800 locations nationwide with a verifiable connection to the Underground Network, visit https://www.nps.gov/subjects/undergroundrailroad/ntf-listings.htm. Several Oakland County sites are on the network.

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