BIRMINGHAM CITY COMMISSION AGENDA
MAY 20, 2024
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, 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

- National Public Works Week Proclamation
- Wear Orange Day - Gun Violence Awareness Proclamation
- Recognizing Amyotrophic Lateral Sclerosis (ALS) Awareness Month 2024

APPOINTMENTS

A. Board of Ethics
   1. Melissa Demorest LeDuc, Esq.
   2. Judy Doyle

   To appoint _____ as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2027.

B. Storm Water Utility Appeals Board
   1. Robert Lavoie

   To appoint_____ to the Storm Water Utilities Appeal Board as a regular member to serve a three-year term to expire January 31, 2026.

   To appoint_____ to the Storm Water Utilities Appeal Board as an alternate member to serve a three-year term to expire January 31, 2025.

RECOGNITION OF STAFF

C. Police Department
   1. Police Officer James Cardenas
   2. Police Officer Luxie Kouza
   3. Police Officer Maksym Mishchanchuk
   4. Dispatcher Lorna Turner
   5. Dispatcher Brandon Ryan
   6. Auxiliary Officer CT Charlton
   7. Parking Enforcement Assistant Kevin Druzinski

D. Principal Shopping District
   1. Erika Bassett, BSD Director

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 amended regular meeting minutes of the City Commission meeting held on April 15, 2024.

B. Resolution to approve the Budget Hearing meeting minutes of the City Commission meeting held on April 27, 2024.

C. Resolution to approve the meeting minutes of the regular City Commission meeting held on May 6, 2024.

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 9, 2024 in the amount of $653,558.98.

E. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 15, 2024 in the amount of $773,827.38.

F. Resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustees for the fiscal year starting July 1, 2024.

G. Resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2024.

H. Resolution to approve the 2024 Spring Tree Purchase and Plant of 185 trees to be installed by KLM Landscape, pending KLM provide updated insurance and the completion of a signed agreement, for a total cost of $93,575. In addition, to authorize the Mayor and City Clerk to sign the completed agreement on behalf of the City. Funding for this purchase has been budgeted in the following accounts; 202.0-449.005-819.0000 major streets forestry other contractual services, 202.0-449.005-729.0000 major streets forestry operating supplies, 203.0-449.005-729.0000 local streets forestry operating supplies, and 101.0-751.000-811.0000 parks other contractual services.

I. Resolution to approve the purchase of three 2025 Ford Explorer Police Interceptors from Gorno Ford, located at 22025 Allen Road, Woodhaven, 48183 through the MI-Deal Contract #071B7700091, in an amount not to exceed $143,457.00 or $47,819.00 per vehicle. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf on behalf of the City. Total funds of $150,000 or $50,000 per vehicle where set aside for this purchase and are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.

J. Motion adopting an ordinance amendment to Chapter 118. Vegetation, Article IX. Grass and Noxious Weeds, Sec. 118-7 Cutting required, to provide notice regarding noxious weeds and grass by publication in a newspaper circulating in the City of Birmingham and by publication of the ordinance requirements regarding weeds, grass and other rank vegetation on the City calendar which is distributed annually to properties in the City of Birmingham.

K. Resolution to set the Public Hearing of Necessity for the installation of new pavement, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 26, 2024, at 7:30 P.M.; and

If necessity is determined on June 26, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of new pavement, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

L. Resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 26, 2024 at 7:30 P.M.; and

If necessity is determined on June 26, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

M. Resolution to award the Valve and Hydrant Assessment Program #16-24(S) to M.E. Simpson Co., Inc. in the amount of $180,260.00 and a 5% construction contingency for a total of $189,273.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting the insurance requirement by M.E. Simpson Co., Inc. Funding for this project is through the Drinking Water Asset Management (DWAM) Grant, and has been budgeted in the following account:

Fund Account	Fund ID #	Project Award	5% Cont.	Total
Water Fund	591.0-544.000-811.0000	$180,260.00	$9,013.00	$189,273.00

N. Resolution to approve the Title VI Non-Discrimination Plan update and to designate HR Manager Christina Woods as the City of Birmingham Title VI Coordinator. Further, to authorize the Mayor and City Manager to sign the appropriate sections of the plan.

O. Resolution to increase the Administrative Management and Non Organized pay ranges and wages of current Administrative, Management and Non-Organized personnel by 2.5% effective July 1, 2024.

And, authorize the City Manager and Human Resources to perform performance evaluations on Administrative, Management and Non-Organized personnel for the purpose of performance adjustments.

Further, to authorize the budget amendments from the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.

VI. CITY MANAGER'S REPORT

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

A. City Manager's Report – May 2024

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

A. Public Hearing - Confirmation of SAD Roll 909 Pierce Alley and West Maple Alley Project - Paving

1. Resolution confirming Special Assessment Roll 909 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 909, 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
The Commission Resolution 05-422-24 provided it would meet this 20th day of May, 2024 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this May 20, 2024, 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. 909 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 nine and one half percent (9.50%) on all unpaid installments.

B. Public Hearing - Confirmation of SAD Roll 908 2024 Cape Seal Program

1. Resolution confirming Special Assessment Roll 908 as follows:

   WHEREAS, Special Assessment Roll, designated Roll No. 908, 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

   The Commission Resolution 05-423-24 provided it would meet this 20th day of May, 2024 for the sole purpose of reviewing the assessment roll; and

   WHEREAS, at said hearing held this May 20, 2024, 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. 908 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

   BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one half percent (9.50%) on all unpaid installments.

C. Resolution to award the Pierce and West Maple Project #6-24(S) to Eminent Excavating LLC in the amount of $778,001.00 and a 5% construction contingency for a total of $816,901.05. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by Eminent Excavating LLC. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID #	Project Award	5% Cont.	Total
Alley Fund	101.0-523.000-981.0100	$649,151.00	$32,457.55	$681,608.55
Sewer Fund	590.0-537.000-981.0100	$128,850.00	$6,442.50	$135,292.50

D. Resolution to accept the Feasibility Study and Program Assessment report for the senior/recreation center at 400 E. Lincoln, Birmingham, MI 48009.

E. Resolution to approve the 2024-bid proposal with Edge Design Associates for Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, in the amount not to exceed $587,165. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

Make a motion adopting a resolution to approve a contract for owner's representation to Edge Design Associates for an amount not to exceed $587,165.00; 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	$587,165.00
Expenditures:		
Health and Welfare	101.0-656.000-811.0000	$587,165.00

OR

Make a motion adopting a resolution 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 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

Make a motion adopting a resolution 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

F. Resolution adopting the budget appropriations resolution and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

G. Resolution to amend the Schedule of Fees, Charges, Bonds and Insurance for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2024.

H. <u>Option 1: Security Designs</u>
Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity in the amount not to exceed $659,379.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity, including the three (3) year licensing

option in the amount not to exceed $701,060.20. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity, including the five (5) year licensing option in the amount not to exceed $738,792.69. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity, including the ten (10) year licensing option in the amount not to exceed $832,398.96. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Option 2: D/A Central

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity in the amount not to exceed $629,585.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the three (3) year licensing option in the amount not to exceed $681,442.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the five (5) year licensing option in the amount not to exceed $733,300.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the ten (10) year licensing option in the amount not to exceed $794,786.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

I. Motion adopting an ordinance to amend Part II of the City Code, Chapter 114, Utilities, Article III. Sewer Service, Division 4. Stormwater Runoff to reduce allowable discharge rates and to add a section requiring parcels 0.50 acres or greater to adopt Oakland County Water Resource

Commission stormwater design standards, and to amend Division 5 Separate Storm Sewer System to add a section with standards for parcels 0.50 acres or greater.

J. Resolution supporting House Bill 5696.

K. 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.

L. Commission discussion on items from a prior meeting.

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

A. Shirley & Arlington Letters

XI. REPORTS

A. Commissioner Reports
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).

BIRMINGHAM
A WALKABLE CITY

PROCLAMATION

In Recognition of National Public Works Week
May 19 – 25, 2024

WHEREAS, Public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of Birmingham's citizens;

WHEREAS, These infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals who are engineers, managers and employees at all levels of government and the private sector who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens;

WHEREAS, It is in the public interest for the citizens, civic leaders and children in the City of Birmingham to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, The year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, be it resolved with this official proclamation that I, Elaine McLain, Mayor of the City of Birmingham, on behalf of the City Commission, citizens and businesses of Birmingham, do hereby designate the week of May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees, and to recognize the substantial contributions they make to protecting our national health, safety and advancing the quality of life for all.

On behalf of the City Commission and the residents of Birmingham on this 20th day of May, 2024.

_____

Elaine McLain, Mayor

BIRMINGHAM
A WALKABLE CITY

PROCLAMATION
CITY OF BIRMINGHAM
DECLARING JUNE 7, 2024 TO BE
NATIONAL GUN VIOLENCE AWARENESS DAY

This proclamation declares Friday, June 7, 2024 to be National Gun Violence Awareness Day in the City of Birmingham to honor and remember all victims and survivors of gun violence and to declare that we as a country must do more to end this public health crisis.

WHEREAS, Every day, 120 Americans are killed by gun violence and more than 200 are shot and wounded, with an average of nearly 18,000 gun homicides every year;

WHEREAS, Americans are 26 times more likely to die by gun homicide than people in other high-income countries;

WHEREAS, Michigan has 1,382 gun deaths every year, with a rate of 13.7 deaths per 100,000 people, a crisis that costs the state $16.8 billion each year, of which $380.5 million is paid by taxpayers. Michigan has the 34th highest rate of gun deaths in the US;

WHEREAS, Gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities;

WHEREAS, Cities across the nation, including Birmingham, are working to end the senseless violence with evidence-based solutions;

WHEREAS, Protecting public safety in the communities they serve is the highest responsibility of all mayors;

WHEREAS, Support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories;

WHEREAS, Mayors and law enforcement officers —in partnership with local violence intervention activists and resources —know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe;

WHEREAS, Gun violence prevention is more important than ever as we see an increase in firearm homicides, and non-fatal shootings across the country, increased calls to domestic violence hotlines, and an increase in City gun violence;

WHEREAS, In January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 7, 2024 to recognize the 27th birthday of Hadiya Pendleton (born: June 2, 1997), people across the United States will recognize National Gun Violence Awareness Day and wear orange in tribute to:
(1) Hadiya Pendleton and other victims of gun violence; and
(2) The loved ones of those victims;

WHEREAS, The idea was inspired by a group of Hadiya's friends, who asked their classmates to commemorate her life by wearing orange; they chose this color because hunters wear orange to announce themselves to other hunters when out in the woods, and orange is a color that symbolizes the value of human life;

WHEREAS, Anyone can join this campaign by pledging to wear orange on June 7th, the first Friday in June in 2024, to help raise awareness about gun violence;

WHEREAS, By wearing orange on June 7, 2024 Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, We renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them, and encourage responsible gun ownership to help keep our families and communities safe.

THEREFORE
BE IT RESOLVED , that the City of Birmingham declares the first Friday in June, June 7, 2024, to be National Gun Violence Awareness Day and encourages all citizens to support their local communities' efforts to prevent the tragic effects of gun violence and to honor and value human lives.

On Behalf of the City Commission and the residents of Birmingham on this 20th day of May, 2024

_____
Elaine McLain, Mayor

BIRMINGHAM
A WALKABLE CITY

PROCLAMATION
CITY OF BIRMINGHAM
DECLARING MAY 2024 TO BE
AMYOTROPHIC LATERAL SCLEROSIS AWARENESS MONTH

WHEREAS Amyotrophic lateral sclerosis (ALS), known by many as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with the muscles, slowly taking away their ability to walk, talk, eat, and eventually breathe;

WHEREAS, Every 90 minutes someone is diagnosed with ALS and someone passes away from ALS;

WHEREAS, ALS has no cure;

WHEREAS, People who have served in the military are more likely to develop ALS and die from the disease than those with no history of military service;

WHEREAS, Clinical trials play a pivotal role in evaluating new treatments, enhancing quality of life, and fostering assistive technologies for those living with ALS;

WHERAS, We celebrate the 10th Anniversary of the Ice Bucket Challenge through a renewed commitment to galvanize public awareness and support funding leading to significant investments in ALS research;

WHEREAS, The ALS Association, as the largest philanthropic funder of ALS research globally, has committed over $154 million to support more than 550 projects across the United States and 18 other countries;

WHEREAS, ALS Awareness Month increases the public's awareness of people with ALS' dire circumstances, and acknowledges the terrible impact this disease has, not only on the person but on his or her family and the community, and recognizes the research being done to eradicate this disease; and

WHEREAS, Our commitment to accelerating the pace of discovery remains unwavering, fueled by the hope that one day, ALS will be a livable disease for everyone, everywhere, until we can cure it.

THEREFORE

BE IT RESOLVED, that the City of Birmingham declares the month of May 2024 as ALS Awareness Month, and calls upon all Americans to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

On Behalf of the City Commission and the residents of Birmingham on this 20th day of May, 2024.

_____

Elaine McLain, Mayor

BIRMINGHAM
A WALKABLE CITY

NOTICE OF INTENTION TO APPOINT TO THE BOARD OF ETHICS

At the regular meeting of Monday, May 20, 2024, the Birmingham City Commission intends to appoint one regular member to the Ethics Board to serve a three-year term set to expire June 30, 2027.

Board members are to serve as an advisory body for the purpose of interpreting the Code of Ethics. The board consists of three regular members and up to two alternate members who serve without compensation. The members shall be residents and have legal, administrative, or other desirable qualifications.

Interested citizens may submit an application available at the City Clerk's Office or online at bhamgov.org/boardopportunites. Applications must be submitted to the City Clerk's office at or before noon on Wednesday, May 15, 2024. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/ Qualifications Applicants shall be residents and have legal administrative or other desirable qualifications.
Melissa Demorest LeDuc, Esq.	19-year practicing attorney with experience in real estate matters and advising business on best practice standards, and current regular member serving on the Ethics Board.
Judy Doyle	Long term resident, licensed master social worker with extensive experience in conflict resolution, currently an alternate serving on the Ethics Board.

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

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Board of Ethics to serve a three-year term to expire June 30, 2027.

BIRMINGHAM
A WALKABLE CITY

Clerk's Office RCVD
3/7/24

OFFICE USE ONLY
Meets Requirements? Yes No

Will Attend / Unable to Attend

APPLICATION FOR CITY BOARD OR COMMITTEE

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

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

(Please print clearly)

Board/Committee of Interest: Board of Ethics

Specific Category/Vacancy on Board: regular or alternate (see back of this form for information)

Name: Melissa Demorest LeDuc, Esq.

Phone: 248-723-5500

Residential Address: 1357 W Lincoln

Email *: melissa@demolaw.com

Residential City, Zip: Birmingham, 48009

Length of Residence: 7 years

Business Address: 322 W. Lincoln

Occupation: attorney

Business City, Zip: Royal Oak, 48067

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

I have been a practicing attorney for almost 19 years. I handle business and real estate transactions, as well as advise businesses on employment matters, contracts, and other business issues. As an attorney, I am bound by a code of ethics and am familiar with ethical obligations and issues.

List your related employment experience: I have worked at Demorest Law Firm, PLLC since 2005.

List your related community activities: I have worked as an Election Inspector in Birmingham since 2020.

List your related educational experience: JD, Wayne State Law School, 2005. BA, University of Michigan, in 2002.

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

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

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

Signature of Applicant

3-7-2024
Date

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

Updated 3/24/2021

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

Melissa Demorest LeDuc
1357 W. Lincoln St.
Birmingham, MI 48009

May 10, 2024

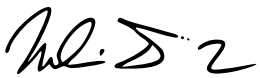
Dear Birmingham City Commission Members,

I am sorry that I cannot appear in person today, due to family commitments. As you may recall, I was recently appointed to the Board of Ethics to fill the remainder of a regular member term that expires on June 30. I would greatly appreciate the opportunity to be re-appointed for a full three year term as a regular member.

I appeared before you on both March 18 and April 8 and answered questions at those meetings regarding my background as an attorney, my availability to serve on the Board, and my tenure as a Birmingham resident. At the March 18 meeting, I was appointed to fill an open alternate position, and at the April 8 meeting, I was appointed to the position I currently hold. I remain willing and able to serve as a regular member of the Board of Ethics, for a new three year term ending June 30, 2027.

Thank you for your consideration.

Sincerely,



Melissa Demorest LeDuc, Esq.

CLERK'S OFFICE

RECEIVED
2024
3:58 PM

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

BIRMINGHAM
A WALKABLE CITY

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. Applications must be submitted to the city clerk's office at or before noon on the Wednesday prior to the City Commission meeting.

(Please print clearly)

Board/Committee of Interest Ethics Board

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

Name Judy Doyle

Phone 248.514.1897

Residential Address 662 Purdy

Email * bhamjudy@gmail.com

Residential City, Zip Birmingham MI 48009

Length of Residence 45 years

Business Address same

Occupation Psychotherapist

Business City, Zip

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied
Extensive experience with conflict resolution, individuals, groups. Emphasis on equitable resolution within limits of the law, mission statement emphasis on end result as well as respectful process of getting there.

List your related employment experience Birmingham Public Schools 27 years. Private Practice Birmingham and beyond 40 years. St Joseph's Hospital, Pontiac 3 years Community Mental Health Detroit 2 years.

List your related community activities Currently alternate on Ethics Board. Southfield Road Residents association years ago Behind the scenes worker on elections, voting

List your related educational experience BS Education, Music, Psychology MSW Wayne State Clinical, Groups, Schools

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

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

Are you an elector (registered voter) in the City of Birmingham? ~~NO~~ oops! YES!!

Judith A Doyle
Signature of Applicant

May 10, 2024
Date

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

Updated 3/24/2021

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

8E

BIRMINGHAM
A WALKABLE CITY

BOARD OF ETHICS

Ordinance 1805 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)
Ordinance 2378 (Birmingham Code of Ordinances Sec. 2-320 through 2-326)
The board shall serve as an advisory body for purposes of interpreting the Code of Ethics. The board consists of three regular members and two alternate members who serve without compensation. The members shall be residents and have legal, administrative, or other desirable qualifications.

Last Name / Home Address	First Name	Home / Business / E-Mail	Appointed	Term Expires
Coakley 280 Millrace	**Michael**	(248) 321-2001 *coakley@millercanfield.com*	8/14/2023 Regular Member	6/30/2026
Doyle 622 Purdy	**Judy**	(248) 514-1897 *bhamjudy@gmail.com*	12/18/2023 Alternate Member	6/30/2026
Hathaway 1056 Worthington	**Irene**	(248) 330-7069 *ibhathaway1@gmail.com*	5/6/2024 Alternate Member	6/30/2026
LeDuc 1357 W Lincoln	**Melissa**	(248) 723-5500 *melissa@demolaw.com*	3/18/2024 Regular Member	6/30/2024
Robb 1533 Pleasant Court	**James**	(517) 712-3469 *jamesdrobb55@gmail.com*	8/11/2003 Regular Member	6/30/2025

Sec. 2-325. - Violation, enforcement and advisory opinions.

(a) *Board of ethics.*

(1) The city commission shall appoint a board of ethics, consisting of three members, as an advisory body for the purpose of interpreting this code of ethics.

(2) The initial three members of the board of ethics shall be appointed for one-, two-, and three-year terms of office respectively, which shall begin on July 1, 2003. If appointed prior to July 1st, they shall begin their terms of office immediately and their terms shall include the additional time prior to July 1st. Terms of office shall expire on June 30th of the respective years.

Thereafter, all members shall be appointed to three-year terms, beginning July 1, so that only one member's term expires each year. A member shall hold office until his or her successor is appointed. The city commission shall fill a vacancy by an appointment for the unexpired term only.

(3) The city commission may also appoint not more than two alternate members for the same term as regular members of the board of ethics. An alternate member may be called on a rotating basis to sit as a regular member of the board of ethics in the absence of a regular member, and shall have the same voting rights as a regular member of the board of ethics. 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 or recused for reasons of conflict of interest. An alternate member having been appointed shall serve in the case until a final decision has been made.

(4) The board of ethics shall be made up of residents of the city who have legal, administrative or other desirable qualifications.

a. The members of the board of ethics shall serve without compensation, and shall not be elected officials, persons appointed to elective office, full-time appointed officials or city employees, nor shall they be currently serving on any other city board or commission.

b. The board shall select its own presiding officer from among its members.

c. The board shall establish such procedures it deems necessary or appropriate to perform its functions as set forth in this article.

(b) *Functions of the board of ethics.* When there is a question or a complaint as to the applicability of any provision of this code to a particular situation, that question or complaint shall be directed to the board of ethics. It shall then be the function of the board of ethics to conduct hearings and/or issue an advisory opinion, as applicable.

(1) Hearings. The board of ethics shall follow the following hearing procedure:

a.

The board shall, within seven days after any matter is brought to its attention, set a date certain for hearing said matter.

b. The board shall, at least 28 days before the hearing date, send notice of such hearing, accompanied by a concise statement of the alleged breach of this code of ethics, to any person requested to appear before them, by certified mail, return receipt requested, to addressee only.

c. Any person requested to appear before a board of ethics hearing may request one extension for a period not to exceed 28 days. Extensions thereafter will be granted only under extreme circumstances.

d. Any person requested to appear before a board of ethics hearing may be accompanied by his or her attorney.

e. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.

f. All findings of board hearings shall be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.

(2) Advisory opinions. All advisory opinions so issued shall also be published in permanent form and communicated to the city commission and the public, subject to the requirements of the Open Meetings Act.

(3) After the board of ethics' advisory opinions and/or hearing findings have been published:

a. The city commission shall be responsible for imposing any sanction for a violation of this Code on one of its members or any person appointed by the commission to any city board.

b. If it becomes necessary to seek the removal of a city official after the board of ethics' advisory opinion and/or hearing findings, the city shall follow the requirements for removal of a public official in accordance with the laws of the state.

c. The city manager shall be responsible for imposing any discipline for a violation of this Code on any employee of the city.

(Ord. No. 1805, 4-28-03; Ord. No. 1810, 5-19-03; Ord. No. 1819, 1-12-04; Ord. No. 2378, 4-25-23)

BIRMINGHAM
A WALKABLE CITY

NOTICE OF INTENTION TO APPOINT
STORM WATER UTILITY APPEALS BOARD

At the regular meeting of Monday, May 20, 2024, the Birmingham City Commission intends to appoint 3 regular members to serve three-year terms to expire January 31, 2026 and 2 alternate board members to serve the remainder of three-year terms to expire January 31, 2025. Members and alternates shall serve at the will of the commission. Members and alternates shall hold office until their successors are appointed. The City Commission shall fill a vacancy by an appointment only.

Two of the three regular members appointed shall be licensed professional engineers not employed by the local unit of government. One of the two alternate members shall also be a licensed professional engineer not employed by the City. The board members shall serve without compensation. Members are not required to be City residents.

The Appeals Board shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the City shall receive pursuant to the Storm Water Utility Ordinance (Section 114-402(c)). The board members shall schedule periodic meetings for appeals as needed.

Interested citizens may submit a form available from the City Clerk's office on or before noon on Wednesday, May 15, 2024. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	**Criteria/Qualifications** Two of the regular members shall be licensed professional engineers not employed by the local unit of government, and have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the board members. One of the alternate members shall be a licensed professional engineer not employed by the local unit of government, and have legal, administrative or other desirable qualifications that will aid him or her in the performance of the duties of the board members.
Robert Lavoie	Licensed Civil Engineer who has previously served on the board.

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

SUGGESTED RESOLUTION:

To appoint_____ to the Storm Water Utilities Appeal Board as a regular member to serve a three-year term to expire January 31, 2026.

To appoint_____ to the Storm Water Utilities Appeal Board as a regular member to serve a three-year term to expire January 31, 2026.

To appoint_____ to the Storm Water Utilities Appeal Board as a regular member to serve a three-year term to expire January 31, 2026.

To appoint_____ to the Storm Water Utilities Appeal Board as an alternate member to serve a three-year term to expire January 31, 2025.

To appoint_____ to the Storm Water Utilities Appeal Board as an alternate member to serve a three-year term to expire January 31, 2025.

BIRMINGHAM
A WALKABLE CITY

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 Storm Water Utility Appeals Board

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

Name Robert D. Lavoie

Phone 2486354472

Residential Address 665 Lakeview Ave

Email * rdlavoie@aol.com

Residential City, Zip Birmingham, 48009

Length of Residence 10 years

Business Address N/A

Occupation Civil Engineer (Retired)

Business City, Zip N/A

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

Licensed Civil Engineer. Previously served on this Board until my term ran out.

List your related employment experience President (Retired) Nowak & Fraus Engineers
City Engineer in multiple Citys in SE Michigan

List your related community activities Attend City Commission meetings occasionally.

List your related educational experience BSCE and MSCE in Civil Engineering

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

None

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

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

Signature of Applicant

April 25, 2024
Date

RECEIVED
CLERK'S OFFICE
APR 30 2024
1:46 AM

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

Updated 11/18/2020

*By providing your email to the City, you agree to receive news & notifications from the City. If you do not wish to

STORM WATER UTILITY APPEALS BOARD

Resolution No. 12-360-16 – December 5, 2016. City Code Chap. 114, Art VI, Sec 114-402(e)
Members shall be comprised as follows: 2 of 3 regular members shall be licensed professional engineers not employed by the City of Birmingham.

At least 1 of the 2 alternate members shall be a licensed professional engineer not employed by the City of Birmingham. The board members shall serve without compensation.

Board responsibilities:
To hear disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to the Storm Water Utility ordinance (Section 114-402(c). The board members shall schedule periodic meetings for appeals as needed.

Last Name / Home Address	First Name	Home / Business / Fax / E-Mail	Appointed	Term Expires
Vacant				1/31/2025
			Alternate-Licensed Professional Engineer	
Vacant				1/31/2025
			Alternate	
Vacant	**Vacated 1/31/202**			1/31/2026
			Regular	

Last Name Home Address	First Name	Home Business Fax E-Mail	Appointed	Term Expires
Vacant	**Vacated 1/31/202**		Regular	1/31/2026
Vacant	**Vacated 1/31/202**		Regular	1/31/2026

CITY OF BIRMINGHAM
ORDINANCE NO. 2205

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 1. TO ADD GENERAL PROVISIONS, SECTION 1-18. STORM WATER UTILITY APPEALS BOARD FOR DISPUTED FEES.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 1 General Provisions, Section 1-18 Storm Water Utility Appeals Board for Disputed Fees shall be amended to change certain verbiage and shall read as follows:

"Sec. 1-18. – Storm Water Utility Appeals Board for disputed fees.

(a) *Storm Water Utility Appeals Board.*

(1) The city commission shall appoint a 3 member Storm Water Utility Appeals Board, that shall be responsible for hearing disputes to a fee or bill that a property owner or resident of the city shall receive pursuant to Storm Water Utility Fees (114-402). The members are not required to be residents of the City of Birmingham, two (2) of which should be licensed professional engineers not employed by the city.

The city commission shall also appoint 2 alternate members to the Storm Water Utility Appeals Board, who shall be responsible for hearing such disputes in the member's absence. At least one alternate shall be a licensed professional engineer not employed by the city.

(2) The Storm Water Utility Appeals Board members shall be appointed for three-year terms. The initial alternate members shall be appointed for a two-year term. Terms shall begin on February 1, 2017 and shall expire on January 31 of the respective years. Thereafter, terms shall be three years so that both terms do not expire on the same year. The member and alternate shall serve at the will of the commission. The member and alternate shall hold office until their successors are appointed. The city commission shall fill a vacancy by an appointment only.

(3) The members and alternate are not required to be residents of the city, two (2) of which should be licensed professional engineers not employed by the city.

a. The members and alternate shall serve without compensation, and shall not be elected officials, or persons appointed to elective office.

b. The Storm Water Utility Appeals Board and alternates shall establish such procedures as deemed necessary or appropriate to perform the functions as set forth in this section.

(b) *Functions of the Storm Water Utility Appeals Board.* When there is a question or a dispute as to the applicability of any invoice received by a property owner or resident of the city pursuant to any of the fee collection ordinances of this Code, as described in subsection 1-18(a)(1), to a particular situation, that question or dispute shall be directed to the Storm Water Utility Appeals Board. It shall then be the function of the Storm Water Utility Appeals Board to conduct a hearing and make a determination, as applicable.

The actual invoice shall notify the property owner or resident of his or her right to dispute all or any part of the bill as established in this section.

(1) Hearings. The Storm Water Utility Appeals Board shall follow the following hearing procedure:

a. The Storm Water Utility Appeals Board shall, upon receiving notice from the debtor that they are requesting a hearing within the time frames established by

the appropriate fee collection ordinance, arrange for a mutually convenient date to hear the dispute.

b. Any person requesting an appearance before the Storm Water Utility Appeals Board to dispute a permissible invoice may request one extension that may be granted by the Storm Water Utility Appeals Board only under extreme circumstances.

c. All hearings at which any person shall be requested to appear shall be subject to the Open Meetings Act.

d. All findings of the Storm Water Utility Appeals Board shall be published in permanent form and communicated to the city treasurer and other appropriate city staff, the debtor, and the city commission, subject to the requirements of the Open Meetings Act.

(2) The Storm Water Utility Appeals Board shall apply the criteria of 114-402 in determining their findings.

(3) A person aggrieved by a decision of the Appeals Board on an appeal under this section may appeal to the circuit court in which the property is located. An appeal to the circuit court must be filed within thirty (30) days of the Appeals Board's decision.

Ordained this 9th day of January, 2017. Effective upon publication.

Mark Nickita, Mayor

Cheryl Arft, Acting City Clerk

I, Cheryl Arft, Acting City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held January 9, 2017 and that a summary was published in the Observer & Eccentric Newspaper on January 15, 2017.

Cheryl Arft, Acting City Clerk

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Police Department

DATE: May 9, 2024

TO: Jana L. Ecker, City Manager

FROM: Scott A. Grewe, Chief of Police

SUBJECT: Introduction and Swearing in of New Police Department Personnel

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Recruitment and retention continue to be an ongoing challenge for law enforcement in general and the Birmingham Police Department is no different. Our department has been very busy with our recruiting efforts to fill vacancies within the Police Department. We have recently filled vacancies in multiple positions including patrol officer, dispatch, auxiliary officer and parking enforcement. Additionally, we will have five retirements over the course of the next year, four of which are promoted positions. The Police Department will continue its strong recruitment program and prepare for promotional testing in the near future.

We are very excited to introduce the newest members of the Birmingham Police Department.

Police Officer James Cardenas
Police Officer Luxie Kouza
Police Officer Maksym Mishchanchuk
Dispatcher Lorna Turner
Dispatcher Brandon Ryan
Auxiliary Officer CT Charlton
Parking Enforcement Assistant Kevin Druzinski

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Manager's Office

DATE: May 16, 2024

TO: City Commission

FROM: Jana L. Ecker, City Manager

SUBJECT: Appointment of BSD Executive Director, Erika Bassett

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We are pleased to welcome Erika Bassett as the Executive Director of the Birmingham Shopping District (BSD). A native of the Birmingham area, Erika holds a bachelor's degree in Business Administration from Wayne State University and a Graphic Design Certificate from College for Creative Studies. She brings more than 20 years of experience in marketing and business administration, and has served as the Marketing and Public Relations Specialist for the BSD since October 2020. Bassett has experience in downtown marketing and advertising, business attraction and retention, administration and public relations. She is also an active member of the local community. Her strong professional skills, organizational knowledge and established relationships with City staff and BSD businesses will help her to excel in this role.

Birmingham City Commission Minutes
April 15, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: https://vimeo.com/935151470

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor McLain
MPT Schafer
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Longe

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, Assistant City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Fairbairn, Police Chief Grewe, City Attorney Kucharek

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

Announcements

- Proclamation for Rotary Club 100 years.
- Residents are invited to participate at the Parks and Recreation Board Meeting on Tuesday, May 7 at 6:30 p.m. at the Department of Public Services to provide feedback on preliminary design work for the Booth Park Entry Plaza and Trail Improvements project. Those who cannot attend may still provide feedback during the month of May via an online survey coming soon on Engage Birmingham at engage.bhamgov.org. Sign up to receive notifications about this and other parks and recreation projects at bhamgov.org/enews.
- Please join us for our annual Arbor Day Celebration this month on Arbor Day, Friday, April 26th at 4:15 p.m. near the Quarton Elementary School tennis courts at the corner of Oak Street and N. Glenhurst Drive. We will celebrate our 46th year as a Tree City USA and Quarton School students will participate in a short program and help plant a new tree, a Hackberry, which is native to Michigan. All are welcome to attend and parking is available at Quarton Elementary School for this event only.

DRAFT

Appointments

04-107-24 Housing Board of Appeals

Nadim Yahchouchi was interviewed by the Commission.

There was a discussion regarding potential conflicts of interest and quorum issues. It was requested that staff return with further guidance on the matter.

MOTION: Motion by Commissioner Host, seconded by Commissioner Long:
To postpone the confirmation of the nomination.

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

Nays, None

04-108-24 Public Arts Board

Kristin Lewis was interviewed by the Commission.

MOTION: Nomination by Commissioner Long:
To appoint Kristin Lewis to the Public Arts Board to serve as an alternate member for the remainder of a three-year term to expire January 28, 2025.

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

Nays, None

CC Bingham swore in Ms. Lewis.

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

V. CONSENT AGENDA

04-109-24 Consent Agenda

DRAFT

MOTION: Motion by Commissioner Host, seconded by Commissioner Longe: To approve the Consent Agenda.

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

Nays, None

A. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 11, 2024 in the amount of $790,000.49.

B. Resolution to support statutory revenue sharing reform and support the adoption of State of Michigan House Bills 4274 and 4275.

C. Resolution to set the Public Hearing of Necessity of installing new pavement meeting the requirements for assessment, for all properties within the project area on Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street on Monday, May 6, 2024 at 7:30 P.M.; and

   If necessity is determined on May 6, 2024, to meet on Monday, May 20, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street.

D. Resolution to set the Public Hearing of Necessity for the road surface cape seal treatment meeting the requirements for assessment, for all properties within the project area on N. Worth Street from Rivenoak to Kennesaw and Knox to Maple, Rosedale Avenue from Oakland to Rivenoak, Oakdale Avenue from Oakland to Ridgedale, Oxford Drive from Madison to Rivenoak, Lawndale Avenue from Madison to Oakland, Chestnut Street from Elm to Adams, Hazel Avenue from Elm to Adams, Worthington Avenue from Southfield to Latham, Wakefield Drive from Southfield to Latham and Latham to Norfolk, and Southlawn Drive from Southfield to Latham on Monday, May 6, 2024, at 7:30 P.M.; and

   If necessity is determined on May 6, 2024, to meet on Monday, May 20, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the new pavement installation meeting the requirements for assessment, for all properties within the project area on N. Worth Street from Rivenoak to Kennesaw and Knox to Maple, Rosedale Avenue from Oakland to Rivenoak, Oakdale Avenue from Oakland to Ridgedale, Oxford Drive from Madison to Rivenoak, Lawndale Avenue from Madison to Oakland, Chestnut Street from Elm to Adams, Hazel Avenue from Elm to Adams, Worthington

DRAFT

Avenue from Southfield to Latham, Wakefield Drive from Southfield to Latham and Latham to Norfolk, and Southlawn Drive from Southfield to Latham.

VI. CITY MANAGER'S REPORT

CM Ecker and CE Coatta presented information regarding the City's infrastructure improvement process.

CM Ecker then presented the City Manager's report. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- Future parking reports should reflect when each deck is most full and the time at which that occurs, information on permits, an abbreviated profits and loss statement, and an eventual future comparison of the parking system finances under SP+ versus under the City's management.
- There might be a way to standardize the input data for these reports to get a readable graphic out.
- There are many board and committee vacancies and an application for the positions is available online.
- In the interest of community safety, the City regularly inspects trees and removes damaged and/or otherwise unsafe ones.
- The City Manager deserved commendation for visiting the Multi Modal Transportation Board to thank them for their service and to seek their input.
- The City complies with and regularly exceeds the minimum legal noticing requirements, and residents with further questions are encouraged to contact the City for further information.
- Minutes and recordings of meetings are also available online for public review, and residents with any questions about specific topics are encouraged to review those sources as well.

VII. UNFINISHED BUSINESS

VIII. NEW BUSINESS

04-110-24 Public Hearing – 34244 Woodward – Papa Joe's/Bistro Joe's – Special Land Use Permit Review

The Mayor opened the public hearing at 8:58 p.m.

PD Dupuis presented the item.

Kelly Allen, attorney, spoke on behalf of Tony Curtis, owner of Papa Joe's/Bistro Joe's.

Seeing no public comment, the Mayor closed the public hearing at 9:04 p.m.

Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- Mr. Curtis' explanation was satisfactory, and since Papa Joe's/Bistro Joe's had not been cited for excess seating before, a Memorandum of Understanding may not be necessary.
- The discussion of a Memorandum of Understanding and the site visit seem to have communicated the seriousness of the concern to Papa Joe's/Bistro Joe's management.
- This citation was for a significant number of excess seats.
- During the Covid-19 pandemic, Papa Joe's/Bistro Joe's was in front of the Commission for other issues, and so it would be most appropriate to proceed with a Memorandum of Understanding.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To add the Memorandum of Understanding to the Special Land Use Permit for Bistro Joe's/Papa Joes.

Public Comment
Ms. Allen commented regarding the motion.

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Longe
Commissioner Haig
Commissioner Host

Nays, MPT Schafer
Mayor McLain
Commissioner Long

04-111-24 Public Hearing – 245 S. Eton – Big Rock Italian Chophouse – Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 9:21 p.m.

PD Dupuis presented the item.

Mark Knauer, architect, spoke on behalf of Big Rock Italian Chophouse.

Seeing no public comment, the Mayor closed the public hearing at 9:25 p.m.

Staff and Mr. Knauer answered informational questions from the Commission.

MOTION: Motion by Commissioner Long, seconded by Commissioner Host:
To approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 245 S. Eton – Big Rock Italian Chophouse.

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Longe

DRAFT

Commissioner Haig
Commissioner Host
MPT Schafer
Mayor McLain
Commissioner Long

Nays, None

04-412-24 Rear Yard Road Assessment from Unimproved to Improved Road Assessment Policy (Part I)

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

Commissioner Baller noted that he had been advised that he could participate in this discussion because it pertained to City-wide policy and not Arlington and Shirley in particular.

Commissioners' comments were as follows:

- Equity should be taken into account when considering whether to assess a property with both front and rear frontage on a road being converted from an unimproved road to an improved road.
- It may be appropriate not to assess a property with rear frontage on a road being converted from an unimproved road to an improved road unless said property has a driveway exiting onto said road.
- It might be most appropriate to treat rear frontages on a road being converted from an unimproved road to an improved road the same as side frontages on a road being converted from an unimproved road to an improved road.
- The City should declare the land deeded to the City as being in the right of way at a future meeting.

MOTION: Motion by Commissioner Host, seconded by Commissioner Haig:
To establish a policy to exempt rear yard frontages for all residential properties from special assessment when the rear yard fronts a road being converted from an unimproved road to an improved road.

Commissioners' comments were as follows:

- Since this policy would apply to so few homes in the City, it may be most prudent to exempt properties from special assessment when the rear yard fronts a road being converted from an unimproved road to an improved road.
- It was not clear how side and rear frontages were being differentiated in this matter. The motion also does not address a possible difference represented by homes with driveway access on both front and rear sides.
- Approving this motion may be creating more inequitable circumstances for people who had previously paid special assessments for corner lot properties.
- The differences in benefits for side or rear yard frontage improvements may warrant different policy treatments. A property with rear driveway access may also warrant a different policy treatment.
- It would be possible for a home to have front, side, and rear frontages on roads being converted from unimproved roads to improved roads at different times.

Public Comment
John Smith made a comment regarding whether this project would represent a benefit for homes that have their water and sewer infrastructure on Linden.

Barbara Heller commented that her home with rear frontage on Shirley would not derive benefit from the project since her driveway is on Linden.

ROLL CALL VOTE: Ayes, Commissioner Haig
Commissioner Host

Nays, MPT Schafer
Mayor McLain
Commissioner Long
Commissioner Baller
Commissioner Longe

Commissioner Baller then made a motion to establish a policy which would assess all residential properties that had rear yards located on a road being converted from an unimproved road to an improved road at 25% the long foot costs for the rear yard frontage. The motion died for lack of a second.[1]

04-413-24 Rear Yard Road Assessment from Unimproved to Improved Road Assessment Policy (Part II)

Staff answered informational questions from the Commission.

MOTION: Motion by Commissioner Longe, seconded by Commissioner Baller:
To establish a policy to assess all residential properties that have rear yards located on a road being converted from an unimproved road to an improved road at 25% of the long-foot costs for the rear yard frontage, if and only if that yard has a legally allowed driveway access over City property to the road that is being improved at the time of the creation of the special assessment district during the hearing of necessity and confirmation of the roll.

ROLL CALL VOTE: Ayes, Commissioner Longe
Commissioner Host
Commissioner Long
MPT Schafer
Mayor McLain

Nays, Commissioner Haig
Commissioner Baller

[1]As amended at the May 6, 2024 meeting.

DRAFT

Commission Items for Future Discussion

04-414-24 Making Deeded Portions Referenced During Item 04-112-24 Into Part of the Right of Way

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
Move to discuss property that is owned by the City on Shirley Road that is not currently designated as Right of Way.

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

Nays, None

Commission Discussion On Items From A Prior Meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Shirley & Arlington Letters

Commissioner Baller recused himself due to his residence in the project area and left the room at 10:37 p.m.

Jim Mirro and David Mendelson commented on Shirley and Arlington.

Commissioner Baller rejoined the meeting at 10:45 p.m.

X. REPORTS

A. Commissioner Reports
    1. Notice of intention to appoint to the Historic District Study Committee
    2. Notice of intention to appoint to the Board of Ethics
B. Commissioner Comments

MPT Schafer noted the Birmingham Youth Assistance 'Youth in Service' Award ceremony would be held on April 24, 2024.

Commissioner Long commented regarding fire safety on Arlington and Shirley and also on the Commission's infrastructure improvement process.

DRAFT

Commissioner Baller recused himself during Commissioner Long's comment due to his residence in the project area and left the room at 10:46 p.m. He rejoined at 10:49 p.m.

The Mayor commented on her conversation with Michigan Secretary of State Benson, the Oakland County election safety tabletop exercise, FirstNet AT&T priority phones, and the discussion of Woodward noise at the South Oakland County Mayors Association Dinner. She encouraged residents to continue their use of the GovAlert app to report concerns.

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

INFORMATION ONLY

XI. ADJOURN

The Commission motioned to adjourn at 10:53 a.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

Birmingham City Commission Minutes
Public Hearing on the 2024-2025 Recommended Budget
April 27, 2024
8:30 a.m.
Municipal Building, 151 Martin
Video Link: https://vimeo.com/939720407

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Katie Schafer, Mayor Pro Tem, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present: MPT Schafer
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner Long

Absent: Commissioner Longe
Mayor McLain

Staff: City Manager Ecker; City Clerk Bingham, Assistant City Manager Clemence, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Fairbairn, Ice Arena and Facilities Superintendent Folk, Parking Systems Manager Ford, Building Maintenance Superintendent Galik, Finance Director Gerber, Police Chief Grewe, Museum Director Pielack, Fire Chief Wells, Human Resources Manager Woods, Department of Public Services Director Zielinski

III. PUBLIC HEARING – 2024-2025 RECOMMENDED BUDGET

In the absence of the Mayor, the Commission motioned for Commissioner Baller to serve as temporary Mayor Pro Tem for the duration of the meeting. MPT Schafer served as the temporary Mayor for the duration of the meeting.

The Mayor opened the public hearing at 8:34 a.m. Acting Mayor Schafer and CM Ecker provided introductory comments. FD Gerber presented the budget overview and staff answered informational questions from the Commission.

There was no public comment regarding the introductory comments or the budget overview.

Commissioners' comments were as follows:

- The City should undertake a broad and sustained effort to inform the public about the OpenGov software.
- It might be appropriate to raise the water and sewer rates more quickly so that infrastructure projects are funded less via the General Fund. If this approach is adopted, it would be important to communicate the reasons for the decision to residents.

- Raising the millage rate would not result in a substantial increase for the average resident. Offering user-friendly infographics, such as a picture of a dollar bill broken down to indicate where taxes go, would likely help residents better understand the City's budget. A Headlee override will most likely be required in the future.
- A decrease in the millage rate would still result in increased revenue generation because of increased property values.
- Birmingham only receives about a third of a resident's property taxes. It is more fiscally responsible to conduct regular preventative maintenance than it is to delay preventative maintenance in order to artificially and temporarily reduce costs. When preventative maintenance is neglected, future repairs tend to be much more financially burdensome.

There was Commission consensus to:

- Decrease the millage rate to 10.7224 in order to maintain the same .3 mill gap the City has maintained for a number of years.
- Conduct a phased increase of the water and sewer rates over the next two years in order to more fully fund the City's water and sewer infrastructure improvements.
- Have staff offer information to help residents understand that infrastructure improvements would be funded by the rate increases.

For the General Fund, ACM Fairbairn presented the Commission and the Manager's Office budgets, BMS Galik presented the City Hall & Grounds and the Property Maintenance-Library budgets, HRM Woods presented the Human Resources budget, CC Bingham presented the Clerk's Office budget, and FD Gerber presented the Finance Department, the Legal, and the General Administration budgets.

There was no public comment regarding the General Fund. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- Efforts should be undertaken to increase the number of residents using the Engage Birmingham platform.
- The proposed technological improvements will be valuable. The City should continue its efforts to integrate useful technologies.
- The City should find ways to increase its agility and responsivity to residents' concerns. Responding quickly and directly to misinformation on social media would be of particular benefit.
- More communication of the City's successes would also be beneficial.
- Relative to the average published in the March 2024 Bureau of Labor Standards report for municipal employees, the City's fringe benefit to salary ratio was higher. Making publicity videos more accessible on the City's website would be valuable.
- This budget requests funding for some physical improvements to City Hall. As much as possible, the City should ensure that those improvements align with any future plans for further improvements.

FD Gerber presented the Judicial budget.

There was no public comment regarding the Judicial budget. Staff answered informational questions from the Commission.

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

There was no public comment regarding the Public Safety budget. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- The Mental Health Co-Responder Program is a valuable program. Birmingham should aim to continue its leadership in regards to this program. It would likely also be valuable to approve funding increases for the program should staff deem it necessary.
- There is a notable demand for the Police-supported Mental Health Co-Responder Program.
- The Birmingham Fire Department was commended for having the quickest emergency average response time in Michigan, and one of the best average response times in the United States.

The Commission recessed briefly, and returned from recess.

For Public Works, CE Coatta presented the Engineering budget and DPSD Zielinski presented the Public Services budget. DPSD Zielinski noted a correction to the budget, explaining that the Uniform Allowance would actually increase to $17,000. FD Gerber noted the corrected Uniform Allowance would be integrated into the finalized budget.

There was no public comment regarding the Public Works budget. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- DPS was commended for its investments in staff. Investments in City staff promote increased recruitment, retention, and skill-building. The value of investing in staff should be publicized, and investments in staff should continue to be funded.
- The Engineering Department was commended for its efficiency.

FD Gerber presented the Health and Welfare budget.

There was no public comment regarding the Health and Welfare budget. Staff answered informational questions from the Commission.

PD Dupuis presented the Community and Economic Development budget.

There was no public comment regarding the Community and Economic Development budget. Staff answered informational questions from the Commission.

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

There was no public comment regarding the Recreation and Culture budget. Staff answered informational questions from the Commission.

FD Gerber presented the Transfers Out budget.

There was no public or Commission comment regarding the Transfers Out budget.

FD Gerber introduced the Special Revenue Funds budget. CE Coatta presented the Major and Local Streets budgets, DPSD Zielinski presented the Solid Waste Disposal budget, CM Ecker presented the Senior Services Fund budget, and FD Gerber presented the Michigan Indigent Defense Commission, the Law & Drug

Enforcement Fund, the Opioid Settlement Fund, and the Community Development Block Grant budgets.

There was no public comment regarding the Special Revenue Funds budget. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- City staff does an excellent job in general and the City must do a better job of informing the public about the City's successes. Many factors go into evaluating streets for repair. There have been two water main issues on Arlington and Shirley just in the time since the Commission began discussing improvement of those streets.
- The collaboration between City departments is very beneficial.
- Hearing that the City is improving its operations is valuable. It may be worth exploring the finances of enabling the City to conduct its own road improvements. A campaign to increase recycling in the City and to inform residents that recycling generates revenue for the City would be worthwhile.
- The City has spent a fair amount of money on visible improvements historically. There needs to be more funds raised and spent on improving unseen infrastructure. There also needs to be more public education regarding the necessity of those improvements.

For Enterprise Funds, PSM Ford presented the Automobile Parking System budget, FD Gerber presented the Water Supply System and the Sewage Disposal budgets, and DPSD Zielinski presented both of the Golf Course budgets.

There was no public comment regarding the Enterprise Funds budget. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- Residents should know that even though their payments with ParkMobile are not reflected on the meters, parking enforcement staff are able to see that those spaces have been paid for. It would likely be more beneficial to publicize that information than it would to spend money installing modems so the payment is also reflected on the meters.
- It might be worth running a promotion to increase the number of regular users of ParkMobile.
- Alternatively, instead of incentivization, meters could be shut off in an area of town and signs could direct parkers to use ParkMobile as a pilot program for determining whether that would increase adoption.
- A License Plate Recognition Parking System combined with removing the meters might be worth further exploration in the near-term.

ITM Brunk presented the Information Technology budget.

There was no public comment regarding the Information Technology budget. Staff answered informational questions from the Commission.

For Component Units, ACM Clemence presented the Principal Shopping District budget, LD Craft presented the Baldwin Public Library budget, and FD Gerber presented the Brownfield Redevelopment Authority and the Triangle District Corridor Improvement Authority (TDCIA) budgets.

There was no public comment regarding the Component Units budget. Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- The Library would benefit from further advertising regarding its lesser-known services.
- Addresses in City presentations should be listed along with the building or business currently at that location for easier reference.

FD Gerber presented the Debt Service Fund and the Greenwood Cemetery Perpetual Care Fund budgets.

There was no public comment regarding the Debt Service Fund or the Greenwood Cemetery Perpetual Care Fund budgets. Staff answered informational questions from the Commission.

The Mayor commended all staff for their work on the budget. She noted that the Commission emphasized the importance of increased communication a number of times. She also noted the benefits of increased collaboration among City staff.

The Mayor closed the public hearing at 1:41 p.m.

IV. ADJOURN

Mayor Schafer adjourned the meeting at 1:41 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

DRAFT

Birmingham City Commission Minutes
May 6, 2024
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: https://vimeo.com/943433437

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Elaine McLain, Mayor, opened the meeting with the Pledge of Allegiance.

II. ROLL CALL

City Clerk Bingham called the roll.

Present: Mayor McLain
MPT Schafer
Commissioner Baller
Commissioner Haig
Commissioner Host
Commissioner Long
Commissioner Longe

Absent: None

Staff: Assistant City Manager Fairbairn; City Clerk Bingham, Assistant City Engineer Borton, Assistant City Manager Clemence, Planning Director Dupuis, Parking Systems Manager Ford, Finance Director Gerber, Police Captain Kearney, City Attorney Kucharek, Parks and Recreation Manager Laird, Department of Public Services Director Zielinski

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

Announcements

- The Mayor spoke in remembrance of Robert Kenning, former City Manager.

Appointments

05-415-24 Board of Review

Aditya Oberoi was interviewed by the Commission.

MOTION: Nomination by Commissioner Host:
To appoint Aditya Oberoi as a regular member to the Board of Review to serve the remainder of a three-year term to expire December 31, 2025.

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

Nays, None

05-416-24 Board of Ethics

Irene Hathaway was interviewed by the Commission.

MOTION: Nomination by Commissioner Host:
To appoint Irene Hathaway as an alternate member to the Board of Ethics to serve a three-year term to expire June 30, 2026.

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

Nays, None

05-417-24 Housing Board of Appeals

Phil Vincenti applied for reappointment and was not present for an interview.

Karson Claussen was interviewed by the Commission.

MOTION: Nomination by Commissioner Baller:
To appoint Phil Vincenti and Karson Claussen as regular members to the Housing Board of Appeals to serve three-year terms to expire May 4, 2027.

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

Nays, None

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CC Bingham swore in the present appointees and noted that absent appointees would be sworn in at a future date.

RECOGNITION OF STAFF

D. Parking System
   - Anne Jay, Parking Operations Manager
   - Chris Chartrand, Parking Maintenance Manager

E. Department of Public Services
   - Ryan Ballard, Foreman of Street, Sewer & Water
   - Derek Aldrich, Assistant Foreman of Street, Sewer & Water
   - Josh Parks, Fleet Mechanic
   - Devin Johnson, Assistant Foreman of Street, Sewer & Water
   - Ross Leibold, Park and Forestry Operator
   - Austin Green, Park and Forestry Operator
   - Andrea Swanson, DPS Office Coordinator

F. Engineering Department
   - Ali Al-Abbas, Civil Engineer

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

Jordan Bolton, attorney for David Bloom, commented regarding the Open Meetings Act.

Jim Mirro made a comment in support of residents with extenuating circumstances being able to comment during IV. Open to the Public for Matters Not on the Agenda as opposed to having to wait until their item on the agenda is addressed.

V. CONSENT AGENDA

05-418-24 Consent Agenda

MOTION: Motion by Commissioner Longe, seconded by Commissioner Host:
To approve the Consent Agenda excluding Items A, B, K, L, M, and N.

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

Nays, None

C. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 18, 2024 in the amount of $993,890.84.

DRAFT

D. Resolution to approve the warrant list, including Automated Clearing House payments, dated April 25, 2024 in the amount of $1,116,386.37.

E. Resolution to approve the warrant list, including Automated Clearing House payments, dated May 1, 2024 in the amount of $376,313.36.

F. Resolution directing the City Treasurer, in accordance with the provisions in the City Code who has reported certain special assessments and invoices, including interest and penalty, unpaid and delinquent on May 1, 2024, and;

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

Now therefore be it resolved, that the listing of unpaid and delinquent special assessments and invoices, including interest and penalty, be transferred and reassessed to the 2024 City tax roll with an additional 15% penalty and authorization be given to remove from the list any bills paid after Commission approval.

G. Resolution directing the City Treasurer, in accordance with Chapter 114, Section 114-303, of the City Code who has reported certain water/sewage accounts, including interest and penalty, unpaid and delinquent on May 1, 2024, and

Whereas, Chapter 114, Section 114-303, of the City Code provides that these payments shall be carried to the next annual City tax roll.

Now, therefore, be it resolved, that the properties with unpaid delinquent water/sewage accounts, listed in the Delinquent Water/Sewer Tax Roll, dates May 6, 2024, including interest and penalty, be transferred and reassessed to the 2024 City tax roll and authorization be given to remove from the list any bills paid or a payment plan agreement signed after Commission approval.

H. Resolution to authorize an absent voter counting board under section 765a(1) that is limited to only processing and tabulating absent voter ballots approved for tabulation and received after 4 p.m. on the day before an election and before 8 p.m. on election day for all elections going forward and to direct that the City Clerk to no later than 60 days before an election, inform the Oakland County Clerk that an absent voter counting board has been authorized by the Election Commission for the City of Birmingham.

I. Resolution to approve the new Oakland County Tactical Consortium Agreement between the City of Birmingham and the Oakland County Tactical Consortium. Further, to authorize the Mayor to sign the agreement on behalf of the City.

J. Resolution to approve the recognition of Checkered Flag Challenge, 280 Daines St. #300, Birmingham, MI 48009, as a 501(c)(3) non-profit organization to obtain a State of Michigan Raffle License with the State of Michigan Charitable Gaming Division. Furthermore, authorize the City Clerk to complete the Qualification Information Form and forward it to the Charitable Gaming Division, Lansing, MI.

DRAFT

O. Resolution to set a public hearing date of June 3, 2024 to consider the Special Land Use Permit Amendment for 260 N. Old Woodward – Coterie – to transfer ownership and update the Special Land Use Permit with the new owner, Old Woodward STA, LLC.

P. Resolution to award the 2024 Sewer Rehabilitation Program #4-24(S) to D.V.M. Utilities, Inc. in the amount of $458,549.50 and a 5% construction contingency for a total of $481,476.98. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by D.V.M. Utilities, Inc. Funding for this project has been budgeted in the following account:

Fund Account	Fund ID Number	Project Award	5%	Total
Sewer Fund	590.0-537.000-981.0200	$458,549.50	$22,927.48	$481,476.98

05-419-24 Birmingham City Commission Meeting Minutes - April 8, 2024 (Item A)

Commissioner Baller pulled Item A from the Consent Agenda, and noted that his pulling of Item A was mistaken.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Long:
To approve the meeting minutes of the regular City Commission meeting held on April 8, 2024 as written.

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

Nays, None

Birmingham City Commission Meeting Minutes - April 15, 2024 (Item B)

Commissioner Baller pulled Item B from the Consent Agenda. He raised a question regarding a motion he had introduced regarding the Rear Yard Road Assessment from Unimproved to Improved Road Assessment Policy.

It was agreed that the Clerk would review the record and return with a recommendation.

05-420-24 Resignations of Thomas Loafman, Caroline Ashleigh, and Kristin Lewis, and the Recognition of Robert Kenning (Items K, L, M, and N)

Commissioner Long pulled Items K, L, M, and N, noting that he wanted to thank board and committee volunteers for their service to the City.

MOTION: Motion by Commissioner Long, seconded by Commissioner Host:

To accept the resignation of Thomas Loafman from the Board of Review, to thank him for his service and to direct the City Clerk to begin the process of filling the vacancy;

AND,

To direct the City Clerk to begin the process of filling the vacancy on the Martha Baldwin Park Board and recognize Robert Kenning for his many years of service to the City of Birmingham;

AND,

To accept the resignation of Caroline Ashleigh from the Museum Board, to thank her for her service and to direct the City Clerk to begin the process of filling the vacancy;

AND,

To accept the resignation of Kristin Lewis from the Public Arts Board and to thank her for her service.

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

Nays, None

VI. CITY MANAGER'S REPORT

None.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

05-421-24 Rescinding Resolutions 03-071-19 and 04-088-19

CA Kucharek presented the topic and Staff answered an informational question from the Commission.

MOTION: Motion by Commissioner Haig, seconded by Commissioner Host:
To rescind resolutions 03-071-19 and 04-088-19 which defined necessity, the establishment of a special assessment district (SAD), and confirmation of a roll as it related to Pierce Street Alley.

ROLL CALL VOTE: Ayes, Commissioner Baller

DRAFT

Commissioner Longe
Commissioner Haig
Commissioner Host
Mayor McLain
Commissioner Long
MPT Schafer

Nays, None

05-422-24 Pierce Alley and West Maple Alley Project #8-24 (P) Hearing of Necessity for Paving Special Assessment District (SAD)

Commissioner Longe disclosed that her spouse has a business relationship with one of the property owners that would be affected by this SAD, that her spouse is not a tenant within the potential SAD, and that the Commissioner had been advised by the City Attorney that this relationship did not represent a conflict of interest.

The Mayor opened the public hearing at 8:08 p.m.

ACE Borton presented the item.

Public Comment
Josephine Shepherd made a comment regarding dumpsters in the alley.

Seeing no further public comment, the Mayor closed the public hearing at 8:19 p.m.

Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- If the City intends to revise how it manages trash in the alleyways, it might be appropriate to delay the repaving of these alleys until that revision is implemented.
- Alternatively, while it would be beneficial to review how the City manages trash in alleyways, this project should not be delayed for that review. The vermin management program in the alley should continue its operations.

MOTION: Motion by Commissioner Longe, seconded by MPT Schafer:

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

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of repaving on Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street; and

WHEREAS, The City has previously established a policy requiring repaving public alleys; and

WHEREAS, The City Commission, after the public hearing, has determined that repaving Pierce Alley from Merrill Street to Pierce Street and West Maple Alley from Henrietta Street to Pierce

Street, 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 repaving within the limits of the following alleys shall be installed as part of the Pierce Alley and West Maple Alley Project (Contract #8-23(P)):

Pierce Alley – Merrill Street to Pierce Street; and

West Maple Alley – Henrietta Street to Pierce Street

WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for repaving the alleys (calculated at the rate of $408.12 per foot), 100% of the contractor's charge for replacing two light fixtures on Pierce Alley (calculated at the rate of $26.68 per foot), and 100% of the contractor's charge for installing dumpster screening on the alleys (calculated at the rate of $1,200 per linear foot of the fence and prorate by the properties using the dumpsters, recycling bins, linen storage).

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 and give notice on May 20, 2024.

Paving

Sidwell Number	Street Address	Paving Assessment
1936201011	100 S. Old Woodward	$13,348.37
1936201013	114 S. Old Woodward	$47,560.65
1936201014	124 S. Old Woodward	$20,192.12
1936201015	138 S. Old Woodward	$26,448.90
1936201021	154 S. Old Woodward	$22,121.41
1936201019	251 E. Merrill	$59,387.96
1936201023	277 Pierce	$163.53
1936201026	277 Pierce Bldg Main	$238.14
1936201025	111 E. Merrill PH	$145.51
1936201024	111 E. Merrill STE 200	$781.89
1936201009	263 Pierce	$28,792.01
1936201022	247 Pierce	$26,560.12
1936201006	237 Pierce	$28,243.27
1936201005	235 Pierce	$10,695.22

1936201020	165 Pierce	$51,473.97
1936201001	135 Pierce	$52,440.64
1936129010	155 Henrietta	$65,299.62
1936129012	180 Pierce Unit 1	$6,519.75
1936129013	180 Pierce Unit 2	$7,809.29
1936129014	180 Pierce Unit 3	$7,809.29
1936129015	180 Pierce Unit 4	$7,809.29
1936129016	180 Pierce Unit 5	$1,088.38
1936129017	180 Pierce	$559.95
1936129018	180 Pierce	$1,053.85
1936129006	148 Pierce	$55,449.81
1936129004	137 W. Maple	$16,733.03
1936129003	157 W. Maple	$16,324.90
1936129002	175 W. Maple	$27,724.90
1936129001	193 W. Maple	$27,724.90

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

Nays, None

05-423-24 Public Hearing of Necessity - 2024 Cape Seal Program Special Assessment District

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

ACE Borton presented the item.

Public Comment
Bruce Wandyez spoke regarding the substrate of the road.

Steve Howell, John Steinhouse, and Mike Esper spoke regarding the condition of the road.

Staff answered informational questions from the public.

Seeing no further public comment, the Mayor closed the public hearing at 9:10 p.m.

Staff answered informational questions from the Commission.

Commissioners' comments were as follows:

- Residents concerned about their road condition can go through the petition process to request that their road be improved.
- Based on Staff comments, Staff will be accountable for addressing potential future potholes in the project area. The condition of Worth between Rivenoak and Kennesaw was particularly discussed. Residents should also use the GovAlert app to report any issues they encounter.
- Cape sealing can be done well. If a petition for road improvements is pursued by the residents, they should be aware of the costs.
- The City may be going through a period of catch-up in terms of cape sealing of some areas, and residents may find that they are more satisfied with the process once it recurs on a regular schedule.
- It is helpful that DPS expediently addresses pothole issues.

MOTION: Motion by Commissioner Baller, seconded by MPT 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 of resurfacing unimproved roads by method of pulverizing, cement stabilization, spray patching, and capeseal surface, and replacement of City sidewalk ramps; and

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

WHEREAS, The City Commission, after the public hearing, has determined that the 2024 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

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

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

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2024 Cape Seal Program (Contract #5-24(P)):

Chestnut Street – Elm Street to S. Adams Road; and
Hazel Street – Elm Street to S. Adams Road; and
Lawndale Street – Madison Street to Oakland Avenue; and
Oakdale Street – Oakland Avenue to Ridgedale Avenue; and
Oxford Street - Rivenoak Street to Madison Street; and
Rosedale Street – Rivenoak Street to Oakland Avenue; and

N. Worth Street – Kennesaw Street to Rivenoak Street, and Knox Street to E. Maple Road; and W. Southlawn Blvd. - Southfield Road to Latham Street; and
Wakefield Street - Southfield Road to Norfolk Street; and
Worthington Road - Southfield Road to Latham Street; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $34.66 per foot for properties on streets that will be pulverized, cement stabilization, and capeseal resurfaced, and $21.29 per foot for properties on streets that will be spray patched and capeseal resurfaced).

THEREFORE LET IT BE RESOLVED, The City Commission has determined that the scope of the public improvement as described is in the best interest of the City and will benefit the properties listed in the assessment roll is a necessity , and the City Commission directs the Manager to prepare a Special Assessment Roll and present the same to the City Commission for confirmation and further set a Public Hearing and give notice on May 20, 2024.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
1925477005	888 Madison	$ 1,169.72
1925477010	887 Oakland	$ 1,169.72
1925478001	916 Madison	$ 1,169.72
1925478006	915 Oakland	$ 1,169.72
1936229012	807 Chestnut	$ 1,767.58
1936229013	843 Chestnut	$ 1,767.58
1936229014	859 Chestnut	$ 1,767.58
1936229015	889 Chestnut	$ 1,472.98
1936229016	909 Chestnut	$ 1,472.98
1936229017	927 Chestnut	$ 1,472.98
1936229018	949 Chestnut	$ 1,472.98
1936229019	977 Chestnut	$ 1,472.98
1936229020	991 Chestnut	$ 1,472.98
1936229021	1007 Chestnut	$ 1,472.98
1936229022	1035 Chestnut	$ 1,472.98
1936229023	1043 Chestnut	$ 1,472.98
1936229027	1055 Chestnut	$ 1,050.23
1936231001	810 Chestnut	$ 1,767.58
1936231002	842 Chestnut	$ 1,767.58
1936231003	864 Chestnut	$ 1,767.58

1936231004	890 Chestnut	$	1,472.98
1936231006	950 Chestnut	$	1,472.98
1936231007	954 Chestnut	$	1,472.98
1936231008	988 Chestnut	$	1,472.98
1936231009	1014 Chestnut	$	1,472.98
1936231010	1028 Chestnut	$	1,472.98
1936231011	1042 Chestnut	$	1,472.98
1936231012	412 S Adams	$	1,053.96
1936231027	910 Chestnut	$	1,649.74
1936231028	932 Chestnut	$	1,296.22
1936231014	801 Hazel	$	1,767.58
1936231015	833 Hazel	$	1,767.58
1936231016	875 Hazel	$	1,767.58
1936231017	893 Hazel	$	1,472.98
1936231018	925 Hazel	$	1,472.98
1936231019	939 Hazel	$	1,472.98
1936231021	997 Hazel	$	1,472.98
1936231022	1011 Hazel	$	1,472.98
1936231023	1031 Hazel	$	1,472.98
1936231024	1053 Hazel	$	1,472.98
1936231025	1077 Hazel	$	1,972.91
1936231026	1085 Hazel	$	2,651.36
1936231029	959 Hazel	$	1,472.98
1936231030	977 Hazel	$	1,472.98
1936233001	820 Hazel	$	1,767.58
1936233002	844 Hazel	$	1,767.58
1936233003	868 Hazel	$	1,767.58
1936233004	896 Hazel	$	1,472.98
1936233005	920 Hazel	$	1,472.98
1936233006	942 Hazel	$	1,472.98
1936233007	960 Hazel	$	1,472.98
1936233008	982 Hazel	$	1,472.98
1936233009	998 Hazel	$	1,472.98
1936233010	1020 Hazel	$	1,472.98
1936233011	1044 Hazel	$	1,472.98
1936233012	1060 Hazel	$	1,472.98
1936233013	1078 Hazel	$	1,472.98
1936233014	520 S Adams	$	3,163.96

Street Spray Patching and Cape Seal Resurfacing

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Sidwell Number	Street Address	Cape Seal Assessment
1925428007	984 Kennesaw	$ 745.16
1925428015	983 Rivenoak	$ 745.16
1925429001	1018 Kennesaw	$ 745.16
1925429004	1019 Rivenoak	$ 745.16
1925486007	191 N. Worth	$ 1,049.61
1925486008	171 N. Worth	$ 904.84
1925486009	159 N. Worth	$ 904.84
1925486017	-	$ 863.59
1925487001	1016 Knox Ave	$ 524.11
1925487003	156 N. Worth	$ 1,085.80
1925487007	1025 E Maple	$ 2,936.19
1925431004	884 Rivenoak	$ 691.93
1925431009	883 Madison	$ 718.55
1925432001	910 Rivenoak	$ 691.93
1925432004	911 Madison	$ 718.55
1925460008	592 Oakland	$ 718.55
1925460018	591 Ridgedale	$ 718.55
1925480001	632 Oakland	$ 718.55
1925480007	625 Ridgedale	$ 718.55
1925401003	492 Rivenoak	$ 691.93
1925401007	487 Madison	$ 718.55
1925405001	512 Rivenoak	$ 691.93
1925405010	515 Madison	$ 718.55
1925458001	440 Madison	$ 895.79
-	City ROW	$ 811.16
1925461001	35300 Woodward Ave #201	$ 47.15
1925461002	35300 Woodward Ave #202	$ 23.88
1925461003	35300 Woodward Ave #203	$ 37.31
1925461004	35300 Woodward Ave #204	$ 37.69
1925461005	35300 Woodward Ave #205	$ 48.57
1925461006	35300 Woodward Ave #206	$ 52.81
1925461007	35300 Woodward Ave #207	$ 39.16
1925461008	35300 Woodward Ave #208	$ 39.16
1925461009	35300 Woodward Ave #209	$ 52.81
1925461010	35300 Woodward Ave #301	$ 47.75
1925461011	35300 Woodward Ave #302	$ 23.88
1925461012	35300 Woodward Ave #303	$ 37.31
1925461013	35300 Woodward Ave #304	$ 37.69
1925461014	35300 Woodward Ave #305	$ 49.17

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1925461015	35300 Woodward Ave #306	$	54.01
1925461016	35300 Woodward Ave #307	$	39.70
1925461017	35300 Woodward Ave #308	$	39.70
1925461018	35300 Woodward Ave #309	$	54.01
1925461019	35300 Woodward Ave #401	$	47.75
1925461020	35300 Woodward Ave #402	$	23.88
1925461021	35300 Woodward Ave #403	$	37.31
1925461022	35300 Woodward Ave #404	$	37.69
1925461023	35300 Woodward Ave #405	$	49.17
1925461024	35300 Woodward Ave #406	$	54.01
1925461025	35300 Woodward Ave #407	$	39.70
1925461026	35300 Woodward Ave #408	$	39.70
1925461027	35300 Woodward Ave #409	$	54.01
1925461028	35300 Woodward Ave #501	$	47.75
1925461029	35300 Woodward Ave #502	$	23.88
1925461030	35300 Woodward Ave #503	$	37.31
1925461031	35300 Woodward Ave #504	$	37.69
1925461032	35300 Woodward Ave #505	$	49.17
1925461033	35300 Woodward Ave #506	$	54.01
1925461034	35300 Woodward Ave #507	$	39.70
1925461035	35300 Woodward Ave #508	$	39.70
1925461036	35300 Woodward Ave #509	$	54.01
1925461037	35300 Woodward Ave Main BLDG	$	-
1935477008	1697 Latham	$	1,363.77
1935477009	1152 Worthington	$	1,194.38
1935477010	1094 Worthington	$	886.74
1935477011	1056 Worthington	$	1,085.80
1935477012	1002 Worthington	$	904.84
1935477013	980 Worthington	$	904.84
1935477014	964 Worthington	$	1,266.77
1935477015	1608 Southfield	$	1,990.64
1935478002	1133 Worthington	$	1,195.29
1935478003	1115 Worthington	$	1,148.60
1935478004	1005 Worthington	$	1,167.78
1935478005	1001 Worthington	$	931.44
1935478006	969 Worthington	$	904.84
1935478007	943 Worthington	$	904.84
1935478008	927 Worthington	$	1,085.80
1935478016	895 Worthington	$	1,990.64
1935476017	1250 Wakefield	$	472.16

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1935476024	1783 Norfolk	$ 480.36
1935479009	1190 Wakefield	$ 1,013.42
1935479010	1164 Wakefield	$ 1,266.77
1935479011	1130 Wakefield	$ 1,538.22
1935479012	1106 Wakefield	$ 1,447.74
1935479013	1074 Wakefield	$ 1,628.71
1935479014	1058 Wakefield	$ 1,447.74
1935479015	1030 Wakefield	$ 1,538.22
1935479016	990 Wakefield	$ 1,357.25
1935479017	948 Wakefield	$ 1,411.54
1935480001	1829 Norfolk	$ 1,778.55
1935480005	1255 Wakefield	$ 479.03
1935481001	1199 Wakefield	$ 1,359.97
1935481002	1155 Wakefield	$ 1,430.91
1935481003	1133 Wakefield	$ 1,184.25
1935481004	1111 Wakefield	$ 1,184.25
1935481005	1099 Wakefield	$ 1,184.25
1935481006	1067 Wakefield	$ 1,199.45
1935481007	1035 Wakefield	$ 1,236.55
1935481008	1003 Wakefield	$ 1,236.73
1935481009	997 Wakefield	$ 1,236.55
1935481010	955 Wakefield	$ 1,236.55
1935481029	-	$ 398.13
1935478009	1711 Latham	$ 425.81
1935478010	1120 W Southlawn	$ 1,628.71
1935478011	1098 W Southlawn	$ 1,447.74
1935478012	1050 W Southlawn	$ 1,357.25
1935478013	1024 W Southlawn	$ 1,266.77
1935478014	990 W Southlawn	$ 1,357.25
1935478015	900 W Southlawn	$ 1,538.22
1935478017	892 W Southlawn	$ 1,990.64
1935479001	1187 W Southlawn	$ 351.29
1935479002	1143 W Southlawn	$ 1,628.71
1935479003	1097 W Southlawn	$ 1,465.83
1935479004	1063 W Southlawn	$ 1,900.16
1935479005	1025 W Southlawn	$ 1,683.00
1935479006	999 W Southlawn	$ 1,357.25
1935479007	901 W Southlawn	$ 1,538.22
1935479018	-	$ 1,990.64

ROLL CALL VOTE: Ayes, Commissioner Baller
Commissioner Longe

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Commissioner Haig
Commissioner Host
MPT Schafer
Mayor McLain
Commissioner Long

Nays, None

05-424-24 Michigan Natural Resources Trust Fund Grant Application - IN PROGRESS

PRM Laird presented the item.

Public Comment
Judy Doyle expressed her enthusiastic support for the grant application.

MOTION: Motion by Commissioner Host, seconded by Commissioner Longe:
To authorize Birmingham to apply for a Michigan Natural Resource Trust Fund (MNRTF) grant through the Michigan Department of Natural Resources (MDNR), and further directing the City Clerk to sign the resolution.

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

Nays, None

Commission Items for Future Discussion.

05-425-24 Condition of Lincoln

MOTION: Motion by Commissioner Long, seconded by Commissioner Haig:
To consider action on Lincoln between Eton and where it dead ends on the railroad tracks for a future time.

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

Nays, Commissioner Baller

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05-426-24 Handling of Garbage Downtown

MOTION: Motion by Commissioner Baller, seconded by Mayor McLain:
To discuss the handling of garbage downtown.

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

Nays, None

Commission discussion on items from a prior meeting

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

A. Shirley & Arlington Letters

Public Comment

Jim Mirro and Heidi Pinkert supported Arlington and Shirley being treated more like Westwood.

X. REPORTS

A. Commissioner Reports
    1. Notice of intention to appoint to the Board of Ethics
    2. Notice of intention to appoint to the Martha Baldwin Park Board
    3. Notice of intention to appoint to the Board of Review
    4. Notice of Intention to appoint to the Museum Board
B. Commissioner Comments

Commissioner Host thanked the residents of Arlington and Shirley for their ongoing participation in the deliberative process.

Commissioner Long commented on how public discourse is impacted by a selective representation of facts, and spoke in favor of the Arlington and Shirley project moving forward in alignment with the Commission's prior resolution on the matter.

Mayor McLain thanked everyone for their participation in the 2024-2025 Budget Hearing, noted some of the explanatory brochures available to residents, said she would be available at future Birmingham Farmers' Markets to speak with residents, said she met students who had not previously met a Mayor, said Birmingham would be featured in a British television show about different cities and towns named Birmingham across the United States, said she would be

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attending the South Oakland Mayors Dinner, and noted there would be an upcoming Open House regarding the Senior/Community Center.

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

The Mayor noted there were no updates regarding noise on Woodward and that there was an update regarding short-term rentals.

E. City Staff
    1. 3rd Quarter Budget Report
    2. 3rd Quarter Investment Report

INFORMATION ONLY

XI. ADJOURN

The Commission motioned to adjourn at 10:11 p.m.

Alexandria Bingham, City Clerk

Laura Eichenhorn, City Transcriptionist

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City of Birmingham
Warrant List Dated 05/09/2024

Meeting of 05/20/2024

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
297767	*	009849	4ALLPROMOS	1,729.58
297768		004877	AASLH	3,650.00
297769		BDREFUND	AB HOMES LLC	5,000.00
297770	*	008106	ACUSHNET COMPANY	1,511.78
297771		009507	AIR HANDLERS SERVICE CORP.	1,596.58
297772		SADREFUND	ALEXANDER SUPPA, STEFAN JOSEPH	751.40
297773	*	009393	AMANDA MCBRIDE	768.00
297774	*	000401	AMERICAN FLAG & BANNER	161.90
297775	*	MISC	ANDY AUBREY	200.00
297776		BDREFUND	ANTHONY BESHOURI PAULA BESHOUR	200.00
297777		000500	ARTECH PRINTING INC	161.00
297777	*	000500	ARTECH PRINTING INC	54.00
297778	*	009586	ASPEN OUTDOORS	652.00
297779	*	006759	AT&T	454.13
297780	*	006759	AT&T	178.90
297781		BDREFUND	AYAR CONSTRUCTION LLC	100.00
297782		BDREFUND	AYERS BASEMENT SYSTEMS	200.00
297783		000843	BAKER & TAYLOR BOOKS	11.87
297784		009609	BALIAN LEGAL, PLC	660.00
297785		001122	BOB BARKER CO INC	927.96
297786		BDREFUND	BEDIENT CONSTRUCTION	265.00
297787		BDREFUND	Benchmark Pool, LLC	200.00
297788		BDREFUND	BENEDETTO, ANTHONY	100.00
297789		000524	BIRMINGHAM LOCKSMITH INC	100.00
297790		BDREFUND	BLOOMFIELD CUSTOM HOMES LLC	2,500.00
297791		003526	BOUND TREE MEDICAL, LLC	2,653.95
297792	*	MISC	BRAD FEDDERS	200.00
297793		006520	BS&A SOFTWARE, INC	13,899.00
297794	*	009420	JOSEPH BUNTING	38.92
297795	*	009420	JOSEPH BUNTING	9.72
297796	*	009420	JOSEPH BUNTING	8.75
297797		BDREFUND	BUTCHER, CAROLYN J	100.00
297798		003907	CADILLAC ASPHALT, LLC	1,871.20
297799		BDREFUND	CAMDEN, CARL	1,000.00
297800		BDREFUND	CANNON CONSTRUCTION	100.00
297801	*	009078	CANON SOLUTIONS AMERICA INC	236.93
297802		SADREFUND	CAREY, FRANKLIN	933.36
297803	*	009809	CAROLINE ROBINSON	140.00
297804	*	009137	CGS, INC	1,650.00
297805		SADREFUND	CHAPPELL, ALEXANDRA	933.36
297806	*	007774	COMCAST BUSINESS	1,277.02
297807		BDREFUND	CONSTRUCTION FLEET LLC	100.00

City of Birmingham
Warrant List Dated 05/09/2024

Meeting of 05/20/2024

Check Number	Early Release	Vendor #	Vendor	Amount
297808	*	000627	CONSUMERS ENERGY	1,617.00
297809		008512	COOL THREADS EMBROIDERY	4,385.93
297810	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	10.00
297811		009309	DEALER AUTO PARTS	119.85
297812		000575	DEMCO, INC	147.53
297813		BDREFUND	DEREK VANDOMMELEN	1,000.00
297814	*	005125	DEVIN DEROECK	15.00
297815	*	006688	DRUM DANCER RECORDS INC	200.00
297816	*	000179	DTE ENERGY	199.69
297817	*	000179	DTE ENERGY	89.50
297818	*	000179	DTE ENERGY	20.32
297819	*	000179	DTE ENERGY	59.99
297820	*	000179	DTE ENERGY	473.51
297821	*	000180	DTE ENERGY	44,755.00
297822		009340	DVM UTILITIES	9,360.00
297823		008164	GARY EISELE	83.08
297824		BDREFUND	EMERGENCY EGRESS LLC	100.00
297825		001495	ETNA SUPPLY	4,365.00
297826	*	008574	DENNIS FARAC	200.00
297827	*	001223	FAST SIGNS	333.57
297828		SADREFUND	FIRST CHRCH/CHRST SCIENTST	409.37
297829		007314	FLEIS AND VANDENBRINK ENG. INC	4,744.32
297830		BDREFUND	FLOYD STREET, III, LLC	750.00
297831		BDREFUND	G J PERELLI	100.00
297832		BDREFUND	G. WILSON BUILDERS, INC.	100.00
297833		BDREFUND	GARDNER ELECTRIC	188.00
297834	*	001233	GCSAA	465.00
297835	*	004604	GORDON FOOD	265.39
297836		SADREFUND	GREAT LAKE STRATEGIES LLC	777.80
297837		BDREFUND	GRETCHKO, STEVEN M	1,000.00
297838		BDREFUND	GREY OAKS CHIMNEY SERVICE	100.00
297839		000249	GA BUSINESS PURCHASER LLC	186.00
297840		001531	GUNNERS METER & PARTS INC	124.00
297841		BDREFUND	HAMILTON ROW BIRMINGHAM LLC	500.00
297842		BDREFUND	HELLER & ASSOCIATES INC	2,560.00
297843		MISC	HENRY FORD COLLEGE	94.50
297844	*	007466	HOME BUILDERS ASSOC. OF SE MI	649.00
297845	*	001956	HOME DEPOT CREDIT SERVICES	621.18
297846		MISC	HOWELL CARNEGIE DISTRICT LIBRARY	28.00
297847		000948	HYDROCORP	3,879.72
297848		009839	IMPACT RESCUE LLC	455.00
297849		000342	INTERSTATE BATTERIES OF SE MICH	1,931.33
297850	*	009401	IRENE S WASSEL	360.00

City of Birmingham
Warrant List Dated 05/09/2024

Meeting of 05/20/2024

Check Number	Early Release	Vendor #	Vendor	Amount
297851	*	MISC	JACK A DANOU	30.00
297852		SADREFUND	JACKSON, SUSAN D	552.93
297853		008945	H JENNINGS	107.46
297854		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	200.00
297855	*	009854	JOSEPH ELLIOTT USA LLC	449.00
297856	*	009403	JUSTIN ZAYID	720.00
297857		SADREFUND	KBJ GROUP LLC	886.69
297858		BDREFUND	LAKES DEVELOPMENT GROUP	100.00
297859		SADREFUND	LANG LIVING TRUST	1,182.26
297860	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,080.00
297861	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	864.00
297862		009533	LIBRARY IDEAS, LLC	585.16
297863		009375	LITHIA MOTORS, INC SUPPORT SERVICES	5,747.14
297864		001669	MACP	250.00
297865		009663	MACQUEEN EQUIPMENT, LLC	766.48
297866		BDREFUND	MAINSTREET DESIGN & BUILD	500.00
297867		BDREFUND	MANCUSO, SAM	1,000.00
297868		BDREFUND	MASTER CONCRETE LLC	100.00
297869		SADREFUND	MCDONALD, ERIK J	777.80
297870		BDREFUND	MHRAC INC	500.00
297871	*	MISC	MIA DECERCHIO	17.00
297872	*	009200	MICHAEL MORRISON	750.00
297873		009630	MIDWAY CLEANING CO, LLC	800.00
297874		MISC	MIDWEST GANG INVESTIGATOR ASSOC.	260.00
297875		000230	MIKE SAVOIE CHEVROLET INC	1,256.08
297876		BDREFUND	MOISEEV, IGOR	200.00
297877		BDREFUND	MONKEY 22, LLC	500.00
297878	*	009047	ROBERT MONTELEONE	200.00
297879		SADREFUND	MONTGOMERY, KATIE L	700.02
297880		BDREFUND	MOORE DEVELOPMENT GROUP LLC	1,025.00
297881		BDREFUND	MOSHER DOLAN	100.00
297882		BDREFUND	NELSON WOODWORKING INC	2,000.00
297883	*	004827	NICK'S MAINTENANCE SERVICE	10,700.00
297884		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	400.00
297885		002853	OAKLAND COMMUNITY COLLEGE	100.00
297886	*	009478	ODP BUSINESS SOLUTIONS, LLC	337.68
297887		MISC	ORION TOWNSHIP PUBLIC LIBRARY	32.00
297888		MISC	OWEN ROBERT REIBSCHEID	60.00
297889		009467	PARK PLACE TECHNOLOGIES, LLC	2,124.72
297890	*	009827	PARKER TECHNOLOGY, LLC	1,541.00
297891		008028	PK SAFETY SUPPLY	236.68
297892		SADREFUND	PLISKIN, VICTOR	1,213.37
297893		MISC	PLYMOUTH DISTRICT LIBRARY	17.12

City of Birmingham
Warrant List Dated 05/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
297894		001263	POSITIVE PROMOTIONS INC	774.00
297895	*	000801	POSTMASTER	320.00
297896	*	000801	POSTMASTER	320.00
297897		009154	POWERDMS INC	7,854.35
297898		BDREFUND	QUALITY LUMBER	300.00
297899	*	009394	RABAA & NACHAWATI PLLC	720.00
297900		BDREFUND	RAM CONSTRUCTION SERVICES	200.00
297901	*	MISC	RICHARD BOVA	37.61
297902	*	009710	ROBERT STEPHEN SKON	200.00
297903		BDREFUND	SA SCRIPT INC	100.00
297904		006932	SALINE DISTRICT LIBRARY	58.00
297905		SADREFUND	SCHULTE, KELLY	777.80
297906		SADREFUND	SILVINO, RYAN C	622.24
297907		BDREFUND	SOULLIERE STONE DESIGN	100.00
297908	*	007907	SP+ CORPORATION	66,372.69
297909		MISC	ST. CLAIR COUNTY LIBRARY	48.46
297910	*	001005	STATE OF MICHIGAN	300.00
297911		BDREFUND	STEINKOPF LANDSCAPE DESIGN CONTRACT	100.00
297912		BDREFUND	STERLING DEVELOPMENT CORP	100.00
297913	*	003725	SWANK MOTION PICTURES INC	815.00
297914		SADREFUND	SYROWIK, JUSTIN M	1,088.92
297915		BDREFUND	TECHHOME BUILDING CO., LLC	2,400.00
297916		BDREFUND	TEMPLETON BUILDING COMPANY	500.00
297917	*	009384	THE EDITH BLAKNEY LAW FIRM, PLLC	1,080.00
297918		BDREFUND	TIM BOKOVOY	200.00
297919	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	3,592.00
297920		SADREFUND	TRUMAN, SCOTT R	777.80
297921		008632	TURNOUT RENTAL	198.50
297922	*	001279	US FIGURE SKATING ASSOC.	17.50
297923	*	000293	VAN DYKE GAS CO.	154.00
297924		SADREFUND	VANDERLINDEN, JENNIFER	933.36
297925	*	000158	VERIZON WIRELESS	102.98
297926	*	000158	VERIZON WIRELESS	49.19
297927	*	000158	VERIZON WIRELESS	1,063.58
297928		BDREFUND	VERTEX REMODELING & RESTORATION	200.00
297929	*	009806	VFP FIRE SYSTEMS	945.00
297930		BDREFUND	WALLSIDE INC	500.00
297931		SADREFUND	WANG, ROY	1,104.48
297932		MISC	WEST BLOOMFIELD TWP PUBLIC LIBRARY	15.12
297933		SADREFUND	WITHAM, TAELOR	808.91
297934		BDREFUND	WITTER CONSTRUCTION LLC	200.00
			SUBTOTAL PAPER CHECK	$272,130.97

ACH TRANSACTION

City of Birmingham
Warrant List Dated 05/09/2024

Meeting of 05/20/2024

Check Number	Early Release	Vendor #	Vendor	Amount
10577	*	008649	ROBERT ABRAHAM JR.	328.86
10578	*	001797	ALLEGRA MARKETING, PRINT, MAIL	110.84
10579	*	009576	ARAMARK REFRESHMENT SERVICES	167.74
10580	*	001357	ART/DESIGN GROUP LTD	325.00
10581	*	009383	BATTI LAW PLLC	360.00
10582	*	008983	BRENNA SANDLES	714.75
10583		008545	JAIMI BROOK	151.25
10584	*	009396	CECILIA QUIRINDONGO BAUNSOE	720.00
10585	*	009122	CLAIRE CHUNG	632.50
10586		000605	CINTAS CORPORATION	258.06
10587		000605	CINTAS CORPORATION	253.28
10588	*	008044	CLUB PROPHET	62.00
10589		002668	CONTRACTORS CLOTHING CO	277.28
10590	*	001367	CONTRACTORS CONNECTION INC	129.00
10591		009840	THOMAS S. KLISE COMPANY, INC	386.07
10592	*	006999	CHRISTOPHER DEMAN	406.00
10593	*	001077	DUNCAN PARKING TECH INC	6,202.35
10594		007807	G2 CONSULTING GROUP LLC	34,094.00
10595	*	000243	GRAINGER	462.84
10596	*	009382	HB LAW, PLLC	360.00
10597		001318	HERC RENTALS	1,858.29
10598		000331	HUBBELL ROTH & CLARK INC	3,350.14
10599	*	009390	IDUMESARO LAW FIRM, PLLC	1,848.00
10600	*	008851	INSIGHT INVESTMENT	6,639.53
10601		000261	J.H. HART URBAN FORESTRY	62,249.21
10602	*	009482	JAMIL KIM	800.00
10603		009249	JCC CREATIVE LLC	150.00
10604	*	009559	JENETTE MAITZ	2,430.00
10605	*	003458	JOE'S AUTO PARTS, INC.	103.79
10606	*	003404	LADUKE ROOF.& SHT.METAL CORP	296.00
10607	*	009392	LAMB LEGAL CONSULTING SERVICES	360.00
10608	*	009385	LAW OFFICE OF MICHAEL J. DICK	888.00
10609	*	005550	LEE & ASSOCIATES CO., INC.	3,751.08
10610	*	003527	LOWER HURON SUPPLY CO INC	393.86
10611	*	009398	MARCIA C ROSS PC	780.00
10612	*	009242	MILES PARTNERSHIP LLLP	1,430.00
10613	*	001035	MUNICIPAL EMERGENCY SERVICES INC	73.75
10614	*	009331	MY CONCIERGE MICHIGAN, LLC	368.00
10615		001194	NELSON BROTHERS SEWER	912.00
10615	*	001194	NELSON BROTHERS SEWER	550.00
10616	*	006359	NYE UNIFORM COMPANY	250.00
10617	*	009395	ORLANDO LAW PRACTICE PC	478.00
10618	*	003963	DAVID PAPANDREA	25.00

Meeting of 05/20/2024

City of Birmingham
Warrant List Dated 05/09/2024

Check Number	Early Release	Vendor #	Vendor	Amount
10619	*	001753	PEPSI COLA	608.55
10620	*	009655	POWERVAC	190.00
10621	*	003785	SIGNS-N-DESIGNS INC	2,561.00
10622		000254	SOCRRA	86,202.00
10623	*	001097	SOCWA	144,088.58
10624	*	002037	TOTAL ARMORED CAR SERVICE, INC.	281.45
10625	*	005806	ULINE	1,215.36
10626	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,662.60
10627	*	009379	YELLOW DOOR LAW	8,232.00
			SUBTOTAL ACH TRANSACTION	$381,428.01
			GRAND TOTAL	$653,558.98

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

Mark Gerber
Finance Director/ Treasurer

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

City of Birmingham
Warrant List Dated 05/16/2024

Check Number	Early Release	Vendor #	Vendor	Amount
PAPER CHECK				
297935		009346	ACCUFORM PRINTING & GRAPHICS, INC	130.00
297936	*	008872	ACE DOOR COMPANY	140.00
297937		006638	ACTION MAT & TOWEL RENTAL, INC	40.00
297938	*	008106	ACUSHNET COMPANY	123.62
297939	*	MISC	ADAM SHULMAN	300.00
297940	*	007266	AETNA BEHAVIORAL HEALTH LLC	579.09
297941		007745	ALL COVERED	1,701.45
297942		009372	ALLIED FIRE SALES & SERVICE	1,127.21
297943	*	007033	APPLIED IMAGING	314.47
297944	*	009202	AQUARIUM DESIGN INC	240.00
297945		MISC	ASHLEY PAINTER	18.39
297946	*	006759	AT&T	66.25
297947	*	MISC	AT&T	61.66
297948		BDREFUND	BABI CONSTRUCTION INC	1,000.00
297949	*	008708	DAVID BARTLEY	241.75
297950	*	009634	BEARING SERVICE	728.40
297951		BDREFUND	BERTUZZI, JULIE	35,000.00
297952	*	000522	BIG BEAVER PLUMBING,HEATING INC.	435.00
297953		BDREFUND	BRANDYWINE CONSTRUCTION LLC	2,500.00
297954	*	006966	BRIDGESTONE GOLF, INC	379.37
297955		003907	CADILLAC ASPHALT, LLC	741.16
297956	*	009078	CANON SOLUTIONS AMERICA INC	301.12
297957		BDREFUND	CAPILLA CONCRETE	100.00
297958		007732	CAPITAL TIRE, INC.	810.56
297959	*	000444	CDW GOVERNMENT INC	293.74
297960		BDREFUND	COMPLETE HOME IMPROVEMENT	2,500.00
297961		BDREFUND	CREATIVE BRICK PAVING & LANDSCAPING	300.00
297962		009024	THE D.M. BURR GROUP	4,819.00
297963		008559	DETROIT BATTERY COMPANY LLC	196.95
297964		001454	DOUGLAS CLEANERS INC.	270.00
297965	*	000190	DOWNRIVER REFRIGERATION	308.16
297966	*	000179	DTE ENERGY	136.77
297967	*	000179	DTE ENERGY	1,983.87
297968	*	000179	DTE ENERGY	134.82
297969	*	000179	DTE ENERGY	2,131.77
297970	*	000179	DTE ENERGY	88.56
297971	*	000179	DTE ENERGY	35.54
297972	*	000179	DTE ENERGY	21.25
297973	*	000179	DTE ENERGY	216.11
297974	*	000179	DTE ENERGY	17.65
297975	*	000179	DTE ENERGY	1,400.50
297976	*	000179	DTE ENERGY	735.80

City of Birmingham
Warrant List Dated 05/16/2024

Meeting of 05/20/2024

Check Number	Early Release	Vendor #	Vendor	Amount
297977	*	000180	DTE ENERGY	53,170.11
297978	*	009622	ELECTROCYCLE, INC.	50.00
297979	*	009488	ANDREW ERICKSON	337.71
297980		BDREFUND	EXCLUSIVE CUSTOM HOMES/VULMAN	1,700.00
297981	*	008495	FALCON ASPHALT REPAIR EQUIPMENT	462.86
297982		BDREFUND	FINISHED BASEMENTS PLUS LLC	300.00
297983		BDREFUND	GLUCKMAN & CO.DBA	200.00
297984	*	009556	MADELINE GOLD	229.50
297985	*	004604	GORDON FOOD	2,230.89
297986	*	009275	GREAT LAKES COCA-COLA DISTRIBUTION	532.00
297987		000249	GA BUSINESS PURCHASER LLC	284.64
297988	*	000726	GUARDIAN ALARM	305.12
297989		001531	GUNNERS METER & PARTS INC	51.00
297990	*	001956	HOME DEPOT CREDIT SERVICES	557.07
297991	*	001415	HORNUNG'S PRO GOLF SALES INC	702.20
297992		BDREFUND	HRH CONSTRUCTION LLC	300.00
297993		001090	INGRAM LIBRARY SERVICES	13,394.30
297996		BDREFUND	INTERIOR SPACE MANAGEMENT	1,000.00
297997		BDREFUND	INTERIOR SPACE MANAGEMENT OF MICHIG	5,000.00
297998	*	009551	INTERMEDIA. NET INC	765.21
297999		000344	J.T. EXPRESS, LTD.	766.50
298000		BDREFUND	JAMES GEORGE-JOSEPH CASSAR	100.00
298001	*	MISC	JEFF NEESE	300.00
298002	*	009234	JEFFREY RONDEAU	252.08
298003		MISC	JENNIFER BROWN	13.62
298004		005291	KAESER & BLAIR INC	948.51
298005		MISC	KEITH LAMPEAR	660.00
298006	*	004088	KGM DISTRIBUTORS INC	774.00
298007		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
298008	*	009663	MACQUEEN EQUIPMENT, LLC	579.01
298009		BDREFUND	MALISZEWSKI, MATTHEW	500.00
298010		008817	MARCO TECHNOLOGIES, LLC.	104.36
298011		BDREFUND	MCCOMB CONSTRUCTION CO INC	750.00
298012		BDREFUND	MCKAYE, JEFFREY C	500.00
298013		009200	MICHAEL MORRISON	1,800.00
298014		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
298015	*	007479	MICHIGAN BREAD BAKERY	51.50
298016		007163	MOBILE HEALTH RESOURCES	1,338.79
298017		BDREFUND	MOSHER DOLAN	1,000.00
298018		BDREFUND	N A MANS & SONS INC	500.00
298019	*	007665	NATIONWIDE POWER SOLUTIONS INC.	2,054.68
298020	*	005431	NILFISK, INC.	507.19
298021		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00

City of Birmingham
Warrant List Dated 05/16/2024

Check Number	Early Release	Vendor #	Vendor	Amount
298022		008250	OAKLAND COUNTY TACTICAL	2,550.00
298023	*	004370	OCCUPATIONAL HEALTH CENTERS	2,302.00
298024	*	009478	ODP BUSINESS SOLUTIONS, LLC	184.89
298025		BDREFUND	PATRICK B MCCAULEY JNT TRUST	100.00
298026		001263	POSITIVE PROMOTIONS INC	353.77
298027	*	005733	POWER LINE SUPPLY	13,614.58
298028		BDREFUND	PREMIER BUILDER INC	100.00
298029		008974	PREMIER PET SUPPLY	191.98
298030		009614	PROGRESSIVE PLUMBING SUPPLY CO	26.31
298031		BDREFUND	RENEWAL BY ANDERSEN LLC	500.00
298032		MISC	ROB FITZPATRICK	300.00
298033	*	002759	ROCKET ENTERPRISE INC	390.00
298034		000218	ROYAL OAK P.D.Q. LLC	101.00
298035	*	002806	SAM'S CLUB/SYNCHRONY BANK	1,102.99
298036		BDREFUND	SCHMITZ, TIMOTHY C	1,850.00
298037	*	007142	SHERWIN-WILLIAMS COMPANY	97.04
298038	*	008815	SHI INTERNATIONAL CORP.	1,642.30
298039	*	008073	SITEONE LANDSCAPE SUPPLY, INC	331.94
298040		BDREFUND	SMOLYANOV HOME IMPROVMENT	100.00
298041	*	009859	SQUISHTEES	760.20
298042		BDREFUND	STERLING DEVELOPMENT CORP	100.00
298043	*	007408	T-MOBILE	652.44
298044		008697	T-MOBILE USA, INC	30.00
298045		BDREFUND	TALL TIMBER TRAIL BULDING LLC	2,000.00
298046	*	000286	TARGET SPECIALTY PRODUCTS	275.94
298047	*	001076	TAYLOR FREEZER OF MICH INC	325.00
298048	*	007695	TEAM GOLF	76.45
298049		BDREFUND	TECHHOME BUILDING CO., LLC	1,000.00
298050		BDREFUND	TRI PHASE COMMERCIAL CONST LLC	200.00
298051		BDREFUND	TRI-PUPS INC	100.00
298052	*	004379	TURNER SANITATION, INC	290.00
298053	*	008941	UPTOWN MARKET OF BIRMINGHAM	253.92
298054	*	009863	US BANK EQUIPMENT FINANCE	144.93
298055	*	007226	VALLEY CITY LINEN, INC	403.19
298056	*	000293	VAN DYKE GAS CO.	150.00
298057	*	000158	VERIZON WIRELESS	1,277.19
298058	*	000158	VERIZON WIRELESS	295.02
298059	*	000158	VERIZON WIRELESS	99.72
298060	*	000158	VERIZON WIRELESS	76.02
298061	*	000158	VERIZON WIRELESS	151.75
298062		000299	WEINGARTZ SUPPLY CO.	69.93
298063		MISC	WEST BLOOMFIELD TWP PUBLIC LIBRARY	15.40
298064	*	004512	WOLVERINE POWER SYSTEMS	699.00

City of Birmingham
Warrant List Dated 05/16/2024

Check Number	Early Release	Vendor #	Vendor	Amount
298065	*	009460	BRANDON WYNN	245.00
298066	*	008391	XEROX CORPORATION	38.59
298067	*	008902	ZORO TOOLS, INC.	291.99
			SUBTOTAL PAPER CHECK	$193,903.32
EFT TRANSFER				
" "		009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	47,558.82
" "	*	009593	BLUE CROSS BLUE SHIELD OF MICHIGAN	57,608.70
" "		009636	HEALTHEQUITY, INC	3,630.05
			SUBTOTAL EFT TRANSFER	$108,797.57
ACH TRANSACTION				
10643	*	007329	ALL AMERICAN ARENA PRODUCTS LLC	2,028.24
10644	*	000517	BEIER HOWLETT P.C.	198.00
10645	*	007345	BEVERLY HILLS ACE	37.24
10646	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	450.00
10647	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	118.50
10648		009183	BOB ADAMS TOWING	95.30
10649		000605	CINTAS CORPORATION	195.85
10650	*	000605	CINTAS CORPORATION	178.02
10651	*	000605	CINTAS CORPORATION	54.28
10652		001750	COMERICA BANK	1,470.58
10652		001750	COMERICA BANK	303,995.09
10653		003176	COMERICA BANK - RHC	739.83
10653		003176	COMERICA BANK - RHC	98,930.19
10654	*	002668	CONTRACTORS CLOTHING CO	12.00
10655		001367	CONTRACTORS CONNECTION INC	256.50
10656	*	009195	CROWN CASTLE FIBER LLC	4,599.95
10657		009529	DAVEY RESOURCE GROUP, INC.	2,275.00
10658	*	009557	ZECO, LLC	330.00
10659	*	000565	DORNBOS SIGN & SAFETY INC	1,234.48
10660	*	009862	FUNNY BUSINESS AGENCY, INC.	1,400.00
10661	*	007807	G2 CONSULTING GROUP LLC	6,914.00
10662	*	009833	GEN OIL COMPANY	2,216.35
10663		002532	GOLLING CHRYSLER JEEP DODGE INC	2,586.51
10664	*	000243	GRAINGER	639.68
10665	*	007870	J.C. EHRLICH CO. INC.	179.13
10666	*	003458	JOE'S AUTO PARTS, INC.	199.85
10667	*	000891	KELLER THOMA	206.25
10668	*	004085	KONE INC	2,086.45
10669	*	005550	LEE & ASSOCIATES CO., INC.	473.37
10670	*	007977	KAREN LINGENFELTER	588.00
10671	*	001035	MUNICIPAL EMERGENCY SERVICES INC	75.13
10672		001194	NELSON BROTHERS SEWER	468.00

Meeting of 05/20/2024

City of Birmingham
Warrant List Dated 05/16/2024

Check Number	Early Release	Vendor #	Vendor	Amount
10673	*	009276	NEWTONS SOLUTIONS LLC	800.00
10674	*	006359	NYE UNIFORM COMPANY	149.50
10675	*	002767	OSCAR W. LARSON CO.	356.22
10676	*	001753	PEPSI COLA	894.08
10677		009762	RACHEL MATTI	6,940.58
10678	*	003554	RKA PETROLEUM	14,722.25
10679	*	003785	SIGNS-N-DESIGNS INC	2,680.00
10680	*	009266	US SIGNAL COMPANY LLC	8,995.51
10681	*	000969	VIGILANTE SECURITY INC	220.50
10682	*	008711	VOLVIK USA	136.08
			SUBTOTAL ACH TRANSACTION	$471,126.49
			GRAND TOTAL	$773,827.38

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

Mark Gerber
Finance Director/ Treasurer

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

MEMORANDUM

Clerk's Office

DATE: **May 10, 2024**

TO: **Jana Ecker, City Manager**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **SOCRRA Board of Trustees Representatives**

INTRODUCTION:
Article VII of the Articles of Incorporation of South Oakland County Resource Recovery Authority (SOCRRA) provides that each member municipality shall annually appoint a representative and an alternate to the Board of Trustees.

BACKGROUND:
Since 2015 the City Commission has appointed the City Manager as the Representative and the DPS Director as the Alternate.

LEGAL REVIEW:
N/A

FISCAL IMPACT:
N/A

PUBLIC COMMUNICATIONS:
Information regarding this appointment will be provided along with the agenda packet on the City website. Public comment is welcome in accordance with standard commission procedure.

SUMMARY:
The City Commission is being asked to appoint Jana Ecker as the Primary Representative and Scott Zielinski as the Alternate Representative to the SOCRRA Board of Trustees for the 2024-2025 fiscal year.

ATTACHMENTS:

May 2, 2024 letter from SOCRRA

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to appoint Jana Ecker as Representative and Scott Zielinski as Alternate Representative of the City of Birmingham on the SOCRRA Board of Trustees for the fiscal year starting July 1, 2024.

SOCRRA
Community Partners in Recycling & Waste

Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

May 2, 2024

Alexandria Bingham
City Clerk
City of Birmingham
P.O. Box 3001
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

Representative	Alternate
J. Ecker	S. Zielinski

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2024.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf

SOCRRA • 3910 W. Webster Road • Royal Oak • Michigan • 48073 • Phone 248.288.5150 • Fax 248.435.0310 • Email socrra@socrra.org

www.socrra.org

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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: **May 13, 2024**

TO: **Jana L. Ecker, City Manager**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **SOCWA Board of Trustees**

INTRODUCTION:
Article VII of the Articles of Incorporation of Southeastern Oakland County Water Authority (SOCWA) provides that each member municipality shall annually appoint a representative and an alternate to the Board of Trustees.

BACKGROUND:
Historically, the City Commission has appointed the City Engineer as the Representative and City Manager as the Alternate.

LEGAL REVIEW:
N/A

FISCAL IMPACT:
N/A

PUBLIC COMMUNICATIONS:
Information regarding this appointment will be provided along with the agenda packet on the City website. Public comment is welcome in accordance with standard commission procedure.

SUMMARY:
The City Commission is being asked to appoint Melissa Coatta to the SOCWA Board of Trustees as the Primary Representative and Jana Ecker as the Alternate Representative to the Board of Trustees for the 2024-2025 fiscal year.

ATTACHMENTS:

- May 2, 2024 letter from SOCWA

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to appoint Melissa Coatta as Representative and Jana Ecker as Alternate Representative of the City of Birmingham on the SOCWA Board of Trustees for the fiscal year starting July 1, 2024.

* Berkley * Beverly Hills * Bingham Farms * Birmingham
* Clawson * Huntington Woods * Lathrup Village * Pleasant Ridge
* Royal Oak * Southfield * Southfield Township

May 2, 2024

Alexandria Bingham
City Clerk
City of Birmingham
P.O. Box 3001
Birmingham, MI 48012

Subject: Appointment of Representative & Alternate

Dear Ms. Bingham:

Article VII of the Articles of Incorporation of the Southeastern Oakland County Water Authority provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following his appointment and/or until his successor is appointed.

The present representative and alternate representative for the City of Birmingham are as follows:

Representative	Alternate
M. Coatta	J. Ecker

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Birmingham on the Board of Trustees of the Southeastern Oakland County Water Authority for the fiscal year beginning July 1, 2024.

Please forward a certified copy of this resolution to the Southeastern Oakland County Water Authority, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Very truly yours,

Eric L. Griffin
General Manager

ELG/cf

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

(Department of Public Services)

DATE: May 14, 2024

TO: Jana Ecker, City Manager

FROM: Brendan McGaughey, Parks and Forestry Foreman
Scott Zielinski, Director of Public Services

SUBJECT: 2024 Spring Tree Purchase and Plant

INTRODUCTION:
Twice a year, the City of Birmingham plants trees in residential and major street rights-of-ways and parks as part of our tree replacement program. Sealed bids were opened on Tuesday, May 7, 2024 for the cost to provide and plant one hundred and eighty-five (185) trees. The Request for Proposals (RFP) was entered into the Michigan Inter-Governmental Trade Network (MITN) purchasing system. The trees will be planted along various street rights-of-way and parks in Spring 2024 with a deadline of June 21, 2024.

BACKGROUND:
This purchase will include providing all trees, planting, topsoil, mulch, stakes and necessary pruning for proper installation. Watering is the responsibility of the resident, and the contractor is to place watering notification flyers at every home adjacent to property receiving a new tree. The trees also come with a 2-year warranty. The majority of the planting will occur in the right-of-way on various residential streets, and some will be planted in City parks.

Three (3) bidders responded to the request for proposals. The result of the sealed bids follows in the table below:

Bidder	Base Bid	Deviations?
Davey Tree Expert Company	$117,424.00	No, mailed in by deadline
KLM Landscape	**$93,575.00**	**No**
United Lawnscape	$143,293.02	Yes, size and cultivar

KLM Landscape has completed several successful planting projects for the City and is able to supply all trees and perform all work as requested.

LEGAL REVIEW:
The City Attorney has completed a review of this contract agreement and approved with signature.

FISCAL IMPACT:
This project was included in the 2023-2024 approved budget from the following accounts: $40,000 in 202.0-449.005-819.0000 major streets forestry other contractual services, $21,510 in 202.0-449.005-729.0000 major streets forestry operating supplies, $21,440 in 203.0-449.005-729.0000 local streets forestry operating supplies, and $10,625 in 101.0-751.000-811.0000 parks other contractual services.

PUBLIC COMMUNICATIONS:
DPS mails a postcard to all residential addresses receiving a tree as part of the spring or fall planting program. It provides details of the upcoming planting project and informs them the right-of-way adjacent to their property will be receiving a tree. As mentioned, upon the tree planting, a door hanger is provided at the adjacent residence with tree care instructions including water requirements.

SUSTAINABILITY:
The Forestry Department replants trees wherever they have been removed and/or when there is adequate spacing in the easement using the "right tree, right place" method and a focus on species diversity (native when possible). Existing overhead and underground utilities are taken into account, as well as other standard urban forestry practices such as appropriate spacing from other trees, signs, light poles, structures, crosswalks, etc.

These proven methods in the urban forestry industry are key to achieving a healthy, safe and sustainable urban forest with numerous environmental and health benefits that can be enjoyed for years to come.

SUMMARY:
The RFP required bidders to provide references, completed projects similar in scope, size and purpose, and written plan/timeline for the project. After reviewing all submitted materials, the Department of Public Services recommends awarding the 2024 Spring Tree Purchase and Planting project to KLM Landscape, which has previously successfully completed several tree planting projects for the City. Also, they are the lowest responsible and responsive bidder.

This project consisting of 185 trees averages $505.81 per tree installed, which is consistent to what we have paid for previous large scale planting projects. Also, this is a record breaking number of trees planted so the price is higher than what we typically spend on semi-annual plantings.

ATTACHMENTS:
The unsigned agreement, required Insurance Certificate, Bid Bond, Bidder's Agreement, Cost Proposal, and Iran Sanctions Act Vendor Certification Form are attached for your review.

SUGGESTED ACTION:
Make a motion adopting a resolution to approve the 2024 Spring Tree Purchase and Plant of 185 trees to be installed by KLM Landscape, pending KLM provide updated insurance and the completion of a signed agreement, for a total cost of $93,575. In addition, to authorize the Mayor and City Clerk to sign the completed agreement on behalf of the City. Funding for this purchase has been budgeted in the following accounts; 202.0-449.005-819.0000 major streets forestry other contractual services, 202.0-449.005-729.0000 major streets forestry operating supplies, 203.0-449.005-729.0000 local streets forestry operating supplies, and 101.0-751.000-811.0000 parks other contractual services.

AGREEMENT OF 2024 Spring Tree Purchase and Plant

THIS AGREEMENT is entered into this ___ day of _____, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin St, Birmingham, MI 48009 (hereinafter referred to as the City) and KLM Landscape, a Michigan Corporation, whose address is 70570 Powell Rd, Armada, MI 48005, (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 installation of one hundred and eighty-five (185) trees in various street right-of-ways and parks, and in connection therewith has requested proposals for tree purchase and planting; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the purchase and installation of 185 trees in various City street right-of-ways and parks.

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 2024 Spring Tree Purchase and Plant, dated May 6, 2024, which includes installation of one hundred and eighty-five (185) trees in various street right-of-ways and parks, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. **TERM:** This Agreement shall have a warranty term of (2) years from the time the last tree is installed. 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 trees planted. by the Contractor through such date.

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

4. **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 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:
KLM Landscape LLC
70570 Powell Rd
Armada, MI 48005
Attn: Kirk Knobloch

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 May 6, 2024, to the City's Request for Proposals dated April 26, 2024 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Contractor's May 6, 2024 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: Kirk Knobloch, Owner

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 9th day of May, 2024, before me personally appeared Kirk Knobloch, who acknowledged that with authority on behalf of KLM Landscape to do so he/she signed this Agreement.

Mary A. Rogers
Notary Public
Saint Clair County, Michigan
Acting in Macomb County, Michigan
My commission expires: 12-05-26

Mary A Rogers
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF Saint Clair
My Commission Expires December 5, 2026
Acting in the County of Macomb

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, 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)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/25/2023

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 Core Insurance Group LLC 50787 Corporate Dr Shelby Township MI 48315	CONTACT NAME: Kate Walrad PHONE (A/C, No, Ext): (249) 847-2673 FAX (A/C, No): E-MAIL ADDRESS: katew@coreinsured.com
INSURED KLM Scape & Snow, LLC DBA KLM Landscape 70570 Powell Road Armada MI 48005	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Michigan Insurance — 10857 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ AI,WOS,PNC ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y		CPJ9481899	01/11/2023	01/11/2024	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ AI, PNC ☒ WOS			CCJ9481899	01/11/2023	01/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			CXJ9481899	01/11/2023	01/11/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000036231 BLKT WOS	01/11/2023	01/11/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased-Rented Equipment			CPJ9481899	01/11/2023	01/11/2024	Limit Deductible	200,000 1,000

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

The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commission and/or authorities and board members, including employees and volunteers thereof are included as additional insured as respects to general liability as required by written contract.

CERTIFICATE HOLDER

City of Birmingham
151 Martin Street
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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WESTFIELD INSURANCE COMPANY

One Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we KLM Scape & Snow LLC d/b/a KLM Landscape
70570 Powell, Armada, MI 48005

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY, Westfield Center, Ohio 44251, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Birmingham
851 South Eaton, Birmingham, MI 48009

as Obligee, hereinafter called the Obligee, in the sum of five percent of amount bid

Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Spring Tree Purchase and Planting

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of May, 2024.

KLM Scape & Snow LLC d/b/a KLM Landscape
(Principal) (Seal)

By: Kirk Knobloch — Owner (Title)

Westfield Insurance Company
(Surety) (Seal)

Jane M Haller, Attorney-in-fact (Title)

Adam M. Bui

Printed in cooperation with the American Institute of Architects (AIA) by the Westfield Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

BD5084 W (11/97)

8B

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/13/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 2142412 07

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DONN JOHNSON, LORI A. POWELL, CASEY D. LOPEZ, THOMAS C. MOGLIA, ROBERT F. MOGLIA, JR., JANE M. HALLER, ASHLEY LAPARL, JENNIFER HUDSON, HALEY GYARMATI, TIFFANY D. GUNN, JOINTLY OR SEVERALLY

of **BLOOMFIELD HILLS** and State of **MI** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **13th** day of **SEPTEMBER** A.D., **2023**.

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper**, *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **13th** day of **SEPTEMBER** A.D., **2023**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of May A.D., 2024

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (03-22)

ATTACHMENT B - BIDDER'S AGREEMENT
For 2024 Spring Tree Purchase and Plant

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.

Kirk Knobloch	5/6/2024
PREPARED BY (Print Name)	**DATE**
Owner	5/6/2024
TITLE	**DATE**
	KLM@KLMLandscape.net
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
KLM Scape & Snow LLC d/b/a KLM Landscape	
COMPANY	
70570 Powell Rd, Armada, MI 48005	586-752-5562
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For 2024 Spring Tree Purchase and Plant

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Species	Quantity	Size (caliper)	Price Per Tree Installed (w. mulch, stakes, labor, etc.)	Total Price (Includes 2-year warranty)	Comments: Substitution, variety, etc.
Amelanchier arborea 'Autumn Brilliance' **TREE FORM SINGLE STEM**	5	2-2.5" DBH	$ 395.00	$ 1,975.00	
Celtis occidentalis (hackberry)	6	3-3.5" DBH	$ 395.00	$ 2,370.00	
Cercis canadensis(eastern redbud) 'Ace of Hearts' Max 20' at maturity	4	6'-8'	$ 290.00	$ 1,160.00	(Max 20' height)
Cladrastis kentukea (Yellowwood)	5	3-3.5" DBH	$ 650.00	$ 3,250.00	
Eucommia ulmoides (Hardy Rubbertree)	2	3-3.5" DBH	$ 595.00	$ 1,190.00	
Ginkgo biloba (ginkgo)	23	3-3.5" DBH	$ 695.00	$ 15,985.00	
Ginko biloba 'Princeton Sentry'	10	3-3.5" DBH	$ 695.00	$ 6,950.00	
Gleditsia triacanthos (Honeylocust) 'Skyline'	9	2-2.5" DBH	$ 390.00	$ 3,510.00	
Gymnocladus dioicus (Kentucky coffeetree)	2	3-3.5" DBH	$ 585.00	$ 1,170.00	
Liquidambar styraciflua (sweetgum) **MALE ONLY**	13	3-3.5" DBH	$ 395.00	$ 5,135.00	
Liquidambar styraciflua (sweetgum) 'Slender Silhouette'	13	3-3.5" DBH	$ 595.00	$ 7,735.00	
Ostrya virginiana (Eastern Hophornbeam)	1	3-3.5" DBH	$ 495.00	$ 495.00	
Quercus alba (white oak)	4	3-3.5" DBH	$ 395.00	$ 1,580.00	
Syringa reticulata (Japanese tree lilac)	3	3-3.5" DBH	$ 495.00	$ 1,485.00	
Tilia americana (American linden)	6	3-3.5" DBH	$ 595.00	$ 3,570.00	

Tilia tomentosa (silver linden)	5	3-3.5" DBH	$ 595.00	$ 2,975.00
Tilia cordata 'Greenspire' (littleleaf linden)	6	3-3.5" DBH	$ 595.00	$ 3,570.00
Ulmus Americana 'Princeton'	18	3-3.5" DBH	$ 395.00	$ 7,110.00
Ulmus parviflora 'Frontier'	11	3-3.5" DBH	$ 395.00	$ 4,345.00
Zelkova serrata 'Wireless'	13	3-3.5" DBH	$ 465.00	$ 6,045.00
Zelkova serrata 'Musashino'	17	3-3.5" DBH	$ 495.00	$ 8,415.00
Zelkova serrata (Jap. zelkova)	9	3-3.5" DBH	$ 395.00	$ 3,555.00
TOTAL	**185**			$ 93,575.00

Firm Name KLM Scape & Snow LLC d/b/a KLM Landscape

Authorized signature _____ Date 5/6/2024

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For 2024 Spring Tree Purchase and Plant

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.

Kirk Knobloch	5/6/2024
PREPARED BY (Print Name)	**DATE**
Owner	5/6/2024
TITLE	**DATE**
	KLM@KLMLandscape.net
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
KLM Scape & Snow LLC d/b/a KLM Landscape	
COMPANY	
70570 Powell Rd, Armada, MI 48005	586-752-5562
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	
38-3304871	
TAXPAYER I.D.#	

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Department of Public Works

DATE: May 15, 2024

TO: Jana L. Ecker, City Manager

FROM: Charles T. Markus, DPS Manager
Scott D. Zielinski, DPS Director

SUBJECT: Three 2025 Ford Explorer Police Interceptors Purchase

INTRODUCTION:
The Department of Public Service (DPS) is looking to replace two Ford Explorers and one Ford Taurus with three Ford Explorer Police Interceptors to the fleet on behalf of the Police Department.

BACKGROUND:
For the fiscal year of 2024-2025 the Police Department has requested four replacement vehicles. For this request, the Department of Public Services is requesting approval for the purchase of the three of the four requested replacement vehicles. The vehicles to be replaced include patrol vehicle 562, 563 and 565. Vehicles 562 and 565 are both 2020 Ford Explorer Police Interceptors and vehicle 563 is a 2019 Ford Taurus Police Interceptor. At this time Ford Taurus Police Interceptor's are not available for purchase.

The DPS recommends replacing the three current patrol vehicles 562, 563 and 565 with three new 2025 Ford Explorer Police Interceptors. The DPS is in favor of replacing the Ford Taurus Police Interceptor with a Ford Explorer Police Interceptor as the Explorer is a more versatile vehicle and it is preferred over the Taurus by City staff due to space limitations once specialty equipment is installed. Additionally, the Ford Taurus Police Interceptor is not currently available for purchase at this time.

The three Ford Explorer Police Interceptors are to be purchased from Gorno Ford, located at 22025 Allen Road, Woodhaven, MI 48183 under the MiDeal Cooperative Agreement, Contract #071B7700091.

LEGAL REVIEW:
This purchase has been reviewed and approved by the City Attorney.

FISCAL IMPACT:
The cost for three replacement Ford Explorer Police Interceptors is $143,457.00 or $47,819 per vehicle. Funds in the amount of $150,000 or $50,000 per vehicle for this purchase are available in the Auto Equipment Fund, account #661.0-441.006-971.0100.

SUSTAINABILITY:
Currently, no EV or hybrid models that will suit the department's needs are available for purchase.

PUBLIC COMMUNICATIONS:
This does not apply to this purchase.

SUMMARY:
Based on age, condition and the intended use of the current fleet of two of the Ford Explorer and one Ford Taurus Police Interceptors, the Department of Public Service recommends the replacement with three Ford Explorer Police Interceptors.

ATTACHMENTS:
Agreement with Gorno Ford, which includes the specifications and warranty info.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the purchase of three 2025 Ford Explorer Police Interceptors from Gorno Ford, located at 22025 Allen Road, Woodhaven, 48183 through the MI-Deal Contract #071B7700091, in an amount not to exceed $143,457.00 or $47,819.00 per vehicle. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf on behalf of the City. Total funds of $150,000 or $50,000 per vehicle where set aside for this purchase and are available in the FY 2024-2025 Auto Equipment Fund account #661.0-441.006.971.0100.

AGREEMENT FOR EQUIPMENT PURCHASE BETWEEN THE CITY OF BIRMINGHAM & GORNO FORD

THIS AGREEMENT is entered into this ___ day of _____, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and Gorno Ford a Michigan Corporation, whose address is 22025 Allen Road, Woodhaven, MI 48183, (hereafter referred to as Vendor) 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 purchase three 2025 Ford Explorer Police Interceptors, through a government cooperative purchasing agreement (MI-Deal Contract #071B7700091), as described in Attachment "A"; and

WHEREAS, Vender has qualifications that meet the project requirements and has provided a response and cost proposal to perform the sale through the government cooperative agreement MI-Deals for the required 2025 Ford Explorer Police Interceptor.

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 Vendor's Quotation for the three 2025 Ford Explorer Police Interceptor dated May 3, 2024, which includes a description of the three 2025 Ford Explorer Police Interceptors, 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 and Ownership: This is an outright purchase and shall have no term, and ownership of the three 2025 Ford Explorer Police Interceptors to the City shall commence upon delivery to the Department of Public Service, located at 851 S. Eton Street, Birmingham, Mi., 48009.

3. TERMS OF PAYMENT: The Vendor will invoice the City for the sale. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.

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

5. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: While the City acknowledges it is unlikely, the Vendor 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 Vendor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the vendor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The vendor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The vendor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

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 Vendor, either by offset to any amounts due and owing Vendor 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; Vendor 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 Vendor and any entity or person for whom the Vendor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from

the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Vendor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

10. WRITTEN NOTICES: Written notices regarding this Agreement shall be addressed to the following:

City: City of Birmingham
851 S. Eton Rd.
Birmingham, Michigan 48012
Attn: Scott Zielinski, PE

Gorno Ford
220205 Allen Road
Woodhaven, Michigan 48183
Attn: Jim Agney

11. COVID: The Vendor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Vendor staff which will be in physical contact with city staff must have current vaccinations against COVID-19. The City, at its discretion, may ask for proof of vaccination of Vendor staff. Failure to provide proof of vaccination when requested will cause the City to request un-vaccinated personnel to leave, request alternate staff, and if the Vendor is unable to comply, this violation of safety protocols will constitute a breach of contract by the Vendor.

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 Vendor agreement with the City of Birmingham. This Agreement supersedes all prior agreements or understandings between the parties. There are no promises, conditions or understandings other than those stated herein, and, that any prior negotiations, terms or conditions discussed between the City and the Vendor shall not constitute a part of this Agreement. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

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 Vendor, the City shall have the right to terminate this Agreement without further liability to the Vendor if the disqualification has not been removed within thirty (30) days after the City has given the Vendor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

16. FAILURE TO PERFORM. If Vendor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.

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 PROPOSALS: The Vendor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated Vendor, to the City's Request for Proposals dated May 3, 2024 (attached hereto as Attachment "A"). In the event of a conflict in any of the terms of this Agreement and the Vendor on May 3, 2024 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.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Vendor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date provided below the signature of Mayor Elaine McLain on the following page.

Gorno Ford

By:_____

Its:_____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this _____day of _____, 2024, 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: _____
Elaine McLain, Mayor
On the date of:_____

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Scott D. Zielinski, PE, Public Services Director
(Approved as to substance)

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

_____
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A

GORNO FORD
22025 ALLEN ROAD
WOODHAVEN, MI 4818

DATE: 5/3/24 **(2025MY EXPLORER Patrol - P.I. Utility)**

TO: CHAD CHECK, CITY OF BIRMINGHAM (P.D.)
248-530-1869 (DIRECT) edeview@bhamgov.org

FROM: JIM AGNEY, GORNO FORD, GOVERNMENT & FLEET SALES
734-671-4033 (DIRECT) jagney@gornoford.com

RE: MIDEAL 3003-POL Contract 071B7700181 –
2025 MY EXPLORER P.I. UTILITY, (3)
STERLING GREY MET./BLACK –CLOTH,
3.3L V6 (POLICE CALIBRATED), 4WD, DUAL LED SPOTLIGHTS, DISC BRKS.w/ABS – (H.D.ROTORS/CALIPERS), ELEC. PWR. ASSIST STEERING, AM/FM/MP3w/CLOCK, H.D. (POLICE CALIBRATED) 10 Spd. AT, H.D. ALT./BATT., H.D. RADIATOR/TRANS. – OIL COOLER/ENGINE OIL COOLER, ENGINE HOUR METER, TPMS, GLOBAL LOCK, COLUMN SHIFT, TILT/CRUISE,VINYL FLOOR COVERING, PWR. DRIVER SEAT, (4) 1248x FLEET KEYw/FOB,19 gal. TANK, DARK CAR FEATURE, RED/WHITE DOME, REVERSE SENSING, POLICE BADGE DEL., RR/DR-LOCK/WINDOW INOP, CLOTH FRONT SEATSw/INTRUSION PLATES/VINYL REAR, 3.73 AXLE RATIO, ADVANCE TRACw/ROLL STABILITY CNTRL. & GYROSCOPIC SENSORS, FRNT. CONSOLE MOUNTING PLATE, PRIVACY GLASS, 255/60Rx18 AS, 18"H.D. STEEL WHEELS, PWR. WINDOWS/LOCKS/Htd.MIRRORS, BATT. – SAVER, REAR HATCH LIGHTING PKG., GRILL SIREN/SPEAKER PRE-WIRE, CAPLESS FUEL FILLER, FRNT./SIDE AIR BAGSw/ROLL CURTAIN & CANOPY, 2-WAY RADIO PRE-WIRE, AM/FM/MP3w/CLOCK, 8" LCD INFO SCREEN, SYNC Bluetooth, FRONT/REAR HEADLAMP SOLUTION (LED'S), BLIND SPOT MONITORINGw/REAR CAMERA& ON-DEMAND

F.O.B. DELIVERED TO BIRMINGHAM., MI ..... $47,819.00 each
(MSRP = $52,260.00)

2025MY delivery estimated Fall of 2024.

Please review, sign and e-mail back or e-mail Purchase Order to Jim Agney.

Customer Signature: Charles Thomas Markus Contigont on Commissions approval on May 20th, 2024. This is part of of our approved budget.
Thank you,

Jim Agney

This quotation is confidential and privileged and is intended solely for the use of Gorno Ford and City of Birmingham. This quotation is compiled in association with the Oakland County Cooperative Contract and intended for use by local municipalities and State of Michigan government agencies stated above. Information/specifications in this quotation have been established by and are intended only for use by the stated parties. This document is not to be disclosed, distributed, used/re-used as a basis for specifications subsequent bids or request(s) for quotation(s) to any other party or bidders other than the intended parties and/or their authorized personnel.

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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Legal – City Attorney

DATE: May 6, 2024

TO: Jana L. Ecker, City Manager

FROM: Mary M. Kucharek, City Attorney

SUBJECT: Ordinance Amendment to Sec. 118-67 of the City Code

INTRODUCTION:
Staff is recommending an amendment to Chapter 118. Vegetation, Sec. 118-67. Cutting Required, in regard to the notice requirements to all residents to cut, destroy, and/or remove weeds, grass, or other rank vegetation, and to prevent the accumulation of dead weeds, grass, or brush.

BACKGROUND:
In discussions with Scott Zielinski, Director of DPS, it came to our attention that Sec. 118-67 requires particular notices to be given in order for any necessary work to be done at the owner's expense. The City's ordinance requires that there be annual notification to property owners that if they fail to cut, destroy, and/or remove the material and vegetation referred to in Sec. 118-66, that the City can do the work themselves and bill the owner for the cost thereof. If charges are unpaid, the charges become a lien upon the property. Section 118-67, states:

> Such notice shall be given by publishing the same in a newspaper circulating in the city and by such other method as may be directed by the city commission.

Instead of having to bring the second type of notice requirement to the City Commission annually to direct what type is needed, it is recommended that the ordinance be amended to require notice be posted on the City calendar, which is annually distributed to all properties in the City of Birmingham.

LEGAL REVIEW:
The City Attorney's office has prepared this memorandum and the ordinance amendment.

FISCAL IMPACT:
By providing proper notice to all residents in the City, the City may be reimbursed for any cost to remove weeds, grass, or other rank vegetation when a property owner fails to maintain their property.

PUBLIC COMMUNICATIONS:
This item has been publicly noticed as an agenda item.

SUMMARY:
This issue is being brought before the City Commission to amend the requirements of notice to property owners in the City of Birmingham to save the City time and money.

ATTACHMENTS:
1. Chapter 188. VEGETATION Sec. 118-66 through Sec. 118-68
2. Proposed redlined amendment to Sec. 118-67, Cutting required
3. Proposed clean copy of Sec. 118-67, Cutting required

SUGGESTED COMMISSION ACTION:
Make a motion adopting an ordinance amendment to Chapter 118. Vegetation, Article IX. Grass and Noxious Weeds, Sec. 118-7 Cutting required, to provide notice regarding noxious weeds and grass by publication in a newspaper circulating in the City of Birmingham and by publication of the ordinance requirements regarding weeds, grass and other rank vegetation on the City calendar which is distributed annually to properties in the City of Birmingham.

ARTICLE IX. GRASS AND NOXIOUS WEEDS[1]

Sec. 118-66. Dense, noxious growth prohibited.

No owner of any parcel of land with the city or the agent of such owner shall permit on such parcel of land or upon any sidewalk abutting the same, or upon that portion of any street or alley adjacent to the same between the property line and the curb or traveled portion of such street or alley, any growth of weeds, grass or other rank vegetation to a greater height than eight inches on the average, or any accumulation of dead weeds, grass or brush. No such owner or agent shall permit on such land poison ivy, ragweed or any other poisonous, noxious or unhealthful growths.

(Code 1963, § 9.41; Ord. No. 1806, § 4-28-03)

Sec. 118-67. Cutting required.

Prior to the enforcement of this chapter in any calendar year, the city manager is authorized to notify the owner of any parcel of land, or the agent of the owner, to cut, destroy and/or remove the material and vegetation referred to in section 118-66 and to keep it cut, destroyed and/or removed. Such notice shall be given by publishing the same in a newspaper circulating in the city and by such other method as may be directed by the city commission.

(Code 1963, § 9.42; Ord. No. 1562, § 9.42, 6-14-93; Ord. No. 1806, § 4-28-03)

Sec. 118-68. Work done at owner's expense.

(a) If at any time during a period commencing ten days after the publication of notice and October 15 next following, the city manager shall find that any owner or owner's agent has failed to cut, destroy and/or remove the material and vegetation referred to in section 118-66, he shall cause such material and vegetation to be cut, destroyed and/or removed, bill the owner for the cost thereof at rates established by the city commission.

(b) Such unpaid charges shall become a lien upon the property on which such work has been done or upon the property abutting or adjoining the alley, street or sidewalk upon which such work has been done upon the completion of the work.

(c) Payment shall be due to the city within 30 days of the bill being sent to the property owner for the performance of such services. The bill shall notify the property owner of his or her right to dispute all or any part of the bill before a hearing officer as established in section 1-17 of the Code. Except as otherwise determined by the hearing officer, if payment is not

[1]Editor's note(s)—Ord. No. 1806, adopted April 28, 2003, intended to redesignate the former article III as article VIII. Inasmuch as there are already provisions so designated, and at the discretion of the editor, said provisions have been redesignated as article IX.

received by the city within 30 days after such billing, the city treasurer shall add an additional penalty of one percent per month to the delinquent bill. The city treasurer shall annually, on May 1, certify any delinquent billing, or any part thereof, together with all accrued interest and penalty, to the commission; and, it shall be transferred and reassessed, with an additional 15 percent penalty, on the next annual city tax roll. Such charges so assessed shall be collected in the same manner as general city taxes.

(Code 1963, § 9.43; Ord. No. 1806, § 4-28-03; Ord. No. 1830, 4-19-04; Ord. No. 2144, 9-22-14; Ord. No. 2179, 3-28-16)

Sec. 118-69. Reserved.

Editor's note(s)—Ord. No. 1830, adopted April 19, 2004, repealed § 118-69 in its entirety, which pertained to waiver of charges and derived from the Code of 1963, § 9.44, and Ord. No. 1806, adopted April 28, 2003.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II, CHAPTER 118. - VEGETATION, ARTICLE IX. – GRASS AND NOXIOUS WEEDS, SEC. 118-67. – CUTTING REQUIRED.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 118. – Vegetation, Article IX. – Grass and Noxious Weeds, Sec. 118-67. – Cutting required, shall read as follows:

Sec. 118-67. Cutting required.

Prior to the enforcement of this chapter in any calendar year, the ~~city manager~~City Manager is authorized to notify the owner of any parcel of land, or the agent of the owner, to cut, destroy and/or remove the material and vegetation referred to in section 118-66 and to keep it cut, destroyed and/or removed. Such notice of ordinance requirements shall be given by publishing the same in a newspaper by March 1st each year, circulating in the ~~city~~ City and ~~by such other method as may be directed by the city commission.~~ publishing of such ordinances on the City calendar sent to each property address in the City in December of each year.

All other Sections of Chapter 118. – VEGETATION, shall remain unaffected.

Ordained this _____ day of _____, 2024. Effective upon publication.

_____
Elaine McLain, Mayor

_____
Alexandria D. Bingham, City Clerk

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

_____
Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II, CHAPTER 118. - VEGETATION, ARTICLE IX. – GRASS AND NOXIOIUS WEEDS, SEC. 118-67. – CUTTING REQUIRED.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 118. – Vegetation, Article IX. – Grass and Noxious Weeds, Sec. 118-67. – Cutting required, shall read as follows:

Sec. 118-67. Cutting required.

Prior to the enforcement of this chapter in any calendar year, the City Manager is authorized to notify the owner of any parcel of land, or the agent of the owner, to cut, destroy and/or remove the material and vegetation referred to in section 118-66 and to keep it cut, destroyed and/or removed. Such notice of ordinance requirements shall be given by publishing the same in a newspaper by March 1st each year, circulating in the City and publishing of such ordinances on the City calendar sent to each property address in the City in December of each year.

All other Sections of Chapter 118. – VEGETATION, shall remain unaffected.

Ordained this _____ day of _____, 2024. Effective upon publication.

_____
Elaine McLain, Mayor

_____
Alexandria D. Bingham, City Clerk

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

_____
Alexandria D. Bingham, City Clerk

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: May 13, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Arlington, Shirley, and Brandon Street Project, Contract #6-24(W)
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Paving Special Assessment District (SAD)

INTRODUCTION:
Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road will be under construction this year. The road is currently unimproved, a gravel road with cape seal treatment on top, and will be converted to an improved road by paving the road with new concrete curb and gutter, an engineered aggregate base, and asphalt paving with no sidewalk per the City Commission resolution from the February 5, 2024 meeting.

BACKGROUND:
This project was presented in detail to the City Commission at the regular meeting on January 8, 2024, and February 5, 2024. At the February 5, 2024 meeting, the City Commission adopted a resolution for the Engineering Department to proceed with the final design of the Arlington, Shirley, and Brandon Project to include the planned improvements to the sewer and water system, and the replacement of the road surface disturbed by the utility construction with aggregate base and asphalt.

The City policy has been to defray the costs of converting a road from an unimproved road to an improved road by creating a special assessment district consisting of the properties that are benefitting from this. The parcels located within the project area that are subject to the paving SAD are highlighted on the attached map. The Engineering Department will provide estimated construction costs to be assessed at the Hearing of Necessity.

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.

FISCAL IMPACT:
Revenue generated from the Paving SAD for Arlington Street, Shirley Road, and Brandon Street will cover the construction costs incurred by the City for the improvement of these streets.

SUSTAINABILITY:
Paving the road with asphalt is a long term improvement and will require less maintenance by the City as an unimproved road.

PUBLIC COMMUNICATIONS:
Notice of the Hearing of Necessity and Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department will hold a property owner meeting on Tuesday, June 4, 2024, from 5:30 pm to 7:00 pm to explain the associated work, assessment cost, and answer questions.

SUMMARY:
The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for Paving as part of the Arlington, Shirley, and Brandon Project be scheduled at the regularly scheduled City Commission meeting on June 24, 2024, followed by a Public Hearing for Confirmation of the Roll on July 8, 2024.

ATTACHMENTS:
- Map of Proposed Special Assessment District for Paving

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set the Public Hearing of Necessity for the installation of new pavement, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 26, 2024, at 7:30 P.M.; and

If necessity is determined on June 26, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the installation of new pavement, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

Arlington, Shirley, and Brandon Project Area

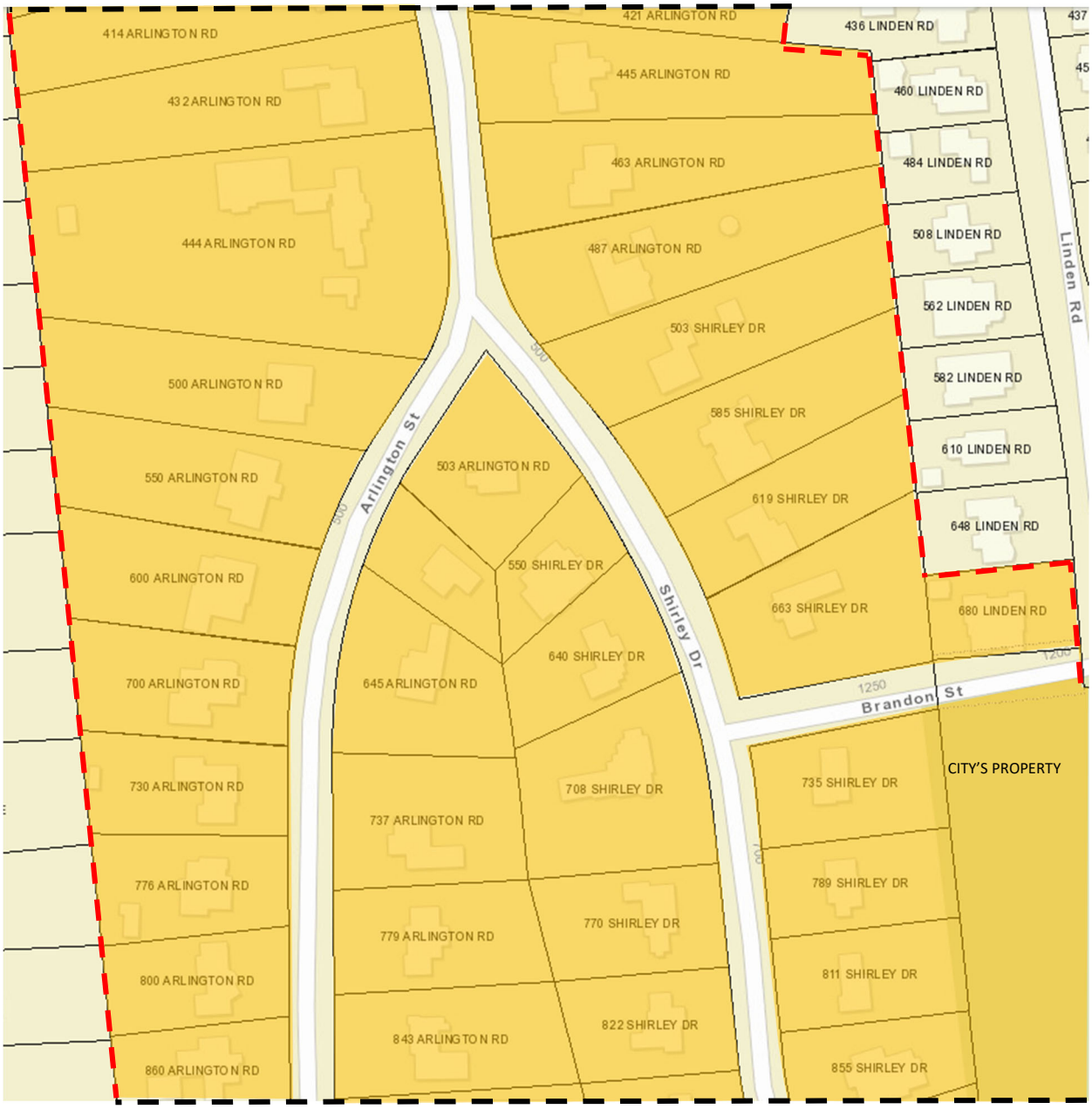
MATCH LINE

Limits of Projects

Properties Within Pavement SAD

Arlington, Shirley, and Brandon Project Area

MATCH LINE



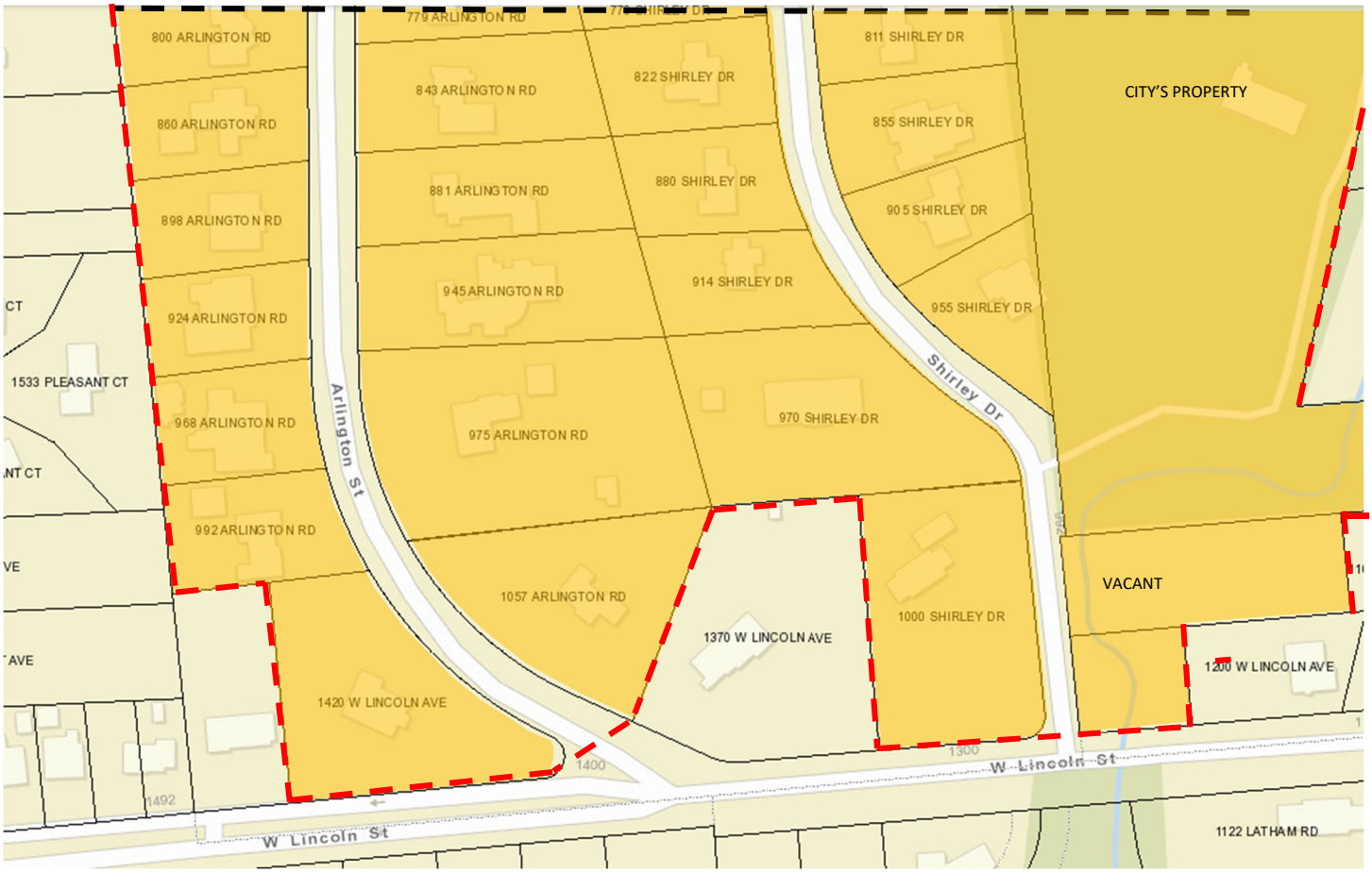
MATCH LINE

Limits of Projects

Properties Within Pavement SAD

Arlington, Shirley, and Brandon Project Area

MATCH LINE



Limits of Projects

Properties Within Pavement SAD

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: May 13, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Arlington, Shirley, and Brandon Street Project, Contract #6-24(W)
Set Public Hearing Dates for Notice of Necessity and Confirmation of Roll for Sewer and Water Lateral Special Assessment District (SAD)

INTRODUCTION:
Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road will receive water main replacement and sewer improvements, and will be converted to an improved road by paving the road with new concrete curb and gutter, an engineered aggregate base, and asphalt paving with no sidewalk per the City Commission resolution from the February 5, 2024 meeting. 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.

BACKGROUND:
In accordance with 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, as well as all water services less than one inch in diameter as part of the project. All unsuitable sewer laterals will be replaced with 6" schedule 40 PVC, and water services less than 1 inch diameter will be replaced with 1 inch diameter. The lengths of sewer and/or water laterals replacement will be within the right-of-way.

In accordance with the rule from the Michigan Department of Environmental, Great Lakes, and Energy (EGLE) requiring the complete removal of lead water service from the water main to the water meter on private property, such water service will also be replaced as part of this project. Per EGLE, the City is not allowed to charge a property owner for costs associated with the replacement of an existing lead water service.

The parcels located within the project area that may be potentially subject to the Sewer and Water Lateral SAD are highlighted on the attached map. The Engineering Department will provide

additional details confirming a final list of properties that the department plans to include in the assessment, along with estimated construction costs to be assessed at the Hearing of Necessity.

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.

FISCAL IMPACT:
Revenue generated from the Sewer and Water Lateral SAD for Arlington Street, Shirley Road, and Brandon Street will cover the construction costs incurred by the City for the construction of these improvements.

SUSTAINABILITY:
Replacing sewer and laterals that do not meet the City's requirements during a construction project will protect the new road from disturbance of either sewer or water lateral replacement.

PUBLIC COMMUNICATIONS:
Notice of the Hearing of Necessity and Confirmation of Roll is to be distributed by the Clerk's Office. The Engineering Department will hold a property owner meeting on Tuesday, June 4, 2024, from 5:30 pm to 7:00 pm to explain the associated work, assessment cost, and answer questions.

SUMMARY:
The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the replacement of sewer and water laterals as part of the Arlington, Shirley, and Brandon Project Pierce be scheduled at the regularly scheduled City Commission meeting on June 24, 2024, followed by a Public Hearing for Confirmation of the Roll on July 8, 2024.

ATTACHMENTS:
- Map of Proposed Special Assessment District for Sewer and Water Laterals

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to set the Public Hearing of Necessity of the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road on Monday, June 26, 2024 at 7:30 P.M.; and

If necessity is determined on June 26, 2024, to meet on Monday, July 8, 2024, at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of sewer and water laterals meeting the requirements for assessment, for all properties within the project area on Arlington Street from Lincoln Street to Maple Road, Shirley Road from Lincoln Street to Maple Road, and Brandon Street from Shirley Road to Linden Road.

Arlington, Shirley, and Brandon Project Area

MATCH LINE

Limits of Projects

Properties Within Sewer and Water Lateral SAD

Arlington, Shirley, and Brandon Project Area

MATCH LINE

MATCH LINE

Limits of Projects

Properties Within Sewer and Water Lateral SAD

Arlington, Shirley, and Brandon Project Area

MATCH LINE

Limits of Projects

Properties Within Sewer and Water Lateral SAD

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: May 14, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 2024 Valve and Hydrant Assessment Program
Contract #16-24(S) - Contract Award

INTRODUCTION:
The City received and opened bids for the 2024 Valve and Hydrant Assessment Program #16-24(S) on April 23, 2024, and received two (2) bids. The Engineering Department recommends awarding this contract to M.E. Simpson Co., Inc.

BACKGROUND:
The 2024 Valve and Hydrant Assessment Program includes the inspection, condition assessment and documentation of water distribution system valves, hydrants, and hydrant auxiliary valves owned and operated by the City of Birmingham.

The Engineering Department opened bids on April 23, 2024, and two (2) bids were received as listed in the attached summary. The lowest bidder was M.E. Simpson Co., Inc. for $180,260.00. M.E. Simpson Co., Inc. is located in Valparaiso, Indiana and is a professional services company that specializes in water distribution asset management and water loss control service. The Engineering Department checked some of the references that were provided and received very positive feedback. The references sited similar projects in Canton, Ohio and in Wilmington, Delaware. The Engineering Department is confident that M.E. Simpson Co., Inc. is qualified to perform the work.

LEGAL REVIEW:
The City's standard RFP language was used for bidding this project. The City Attorney has reviewed the agreement and has no objection as to form or content.

FISCAL IMPACT:
This project is to be 100% funded by the Drinking Water Asset Management (DWAM) Grant received by the City in 2023 through the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The total program cost for the project is estimated to be $189,273.00 which

includes M.E. Simpson Co. Inc. bid amount of $180,260.00 and a 5% contingency. The project award will be funded by the following account until it is reimbursed by the DWAM Grant:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Water Fund	591.0-544.000-811.0000	$180,260.00	$9,013.00	$189,273.00

SUSTAINABILITY:
The assessment of the drinking water systems valve and hydrants will assist in the operation of the water system and could help reduce water loss through leaking valves and hydrants.

PUBLIC COMMUNICATIONS:
Prior to the start of this program, notification will be sent out through e-blasts that a City contractor will be seen assessing the water system.

SUMMARY:
The Engineering Department recommends the Valve and Hydrant Assessment Program #16-24(W) be awarded to M.E. Simpson Co., Inc.

ATTACHMENTS:
- Bid Summary (1 page)
- Contract Book and Plans (56 pages)

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to award the Valve and Hydrant Assessment Program #16-24(S) to M.E. Simpson Co., Inc. in the amount of $180,260.00 and a 5% construction contingency for a total of $189,273.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting the insurance requirement by M.E. Simpson Co., Inc. Funding for this project is through the Drinking Water Asset Management (DWAM) Grant, and has been budgeted in the following account:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Water Fund	591.0-544.000-811.0000	$180,260.00	$9,013.00	$189,273.00

BID TABULATION
CITY OF BIRMINGHAM
2024 VALVE & HYDRANT ASSESSMENT PROGRAM
CONTRACT #16-24(P)

Bids Due: April 23, 2024

Item	Quantity	Unit	M.E. Simpson Co., INC. 3406 Enterprise Ave Valparaiso, IN 46383 Unit Price	M.E. Simpson Co., INC. Total Cost	Metro Consulting Associates 45345 Five Mile Rd Plymouth, MI 48170 Unit Price	Metro Consulting Associates Total Cost
DESCRIPTION OF SERVICES						
1. Mobilization	1	LS	$ 5,500.00	$ 5,500.00	$ 9,000.00	$ 9,000.00
2. Fire Hydrant Assessment and Survey with GPS	541	EA	$ 79.00	$ 42,739.00	$ 75.00	$ 40,575.00
3. Hydrant Auxiliary Valve Assessment and Survey with GPS	541	EA	$ 89.00	$ 48,149.00	$ 75.00	$ 40,575.00
4. Water Distribution Gate Valve & Box Assessment, 4-inch diameter, and Survey with GPS	66	EA	$ 89.00	$ 5,874.00	$ 75.00	$ 4,950.00
5. Water Distribution Gatewell & Valve Assessment, 4-inch diameter, and Survey with GPS	10	EA	$ 89.00	$ 890.00	$ 90.00	$ 900.00
6. Water Distribution Gate Valve & Box Assessment, 6-inch diameter, and Survey with GPS	226	EA	$ 89.00	$ 20,114.00	$ 75.00	$ 16,950.00
7. Water Distribution Gatewell & Valve Assessment, 6-inch diameter, and Survey with GPS	113	EA	$ 89.00	$ 10,057.00	$ 90.00	$ 10,170.00
8. Water Distribution Gate Valve & Box Assessment, 8-inch diameter, and Survey with GPS	140	EA	$ 89.00	$ 12,460.00	$ 75.00	$ 10,500.00
9. Water Distribution Gatewell & Valve Assessment, 8-inch diameter, and Survery with GPS	208	EA	$ 89.00	$ 18,512.00	$ 90.00	$ 18,720.00
10. Water Distribution Gate Valve & Box Assessment, 10 - inch diameter, and Survey with GPS	6	EA	$ 89.00	$ 534.00	$ 75.00	$ 450.00
11. Water Distribution Gate Valve & Box Assessment, 12-inch diameter, and Survey with GPS	24	EA	$ 89.00	$ 2,136.00	$ 75.00	$ 1,800.00
12. Water Distribution Gatewell & Valve Assessment, 12-inch diameter, and Survey with GPS	105	EA	$ 89.00	$ 9,345.00	$ 90.00	$ 9,450.00
13. Level 2 Confined Space Entry Assessment, as directed by the City	10	EA	$ 395.00	$ 3,950.00	$ 570.00	$ 5,700.00
14. Minor Traffic Control Devices	1	LS	$ -	Included Above	$ 3,500.00	$ 3,500.00
15. Traffic Flag Conrol	24	HR	$ -	Included Above	$ 200.00	$ 4,800.00
16. Traffic Control for Major Streets	6	EA	$ -	Included Above	$ 1,500.00	$ 9,000.00
17. Traffic Control for Local Streets	6	EA	$ -	Included Above	$ 1,200.00	$ 7,200.00
18. Traffic Control for Woodward Ave	5	EA	$ -	Included Above	$ 2,200.00	$ 11,000.00
19. Traffic Control for RCOC Roads	8	EA	$ -	Included Above	$ 2,000.00	$ 16,000.00
TOTAL BID COST				**$ 180,260.00**		**$ 221,240.00**

Corrected By Engineer*

BIRMINGHAM
A WALKABLE CITY

ATTACHMENT A - AGREEMENT
2024 VALVE & HYDRANT ASSESSMENT PROGRAM

AGREEMENT OF THE 2024 VALVE & HYDRANT ASSESSEMENT PROGRAM.

THIS AGREEMENT is entered into this 3rd day of May, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and M.E. Simpson Company, Inc. (Corporation, Limited Liability Co., etc.), whose address is 3406 Enterprise Ave., Valparaiso, IN 46383 (hereafter referred to as M.E. Simpson Company) 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 contract services for valve and hydrant assessment and in connection therewith has requested proposals for 2024 valve & hydrant and assessment program; and

WHEREAS, contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the 2024 valve & hydrant assessment program.

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 2024 valve & hydrant assessment program dated April 9th, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. (Attached hereto as Attachment "A)

2. **TERM:** This Agreement shall have a term of six (6) months from the date stated above. The City shall have the right to unilaterally terminate this Agreement, with or without cause, on thirty (30) days written notice. In the event of termination, the Vendor shall receive compensation for services up to the date the termination takes effect and the City shall be entitled to retain and use the results of all services, goods and information prepared by the Vendor through such date.

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

4. GOOD MORAL CHARACTER: 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 contractors agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The contractors 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, 0contractor 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 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) Contractual Liability; (B) Products and Completed Operations; (C) Independent contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

D. 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: Melissa A. Coatta, P.E. City Engineer

Contractor: M.E. Simpson Company, Inc.
3406 Enterprise Ave.
Valparaiso, IN 46383

Attn: Cara Lance-Emerick

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 contractors 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 April 23, 2024 to the City's Request for Proposals dated April 9th, 2024. In the event of a conflict in any of the terms of this Agreement and the contractor April 23, 2024 (date of response) response, the terms of this Agreement shall prevail. (Attached hereto as Attachment "B.")

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.

M.E. Simpson Company, Inc.

By: Cara Lance-Emerick

Its: CFO

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 15th day of May, 2024 before me personally appeared Cara Lance-Emerick, who acknowledged that with authority on behalf of M.E. Simpson Co., Inc. to do so he/she signed this Agreement.

Elizabeth Whitaker
Elizabeth Whitaker Notary Public
Porter County, Indiana
Acting in Oakland County, Michigan
My commission expires: 8/10/2029

NOTARY PUBLIC SEAL STATE OF INDIANA
ELIZABETH WHITAKER
My Commission Expires
August 10, 2029
Commission Number NP0735393
Porter County

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor
Dated: _____

By: _____
Alexandria D. Bingham, City Clerk
Dated: _____

APPROVED:

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

_____
Melissa A. Coatta, City Engineer
(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
2024 VALVE & HYDRANT ASSESSMENT PROGRAM

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.

Cara Lance-Emerick	5/3/2024
BID PREPARED BY (Print Name)	**DATE**
CFO	
TITLE	**DATE**
Cara Lance-Emerick	cara@mesimpson.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
M.E. Simpson Company, Inc.	
COMPANY	
3406 Enterprise Ave. Valparaiso, IN 46383	800-255-1521
ADDRESS	**PHONE**
n/a	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL
2024 VALVE & HYDRANT ASSESSMENT PROGRAM

In order for the bid to be considered valid, this form must be completed in its entirety. Bidder shall provide rates for additional services required during the course of work completed under the project contract. The Selected Bidder will provide services at the following rates:

FEE PROPOSAL				
DESCRIPTION OF SERVICES	**Est. Quantity**	**Unit of Measure**	**Unit Price**	**Total Cost**
Mobilization	1	Lump Sum	$ 5,500.00	$ 5,500.00
Fire Hydrant Assessment and Survey with GPS	541	Each	$ 79.00	$ 42,739.00
Hydrant Auxiliary Valve Assessment and Survey with GPS	541	Each	$ 89.00	$ 48,149.00
Water Distribution Gate Valve & Box Assessment, 4-inch diameter, and Survey with GPS	66	Each	$ 89.00	$ 5,874.00
Water Distribution Gatewell & Valve Assessment, 4-inch diameter, and Survey with GPS	10	Each	$ 89.00	$ 890.00
Water Distribution Gate Valve & Box Assessment, 6-inch diameter, and Survey with GPS	226	Each	$ 89.00	$ 20,114.00
Water Distribution Gatewell & Valve Assessment, 6-inch diameter, and Survey with GPS	113	Each	$ 89.00	$ 10,957..00
Water Distribution Gate Valve & Box Assessment, 8-inch diameter, and Survey with GPS	140	Each	$ 89.00	$ 12,460.00
Water Distribution Gatewell & Valve Assessment, 8-inch diameter, and Survey with GPS	208	Each	$ 89.00	$ 18,512.00
Water Distribution Gate Valve & Box Assessment, 10-inch diameter, and Survey with GPS	6	Each	$ 89.00	$ 534.00
Water Distribution Gate Valve & Box Assessment, 12-inch diameter, and Survey with GPS	24	Each	$ 89.00	$ 2,136.00
Water Distribution Gatewell & Valve Assessment, 12-inch diameter, and Survey with GPS	105	Each	$ 89.00	$ 9,345.00
Level 2 Confined Space Entry Assessment, as directed by the City	10	Each	$ 395.00	$ 3,950.00

Minor Traffic Control Devices	1	Lump Sum	$ Included	$ 0.00
Traffic Flag Control	24	Hour	$ Included	$ 0.00
Traffic Control for Major Streets	6	Each	$ Included	$ 0.00
Traffic Control for Local Streets	6	Each	$ Included	$ 0.00
Traffic Control for Woodward Ave	5	Each	$ Included	$ 0.00
Traffic Control for RCOC Roads	8	Each	$ Included	$ 0.00
TOTAL BID COST			**$**	**$** 180,260.00

ATTACHMENT D – IRAN SANCTIONS
2024 VALVE & HYDRANT ASSESMENT PROGRAM

VENDOR CERTIFICATION THAT IT IS NOT AN "IRAN LINKED BUSINESS"

Pursuant to Michigan law, (*the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.*), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS, as defined by law.

Vendor	
Legal Name	M.E. Simpson Company, Inc.
Street Address	3406 Enterprise Ave.
City	Valparaiso
State, Zip	Indiana, 46383
Corporate I.D. Number / State	35-1474720, Indiana
Taxpayer I.D. #	35-1474720

The undersigned, with: 1) full knowledge of all of Vendors business activities, 2) full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an "IRAN LINKED BUSINESS" as required by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the County of Oakland.

Signature of Vendor's Authorized Agent:

Printed Name of Vendor's Authorized Agent: Michael Simpson, CEO

Witness Signature:

Printed Name of Witness: Tim Crisp, Technical Documentation Specialist

ATTACHMENT E – SCOPE OF WORK
2024 VALVE & HYDRANT ASSESSMENT PROGRAM

Overview/Background

The City of Birmingham is accepting proposals for the inspection of its water distribution system valves 12- inch diameter or less installed before the year 2000 and inspection of its hydrants with their auxiliary valve that were installed before the year 2000, using multiple technologies to obtain detailed condition data capable of guiding future rehabilitation and maintenance decisions.

The City of Birmingham is a community in Oakland County, Michigan. The City owns, operates and maintains a total network of approximately 104 miles of water main, ranging in diameter from 2" to 18". The City currently has GIS information on the location and type of all system valves and location data for all hydrants. The City also has some flow and installation year data for a portion of the hydrants in the system. There have been instances when the valves or hydrants will leak when operated or the City cannot get a quality shutdown when needed, causing costly emergency repairs or project delays to obtain parts. The data collected from the Valve & Hydrant Condition Assessment Program will help develop a plan and process to physically locate, inspect, and assess these assets in the system, document and report repairs needed for each valve, and create a strategic plan for future rehabilitation and major maintenance. As some of these valves and hydrants are located in the pavement along local and major roads (refer to the Project Maps included in Attachment G), temporary traffic control set ups will be required to access the valves.

A summary table of the selected valves and hydrants is included in the table below. Detailed tables that include the list of assets and key information have been included in Attachment H.

Table 1: Selected Valves and Hydrants

ASSET TYPE	QUANTITY
Hydrants & Hydrant Auxiliary Valves	541
Gate Valve & Box 4-inch	66
Gatewell & Valve 4-inch	10
Gate Valve & Box 6-inch	226
Gatewell & Valve 6-inch	113
Gate Valve & Box 8-inch	140
Gatewell & Valve 8-inch	208
Gate Valve & Box 10-inch	6
Gate Valve & Box 12-inch	24
Gatewell & Valve 12-inch	105
Total:	**1,439**

Description of Work

Objective

The City's main objective is to obtain a complete set of condition assessment data for all of the water distribution valves, hydrants, and hydrant auxiliary valves (assets) listed in Attachment H. The data will be added to existing City data, thereby allowing City personnel and/or contractors to prioritize system maintenance or repair projects based on condition.

Scope of Work

The major items of work include the inspection, condition assessment and documentation of water distribution system valves, hydrants, and hydrant auxiliary valves that are owned, operated, and maintained by the City of Birmingham. The work is expected to include locating of assets, identification of assets if necessary, clearing access to assets, inspection of assets, documentation of all condition assessment work completed, recommendation for necessary repairs, submission of all documentation in a database format that conforms to City schemas and data standards, and submittal of a final project report.

Contractor will furnish all labor, equipment, materials, supplies and other incidentals to perform condition assessment work unless specifically noted.

Some of the system valves and hydrants fall within the pavement of a road or a road right-of-way requiring traffic control. Attachment I list the typical traffic control detail sheets that may be required. The contractor will be required to provide adequate traffic control for the work being completed conforming to any authority with jurisdictional power including but not limited to Michigan Department of Transportation (MDOT), Road Commission for Oakland County (RCOC), and the City of Birmingham. The contractor shall be responsible for all traffic control in compliance with the 11^{th} edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). Traffic control requirements are based solely on field conditions. The City will obtain any required MDOT and RCOC permits, and the contractor must adhere to all conditions including but not limited to coordination with permitting agencies, coordinating lane and/or road closures to minimize disruption to public access, and providing adequate signage for closures to pedestrian facilities.

In all cases, the Contractor shall provide reasonable access for local traffic throughout the project. All traffic control devices placed by the Contractor shall conform to the design, condition, placement and lighting requirements specified in the MMUTCD and in Attachment I. Only traffic control devices appropriate to conditions at the time shall be displayed. Minor traffic control devices include, but are not limited to, signs, lighting devices, barricades, delineators, traffic regulators and all other equipment necessary for protecting and regulating local and minor traffic. The Contractor shall conduct his operations and the use of his equipment in such a manner that two-way traffic will be provided throughout the entire length of the project. When necessary, traffic flag control shall be implemented to assist in maintaining flow of the traffic if two-way traffic is unable to be maintained. No road or section thereof shall be closed to traffic unless as permitted by the City, MDOT, or RCOC.

Some valves and hydrants may be located on major streets such as main City roads downtown or half-mile/mile streets that experience regular, frequent traffic and side-street parking that may influence locating assets. Local streets would include residential roads with less traffic but potentially more side street parking blocking accessing to these assets. These areas that are located on major or local streets and require more substantial traffic control shall be paid for separately as shown in the cost proposal form. Some assets may also be located on Woodward who is under the jurisdiction of MDOT or on roads that are under the jurisdiction of RCOC. Appendix D includes the City's road jurisdiction map. These locations requiring traffic control under the jurisdiction of MDOT or RCOC will also be paid for separately as shown in the cost proposal form.

The contractor shall comply with all standards and requirements, including all health and safety standards, according to federal, state, and local regulations. Contractor must adhere to all local, county and state construction and safety standards, including but not limited to MIOSHA standards, RCOC standards, MDOT standards, Michigan Plumbing Code, traffic control standards, and local plumbing code.

Work will generally be completed Monday through Thursday 7:00 AM – 3:00 PM. Work within MDOT and RCOC jurisdiction will be on restricted hours identified on the permit, typically between 9:00 AM – 3:00 PM, including the setup and breakdown of traffic control devices. Work is intended to be completed by the end of September. Where valves or hydrants are located on dead end mains, the residents must be notified at least 24-hours in advance prior to work being done. These dead-end segments shall only be completed during non-peak water use hours in the City, 9:00 AM – 3:00 PM, Monday through Thursday (except holidays), or as approved by the City.

Repair work is not included in this contract; however, the City may request the contractor to supply quotes and then undertake minor repair work identified during the assessment program. This work will be identified and quoted and may include such work as tightening bolts, replacing bolts (one at a time), replacing seals and gaskets, replacing operating nuts, replacing packing material, and other minor repairs that do not require excavation or breaking the pressure barrier of the water system. Certain materials (valve box risers, backfill, cold patch, and valve enclosure lids) may be supplied by the City if needed to the contractor and will be specified as part of the request for quote.

If the contractor is requested and approved to perform minor repair work outside of this contract, it is anticipated that the contractor will furnish all labor and equipment needed and the City will supply all materials (backfill, pavement patch, etc.).

Locating of assets

The contractor will be required to locate assets prior to inspection. The City will provide copies of current water system maps for the contractor, as well as electronic maps. The contractor will visually search for the assets and/or use magnetic locators and probing rods as necessary to locate assets. Once the asset is found, its location is to be logged with a GPS unit. If the asset cannot be located by the contractor in a reasonable amount of time (15 minutes or as otherwise defined by the contractor in the proposal), the asset will be documented in the database as such, and GPS locations will be taken of the area that was searched.

Identification of assets

The contractor will identify assets in their collection database using the City's existing identification numbers for the distribution valves and hydrants (Facility ID). For the hydrant auxiliary valves, the contractor shall use the hydrant Facility ID but note it as the auxiliary valve.

Access of assets: Level 1

The contractor will be expected to gain access to the assets that are being inspected. This includes removing valve enclosure covers, clearing obstructing plant growth as necessary within an area of 2-feet surrounding the vault cover or hydrant, dewatering the vault as necessary, and vacuuming and cleaning of debris and buildup within the valve enclosure to gain access to the operating nut of the valve.

Access of assets: Level 2

Any valve located in a well/vault may be expected to be accessed by confined space entry, with more thorough cleaning inspection and assessment of both the valve and structure as needed and as directed by the City. Levels of water before pumping and condition of the well should be documented, with the documentation plan provided in the proposal.

Inspection of valve assets

The contractor will first perform a visual inspection of each asset. The purpose of the visual inspection is to collect and log basic condition and attribution data for each asset and to prepare the valve for operational assessment. The contractor shall record the ground surface material surrounding the valve (pavement, gravel, grass, etc.). Basic cleaning may involve removing debris, dewatering with industrial vacuum equipment or water pumps, and manual brushing or scrubbing as needed so that the valve casing is accessible and visible for assessment. After cleaning, valves shall be visually inspected for assessment of type, condition, and a measurement of the depth of the pipe from ground elevation, or depth to the top of the operating nut for valves located in boxes that cannot be exposed for a direct measurement to the top-of-pipe. Any information stamped on the cover plate should also be recorded and photographed. Photographs should be taken facing north and submitted in JPEG format and on a portable hard drive as part of the project. After cleaning, stems and nuts should be inspected for damage or leaking.

Once clean and visually inspected, the contractor will assess the operation of the valve and collect the relevant asset data. Operational assessment of valves shall be performed following recommendations and procedures outlined in the most current AWWA M44 (Third Edition).

Valve assessment shall include assessing the valve operation through a minimum of one full cycle of operation using the lowest operational torque capable of turning the valve. Closing procedures shall follow AWWA guidelines to close a valve, which include rotating closed 5 to 10 turns, reverse for 2 to 3 turns, reverse again 5 to 10 turns, etc. Care should be taken to not damage the valve by over torquing; T-handles and “cheater bars” should not be used to force a valve closed. Torque charts must be recorded and saved using the City’s valve identification numbers and the date of inspection for all valves.

Once the valve is initially fully closed, it should be opened a few more turns so that high-velocity water flowing under the gates can move sediment downstream with more force and clear the bottom part of the valve body for seating, before fully closing again, following AWWA M44. After observing and recording valve conditions when closed, valves should be returned to the original state to re-establish normal system flows and conditions.

The Contractor shall conduct the inspections with experienced, qualified personnel. Key personnel shall be trained field technicians with qualifications described in the proposal. Inspection equipment shall be fully functional to perform the required inspection, including generation of torque charts.

Inspection of hydrant assets

The contractor shall mechanically pressure test each hydrant. The mechanical inspection will include removing, greasing, and replacing all caps, slowly opening and bleeding the air out of the fire hydrant pressuring the barrel at full system pressure and noting any discrepancies. The pressure test will be conducted with the fire hydrant charged at full system pressure and any leakage will be documented and the static pressure recorded. The contractor shall also measure the elevation of the hydrant at the "flange", measure the elevation of the ground adjacent to the hydrant, and record hydrant manufacturer, type, nozzle configuration and sizes, and date of manufacture. The contractor will be responsible for pumping water from the hydrants after inspection as required by City Fire Department over cold-weather months, typically from November to April.

The mechanical inspection also includes performance of all valve activities (as noted in other sections of this scope) on the hydrant auxiliary valve.

Documentation of all condition assessment data

The contactor shall document all condition assessment data produced during inspections and operational testing/repairs using a non-proprietary ArcGIS compatible data collector to allow import data into current City system. Lists of deficiencies and repairs can include the examples in AWWA M44 Chapter 5. Documentation photos taken of each site should follow a pre-determined convention proposed by the Contractor and approved by the City. The contractor's procedure, plan, and attributes for documentation should be described in the proposal.

Submission of documentation

The contractor will be required to submit all the data collected and documented throughout the project. Data provided should be in an ArcGIS compatible file agreed up by the City, with electronic photos provided and clearly referenced.

Deliverables

The contractor shall submit a final project report that contains and summarizes pertinent information collected throughout the condition assessment process including but not limited to before and after operability of assets, out of service assets, assets requiring repair or replacement, valves found in wrong position, etc. In addition, the final project report should contain recommendations and cost estimates for repairs and rehabilitation. Data collected should also be delivered in a tabulated, digital format using a GIS valve ID system agreed upon by the City for easy integration into existing databases.

Technical Requirements

1. GPS Equipment
   List the proposed mapping grade GPS survey instruments proposed and its accuracy.

2. Valve turning equipment
   List the make, model and operating system version for proposed hydraulic valve turning equipment

3. Photographs
   Photos shall be taken of valve cover and immediate surroundings, as well as pictures inside the well/vault structure if applicable. The photographs shall be supplied in JPEG format and stored on portable hard drive (or other digital media storage device approved by the Owner) as part of the project.

4. Gatewell and Vault Cleaning
   Pipe cleaning shall be performed when necessary to review the condition, surface corrosion, structural integrity, and potential leaks of valves and valve structures.

   The Contractor's cleaning may include using high-pressure water spray nozzle equipment as required to remove all debris, sediment, and grime in the wells and on the pipes and valves being inspected. Additional pumping and dewatering may be required. The valve boxes shall be cleaned, and debris removed as required to allow access to the operating nut. The contractor shall supply all the equipment and materials necessary to operate any cleaning equipment.

   Disposal of all material removed from water structures shall be considered incidental to the applicable pay items described herein. The contractor shall be responsible for correctly disposing of all material removed from structures.

   List the make and model of the industrial vacuum proposed.

Measurements and dimensions

Valve details shall be sketched or marked to include locations, lay lengths, and reference dimensions, measured in the field, and additionally depths to top of pipe and top of nut. Laser measurement devices used shall have an accuracy of at least 1/8-inch over 50 feet. Sketches can be hand drawn and do not need to be to scale, but must be scanned, saved electronically, and identified with the valve asset and City's valve ID. Elevations must be obtained based on the City's datum, benchmark map included in Attachment J, and the z-dimension accuracy must be recorded for each elevation measurement at the time of the measurement.

5. Mapping Corrections

When the contractor determines that the water system infrastructure depicted on maps provided by the City are in error, the contractor shall provide revised mapping (mark detailed corrections on the maps provided) depicting actual conditions observed in the field.

6. Documentation

a. Water Valves

- Physical data: Asset ID number, map number, valve size, type of valve, use of valve, valve structure, depth of valve, if clean out was necessary, valve discrepancies (categories and details), box/vault discrepancies (categories and details), document leak sounds and additional physical information as necessary.
- Location data: Record X, Y and Z coordinates of the valve to sub-foot accuracy using a global positioning system (GPS) recorder.
    1. Accuracy readings shall not be less than a tolerance of 0.5'.
    2. Compile GPS data collected into a software database with the ability to export into a Microsoft Excel or .SHP file for use in the City's GIS system.
    3. Differentially correct all locations in real-time for accuracy
    4. If GPS signal is blocked provide offset information from a recorded coordinate.
    5.
- Operational data: Turns to fully close, torque, close direction, torque chart for larger valves or valves that are initially difficult to turn, specific operational discrepancies (categories and details), additional operational comments as necessary.
- Discrepancies: Detail on discrepancies so that a work order (as described below) can be concisely created.

b. Fire Hydrants

- Physical data: Asset ID number, map number, distance and direction of auxiliary valve from hydrant, fire hydrant size, manufacturer, year, fire hydrant discrepancies (such as missing caps, misaligned nozzles, rounded operating nuts, paint condition, document leak sounds and additional physical information as necessary).
- Location data: GPS position and coordinate data items as noted above.
- Operational data: Turns to fully open, open direction, observed leakage (categories and details), flow observation (categories and details), specific operational discrepancies (categories and details), additional operational comments as necessary.
- Discrepancies: Detail on discrepancies so that a work order (as described below) can be concisely.

MESIMPS-02 SRUTKOWSKI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024

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	CONTACT NAME: Stacy Rutkowski	
General Insurance Services, Inc. 407 E. Lincolnway Valparaiso, IN 46383	PHONE (A/C, No, Ext): (219) 510-6209	FAX (A/C, No): (219) 510-6427
	E-MAIL ADDRESS: srutkowski@genins.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
M E Simpson Co., Inc. 3406 Enterprise Ave Valparaiso, IN 46383	INSURER A : Cincinnati Insurance	10677
	INSURER B : Cincinnati Indemnity	23280
	INSURER C : Landmark American Insurance Company	
	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 X Contractual Liab X XCU Cov is Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		EPP 0417637	12/23/2023	12/23/2024	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		EPP 0417637	12/23/2023	12/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP 0417637	12/23/2023	12/23/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC 0417638	12/23/2023	12/23/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional/E&O			LHR853962	12/23/2023	12/23/2024	Each Claim/Aggregate	3,000,000
A	Lease/Rented Equip			EPP 0417637	12/23/2023	12/23/2024	Ded $1,000	25,000

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

The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are Additional Insureds on a Primary & Non-Contributory basis with respect to General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER

City of Birmingham
151 Martin Street
Birmingham, MI 48009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kathy Heinh

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
12-23-2023	EBA 041 76 37
Named Insured: ME SIMPSON CO INC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Policy Number:
12-23-2023	EBA 041 76 37
Named Insured: ME SIMPSON CO INC	
Countersigned by: (Authorized Representative)	

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

   a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

   b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

      (1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

      (2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

      If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

      If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

   a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

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2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **5. Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

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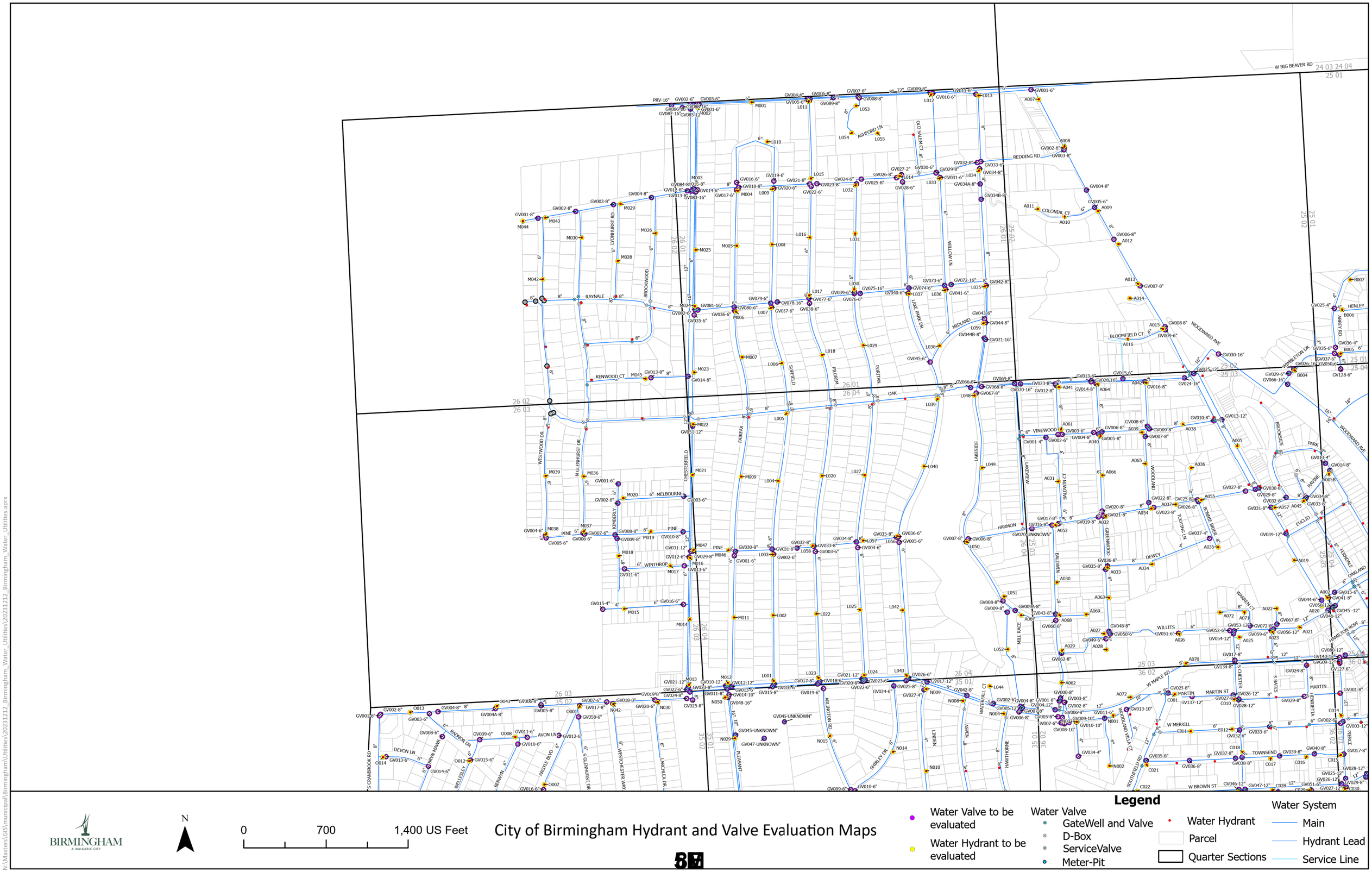
ATTACHMENT F

OVERALL WATER SYSTEM MAPS &
BIRMINGHAM ROAD JURISDICTION MAP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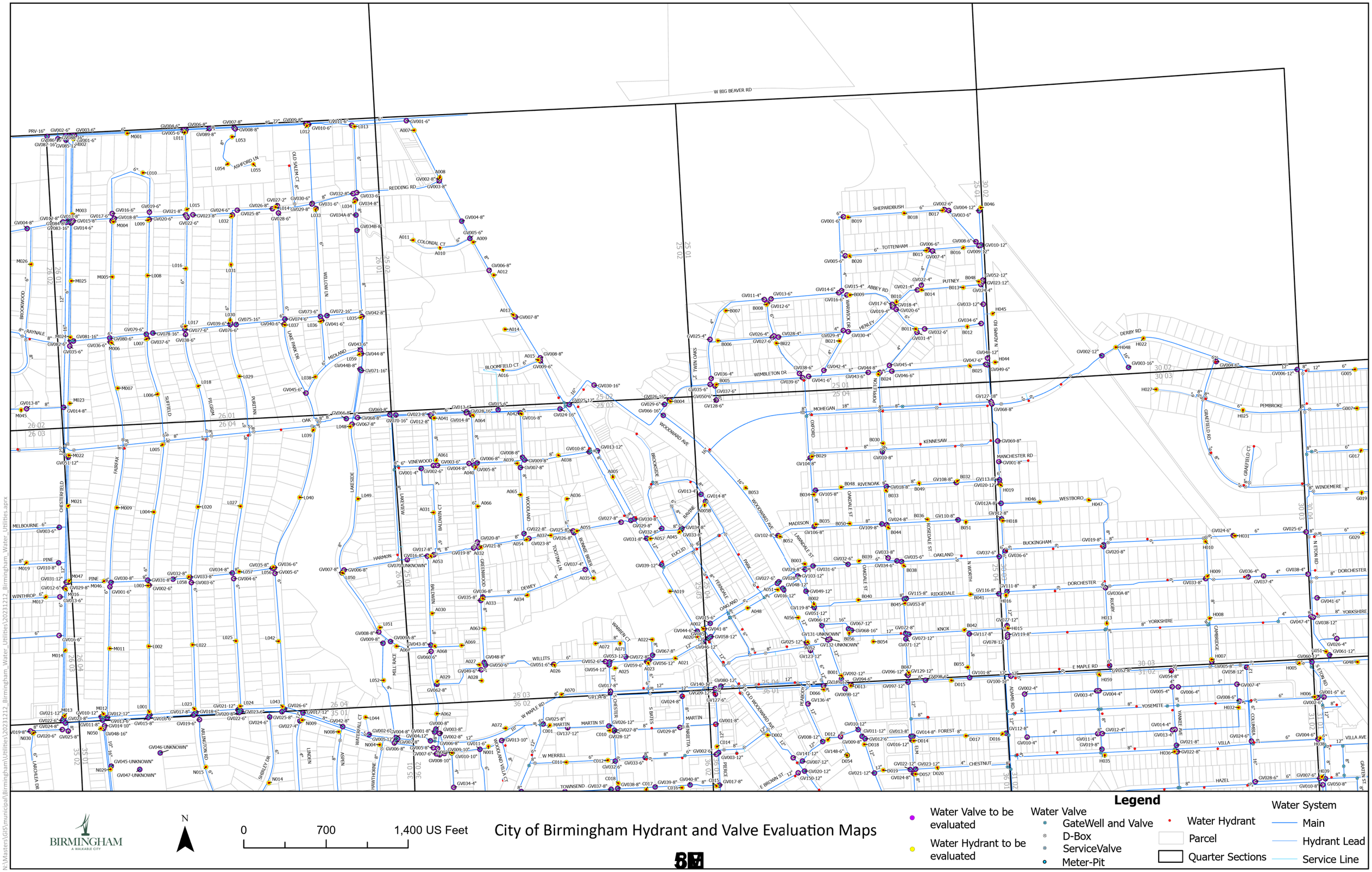
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City of Birmingham Hydrant and Valve Evaluation Maps
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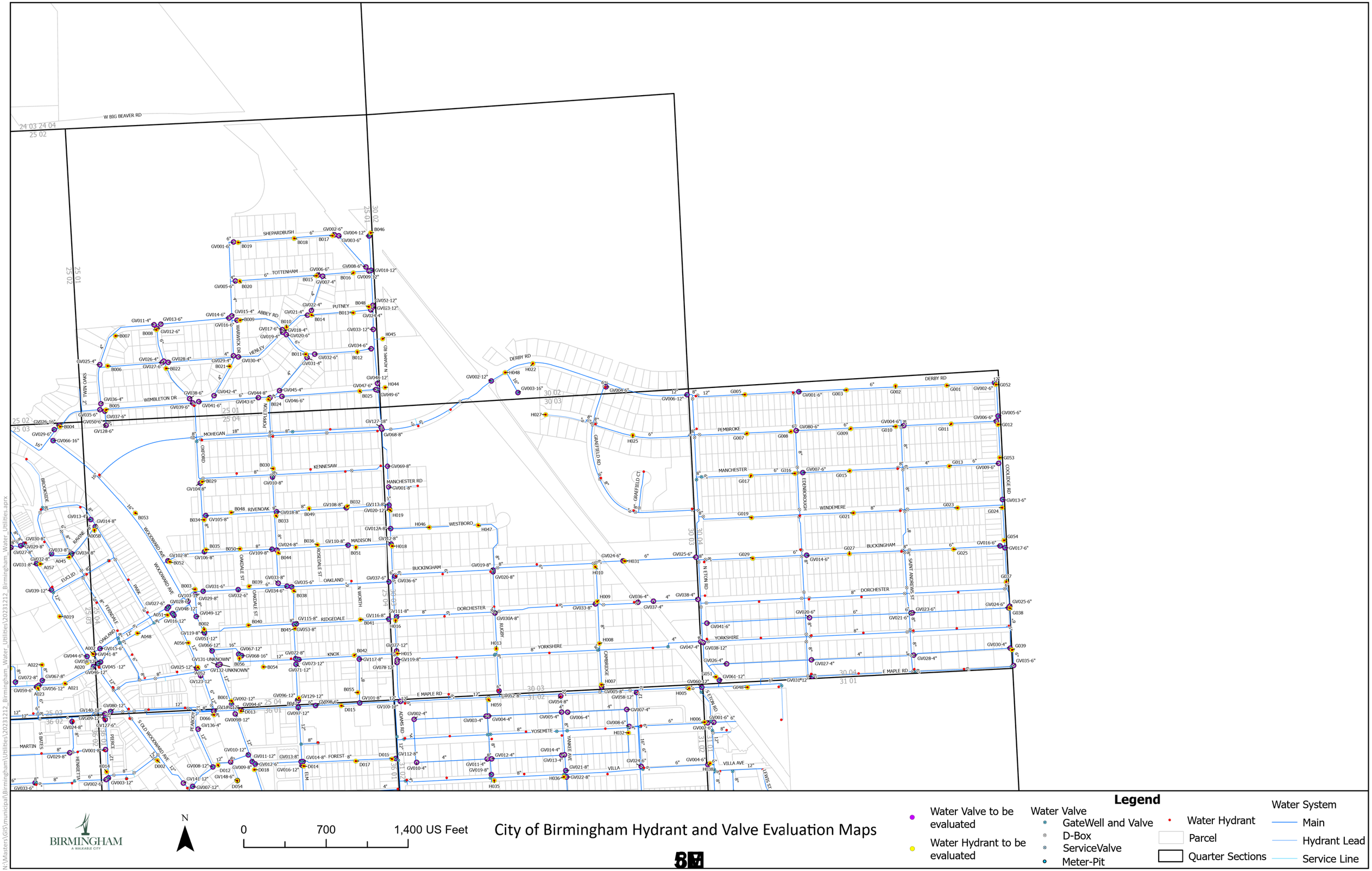
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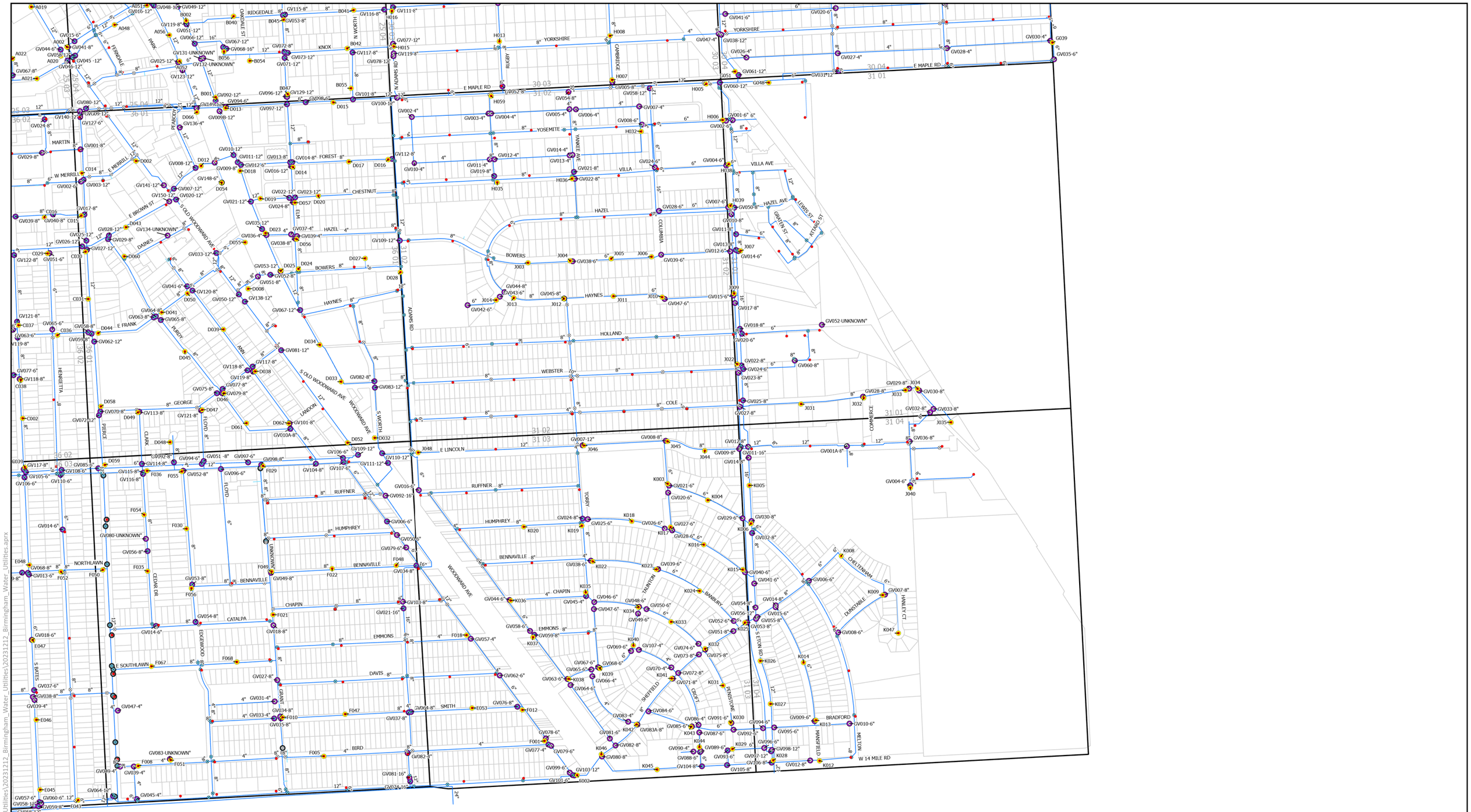
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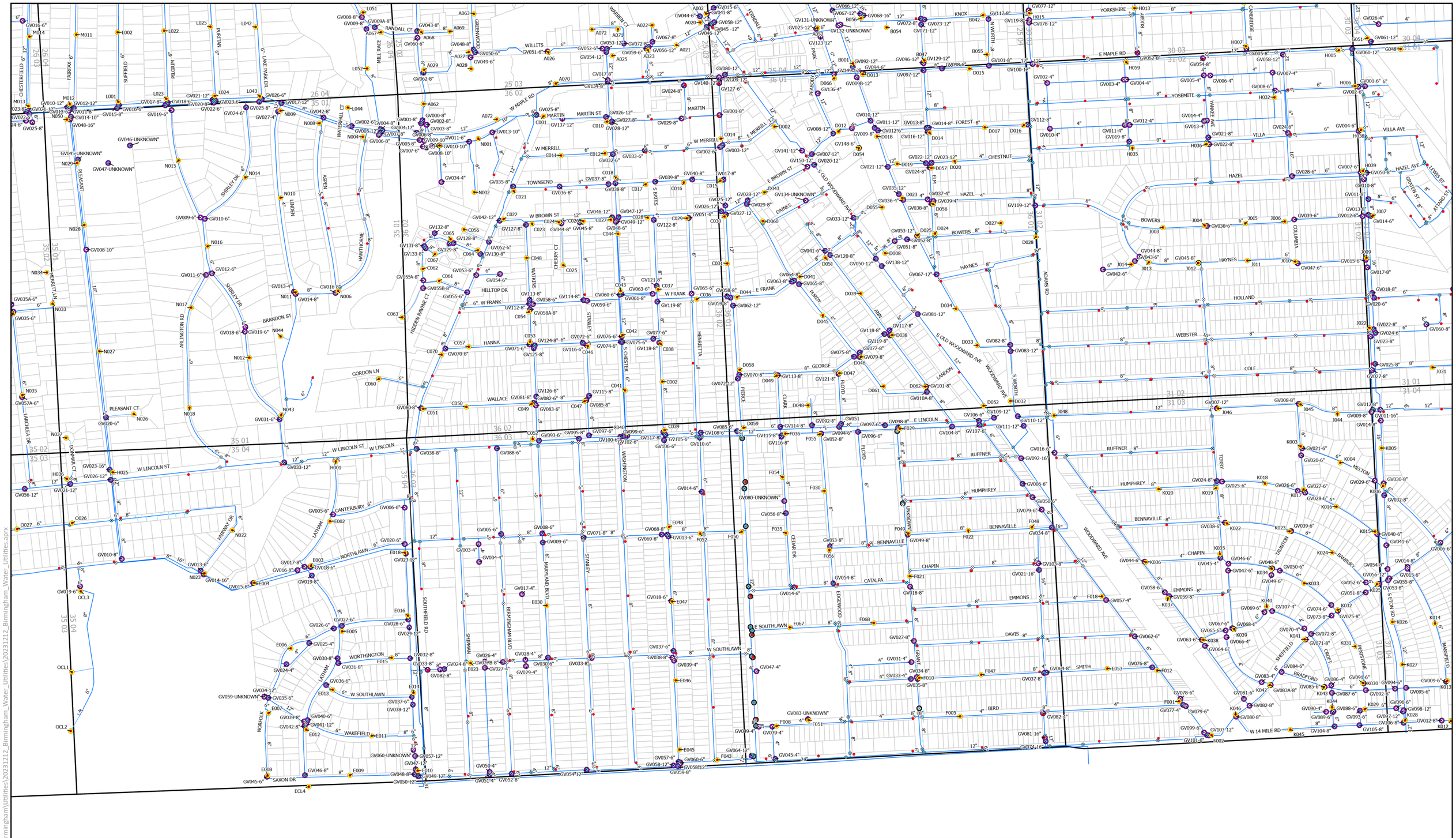
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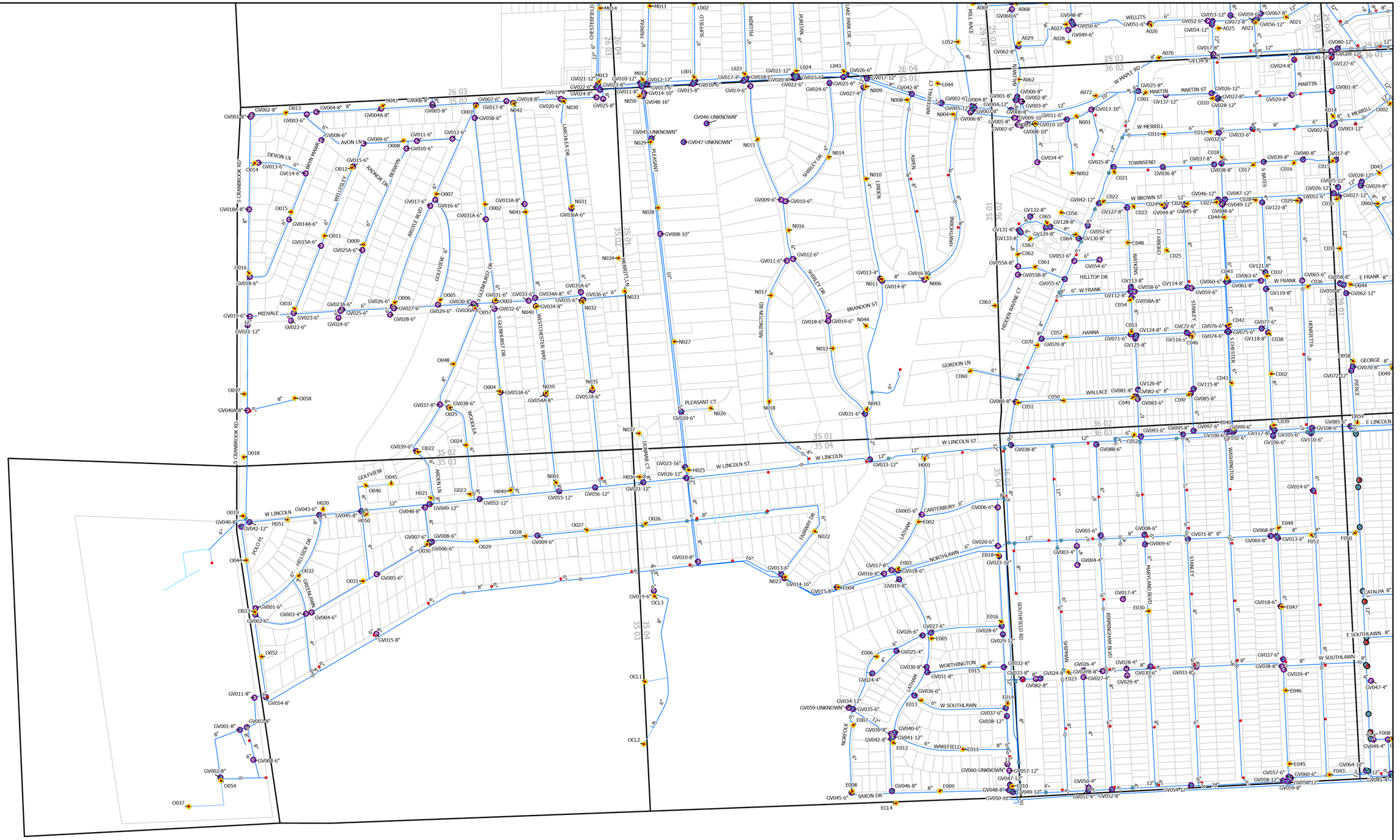

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CITY OF BIRMINGHAM

SEMCOG ROAD JURISDICTION MAP

ATTACHMENT G

SELECTED VALVES AND HYDRANTS TABLES

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV31-2-013	GV013	D-Box	4	1611 VILLA RD	no data
GV36-1-136	GV136	D-Box	4	136 PEABODY ST	no data
GV36-3-017	GV017	D-Box	4	1524 MARYLAND BLVD	no data
GV36-3-026	GV026	D-Box	4	1690 BIRMINGHAM BLVD	no data
GV36-3-028	GV028	D-Box	4	1691 BIRMINGHAM BLVD	no data
GV36-3-029	GV029	D-Box	4	1700 MARYLAND BLVD	no data
GV36-1-039	GV039	D-Box	4	820 HAZEL AVE	1981
GV35-1-013	GV013	D-Box	4	648 LINDEN RD	1975
GV36-3-027	GV027	D-Box	4	1720 BIRMINGHAM BLVD	1971
GV36-3-050	GV050	D-Box	4	1991 SHIPMAN BLVD	1971
GV36-2-034	GV034	D-Box	4	333 VALLEY VIEW LN	1965
GV31-2-005	GV005	D-Box	4	1602 E MAPLE RD	1954
GV36-1-036	GV036	D-Box	4	34602 WOODWARD AVE	1954
GV36-1-037	GV037	D-Box	4	34602 WOODWARD AVE	1954
GV36-3-047	GV047	D-Box	4	1829 PIERCE ST	1950
GV26-3-015	GV015	D-Box	4	1939 FAIRVIEW AVE	1946
GV36-3-049	GV049	D-Box	4	1829 PIERCE ST	1931
GV31-3-066	GV066	D-Box	4	1714 TORRY ST	1926
GV31-3-070	GV070	D-Box	4	1817 SHEFFIELD RD	1926
GV31-3-083	GV083	D-Box	4	1589 SHEFFIELD RD	1926
GV31-3-086	GV086	D-Box	4	1823 BRADFORD RD	1926
GV31-3-090	GV090	D-Box	4	1966 CROFT RD	1926
GV31-3-107	GV107	D-Box	4	1615 CROFT RD	1926
GV36-3-003	GV003	D-Box	4	1414 BIRMINGHAM BLVD	1926
GV36-3-004	GV004	D-Box	4	1461 SHIPMAN BLVD	1926
GV36-4-031	GV031	D-Box	4	1700 GRANT ST	1926
GV25-1-007	GV007	D-Box	4	992 HENLEY DR	1925
GV25-1-011	GV011	D-Box	4	1091 OXFORD DR	1925
GV25-1-015	GV015	D-Box	4	615 ABBEY RD	1925
GV25-1-018	GV018	D-Box	4	756 ABBEY RD	1925
GV25-1-019	GV019	D-Box	4	770 HENLEY DR	1925
GV25-1-021	GV021	D-Box	4	852 HENLEY DR	1925
GV25-1-022	GV022	D-Box	4	999 PUTNEY DR	1925
GV25-1-024	GV024	D-Box	4	1001 N ADAMS RD	1925
GV25-1-025	GV025	D-Box	4	207 ABBEY RD	1925
GV25-1-026	GV026	D-Box	4	359 HENLEY DR	1925
GV25-1-028	GV028	D-Box	4	1012 OXFORD DR	1925
GV25-1-029	GV029	D-Box	4	621 HENLEY DR	1925
GV25-1-030	GV030	D-Box	4	621 HENLEY DR	1925
GV25-1-031	GV031	D-Box	4	996 POPPLETON AVE	1925
GV25-1-036	GV036	D-Box	4	147 ABBEY RD	1925
GV25-1-042	GV042	D-Box	4	541 WIMBLETON DR	1925
GV25-1-045	GV045	D-Box	4	777 WIMBLETON DR	1925
GV25-3-037	GV037	D-Box	4	433 BONNIE BRIER AVE	1924
GV30-4-026	GV026	D-Box	4	2046 YORKSHIRE RD	1924
GV30-4-027	GV027	D-Box	4	2280 YORKSHIRE RD	1924
GV30-4-028	GV028	D-Box	4	2588 YORKSHIRE RD	1924
GV30-4-030	GV030	D-Box	4	2898 YORKSHIRE RD	1924
GV31-2-010	GV010	D-Box	4	1122 YOSEMITE BLVD	1924
GV35-3-003	GV003	D-Box	4	2388 FAIRWAY DR	1923
GV31-3-057	GV057	D-Box	4	1300 EMMONS AVE	1921

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-4-039	GV039	D-Box	4	1829 PIERCE ST	1921
GV36-4-082	GV082	D-Box	4	1092 BIRD AVE	1921
GV30-3-036	GV036	D-Box	4	1763 DORCHESTER RD	1920
GV30-3-037	GV037	D-Box	4	301 N ETON ST # A	1920
GV30-3-038	GV038	D-Box	4	301 N ETON ST # A	1920
GV30-3-047	GV047	D-Box	4	151 N ETON ST	1920
GV31-2-002	GV002	D-Box	4	1111 YOSEMITE BLVD	1920
GV31-2-003	GV003	D-Box	4	1360 E MAPLE RD	1920
GV31-2-004	GV004	D-Box	4	1360 E MAPLE RD	1920
GV31-2-006	GV006	D-Box	4	1602 E MAPLE RD	1920
GV31-2-007	GV007	D-Box	4	1765 YOSEMITE BLVD	1920
GV31-2-011	GV011	D-Box	4	1366 YOSEMITE BLVD	1920
GV31-2-012	GV012	D-Box	4	1366 YOSEMITE BLVD	1920
GV31-2-014	GV014	D-Box	4	1598 YOSEMITE BLVD	1920
GV36-3-039	GV039	D-Box	4	1717 S BATES ST	1915
GV25-1-047	GV047	D-Box	6	1078 WIMBLETON DR	no data
GV30-3-004	GV004	D-Box	6	1804 DERBY RD	no data
GV34-4-004	GV004	D-Box	6	2666 W 14 MILE RD	no data
GV35-1-019	GV019	D-Box	6	663 SHIRLEY DR	no data
GV26-1-041	GV041	D-Box	6	1095 WILLOW LN	1998
GV36-2-083	GV083	D-Box	6	591 WALLACE ST	1998
GV25-3-049	GV049	D-Box	6	725 WILLITS ST	1993
GV25-3-052	GV052	D-Box	6	424 WILLITS ST	1993
GV25-3-060	GV060	D-Box	6	280 BALDWIN RD	1993
GV35-3-007	GV007	D-Box	6	2211 FAIRWAY DR	1990
GV36-2-082	GV082	D-Box	6	590 WALLACE ST	1990
GV35-2-039	GV039	D-Box	6	942 ARDEN LN	1987
GV36-1-148	GV148	D-Box	6	355 S OLD WOODWARD AVE	1982
GV26-1-004	GV004	D-Box	6	1429 QUARTON RD	1980
GV36-1-127	GV127	D-Box	6	100 S OLD WOODWARD AVE	1977
GV36-2-051	GV051	D-Box	6	195 W BROWN ST	1967
GV36-2-054	GV054	D-Box	6	628 WATKINS ST	1965
GV36-2-048	GV048	D-Box	6	407 W BROWN ST	1960
GV36-2-076	GV076	D-Box	6	412 HANNA ST	1960
GV31-2-024	GV024	D-Box	6	355 COLUMBIA AVE	1956
GV31-1-012	GV012	D-Box	6	1971 BOWERS AVE	1954
GV31-2-028	GV028	D-Box	6	1821 HAZEL AVE	1954
GV31-2-038	GV038	D-Box	6	1600 BOWERS AVE	1954
GV31-2-039	GV039	D-Box	6	1815 BOWERS AVE	1954
GV31-2-042	GV042	D-Box	6	725 S ADAMS RD	1954
GV31-2-043	GV043	D-Box	6	1398 HAYNES CT	1954
GV31-2-047	GV047	D-Box	6	1825 HAYNES AVE	1954
GV35-3-006	GV006	D-Box	6	2211 FAIRWAY DR	1954
GV35-2-036	GV036	D-Box	6	575 LARCHLEA DR	1953
GV35-2-038	GV038	D-Box	6	851 WOODLEA RD	1953
GV26-1-010	GV010	D-Box	6	1155 QUARTON RD	1950
GV36-2-058	GV058	D-Box	6	592 W FRANK ST	1950
GV36-2-059	GV059	D-Box	6	492 W FRANK ST	1950
GV30-4-035	GV035	D-Box	6	111 COOLIDGE HWY	1948
GV26-1-024	GV024	D-Box	6	1360 PURITAN AVE	1936
GV26-1-039	GV039	D-Box	6	1121 PURITAN AVE	1936

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-1-002	GV002	D-Box	6	100 TOWNSEND ST	1935
GV25-2-001	GV001	D-Box	6	36977 WOODWARD AVE	1930
GV25-2-009	GV009	D-Box	6	531 BLOOMFIELD CT	1930
GV26-4-019	GV019	D-Box	6	117 ARLINGTON RD	1929
GV35-1-009	GV009	D-Box	6	414 ARLINGTON RD	1929
GV35-1-010	GV010	D-Box	6	381 SHIRLEY DR	1929
GV35-1-011	GV011	D-Box	6	444 ARLINGTON RD	1929
GV35-1-012	GV012	D-Box	6	487 ARLINGTON RD	1929
GV35-1-018	GV018	D-Box	6	708 SHIRLEY DR	1929
GV35-2-032	GV032	D-Box	6	611 S GLENHURST DR	1929
GV35-3-019	GV019	D-Box	6	1688 NORTHLAWN BLVD	1929
GV35-2-003	GV003	D-Box	6	2368 RADNOR DR	1928
GV35-2-008	GV008	D-Box	6	2401 RADNOR DR	1928
GV35-2-010	GV010	D-Box	6	2215 AVON LN	1928
GV35-2-013	GV013	D-Box	6	2497 DEVON LN	1928
GV35-2-014	GV014	D-Box	6	2400 DEVON LN	1928
GV35-2-014A	GV014A	D-Box	6	394 BRYN MAWR RD	1928
GV35-2-015	GV015	D-Box	6	340 WELLESLEY DR	1928
GV35-2-015A	GV015A	D-Box	6	424 WELLESLEY DR	1928
GV35-2-018	GV018	D-Box	6	525 BRYN MAWR RD	1928
GV35-2-022	GV022	D-Box	6	2436 W LINCOLN AVE	1928
GV35-2-023	GV023	D-Box	6	672 WELLESLEY DR	1928
GV35-2-024	GV024	D-Box	6	2436 W LINCOLN AVE	1928
GV35-2-025	GV025	D-Box	6	560 BERWYN RD	1928
GV35-2-025A	GV025A	D-Box	6	444 BERWYN RD	1928
GV35-2-026	GV026	D-Box	6	595 ARGYLE BLVD	1928
GV35-2-028	GV028	D-Box	6	2436 W LINCOLN AVE	1928
GV35-2-053A	GV053A	D-Box	6	862 S GLENHURST DR	1928
GV26-1-001	GV001	D-Box	6	1687 QUARTON RD	1927
GV26-1-003	GV003	D-Box	6	1687 QUARTON RD	1927
GV26-1-005	GV005	D-Box	6	1429 QUARTON RD	1927
GV26-1-014	GV014	D-Box	6	1398 CHESTERFIELD AVE	1927
GV26-1-016	GV016	D-Box	6	1420 FAIRFAX AVE	1927
GV26-1-017	GV017	D-Box	6	1378 FAIRFAX AVE	1927
GV26-1-019	GV019	D-Box	6	1420 SUFFIELD AVE	1927
GV26-1-020	GV020	D-Box	6	1390 SUFFIELD AVE	1927
GV26-1-022	GV022	D-Box	6	1394 PILGRIM AVE	1927
GV26-1-035	GV035	D-Box	6	1092 CHESTERFIELD AVE	1927
GV26-1-036	GV036	D-Box	6	1098 FAIRFAX AVE	1927
GV26-1-037	GV037	D-Box	6	1093 SUFFIELD AVE	1927
GV26-1-038	GV038	D-Box	6	1093 PILGRIM AVE	1927
GV26-3-004	GV004	D-Box	6	515 WESTWOOD DR	1927
GV26-3-005	GV005	D-Box	6	515 WESTWOOD DR	1927
GV26-3-006	GV006	D-Box	6	515 N GLENHURST DR	1927
GV26-3-007	GV007	D-Box	6	520 N GLENHURST DR	1927
GV26-3-011	GV011	D-Box	6	1880 WINTHROP LN	1927
GV26-3-013	GV013	D-Box	6	1712 WINTHROP LN	1927
GV26-3-020	GV020	D-Box	6	145 LARCHLEA DR	1927
GV30-4-004	GV004	D-Box	6	2626 PEMBROKE RD	1927
GV30-4-006	GV006	D-Box	6	807 COOLIDGE HWY	1927
GV30-4-009	GV009	D-Box	6	705 COOLIDGE HWY	1927

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV30-4-025	GV025	D-Box	6	2896 DORCHESTER RD	1927
GV30-4-080	GV080	D-Box	6	2290 PEMBROKE RD	1927
GV35-2-007	GV007	D-Box	6	125 S GLENHURST DR	1927
GV35-2-009	GV009	D-Box	6	2276 AVON LN	1927
GV35-2-011	GV011	D-Box	6	2154 AVON LN	1927
GV35-2-012	GV012	D-Box	6	2120 AVON LN	1927
GV35-2-016	GV016	D-Box	6	295 ARGYLE BLVD	1927
GV35-2-017	GV017	D-Box	6	325 ARGYLE BLVD	1927
GV35-2-019	GV019	D-Box	6	2436 W LINCOLN AVE	1927
GV35-2-023A	GV023A	D-Box	6	560 BERWYN RD	1927
GV35-2-027	GV027	D-Box	6	2436 W LINCOLN AVE	1927
GV35-2-029	GV029	D-Box	6	585 GOLFVIEW BLVD	1927
GV35-2-030A	GV030A	D-Box	6	596 S GLENHURST DR	1927
GV35-2-031	GV031	D-Box	6	593 S GLENHURST DR	1927
GV35-2-031A	GV031A	D-Box	6	391 S GLENHURST DR	1927
GV35-2-033	GV033	D-Box	6	596 WESTCHESTER WAY	1927
GV35-2-035	GV035	D-Box	6	621 LARCHLEA DR	1927
GV35-2-035A	GV035A	D-Box	6	575 LARCHLEA DR	1927
GV35-2-036A	GV036A	D-Box	6	395 LARCHLEA DR	1927
GV35-2-057A	GV057A	D-Box	6	855 LARCHLEA DR	1927
GV35-2-058	GV058	D-Box	6	145 S GLENHURST DR	1927
GV26-3-016	GV016	D-Box	6	315 CHESTERFIELD AVE	1926
GV31-3-020	GV020	D-Box	6	1658 E LINCOLN AVE	1926
GV31-3-021	GV021	D-Box	6	1658 E LINCOLN AVE	1926
GV31-3-025	GV025	D-Box	6	1658 E LINCOLN AVE	1926
GV31-3-026	GV026	D-Box	6	1658 E LINCOLN AVE	1926
GV31-3-027	GV027	D-Box	6	1291 TAUNTON RD	1926
GV31-3-028	GV028	D-Box	6	1291 TAUNTON RD	1926
GV31-3-029	GV029	D-Box	6	1983 W MELTON RD	1926
GV31-3-038	GV038	D-Box	6	1611 BANBURY RD	1926
GV31-3-039	GV039	D-Box	6	1773 BANBURY RD	1926
GV31-3-040	GV040	D-Box	6	1298 S ETON ST	1926
GV31-3-046	GV046	D-Box	6	1501 PENISTONE RD	1926
GV31-3-047	GV047	D-Box	6	1508 PENISTONE RD	1926
GV31-3-048	GV048	D-Box	6	1551 PENISTONE RD	1926
GV31-3-049	GV049	D-Box	6	1552 PENISTONE RD	1926
GV31-3-050	GV050	D-Box	6	1561 PENISTONE RD	1926
GV31-3-052	GV052	D-Box	6	1995 SHEFFIELD RD	1926
GV31-3-063	GV063	D-Box	6	1772 TAUNTON RD	1926
GV31-3-064	GV064	D-Box	6	33202 WOODWARD AVE	1926
GV31-3-065	GV065	D-Box	6	1700 TORRY ST	1926
GV31-3-068	GV068	D-Box	6	1652 TAUNTON RD	1926
GV31-3-069	GV069	D-Box	6	1598 TAUNTON RD	1926
GV31-3-074	GV074	D-Box	6	1903 SHEFFIELD RD	1926
GV31-3-084	GV084	D-Box	6	1710 SHEFFIELD RD	1926
GV31-3-085	GV085	D-Box	6	1785 BRADFORD RD	1926
GV31-3-087	GV087	D-Box	6	1803 E 14 MILE RD	1926
GV31-3-089	GV089	D-Box	6	1803 E 14 MILE RD	1926
GV31-3-091	GV091	D-Box	6	1921 BRADFORD RD	1926
GV31-3-092	GV092	D-Box	6	1920 BRADFORD RD	1926
GV31-3-094	GV094	D-Box	6	1988 BRADFORD RD	1926

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV31-3-095	GV095	D-Box	6	2028 BRADFORD RD	1926
GV31-4-006	GV006	D-Box	6	1519 E MELTON RD	1926
GV31-4-008	GV008	D-Box	6	1755 E MELTON RD	1926
GV31-4-010	GV010	D-Box	6	1950 E MELTON RD	1926
GV31-4-015	GV015	D-Box	6	1515 MANSFIELD RD	1926
GV35-4-005	GV005	D-Box	6	1277 LATHAM RD	1926
GV35-4-006	GV006	D-Box	6	1308 SOUTHFIELD RD	1926
GV35-4-018	GV018	D-Box	6	1393 LATHAM RD	1926
GV35-4-020	GV020	D-Box	6	1308 SOUTHFIELD RD	1926
GV36-2-007	GV007	D-Box	6	775 W MAPLE RD	1926
GV36-2-053	GV053	D-Box	6	641 SOUTHFIELD RD	1926
GV25-1-001	GV001	D-Box	6	633 SHEPARDBUSH RD	1925
GV25-1-002	GV002	D-Box	6	946 SHEPARDBUSH RD	1925
GV25-1-003	GV003	D-Box	6	946 SHEPARDBUSH RD	1925
GV25-1-005	GV005	D-Box	6	610 TOTTENHAM RD	1925
GV25-1-006	GV006	D-Box	6	897 TOTTENHAM RD	1925
GV25-1-008	GV008	D-Box	6	1006 TOTTENHAM RD	1925
GV25-1-012	GV012	D-Box	6	1088 OXFORD DR	1925
GV25-1-013	GV013	D-Box	6	1088 OXFORD DR	1925
GV25-1-014	GV014	D-Box	6	598 ABBEY RD	1925
GV25-1-016	GV016	D-Box	6	600 ABBEY RD	1925
GV25-1-017	GV017	D-Box	6	756 ABBEY RD	1925
GV25-1-020	GV020	D-Box	6	770 HENLEY DR	1925
GV25-1-027	GV027	D-Box	6	359 HENLEY DR	1925
GV25-1-032	GV032	D-Box	6	901 ABBEY RD	1925
GV25-1-034	GV034	D-Box	6	1001 N ADAMS RD	1925
GV25-1-035	GV035	D-Box	6	129 ABBEY RD	1925
GV25-1-037	GV037	D-Box	6	129 ABBEY RD	1925
GV25-1-038	GV038	D-Box	6	498 WIMBLETON DR	1925
GV25-1-039	GV039	D-Box	6	498 WIMBLETON DR	1925
GV25-1-041	GV041	D-Box	6	520 WIMBLETON DR	1925
GV25-1-043	GV043	D-Box	6	700 WIMBLETON DR	1925
GV25-1-046	GV046	D-Box	6	824 WIMBLETON DR	1925
GV25-1-050	GV050	D-Box	6	202 WIMBLETON DR	1925
GV26-1-011	GV011	D-Box	6	1563 LAKESIDE RD	1925
GV26-1-028	GV028	D-Box	6	1389 LAKE PARK DR	1925
GV26-1-030	GV030	D-Box	6	1395 WILLOW LN	1925
GV26-1-031	GV031	D-Box	6	1390 WILLOW LN	1925
GV26-1-033	GV033	D-Box	6	1415 LAKESIDE RD	1925
GV26-1-040	GV040	D-Box	6	1090 LAKE PARK DR	1925
GV26-1-043	GV043	D-Box	6	1020 MIDLAND AVE	1925
GV26-1-045	GV045	D-Box	6	963 LAKE PARK DR	1925
GV36-2-065	GV065	D-Box	6	692 HENRIETTA ST	1925
GV26-3-012	GV012	D-Box	6	1712 WINTHROP LN	1924
GV26-4-001	GV001	D-Box	6	477 FAIRFAX AVE	1924
GV26-4-002	GV002	D-Box	6	483 SUFFIELD AVE	1924
GV26-4-003	GV003	D-Box	6	465 PILGRIM AVE	1924
GV26-4-004	GV004	D-Box	6	476 PURITAN AVE	1924
GV30-3-041	GV041	D-Box	6	2018 DORCHESTER RD	1924
GV30-4-020	GV020	D-Box	6	2320 DORCHESTER RD	1924
GV30-4-023	GV023	D-Box	6	2616 DORCHESTER RD	1924

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV30-4-024	GV024	D-Box	6	2896 DORCHESTER RD	1924
GV31-1-001	GV001	D-Box	6	1801 YOSEMITE BLVD	1924
GV31-1-002	GV002	D-Box	6	245 S ETON ST	1924
GV31-2-008	GV008	D-Box	6	1765 YOSEMITE BLVD	1924
GV31-3-016	GV016	D-Box	6	1120 E LINCOLN AVE	1924
GV26-4-005	GV005	D-Box	6	477 LAKE PARK DR	1923
GV26-4-036	GV036	D-Box	6	511 LAKE PARK DR	1923
GV35-3-001	GV001	D-Box	6	1276 HILLSIDE DR	1923
GV35-3-002	GV002	D-Box	6	1275 HILLSIDE DR	1923
GV35-3-004	GV004	D-Box	6	2388 FAIRWAY DR	1923
GV35-3-005	GV005	D-Box	6	1175 GOLFVIEW BLVD	1923
GV25-3-002	GV002	D-Box	6	727 HAZELWOOD AVE	1922
GV31-1-004	GV004	D-Box	6	1812 YOSEMITE BLVD	1921
GV31-3-058	GV058	D-Box	6	33502 WOODWARD AVE	1921
GV31-3-062	GV062	D-Box	6	1344 DAVIS AVE	1921
GV31-3-067	GV067	D-Box	6	1678 TAUNTON RD	1921
GV31-3-078	GV078	D-Box	6	33201 WOODWARD AVE	1921
GV31-3-079	GV079	D-Box	6	33201 WOODWARD AVE	1921
GV31-3-081	GV081	D-Box	6	1563 SHEFFIELD RD	1921
GV31-3-099	GV099	D-Box	6	33101 WOODWARD AVE	1921
GV36-4-050	GV050	D-Box	6	1098 HUMPHREY AVE	1921
GV36-4-079	GV079	D-Box	6	1098 HUMPHREY AVE	1921
GV30-3-024	GV024	D-Box	6	401 N ETON ST # 107	1920
GV30-3-025	GV025	D-Box	6	401 N ETON ST # 107	1920
GV31-1-007	GV007	D-Box	6	1973 HAZEL AVE	1920
GV31-1-015	GV015	D-Box	6	1973 HAYNES AVE	1920
GV31-3-041	GV041	D-Box	6	1431 S ETON ST	1920
GV31-3-096	GV096	D-Box	6	1988 BRADFORD RD	1920
GV25-3-003	GV003	D-Box	6	784 VINEWOOD AVE	1917
GV25-2-013	GV013	D-Box	6	877 GREENWOOD BLVD	1916
GV36-2-063	GV063	D-Box	6	708 S BATES ST	1915
GV36-3-060	GV060	D-Box	6	1991 S BATES ST	no data
GV36-4-123	no label	D-Box	6	1866 PIERCE ST	no data
GV36-4-125	no label	D-Box	6	1829 PIERCE ST	no data
GV36-4-127	no label	D-Box	6	1829 PIERCE ST	no data
GV36-4-130	no label	D-Box	6	1510 PIERCE ST	no data
GV36-4-134	no label	D-Box	6	1245 PIERCE ST	no data
GV36-2-044	GV044	D-Box	8	545 W BROWN ST	1999
GV36-2-045	GV045	D-Box	8	505 W BROWN ST	1998
GV25-4-024	GV024	D-Box	8	815 MADISON AVE	1994
GV25-2-023	GV023	D-Box	8	877 HAZELWOOD AVE	1993
GV25-3-004	GV004	D-Box	8	711 GREENWOOD BLVD	1993
GV25-3-016	GV016	D-Box	8	827 HARMON AVE	1993
GV25-3-020	GV020	D-Box	8	515 GREENWOOD BLVD	1993
GV25-3-021	GV021	D-Box	8	707 HARMON AVE	1993
GV36-2-002	GV002	D-Box	8	110 BALDWIN RD	1993
GV26-2-013	GV013	D-Box	8	1791 KENWOOD CT	1990
GV36-2-081	GV081	D-Box	8	600 WALLACE ST	1990
GV36-2-085	GV085	D-Box	8	512 WALLACE ST	1990
GV35-2-037	GV037	D-Box	8	2436 W LINCOLN AVE	1987
GV36-4-035	GV035	D-Box	8	613 SMITH AVE	1985

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-2-055A	GV055A	D-Box	8	700 HIDDEN RAVINES DR	1984
GV36-2-055B	GV055B	D-Box	8	700 HIDDEN RAVINES DR	1984
GV25-3-017	GV017	D-Box	8	767 HARMON AVE	1983
GV25-3-019	GV019	D-Box	8	707 HARMON AVE	1983
GV25-3-023	GV023	D-Box	8	519 HARMON AVE	1983
GV25-3-025	GV025	D-Box	8	425 HARMON AVE	1983
GV25-3-027	GV027	D-Box	8	475 N OLD WOODWARD AVE	1983
GV26-4-006	GV006	D-Box	8	532 LAKESIDE RD	1983
GV31-1-023	GV023	D-Box	8	1996 WEBSTER AVE	1982
GV31-1-027	GV027	D-Box	8	1998 COLE AVE	1982
GV31-2-017	GV017	D-Box	8	1996 HAYNES AVE	1982
GV36-1-009A	GV009	D-Box	8	34901 WOODWARD AVE	1982
GV25-4-033	GV033	D-Box	8	815 OAKLAND AVE	1981
GV26-1-008	GV008	D-Box	8	1584 ASHFORD LN	1980
GV26-1-009	GV009	D-Box	8	1155 QUARTON RD	1980
GV31-4-007	GV007	D-Box	8	1610 HANLEY CT	1978
GV36-1-001	GV001	D-Box	8	237 PIERCE ST	1977
GV36-2-029	GV029	D-Box	8	155 HENRIETTA ST	1977
GV30-3-005	GV005	D-Box	8	100 CAMBRIDGE RD	1975
GV30-3-030A	GV030A	D-Box	8	1380 DORCHESTER RD	1975
GV30-3-033	GV033	D-Box	8	1679 DORCHESTER RD	1975
GV35-1-014	GV014	D-Box	8	648 LINDEN RD	1975
GV35-1-016	GV016	D-Box	8	607 HAWTHORNE RD	1975
GV31-4-001A	GV001A	D-Box	8	2300 E LINCOLN AVE	1972
GV34-4-003	GV003	D-Box	8	2666 W 14 MILE RD	1970
GV36-2-017	GV017	D-Box	8	336 W MAPLE RD	1967
GV31-4-012	GV012	D-Box	8	2075 E 14 MILE RD	1960
GV31-2-044	GV044	D-Box	8	1415 HAYNES AVE	1954
GV31-2-045	GV045	D-Box	8	1603 HAYNES AVE	1954
GV35-2-048	GV048	D-Box	8	2201 W LINCOLN AVE	1954
GV36-1-051	GV051	D-Box	8	555 S OLD WOODWARD AVE	1954
GV31-3-008	GV008	D-Box	8	1658 E LINCOLN AVE	1949
GV30-3-054	GV054	D-Box	8	1602 E MAPLE RD	1948
GV35-1-006	GV006	D-Box	8	123 HAWTHORNE RD	1948
GV36-2-003	GV003	D-Box	8	110 BALDWIN RD	1948
GV36-2-005	GV005	D-Box	8	123 HAWTHORNE RD	1948
GV31-1-028	GV028	D-Box	8	2300 COLE AVE	1940
GV31-1-029	GV029	D-Box	8	2388 COLE AVE	1940
GV31-1-030	GV030	D-Box	8	2400 COLE AVE	1940
GV31-1-032	GV032	D-Box	8	2400 COLE AVE	1940
GV31-1-033	GV033	D-Box	8	2400 COLE AVE	1940
GV31-1-036	GV036	D-Box	8	2335 E LINCOLN AVE	1940
GV26-1-023	GV023	D-Box	8	1598 REDDING RD	1936
GV26-1-025	GV025	D-Box	8	1360 PURITAN AVE	1936
GV26-1-026	GV026	D-Box	8	1389 LAKE PARK DR	1936
GV31-1-060	GV060	D-Box	8	851 S ETON ST	1930
GV25-2-002	GV002	D-Box	8	36801 WOODWARD AVE	1928
GV25-2-006	GV006	D-Box	8	691 COLONIAL CT	1928
GV25-2-007	GV007	D-Box	8	1111 N OLD WOODWARD AVE UNIT 1	1928
GV25-2-008	GV008	D-Box	8	500 BLOOMFIELD CT	1928
GV31-3-009	GV009	D-Box	8	1991 E LINCOLN AVE	1928

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV35-2-001	GV001	D-Box	8	2483 W MAPLE RD	1928
GV35-2-002	GV002	D-Box	8	2483 W MAPLE RD	1928
GV35-2-004	GV004	D-Box	8	2368 RADNOR DR	1928
GV35-2-018A	GV018A	D-Box	8	295 S CRANBROOK RD	1928
GV35-4-010	GV010	D-Box	8	1596 NORTHLAWN BLVD	1928
GV36-3-027B	GV027B	D-Box	8	1690 BIRMINGHAM BLVD	1928
GV36-3-033	GV033	D-Box	8	1695 STANLEY BLVD	1928
GV36-3-082	GV082	D-Box	8	1700 SHIPMAN BLVD	1928
GV26-1-015	GV015	D-Box	8	1420 CHESTERFIELD AVE	1927
GV26-1-018	GV018	D-Box	8	1378 FAIRFAX AVE	1927
GV26-1-021	GV021	D-Box	8	1405 PILGRIM AVE	1927
GV26-3-017	GV017	D-Box	8	120 WESTCHESTER WAY	1927
GV26-3-018	GV018	D-Box	8	1821 W MAPLE RD	1927
GV26-3-019	GV019	D-Box	8	145 LARCHLEA DR	1927
GV26-3-024	GV024	D-Box	8	1669 W MAPLE RD	1927
GV26-3-025	GV025	D-Box	8	1669 W MAPLE RD	1927
GV35-2-004A	GV004A	D-Box	8	2261 W MAPLE RD	1927
GV35-2-005	GV005	D-Box	8	2145 W MAPLE RD	1927
GV35-2-033A	GV033A	D-Box	8	367 WESTCHESTER WAY	1927
GV35-2-034	GV034	D-Box	8	619 WESTCHESTER WAY	1927
GV35-2-034A	GV034A	D-Box	8	599 WESTCHESTER WAY	1927
GV35-2-040A	GV040A	D-Box	8	2436 W LINCOLN AVE	1927
GV35-2-054A	GV054A	D-Box	8	851 WESTCHESTER WAY	1927
GV35-3-011	GV011	D-Box	8	2666 W 14 MILE RD	1927
GV35-3-015	GV015	D-Box	8	2324 NORTHLAWN BLVD	1927
GV35-3-054	GV054	D-Box	8	2490 NORTHLAWN BLVD	1927
GV31-3-051	GV051	D-Box	8	1994 SHEFFIELD RD	1926
GV31-3-053	GV053	D-Box	8	1994 SHEFFIELD RD	1926
GV31-3-071	GV071	D-Box	8	1788 SHEFFIELD RD	1926
GV31-3-072	GV072	D-Box	8	1834 SHEFFIELD RD	1926
GV31-3-073	GV073	D-Box	8	1888 SHEFFIELD RD	1926
GV31-3-075	GV075	D-Box	8	1926 SHEFFIELD RD	1926
GV31-3-080	GV080	D-Box	8	33100 WOODWARD AVE	1926
GV31-3-082	GV082	D-Box	8	1562 SHEFFIELD RD	1926
GV31-3-083A	GV083A	D-Box	8	1594 SHEFFIELD RD	1926
GV31-4-014	GV014	D-Box	8	1501 MANSFIELD RD	1926
GV35-4-015	GV015	D-Box	8	1390 NORTHLAWN BLVD	1926
GV35-4-016	GV016	D-Box	8	1362 LATHAM RD	1926
GV35-4-017	GV017	D-Box	8	1393 LATHAM RD	1926
GV35-4-033	GV033	D-Box	8	1703 SOUTHFIELD RD	1926
GV35-4-039	GV039	D-Box	8	1255 WAKEFIELD DR	1926
GV36-2-006	GV006	D-Box	8	775 W MAPLE RD	1926
GV36-4-018	GV018	D-Box	8	615 EMMONS AVE	1926
GV36-4-027	GV027	D-Box	8	1700 GRANT ST	1926
GV36-4-034	GV034	D-Box	8	613 SMITH AVE	1926
GV25-1-044	GV044	D-Box	8	871 POPPLETON AVE	1925
GV25-2-003	GV003	D-Box	8	36801 WOODWARD AVE	1925
GV26-1-029	GV029	D-Box	8	1395 WILLOW LN	1925
GV26-1-032	GV032	D-Box	8	1415 LAKESIDE RD	1925
GV26-1-034	GV034	D-Box	8	1386 LAKESIDE RD	1925
GV26-1-042	GV042	D-Box	8	1100 LAKESIDE RD	1925

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV26-1-067	GV067	D-Box	8	890 LAKESIDE RD	1925
GV26-1-068	GV068	D-Box	8	908 LAKESIDE RD	1925
GV26-4-007	GV007	D-Box	8	490 LAKESIDE RD	1925
GV26-4-008	GV008	D-Box	8	320 LAKESIDE RD	1925
GV30-3-001	GV001	D-Box	8	692 N ADAMS RD	1924
GV30-3-068	GV068	D-Box	8	1088 MOHEGAN AVE	1924
GV30-3-069	GV069	D-Box	8	1300 DERBY RD	1924
GV30-3-119	GV119	D-Box	8	1126 YORKSHIRE RD	1924
GV31-2-022	GV022	D-Box	8	1594 VILLA RD	1921
GV36-4-041	GV041	D-Box	8	623 BIRD AVE	1921
GV36-4-103	GV103	D-Box	8	1085 CHAPIN AVE	1921
GV31-1-010	GV010	D-Box	8	1998 HAZEL AVE	1920
GV31-3-012	GV012	D-Box	8	1991 E LINCOLN AVE	1920
GV31-3-014	GV014	D-Box	8	1101 S ETON ST	1920
GV31-3-030	GV030	D-Box	8	1283 E MELTON RD	1920
GV31-3-054	GV054	D-Box	8	1491 S ETON ST	1920
GV31-3-055	GV055	D-Box	8	1501 S ETON ST	1920
GV36-3-038	GV038	D-Box	8	1717 S BATES ST	1915
GV26-2-G17A	GVG17A	D-Box	8	938 WESTWOOD DR	no data
GV26-2-G17B	GVG17B	D-Box	8	979 WESTWOOD DR	no data
GV26-2-G5	GVG5	D-Box	8	1133 WESTWOOD DR	no data
GV26-2-G5A	GVG5A	D-Box	8	1133 WESTWOOD DR	no data
GV26-2-G5B	GVG5B	D-Box	8	1087 WESTWOOD DR	no data
GV26-3-G16	GVG16	D-Box	8	912 WESTWOOD DR	no data
GV26-4-014	GV014	D-Box	10	1669 W MAPLE RD	1948
GV35-1-008	GV008	D-Box	10	425 PLEASANT AVE	1934
GV36-2-008	GV008	D-Box	10	775 W MAPLE RD	1926
GV36-2-009	GV009	D-Box	10	775 W MAPLE RD	1926
GV36-2-010	GV010	D-Box	10	775 W MAPLE RD	1965
GV36-2-013	GV013	D-Box	10	100 WOODLAND VILLA CT	1965
GV36-2-137	GV137	D-Box	12	180 S CHESTER ST	1977
GV36-1-150	GV150	D-Box	12	300 S OLD WOODWARD AVE	1974
GV35-4-041	GV041	D-Box	12	1199 WAKEFIELD DR	1953
GV31-3-007	GV007	D-Box	12	1658 E LINCOLN AVE	1949
GV25-4-140	GV140	D-Box	12	122 W MAPLE RD	1948
GV36-1-149	GV149	D-Box	12	34977 WOODWARD AVE	1948
GV36-1-009B	GV009B	D-Box	12	34952 WOODWARD AVE	1940
GV25-4-123	GV123	D-Box	12	35075 WOODWARD AVE	1934
GV35-2-021	GV021	D-Box	12	2436 W LINCOLN AVE	1928
GV35-4-057	GV057	D-Box	12	1950 SOUTHFIELD RD	1928
GV26-3-031	GV031	D-Box	12	514 CHESTERFIELD AVE	1927
GV25-1-009	GV009	D-Box	12	1006 TOTTENHAM RD	1925
GV25-1-023	GV023	D-Box	12	1037 PUTNEY DR UNIT 1	1925
GV25-1-033	GV033	D-Box	12	1001 N ADAMS RD	1925
GV25-1-048	GV048	D-Box	12	1001 N ADAMS RD	1925
GV25-1-052	GV052	D-Box	12	1037 PUTNEY DR UNIT 1	1925
GV25-4-077	GV077	D-Box	12	1109 YORKSHIRE RD	1924
GV25-4-078	GV078	D-Box	12	1126 YORKSHIRE RD	1924
GV31-2-100	GV100	D-Box	12	1119 E MAPLE RD	1924
GV30-4-038	GV038	D-Box	12	2029 YORKSHIRE RD	1920
GV31-3-056	GV056	D-Box	12	1501 S ETON ST	1920

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV31-3-098	GV098	D-Box	12	2055 E 14 MILE RD	1920
GV25-4-129	GV129	D-Box	12	805 E MAPLE RD	no data
GV36-1-141	GV141	D-Box	12	255 S OLD WOODWARD AVE	no data
GV26-4-027	GV027	Gatewell and valve	4	129 LINDEN RD	1998
GV25-3-001	GV001	Gatewell and valve	4	855 VINEWOOD AVE	1993
GV36-3-051	GV051	Gatewell and valve	4	1991 SHIPMAN BLVD	1971
GV36-4-045	GV045	Gatewell and valve	4	125 E 14 MILE RD UNIT 1	1931
GV35-4-024	GV024	Gatewell and valve	4	1717 NORFOLK DR	1928
GV35-4-025	GV025	Gatewell and valve	4	1235 NORFOLK DR	1928
GV36-4-033	GV033	Gatewell and valve	4	573 SMITH AVE	1926
GV31-3-045	GV045	Gatewell and valve	4	1593 CHAPIN AVE	1921
GV31-3-077	GV077	Gatewell and valve	4	33201 WOODWARD AVE	1921
GV25-4-013	GV013	Gatewell and valve	4	287 RAVINE RD	no data
GV26-1-073	GV073	Gatewell and valve	6	1095 WILLOW LN	1998
GV26-1-079	GV079	Gatewell and valve	6	1127 SUFFIELD AVE	1998
GV36-2-116	GV116	Gatewell and valve	6	511 HANNA ST	1998
GV36-1-012	GV012	Gatewell and valve	6	34750 WOODWARD AVE	1996
GV25-2-029	GV029	Gatewell and valve	6	139 WIMBLETON DR	1994
GV25-3-050	GV050	Gatewell and valve	6	680 WILLITS ST	1993
GV25-3-051	GV051	Gatewell and valve	6	548 WILLITS ST	1993
GV35-3-043	GV043	Gatewell and valve	6	2436 W LINCOLN AVE	1990
GV25-3-044	GV044	Gatewell and valve	6	325 N OLD WOODWARD AVE	1989
GV36-2-055	GV055	Gatewell and valve	6	700 HIDDEN RAVINES DR	1984
GV36-2-011	GV011	Gatewell and valve	6	100 WOODLAND VILLA CT	1965
GV36-2-052	GV052	Gatewell and valve	6	548 SOUTHFIELD RD	1965
GV35-3-008	GV008	Gatewell and valve	6	2211 FAIRWAY DR	1964
GV35-3-009	GV009	Gatewell and valve	6	1974 FAIRWAY DR	1964
GV36-2-032	GV032	Gatewell and valve	6	380 S BATES ST	1960
GV36-2-060	GV060	Gatewell and valve	6	675 S CHESTER ST	1960
GV36-2-074	GV074	Gatewell and valve	6	412 HANNA ST	1960
GV36-2-075	GV075	Gatewell and valve	6	387 HANNA ST	1960
GV36-2-102	GV102	Gatewell and valve	6	1121 WASHINGTON BLVD	1960
GV35-1-002	GV002	Gatewell and valve	6	1010 WATERFALL CT	1951
GV25-2-005	GV005	Gatewell and valve	6	691 COLONIAL CT	1950
GV25-4-094	GV094	Gatewell and valve	6	34952 WOODWARD AVE	1948
GV25-4-098	GV098	Gatewell and valve	6	805 E MAPLE RD	1948
GV26-4-024	GV024	Gatewell and valve	6	114 LINDEN RD	1948
GV31-4-004	GV004	Gatewell and valve	6	2300 E LINCOLN AVE	1940
GV26-1-076	GV076	Gatewell and valve	6	1121 PURITAN AVE	1936
GV36-2-033	GV033	Gatewell and valve	6	380 S BATES ST	1935
GV35-1-020	GV020	Gatewell and valve	6	957 PLEASANT AVE	1934
GV26-3-001	GV001	Gatewell and valve	6	685 KIMBERLEY RD	1930
GV26-3-002	GV002	Gatewell and valve	6	577 KIMBERLEY RD	1930
GV26-3-003	GV003	Gatewell and valve	6	611 CHESTERFIELD AVE	1930
GV35-1-031	GV031	Gatewell and valve	6	970 SHIRLEY DR	1929
GV36-1-041	GV041	Gatewell and valve	6	444 S OLD WOODWARD AVE	1929
GV36-2-097	GV097	Gatewell and valve	6	508 W LINCOLN AVE	1929
GV35-4-013	GV013	Gatewell and valve	6	1478 NORTHLAWN BLVD	1928
GV35-4-026	GV026	Gatewell and valve	6	1580 LATHAM RD	1928
GV35-4-027	GV027	Gatewell and valve	6	1180 NORFOLK DR	1928
GV35-4-028	GV028	Gatewell and valve	6	1400 SOUTHFIELD RD	1928

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV35-4-035	GV035	Gatewell and valve	6	1790 NORFOLK DR	1928
GV35-4-036	GV036	Gatewell and valve	6	1711 LATHAM RD	1928
GV35-4-037	GV037	Gatewell and valve	6	892 W SOUTHLAWN BLVD	1928
GV35-4-040	GV040	Gatewell and valve	6	1190 WAKEFIELD DR	1928
GV35-4-045	GV045	Gatewell and valve	6	1288 SAXON DR	1928
GV36-2-099	GV099	Gatewell and valve	6	1121 WASHINGTON BLVD	1928
GV36-2-106	GV106	Gatewell and valve	6	315 W LINCOLN AVE	1928
GV36-3-013	GV013	Gatewell and valve	6	283 NORTHLAWN BLVD	1928
GV36-3-018	GV018	Gatewell and valve	6	1556 S BATES ST	1928
GV26-1-002	GV002	Gatewell and valve	6	1687 QUARTON RD	1927
GV26-1-077	GV077	Gatewell and valve	6	1119 PILGRIM AVE	1927
GV26-1-080	GV080	Gatewell and valve	6	1129 FAIRFAX AVE	1927
GV26-1-082	GV082	Gatewell and valve	6	1092 CHESTERFIELD AVE	1927
GV30-4-001	GV001	Gatewell and valve	6	2304 DERBY RD	1927
GV30-4-002	GV002	Gatewell and valve	6	2870 DERBY RD	1927
GV30-4-005	GV005	Gatewell and valve	6	807 COOLIDGE HWY	1927
GV30-4-007	GV007	Gatewell and valve	6	2315 MANCHESTER RD	1927
GV30-4-013	GV013	Gatewell and valve	6	623 COOLIDGE HWY	1927
GV30-4-014	GV014	Gatewell and valve	6	2305 BUCKINGHAM AVE	1927
GV30-4-016	GV016	Gatewell and valve	6	395 COOLIDGE HWY	1927
GV30-4-017	GV017	Gatewell and valve	6	395 COOLIDGE HWY	1927
GV31-3-088	GV088	Gatewell and valve	6	1803 E 14 MILE RD	1926
GV31-3-093	GV093	Gatewell and valve	6	1803 E 14 MILE RD	1926
GV31-4-009	GV009	Gatewell and valve	6	1851 MANSFIELD RD	1926
GV36-1-096	GV096	Gatewell and valve	6	500 E LINCOLN AVE	1926
GV36-3-057	GV057	Gatewell and valve	6	1991 S BATES ST	1926
GV36-4-006	GV006	Gatewell and valve	6	33801 WOODWARD AVE	1926
GV25-4-031	GV031	Gatewell and valve	6	515 OAKLAND AVE	1925
GV25-4-032	GV032	Gatewell and valve	6	580 OAKLAND AVE	1925
GV25-4-035	GV035	Gatewell and valve	6	815 OAKLAND AVE	1925
GV25-4-128	GV128	Gatewell and valve	6	202 WIMBLETON DR	1925
GV26-1-074	GV074	Gatewell and valve	6	1100 LAKE PARK DR	1925
GV36-1-085	GV085	Gatewell and valve	6	1128 PIERCE ST	1925
GV36-2-071	GV071	Gatewell and valve	6	615 HANNA ST	1925
GV36-2-072	GV072	Gatewell and valve	6	512 HANNA ST	1925
GV36-2-077	GV077	Gatewell and valve	6	788 S BATES ST	1925
GV36-2-108	GV108	Gatewell and valve	6	1111 HENRIETTA ST	1925
GV36-2-110	GV110	Gatewell and valve	6	225 W LINCOLN AVE	1925
GV36-3-014	GV014	Gatewell and valve	6	1256 HENRIETTA ST	1925
GV25-1-049	GV049	Gatewell and valve	6	1078 WIMBLETON DR	1924
GV25-4-015	GV015	Gatewell and valve	6	322 N OLD WOODWARD AVE	1924
GV25-4-027	GV027	Gatewell and valve	6	390 PARK ST	1924
GV25-4-028	GV028	Gatewell and valve	6	390 PARK ST	1924
GV25-4-034	GV034	Gatewell and valve	6	815 OAKLAND AVE	1924
GV25-4-036	GV036	Gatewell and valve	6	1116 BUCKINGHAM AVE	1924
GV25-4-037	GV037	Gatewell and valve	6	1116 BUCKINGHAM AVE	1924
GV26-3-022	GV022	Gatewell and valve	6	1712 W MAPLE RD	1924
GV26-4-013	GV013	Gatewell and valve	6	1600 W MAPLE RD	1924
GV30-4-021	GV021	Gatewell and valve	6	2616 DORCHESTER RD	1924
GV26-4-016	GV016	Gatewell and valve	6	100 SUFFIELD AVE	1923
GV26-4-018	GV018	Gatewell and valve	6	133 PURITAN AVE	1923

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV26-4-022	GV022	Gatewell and valve	6	1331 W MAPLE RD	1923
GV26-4-023	GV023	Gatewell and valve	6	133 PURITAN AVE	1923
GV26-4-026	GV026	Gatewell and valve	6	130 LAKE PARK DR	1923
GV36-2-100	GV100	Gatewell and valve	6	1121 WASHINGTON BLVD	1923
GV36-2-105	GV105	Gatewell and valve	6	285 W LINCOLN AVE	1923
GV31-3-044	GV044	Gatewell and valve	6	33588 WOODWARD AVE	1921
GV31-3-101	GV101	Gatewell and valve	6	1555 E 14 MILE RD	1921
GV36-1-107	GV107	Gatewell and valve	6	33989 WOODWARD AVE	1921
GV31-1-014	GV014	Gatewell and valve	6	575 S ETON ST	1920
GV31-1-020	GV020	Gatewell and valve	6	851 S ETON ST	1920
GV31-1-024	GV024	Gatewell and valve	6	925 S ETON ST	1920
GV36-1-094	GV094	Gatewell and valve	6	400 E LINCOLN AVE	1917
GV36-1-097	GV097	Gatewell and valve	6	576 E LINCOLN AVE	1917
GV36-1-106	GV106	Gatewell and valve	6	33989 WOODWARD AVE	1917
GV36-2-088	GV088	Gatewell and valve	6	1125 BIRMINGHAM BLVD	1917
GV36-2-093	GV093	Gatewell and valve	6	1135 MARYLAND BLVD	1917
GV36-3-005	GV005	Gatewell and valve	6	1381 BIRMINGHAM BLVD	1917
GV36-3-008	GV008	Gatewell and valve	6	1377 MARYLAND BLVD	1917
GV36-3-009	GV009	Gatewell and valve	6	1411 MARYLAND BLVD	1917
GV36-3-030	GV030	Gatewell and valve	6	1699 MARYLAND BLVD	1917
GV25-2-015	GV015	Gatewell and valve	6	670 OAK AVE	1916
GV25-3-059	GV059	Gatewell and valve	6	336 W MAPLE RD	1915
GV36-3-037	GV037	Gatewell and valve	6	1695 S BATES ST	1915
GV36-4-014	GV014	Gatewell and valve	6	212 CATALPA DR	no data
GV36-1-113	GV113	Gatewell and valve	8	928 CLARK ST	1999
GV36-1-114	GV114	Gatewell and valve	8	211 E LINCOLN AVE	1999
GV36-1-115	GV115	Gatewell and valve	8	192 E LINCOLN AVE	1999
GV36-1-116	GV116	Gatewell and valve	8	192 E LINCOLN AVE	1999
GV36-1-119	GV119	Gatewell and valve	8	612 GEORGE ST	1999
GV36-1-120	GV120	Gatewell and valve	8	420 E FRANK ST UNIT 101	1999
GV36-1-121	GV121	Gatewell and valve	8	912 FLOYD ST	1999
GV36-2-117	GV117	Gatewell and valve	8	1088 S BATES ST	1999
GV36-2-118	GV118	Gatewell and valve	8	825 S BATES ST	1999
GV36-2-119	GV119	Gatewell and valve	8	671 S BATES ST	1999
GV36-2-121	GV121	Gatewell and valve	8	651 S BATES ST	1999
GV36-2-122	GV122	Gatewell and valve	8	277 W BROWN ST	1999
GV36-2-124	GV124	Gatewell and valve	8	775 WATKINS ST	1999
GV36-2-125	GV125	Gatewell and valve	8	615 HANNA ST	1999
GV36-2-126	GV126	Gatewell and valve	8	590 WALLACE ST	1999
GV36-2-128	GV128	Gatewell and valve	8	590 RIVERSIDE DR	1999
GV36-2-129	GV129	Gatewell and valve	8	596 RIVERSTONE DR	1999
GV36-2-130	GV130	Gatewell and valve	8	560 SOUTHFIELD RD	1999
GV36-2-131	GV131	Gatewell and valve	8	598 RIVERSTONE DR	1999
GV36-2-132	GV132	Gatewell and valve	8	600 RIVERSIDE DR	1999
GV36-2-133	GV133	Gatewell and valve	8	598 RIVERSTONE DR	1999
GV36-4-051	GV051	Gatewell and valve	8	1076 FLOYD ST	1999
GV36-4-052	GV052	Gatewell and valve	8	400 E LINCOLN AVE	1999
GV36-4-053	GV053	Gatewell and valve	8	411 BENNAVILLE AVE	1999
GV26-1-069	GV069	Gatewell and valve	8	887 LAKEVIEW AVE	1998
GV35-1-042	GV042	Gatewell and valve	8	1108 W MAPLE RD	1998
GV36-1-092	GV092	Gatewell and valve	8	283 E LINCOLN AVE	1998

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-2-115	GV115	Gatewell and valve	8	512 WALLACE ST	1998
GV36-2-127	GV127	Gatewell and valve	8	525 WATKINS ST	1998
GV36-4-054	GV054	Gatewell and valve	8	425 CATALPA DR	1998
GV36-4-056	GV056	Gatewell and valve	8	1331 CEDAR DR	1998
GV36-4-064	GV064	Gatewell and valve	8	1105 SMITH AVE	1998
GV31-3-076	GV076	Gatewell and valve	8	33301 WOODWARD AVE	1997
GV26-1-089	GV089	Gatewell and valve	8	1570 PILGRIM AVE	1996
GV36-1-013	GV013	Gatewell and valve	8	295 ELM ST	1996
GV36-1-112	GV112	Gatewell and valve	8	312 S ADAMS RD	1996
GV25-4-111	GV111	Gatewell and valve	8	1124 DORCHESTER RD	1995
GV25-4-115	GV115	Gatewell and valve	8	812 RIDGEDALE AVE	1995
GV25-4-116	GV116	Gatewell and valve	8	1092 RIDGEDALE AVE	1995
GV25-4-119	GV119	Gatewell and valve	8	35238 WOODWARD AVE	1995
GV36-2-134	GV134	Gatewell and valve	8	336 W MAPLE RD	1995
GV25-3-067	GV067	Gatewell and valve	8	117 WILLITS ST	1994
GV25-4-018	GV018	Gatewell and valve	8	816 RIVENOAK AVE	1994
GV25-4-101	GV101	Gatewell and valve	8	1000 E MAPLE RD	1994
GV25-4-102	GV102	Gatewell and valve	8	35300 WOODWARD AVE # 201	1994
GV25-4-104	GV104	Gatewell and valve	8	516 KENNESAW AVE	1994
GV25-4-105	GV105	Gatewell and valve	8	512 RIVENOAK AVE	1994
GV25-4-106	GV106	Gatewell and valve	8	487 MADISON AVE	1994
GV25-4-108	GV108	Gatewell and valve	8	983 RIVENOAK AVE	1994
GV25-4-109	GV109	Gatewell and valve	8	756 MADISON AVE	1994
GV25-4-110	GV110	Gatewell and valve	8	988 MADISON AVE	1994
GV25-4-112	GV112	Gatewell and valve	8	1100 WESTBORO DR	1994
GV25-4-113	GV113	Gatewell and valve	8	692 N ADAMS RD	1994
GV25-4-117	GV117	Gatewell and valve	8	191 N WORTH ST	1994
GV36-3-069	GV069	Gatewell and valve	8	1408 S BATES ST	1994
GV36-3-071	GV071	Gatewell and valve	8	1407 STANLEY BLVD	1994
GV25-2-012	GV012	Gatewell and valve	8	877 HAZELWOOD AVE	1993
GV25-2-014	GV014	Gatewell and valve	8	691 OAK AVE	1993
GV25-3-005	GV005	Gatewell and valve	8	729 VINEWOOD AVE	1993
GV25-3-006	GV006	Gatewell and valve	8	694 VINEWOOD AVE	1993
GV25-3-007	GV007	Gatewell and valve	8	607 VINEWOOD AVE	1993
GV25-3-008	GV008	Gatewell and valve	8	590 VINEWOOD AVE	1993
GV25-3-009	GV009	Gatewell and valve	8	590 VINEWOOD AVE	1993
GV25-3-010	GV010	Gatewell and valve	8	715 N OLD WOODWARD AVE UNIT 1	1993
GV25-3-026	GV026	Gatewell and valve	8	425 HARMON AVE	1993
GV25-3-035	GV035	Gatewell and valve	8	388 GREENWOOD BLVD	1993
GV25-3-036	GV036	Gatewell and valve	8	690 DEWEY ST	1993
GV25-3-043	GV043	Gatewell and valve	8	788 RANDALL CT	1993
GV25-3-048	GV048	Gatewell and valve	8	680 WILLITS ST	1993
GV25-3-062	GV062	Gatewell and valve	8	792 WILLITS ST	1993
GV25-3-072	GV072	Gatewell and valve	8	380 WILLITS ST	1993
GV26-1-044B	GV044B	Gatewell and valve	8	960 LAKESIDE RD	1993
GV26-3-009A	GV009A	Gatewell and valve	8	320 LAKESIDE RD	1993
GV26-4-030	GV030	Gatewell and valve	8	476 FAIRFAX AVE	1993
GV26-4-032	GV032	Gatewell and valve	8	515 PILGRIM AVE	1993
GV26-4-035	GV035	Gatewell and valve	8	511 LAKE PARK DR	1993
GV31-3-034	GV034	Gatewell and valve	8	33703 WOODWARD AVE	1993
GV36-2-000	GV000	Gatewell and valve	8	111 BALDWIN RD	1993

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-2-001	GV001	Gatewell and valve	8	111 BALDWIN RD	1993
GV36-4-049	GV049	Gatewell and valve	8	625 BENNAVILLE AVE	1993
GV36-1-010A	GV010A	Gatewell and valve	8	680 LANDON ST	1992
GV36-1-029	GV029	Gatewell and valve	8	200 E BROWN ST	1992
GV36-1-065	GV065	Gatewell and valve	8	705 PURDY ST	1992
GV36-1-079	GV079	Gatewell and valve	8	512 GEORGE ST	1992
GV36-1-101	GV101	Gatewell and valve	8	981 ANN ST	1992
GV36-1-104	GV104	Gatewell and valve	8	832 E LINCOLN AVE	1992
GV36-1-024	GV024	Gatewell and valve	8	810 CHESTNUT ST	1991
GV36-1-038	GV038	Gatewell and valve	8	820 HAZEL AVE	1991
GV36-2-080	GV080	Gatewell and valve	8	967 SOUTHFIELD RD	1990
GV25-3-030	GV030	Gatewell and valve	8	532 N OLD WOODWARD AVE	1989
GV35-2-030	GV030	Gatewell and valve	8	596 S GLENHURST DR	1987
GV25-3-031	GV031	Gatewell and valve	8	541 BROOKSIDE AVE	1986
GV25-3-032	GV032	Gatewell and valve	8	541 BROOKSIDE AVE	1986
GV25-3-033	GV033	Gatewell and valve	8	220 RAVINE RD	1986
GV25-3-034	GV034	Gatewell and valve	8	220 RAVINE RD	1986
GV25-4-014	GV014	Gatewell and valve	8	287 RAVINE RD	1986
GV35-3-045	GV045	Gatewell and valve	8	2436 W LINCOLN AVE	1985
GV25-3-022	GV022	Gatewell and valve	8	580 HARMON AVE	1983
GV25-3-029	GV029	Gatewell and valve	8	475 N OLD WOODWARD AVE	1983
GV25-4-010	GV010	Gatewell and valve	8	812 KENNESAW AVE	1981
GV25-4-072	GV072	Gatewell and valve	8	215 POPPLETON AVE	1981
GV30-3-012A	GV012A	Gatewell and valve	8	626 N ADAMS RD	1981
GV30-3-019	GV019	Gatewell and valve	8	1380 BUCKINGHAM AVE	1981
GV36-1-014	GV014	Gatewell and valve	8	295 ELM ST	1981
GV36-2-024	GV024	Gatewell and valve	8	193 W MAPLE RD	1981
GV26-1-006	GV006	Gatewell and valve	8	1429 QUARTON RD	1980
GV26-1-007	GV007	Gatewell and valve	8	1584 ASHFORD LN	1980
GV36-1-017	GV017	Gatewell and valve	8	100 TOWNSEND ST	1977
GV36-2-027	GV027	Gatewell and valve	8	200 S CHESTER ST	1977
GV36-2-035	GV035	Gatewell and valve	8	600 W BROWN ST # 110	1977
GV36-2-036	GV036	Gatewell and valve	8	542 TOWNSEND ST	1977
GV36-2-037	GV037	Gatewell and valve	8	444 S CHESTER ST # 401	1977
GV36-2-039	GV039	Gatewell and valve	8	245 TOWNSEND ST	1977
GV36-2-040	GV040	Gatewell and valve	8	100 TOWNSEND ST	1977
GV30-3-020	GV020	Gatewell and valve	8	1380 BUCKINGHAM AVE	1975
GV30-3-052	GV052	Gatewell and valve	8	100 RUGBY ST	1975
GV34-4-001	GV001	Gatewell and valve	8	2666 W 14 MILE RD	1970
GV34-4-002	GV002	Gatewell and valve	8	2666 W 14 MILE RD	1970
GV26-4-009	GV009	Gatewell and valve	8	280 MILLRACE RD	1960
GV31-3-104	GV104	Gatewell and valve	8	1803 E 14 MILE RD	1960
GV31-3-106	GV106	Gatewell and valve	8	2055 E 14 MILE RD	1960
GV36-2-038	GV038	Gatewell and valve	8	372 TOWNSEND ST	1960
GV36-2-061	GV061	Gatewell and valve	8	675 S CHESTER ST	1960
GV36-4-037	GV037	Gatewell and valve	8	1105 SMITH AVE	1956
GV31-2-019	GV019	Gatewell and valve	8	1367 VILLA RD	1954
GV31-2-021	GV021	Gatewell and valve	8	1611 VILLA RD	1954
GV36-1-052	GV052	Gatewell and valve	8	555 S OLD WOODWARD AVE STE 100	1954
GV26-2-014	GV014	Gatewell and valve	8	1019 CHESTERFIELD AVE	1951
GV36-1-058	GV058	Gatewell and valve	8	720 PIERCE ST	1950

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-1-059	GV059	Gatewell and valve	8	720 PIERCE ST	1950
GV36-1-063	GV063	Gatewell and valve	8	259 E FRANK ST	1950
GV36-1-064	GV064	Gatewell and valve	8	705 PURDY ST	1950
GV36-2-058A	GV058A	Gatewell and valve	8	633 W FRANK ST	1950
GV36-2-112	GV112	Gatewell and valve	8	633 W FRANK ST	1950
GV36-2-113	GV113	Gatewell and valve	8	592 W FRANK ST	1950
GV36-2-114	GV114	Gatewell and valve	8	492 W FRANK ST	1950
GV26-4-020	GV020	Gatewell and valve	8	133 PURITAN AVE	1948
GV35-1-004	GV004	Gatewell and valve	8	123 HAWTHORNE RD	1948
GV25-4-029	GV029	Gatewell and valve	8	508 OAKLAND AVE	1940
GV26-3-009	GV009	Gatewell and valve	8	1889 PINE ST	1930
GV26-2-001	GV001	Gatewell and valve	8	2120 REDDING RD	1929
GV26-2-002	GV002	Gatewell and valve	8	2010 REDDING RD	1929
GV26-2-003	GV003	Gatewell and valve	8	1964 REDDING RD	1929
GV26-2-004	GV004	Gatewell and valve	8	1385 BROOKWOOD ST	1929
GV26-3-008	GV008	Gatewell and valve	8	517 KIMBERLEY RD	1929
GV26-3-010	GV010	Gatewell and valve	8	1713 PINE ST	1929
GV36-1-117	GV117	Gatewell and valve	8	612 GEORGE ST	1929
GV36-1-118	GV118	Gatewell and valve	8	808 ANN ST	1929
GV25-2-004	GV004	Gatewell and valve	8	36663 WOODWARD AVE	1928
GV25-4-041	GV041	Gatewell and valve	8	322 N OLD WOODWARD AVE	1928
GV35-2-040	GV040	Gatewell and valve	8	2436 W LINCOLN AVE	1928
GV35-4-030	GV030	Gatewell and valve	8	1697 LATHAM RD	1928
GV35-4-031	GV031	Gatewell and valve	8	1697 LATHAM RD	1928
GV35-4-032	GV032	Gatewell and valve	8	1608 SOUTHFIELD RD	1928
GV35-4-042	GV042	Gatewell and valve	8	1255 WAKEFIELD DR	1928
GV35-4-046	GV046	Gatewell and valve	8	1212 SAXON DR	1928
GV35-4-048	GV048	Gatewell and valve	8	1950 SOUTHFIELD RD	1928
GV36-2-095	GV095	Gatewell and valve	8	1117 STANLEY BLVD	1928
GV36-3-024	GV024	Gatewell and valve	8	1700 SHIPMAN BLVD	1928
GV36-3-052	GV052	Gatewell and valve	8	1991 BIRMINGHAM BLVD	1928
GV26-1-013	GV013	Gatewell and valve	8	1387 CHESTERFIELD AVE	1927
GV26-1-084	GV084	Gatewell and valve	8	1420 CHESTERFIELD AVE	1927
GV26-3-023	GV023	Gatewell and valve	8	1600 W MAPLE RD	1927
GV26-4-029	GV029	Gatewell and valve	8	514 CHESTERFIELD AVE	1927
GV26-4-031	GV031	Gatewell and valve	8	545 SUFFIELD AVE	1927
GV26-4-033	GV033	Gatewell and valve	8	515 PILGRIM AVE	1927
GV26-4-034	GV034	Gatewell and valve	8	515 PURITAN AVE	1927
GV35-2-006	GV006	Gatewell and valve	8	2145 W MAPLE RD	1927
GV31-3-105	GV105	Gatewell and valve	8	1803 E 14 MILE RD	1926
GV35-1-007	GV007	Gatewell and valve	8	123 HAWTHORNE RD	1926
GV35-4-019	GV019	Gatewell and valve	8	1225 NORTHLAWN BLVD	1926
GV36-1-098	GV098	Gatewell and valve	8	576 E LINCOLN AVE	1926
GV36-2-025	GV025	Gatewell and valve	8	101 SOUTHFIELD RD	1926
GV36-3-059	GV059	Gatewell and valve	8	1990 S BATES ST	1926
GV25-4-053	GV053	Gatewell and valve	8	812 RIDGEDALE AVE	1925
GV26-1-012	GV012	Gatewell and valve	8	1387 CHESTERFIELD AVE	1925
GV26-1-034A	GV034A	Gatewell and valve	8	1350 LAKESIDE RD	1925
GV26-1-034B	GV034B	Gatewell and valve	8	1295 LAKESIDE RD	1925
GV26-1-044	GV044	Gatewell and valve	8	1020 MIDLAND AVE	1925
GV26-1-066	GV066	Gatewell and valve	8	908 LAKESIDE RD	1925

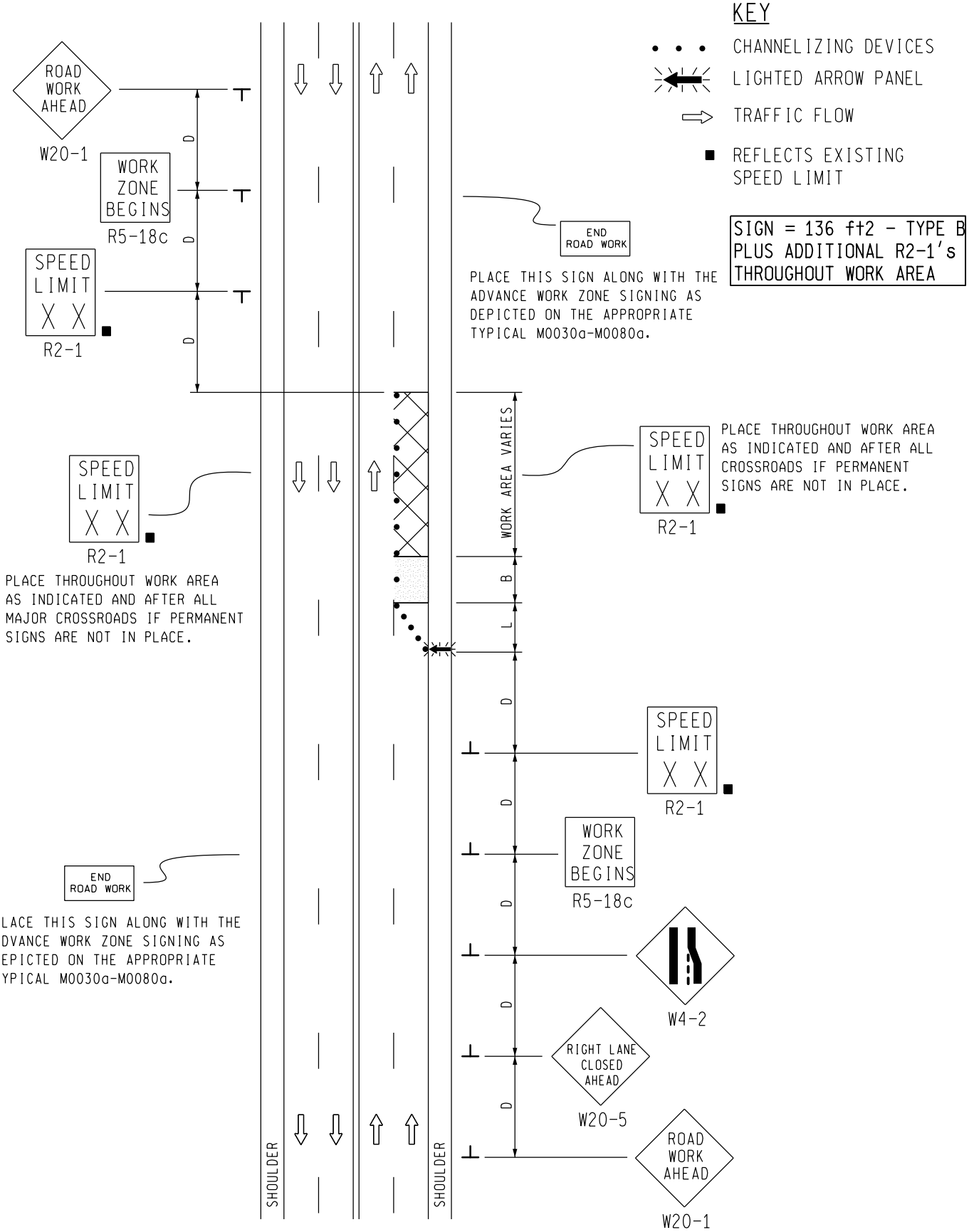
Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-2-070	GV070	Gatewell and valve	8	770 HANNA ST	1925
GV26-4-011	GV011	Gatewell and valve	8	1600 W MAPLE RD	1924
GV26-4-015	GV015	Gatewell and valve	8	1589 W MAPLE RD	1924
GV26-4-017	GV017	Gatewell and valve	8	1589 W MAPLE RD	1923
GV26-4-025	GV025	Gatewell and valve	8	114 LINDEN RD	1923
GV31-3-024	GV024	Gatewell and valve	8	1658 E LINCOLN AVE	1921
GV31-3-059	GV059	Gatewell and valve	8	1427 EMMONS AVE	1921
GV36-1-082	GV082	Gatewell and valve	8	1001 S WORTH ST	1921
GV31-1-011	GV011	Gatewell and valve	8	1989 BOWERS AVE	1920
GV31-1-013	GV013	Gatewell and valve	8	1989 BOWERS AVE	1920
GV31-1-018	GV018	Gatewell and valve	8	757 S ETON ST	1920
GV31-1-022	GV022	Gatewell and valve	8	851 S ETON ST	1920
GV31-1-025	GV025	Gatewell and valve	8	1999 COLE AVE	1920
GV31-1-050	GV050	Gatewell and valve	8	1999 HAZEL AVE	1920
GV31-3-032	GV032	Gatewell and valve	8	1283 E MELTON RD	1920
GV36-1-070	GV070	Gatewell and valve	8	908 PIERCE ST	1917
GV36-1-075	GV075	Gatewell and valve	8	892 PURDY ST	1917
GV36-1-077	GV077	Gatewell and valve	8	512 GEORGE ST	1917
GV25-2-016	GV016	Gatewell and valve	8	556 OAK AVE	1916
GV35-1-038	GV038	Gatewell and valve	8	1119 SOUTHFIELD RD	1916
GV36-3-068	GV068	Gatewell and valve	8	283 NORTHLAWN BLVD	1915
GV36-4-117	no label	Gatewell and valve	8	591 BIRD AVE	no data
GV36-4-118	no label	Gatewell and valve	8	591 BIRD AVE	no data
GV36-4-119	no label	Gatewell and valve	8	638 BIRD AVE	no data
GV36-4-120	no label	Gatewell and valve	8	576 E LINCOLN AVE	no data
GV36-4-121	no label	Gatewell and valve	8	608 HUMPHREY AVE	no data
GV36-4-122	no label	Gatewell and valve	8	1829 PIERCE ST	no data
GV36-4-128	no label	Gatewell and valve	8	1584 PIERCE ST	no data
GV35-1-017	GV017	Gatewell and valve	12	130 LAKE PARK DR	1998
GV36-1-011	GV011	Gatewell and valve	12	34802 WOODWARD AVE	1996
GV36-1-027	GV027	Gatewell and valve	12	115 W BROWN ST	1992
GV36-1-062	GV062	Gatewell and valve	12	720 PIERCE ST	1992
GV36-1-072	GV072	Gatewell and valve	12	908 PIERCE ST	1992
GV25-4-096	GV096	Gatewell and valve	12	725 E MAPLE RD	1991
GV36-1-016	GV016	Gatewell and valve	12	343 ELM ST	1991
GV36-1-021	GV021	Gatewell and valve	12	34750 WOODWARD AVE	1991
GV36-1-022	GV022	Gatewell and valve	12	751 CHESTNUT ST STE 205	1991
GV36-1-023	GV023	Gatewell and valve	12	807 CHESTNUT ST	1991
GV35-1-026	GV026	Gatewell and valve	12	1138 PLEASANT AVE	1990
GV35-2-042	GV042	Gatewell and valve	12	2436 W LINCOLN AVE	1990
GV35-2-049	GV049	Gatewell and valve	12	2185 W LINCOLN AVE	1990
GV35-2-052	GV052	Gatewell and valve	12	2099 W LINCOLN AVE	1990
GV35-2-055	GV055	Gatewell and valve	12	1880 W LINCOLN AVE	1990
GV35-2-056	GV056	Gatewell and valve	12	1800 W LINCOLN AVE	1990
GV35-4-021	GV021	Gatewell and valve	12	1700 W LINCOLN AVE	1990
GV25-2-025	GV025	Gatewell and valve	12	450 OAK AVE # 100	1989
GV25-3-013	GV013	Gatewell and valve	12	720 N OLD WOODWARD AVE	1989
GV25-3-039	GV039	Gatewell and valve	12	430 N OLD WOODWARD AVE	1989
GV25-3-046	GV046	Gatewell and valve	12	275 N OLD WOODWARD AVE	1989
GV25-4-016	GV016	Gatewell and valve	12	390 PARK ST	1983
GV25-4-025	GV025	Gatewell and valve	12	220 PARK ST	1983

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV36-1-008	GV008	Gatewell and valve	12	34901 WOODWARD AVE	1982
GV25-4-097	GV097	Gatewell and valve	12	772 E MAPLE RD	1981
GV36-1-067	GV067	Gatewell and valve	12	34350 WOODWARD AVE	1981
GV36-1-020	GV020	Gatewell and valve	12	355 S OLD WOODWARD AVE	1979
GV36-1-033	GV033	Gatewell and valve	12	479 S OLD WOODWARD AVE	1979
GV36-1-050	GV050	Gatewell and valve	12	588 S OLD WOODWARD AVE	1979
GV36-1-081	GV081	Gatewell and valve	12	808 S OLD WOODWARD AVE	1979
GV36-1-109	GV109	Gatewell and valve	12	1000 S OLD WOODWARD AVE	1979
GV36-1-138	GV138	Gatewell and valve	12	588 S OLD WOODWARD AVE	1979
GV36-1-003	GV003	Gatewell and valve	12	100 TOWNSEND ST	1977
GV36-1-025	GV025	Gatewell and valve	12	480 PIERCE ST STE 200	1977
GV35-1-033	GV033	Gatewell and valve	12	1301 W LINCOLN AVE	1975
GV25-3-053	GV053	Gatewell and valve	12	424 WILLITS ST	1974
GV25-3-056	GV056	Gatewell and valve	12	300 WILLITS ST	1974
GV25-4-049	GV049	Gatewell and valve	12	35270 WOODWARD AVE	1974
GV25-4-103	GV103	Gatewell and valve	12	508 OAKLAND AVE	1974
GV36-1-026	GV026	Gatewell and valve	12	480 PIERCE ST STE 200	1974
GV36-1-028	GV028	Gatewell and valve	12	200 E BROWN ST	1974
GV36-2-042	GV042	Gatewell and valve	12	685 W BROWN ST	1974
GV36-2-047	GV047	Gatewell and valve	12	350 W BROWN ST UNIT 1	1974
GV25-3-045	GV045	Gatewell and valve	12	280 N OLD WOODWARD AVE	1968
GV25-4-048	GV048	Gatewell and valve	12	390 PARK ST	1968
GV25-4-058	GV058	Gatewell and valve	12	280 N OLD WOODWARD AVE	1968
GV25-3-054	GV054	Gatewell and valve	12	191 N CHESTER ST	1967
GV36-1-007	GV007	Gatewell and valve	12	255 S OLD WOODWARD AVE	1967
GV36-1-010	GV010	Gatewell and valve	12	34802 WOODWARD AVE	1967
GV36-2-046	GV046	Gatewell and valve	12	407 W BROWN ST	1967
GV36-2-049	GV049	Gatewell and valve	12	407 W BROWN ST	1967
GV36-2-026	GV026	Gatewell and valve	12	200 S CHESTER ST	1960
GV36-2-028	GV028	Gatewell and valve	12	200 S CHESTER ST	1960
GV30-3-058	GV058	Gatewell and valve	12	1802 E MAPLE RD	1956
GV36-1-053	GV053	Gatewell and valve	12	34500 WOODWARD AVE	1954
GV35-4-034	GV034	Gatewell and valve	12	1790 NORFOLK DR	1953
GV26-1-085	GV085	Gatewell and valve	12	1573 CHESTERFIELD AVE	1951
GV35-1-005	GV005	Gatewell and valve	12	123 HAWTHORNE RD	1951
GV36-2-004	GV004	Gatewell and valve	12	111 BALDWIN RD	1951
GV30-3-002	GV002	Gatewell and valve	12	811 NORWICH RD	1950
GV30-3-006	GV006	Gatewell and valve	12	791 N ETON ST	1950
GV25-4-092	GV092	Gatewell and valve	12	725 E MAPLE RD	1948
GV25-4-G09	GVG09	Gatewell and valve	12	100 S OLD WOODWARD AVE	1948
GV26-4-010	GV010	Gatewell and valve	12	1600 W MAPLE RD	1948
GV26-4-021	GV021	Gatewell and valve	12	133 PURITAN AVE	1948
GV30-3-060	GV060	Gatewell and valve	12	245 S ETON ST	1948
GV30-3-061	GV061	Gatewell and valve	12	2001 E MAPLE RD	1948
GV30-4-031	GV031	Gatewell and valve	12	2233 E MAPLE RD	1948
GV25-4-051	GV051	Gatewell and valve	12	35238 WOODWARD AVE	1940
GV25-4-066	GV066	Gatewell and valve	12	35238 WOODWARD AVE	1940
GV36-1-083	GV083	Gatewell and valve	12	1001 S WORTH ST	1940
GV36-1-110	GV110	Gatewell and valve	12	34000 WOODWARD AVE	1940
GV36-1-111	GV111	Gatewell and valve	12	33900 WOODWARD AVE	1940
GV25-4-067	GV067	Gatewell and valve	12	35046 WOODWARD AVE	1930

Valve ID	Label	Type	Dia (in.)	Address	Install Year
GV25-4-071	GV071	Gatewell and valve	12	810 KNOX AVE	1930
GV25-4-073	GV073	Gatewell and valve	12	810 KNOX AVE	1930
GV35-4-023	GV023	Gatewell and valve	12	1400 SOUTHFIELD RD	1928
GV35-4-029	GV029	Gatewell and valve	12	1608 SOUTHFIELD RD	1928
GV35-4-038	GV038	Gatewell and valve	12	892 W SOUTHLAWN BLVD	1928
GV35-4-047	GV047	Gatewell and valve	12	1950 SOUTHFIELD RD	1928
GV35-4-049	GV049	Gatewell and valve	12	1950 SOUTHFIELD RD	1928
GV35-4-058	GV058	Gatewell and valve	12	1991 S BATES ST	1928
GV36-1-035	GV035	Gatewell and valve	12	34602 WOODWARD AVE	1928
GV36-3-054	GV054	Gatewell and valve	12	1992 STANLEY BLVD	1928
GV36-3-058	GV058	Gatewell and valve	12	1990 S BATES ST	1928
GV36-3-064	GV064	Gatewell and valve	12	100 W 14 MILE RD	1928
GV26-1-051	GV051	Gatewell and valve	12	771 CHESTERFIELD AVE	1927
GV26-3-021	GV021	Gatewell and valve	12	1600 W MAPLE RD	1927
GV26-4-012	GV012	Gatewell and valve	12	1600 W MAPLE RD	1927
GV35-4-050	GV050	Gatewell and valve	12	1950 SOUTHFIELD RD	1926
GV25-1-004	GV004	Gatewell and valve	12	1333 N ADAMS RD	1924
GV25-1-010	GV010	Gatewell and valve	12	1100 N ADAMS RD	1924
GV25-4-020	GV020	Gatewell and valve	12	692 N ADAMS RD	1924
GV31-3-103	GV103	Gatewell and valve	12	1555 E 14 MILE RD	1921
GV31-3-097	GV097	Gatewell and valve	12	2055 E 14 MILE RD	1920
GV25-4-080	GV080	Gatewell and valve	12	122 W MAPLE RD	no data
GV31-2-109	GV109	Gatewell and valve	12	520 S ADAMS RD	no data
GV36-4-124	no label	Gatewell and valve	12	1829 PIERCE ST	no data
GV36-4-126	no label	Gatewell and valve	12	1829 PIERCE ST	no data
GV36-4-129	no label	Gatewell and valve	12	1584 PIERCE ST	no data
GV36-4-131	no label	Gatewell and valve	12	1480 PIERCE ST	no data
GV36-4-132	no label	Gatewell and valve	12	1379 PIERCE ST	no data
GV36-4-133	no label	Gatewell and valve	12	112 E LINCOLN AVE	no data
GV36-4-135	no label	Gatewell and valve	12	1255 PIERCE ST	no data
GV36-4-136	no label	Gatewell and valve	12	100 W 14 MILE RD	no data

ATTACHMENT H

TYPICAL TRAFFIC CONTROL DETAILS



NOT TO SCALE

MDOT Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION

DRAWN BY: CON:AE:djf	OCTOBER 2011	M0240a	SHEET 1 OF 2
CHECKED: BMM:CRB	PLAN DATE:		
FILE: [illegible]/TS/Typicals/Signs/MT NON FWY/M0240a.dgn REV. 10/11/2011			

NOTES

1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES

2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.

3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.

3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.

4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).

5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.

6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.

7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.

8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.

21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.

26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

MDOT Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL	TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION		
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0240a	SHEET 2 OF 2
CHECKED: BMM:CRB	PLAN DATE:		
FILE: [illegible]D/TS/Typicals/Signs/MT NON FWY/M0240a.dgn REV. 10/11/2011			

ATTACHMENT I

CITY OF BIRMINGHAM BENCHMARK DATUM MAP

BM #	BENCH. ELEV.	BENCHMARK DESCRIPTION
#1	781.530	BIRMINGHAM G.I.S. COORD. N = 383240.263 E = 13433664.196 SOUTHWEST CORNER OF PIERCE AND MARTIN
#2	767.438	BIRMINGHAM G.I.S. COORD. N = 380694.528 E = 13433880.737 SOUTHEAST CORNER OF PIERCE AND LINCOLN
#3	753.558	BIRMINGHAM G.I.S. COORD. N = 378407.459 E = 13433983.884 NORTHEAST CORNER OF PIERCE AND BIRD
#4	768.996	BIRMINGHAM G.I.S. COORD. N = 386143.681 E = 13433625.951 SOUTHWEST CORNER OF ABBEY AND WIMBLETON
#5	778.576	BIRMINGHAM G.I.S. COORD. N = 384579.252 E = 13434471.615 SOUTHEAST CORNER OF LAWNDALE AND OAKLAND
#6	765.612	BIRMINGHAM G.I.S. COORD. N = 383727.116 E = 13436194.152 NORTHEAST CORNER OF ADAMS AND MAPLE
#7	752.113	BIRMINGHAM G.I.S. COORD. N = 380865.594 E = 13436346.935 NORTHEAST CORNER OF ADAMS AND LINCOLN
#8	748.568	BIRMINGHAM G.I.S. COORD. N = 379103.285 E = 13436221.687 NORTHWEST CORNER OF CUMMINGS AND DAVIS
#9	770.356	BIRMINGHAM G.I.S. COORD. N = 387566.259 E = 13434755.007 SOUTHEAST CORNER OF WARWICK AND SHEPARDBUSH
#10	782.646	BIRMINGHAM G.I.S. COORD. N = 386015.786 E = 13435983.812 NORTHWEST CORNER OF ADAMS AND MOHEGAN
#11	764.284	BIRMINGHAM G.I.S. COORD. N = 386252.506 E = 13438704.882 SOUTHEAST CORNER OF ETON AND DERBY
#12	752.470	BIRMINGHAM G.I.S. COORD. N = 384142.513 E = 13438789.541 SOUTHEAST CORNER OF ETON AND YORKSHIRE
#13	743.335	BIRMINGHAM G.I.S. COORD. N = 381793.255 E = 13438949.220 SOUTHEAST CORNER OF ETON AND HOLLAND
#14	741.304	BIRMINGHAM G.I.S. COORD. N = 379587.170 E = 13438955.773 NORTHWEST CORNER OF ETON AND SHEFFIELD
#15	744.210	BIRMINGHAM G.I.S. COORD. N = 386369.127 E = 13441233.923 SOUTHWEST CORNER OF COOLIDGE AND DERBY
#16	756.613	BIRMINGHAM G.I.S. COORD. N = 383087.727 E = 13425678.848 SOUTH OF MAPLE, 100' WEST OF RADNOR
#17	739.350	BIRMINGHAM G.I.S. COORD. N = 380069.675 E = 13425434.687 NORTHEAST CORNER OF CRANBROOK AND LINCOLN
#18	776.358	BIRMINGHAM G.I.S. COORD. N = 387532.293 E = 13428204.767 SOUTHEAST CORNER OF CHESTERFIELD AND REDDING
#19	767.494	BIRMINGHAM G.I.S. COORD. N = 385636.463 E = 13428178.725 NORTHEAST CORNER OF CHESTERFIELD AND OAK
#20	758.840	BIRMINGHAM G.I.S. COORD. N = 383210.172 E = 13428105.336 CL OF CHESTERFIELD AT THE SOUTH LINE OF MAPLE
#21	735.980	BIRMINGHAM G.I.S. COORD. N = 380286.690 E = 13428450.331 BACK OF WALK AT #1685 LINCOLN
#22	753.760	BIRMINGHAM G.I.S. COORD. N = 383424.358 E = 13429974.797 NORTHWEST CORNER OF LAKEPARK AND MAPLE
#23	767.408	BIRMINGHAM G.I.S. COORD. N = 388336.920 E = 13431076.781 SOUTHWEST CORNER OF WOODWARD AND QUARTON
#24	745.814	BIRMINGHAM G.I.S. COORD. N = 385888.920 E = 13430624.095 NORTHEAST CORNER OF LAKESIDE AND OAK
#25	763.883	BIRMINGHAM G.I.S. COORD. N = 385896.373 E = 13431554.711 SOUTHWEST CORNER OF GREENWOOD AND OAK
#26	743.389	BIRMINGHAM G.I.S. COORD. N = 383781.093 E = 13431728.540 NORTHEAST CORNER OF GREENWOOD AND WILLITS
#27	766.370	BIRMINGHAM G.I.S. COORD. N = 380637.099 E = 13431249.643 NORTHEAST CORNER OF SOUTHFIELD AND LINCOLN
#28	743.952	BIRMINGHAM G.I.S. COORD. N = 378250.547 E = 13431221.942 SOUTHWEST CORNER OF SOUTHFIELD AND WAKEFIELD
#29	783.350	BIRMINGHAM G.I.S. COORD. N = 383198.127 E = 13432826.594 SOUTHEAST CORNER OF CHESTER AND MARTIN
#30	771.656	BIRMINGHAM G.I.S. COORD. N = 390706.659 E = 13433201.245 SW CORNER OF STRATHMORE & ENTRANCE TO SPRINGDALE PARK G.C.
#31	710.640	BIRMINGHAM G.I.S. COORD. N = 379583.623 E = 13429551.581 NORTHEAST CORNER OF FAIRWAY AND NORTHLAWN
#32	728.314	BIRMINGHAM G.I.S. COORD. N = 383091.171 E = 13431126.910 S SIDE OF MAPLE, W OF BALDWIN, 17.4' W OF SE CORNER OF BRIDGE (ON HEADWALL)
#33	736.690	BIRMINGHAM G.I.S. COORD. N = 384266.194 E = 13441363.307 SOUTHWEST CORNER OF COOLIDGE AND YORKSHIRE

VERTICAL DATUM

The grades shown hereon were established on the City of Birmingham's vertical datum (local datum).

VERTICAL DATUM NOTE

The City of Birmingham's vertical datum, referenced hereon, is one (1) foot higher than the North American Vertical Datum of 1988 (NAVD 88). The previous NAVD 88 value for Benchmark #1, 780.81*, at the Southwest corner of Martin and Pierce, is no longer valid due to the re-monumentation of said Benchmark #1 as of July 29, 2011.

*Per the National Geodetic Survey (NGS) web site (http://www.ngs.noaa.gov), NGS Survey Mark Datasheet, P.I.D. NE0451

REVISIONS	
DATE	DESCRIPTION
08-01-08	UPDATED MAP.
09-04-08	ADDED GIS COORDINATES.
04-30-09	UPDATED MAP - ADDED BM #31.
01-26-10	UPDATED MAP - AMENDED GIS
	COORDINATES FOR BM #24.
07-29-11	UPDATED MAP - AMENDED GIS
	COORDINATES & ELEVATIONS FOR BM'S
	#1 AND #29.

City of Birmingham
A Walkable Community

BENCHMARK MAP

600 0 300 600 1200 2400

GRAPHIC SCALE
1" = 600' (AT 24" X 36" PRINT SIZE)

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Human Resources Department

DATE: May 16, 2024

TO: Jana L. Ecker, City Manager

FROM: Christina Woods, HR Manager

SUBJECT: Title VI Coordinator and Plan Update

INTRODUCTION:
The City of Birmingham must update the Title VI plan and nominate a Title VI Coordinator to be qualified to obtain Federal funding.

BACKGROUND:
Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d to 2000d-4) and related statutes and regulations provide that no person shall on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal funds.

As a sub-recipient of federal funds, the City of Birmingham is required to comply with Federal Title VI regulations. This includes, but is not limited to:

1. Designating a Title VI Coordinator to oversee all related activities including coordination and compilation of data;
2. Submitting an annual report detailing the City of Birmingham's Title VI activities for the previous fiscal year; and
3. Publishing a formal Title VI Plan.

The City's Title VI Plan was implemented in 2013 and updated in 2019. This update contains current data from the 2020 census and has updated personnel reflecting Jana Ecker as City Manager and Elaine McLain as Birmingham Mayor. In addition, the plan designates HR Manager Christina Woods as the Title VI Coordinator. Following updates, this plan will be submitted to the Michigan Department of Transportation as required to qualify for Federal funding.

LEGAL REVIEW:
The City Attorney has reviewed and has no objections to form or content.

FISCAL IMPACT:
Although this item does not have a direct fiscal impact it is a requirement for receiving Federal grants.

SUSTAINABILITY:
This item does not affect the City's sustainability initiatives.

PUBLIC COMMUNICATIONS:
Public comment is available through the open meeting procedures. Following approval, the Title VI Plan and contact information will be available on the City Website.

SUMMARY:
Approve the updates to the Title VI Non-Discrimination Plan and designate HR Manager Christina Woods as Title VI Coordinator.

ATTACHMENTS:
Updated Title VI Plan

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the Title VI Non-Discrimination Plan update and to designate HR Manager Christina Woods as the City of Birmingham Title VI Coordinator. Further, to authorize the Mayor and City Manager to sign the appropriate sections of the plan.

BIRMINGHAM

A WALKABLE CITY

TITLE VI
NON-DISCRIMINATION PLAN

151 Martin, Birmingham MI
Phone: (248)530-1810
Fax: 248-530-1110
Website: www.bhamgov.org

Title VI Coordinator:
Christina Woods
Phone: 248-530-1810
Fax: 248-530-1110
Email: HR@bhamgov.org

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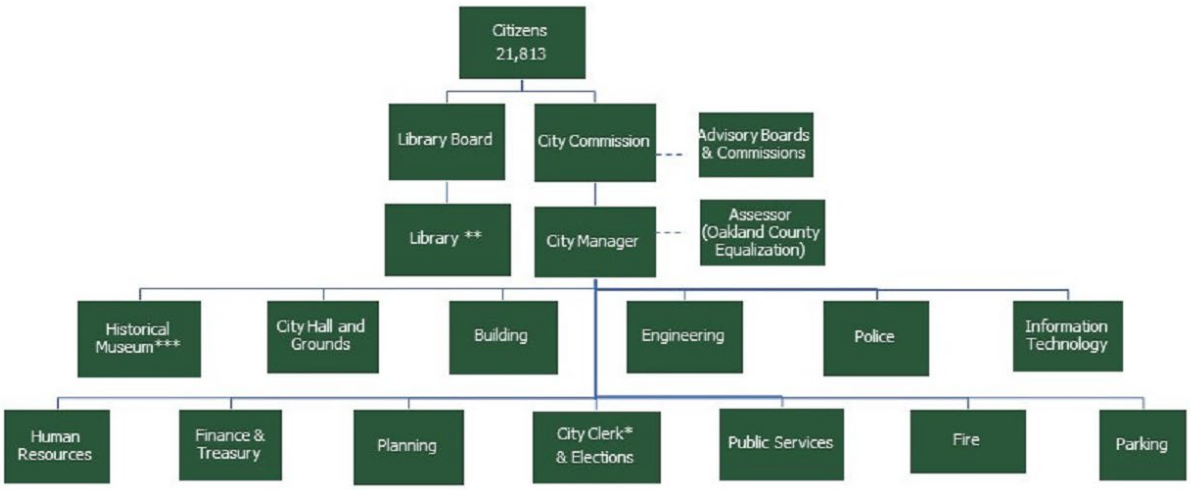
CITY OF BIRMINGHAM
ORGANIZATION CHART

2024-2025



* Appointed by the City Commission; reports to City Manager.
** The City shall provide a tax levy of not less than ½ mill and not more than 1 ¾ mills.
*** Birmingham Historical Museum is a non-departmental activity that reports to the City Manager.

INTRODUCTION

The City of Birmingham is a Home Rule City residing in Oakland County, within the State of Michigan. Pursuant to the authority granted by the Constitution and the Statutes of the State of Michigan, and under the Charter and Ordinances established for the City of Birmingham, it is committed to providing for the health, safety and welfare of the public. This includes all people wishing engage in the services, programs or activities provided, including, but not limited to, minority populations, low-income populations, the elderly and persons with disabilities. The City of Birmingham recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Birmingham must provide access to individuals with limited ability to speak, write, or understand the English language. The City of Birmingham will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration

which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Birmingham's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;

2. To ensure that people affected by the City of Birmingham's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;

3. To prevent discrimination in the City of Birmingham's programs and activities, whether those programs and activities are federally funded or not;

4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;

5. To establish procedures to annually review Title VI compliance within specific program areas within the City of Birmingham;

6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City of Birmingham's services, programs or activities.

As a sub-recipient of federal transportation funds, the City of Birmingham must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Birmingham shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Birmingham, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City of Birmingham will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Birmingham's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Birmingham has developed this Title VI Plan to assure that services, programs, and activities of the City of Birmingham are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF BIRMINGHAM
NON-DISCRIMINATION POLICY STATEMENT

The City of Birmingham reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

> "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any service, opportunity, or other benefit for which such individual is otherwise qualified;

2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;

3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;

4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;

5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;

6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;

7. Permit discriminatory activity in a facility built in whole or in part with federal funds;

8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;

9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;

10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;

11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Birmingham will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Birmingham designates Christina Woods, HR Manager as the Title VI Coordinator. The HR Manager will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Birmingham complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Birmingham and Title VI may be directed to the HR Manager, 151 Martin Street, Birmingham, MI 48009, 248-530-1840 phone, or via email at HR@bhamgov.org

_____
Elaine McClain
Mayor

_____
Jana Ecker, City Manager

_____
Christina Woods, HR Manager / Title VI Coordinator

CITY OF BIRMINGHAM
TITLE VI ASSURANCES

The City of Birmingham (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

   "The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

City of Birmingham, Michigan

_____

Jana Ecker, City Manager Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of "significant")

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community's economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person's businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see http://aspe.hhs.gov/poverty/).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

a. Black – A person having origins in any of the black racial groups of Africa;
b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or

d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; "White not of Hispanic origin", "Black not of Hispanic origin", "Hispanic", "Asian or Pacific Islander", "American Indian or Alaskan Native". Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

a. is predominantly borne by a minority population and/or a low-income population, or
b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

ADMINISTRATION – GENERAL

The City of Birmingham designates Christina Woods, HR Manager, as the Title VI Coordinator (hereinafter referred to as the "Title VI Coordinator"). Mrs. Woods shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City of Birmingham will disseminate Title VI Program information to the City employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of

Title VI language in contracts and publishing the City's Title VI Plan within 90 days of approval on the main page of the City of Birmingham's internet website, at www.bhamgov.org.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency[i], to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter[ii]. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

> "Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Birmingham receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.[iii]

The Guidance implies that the City of Birmingham is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage

extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Birmingham and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at http://www.lep.gov.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Birmingham's services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2022 Data for the City of Birmingham shows a small number of the population that speak English less than 'very well.'

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percentage
Population 5 years and over	20,292	93.3%
English only	18,188	83.7%
Language other than English	2,104	9.7%
Speak English less than "very well"	300	1.4%
Spanish		
Speak English less than "very well"	44	0.2%
Other Indo-European languages		
Speak English less than "very well"	179	0.8%
Asian and Pacific Islander languages		
Speak English less than "very well"	61	0.3%
Other languages		
Speak English less than "very well"	16	0.1%

Source: U.S. Census Bureau, American Community Survey 5 Year Estimates
DP02: SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

Factor 2: Frequency of Contact with LEP Individuals

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions. Over an estimated 117 encounters in the past year, City employees were able to facilitate communication using assistive technology or city resources in 51% of encounters, and utilized a family member or friend of the individual for 48% of the encounters. We have offices accessible to the public and therefore accessible to LEP individuals. We also have staff that work in the field that could encounter LEP individuals. Additionally, regular Commission meetings are held bi-weekly, which would potentially bring LEP individuals to these meetings. Given the number of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Birmingham serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Given the number of LEP individuals in the City, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Birmingham and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

> *"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."*

The City of Birmingham serves very few LEP persons and has very limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for LEP persons who may be unknown at this time.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Birmingham's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Birmingham to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says:
Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage, in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Birmingham.

Options and Proposed Actions

Options:
Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.[iv]

The City of Birmingham is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.[v]

Considering the relatively small size of the City of Birmingham, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

What the City of Birmingham will do. What actions will the City of Birmingham take?

- Notify the public that interpreter services are available upon request, with one day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.

- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the City's complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

  OFFICE ENCOUNTER

  1. Provide an I-speak language identification card to determine the language spoken by the LEP individual.
  2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List.*
  3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

  ROAD ENCOUNTER

  1. Road crew employee will immediately contact the Title VI Coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken by the individual.
  2. Once the foreign language is determined, provide information to Title VI Coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
  3. If the need is for a document to be translated, the Title VI Coordinator will have the document translated and provided to the requestor as soon as possible.

  IN WRITING

  1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
  2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
  3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language, every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line, and if possible, determine the language spoken by the caller.

2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

The City of Birmingham's Staff Training

The City of Birmingham's staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

ENVIRONMENTAL JUSTICE (EJ)

Compliance with Title VI includes ensuring that no minority or low income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.

- If a disproportionate effect is anticipated, follow mitigation procedures.

- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.

- The project's impact is unavoidable;

- The benefits of the project far out-weigh the overall impacts; and

- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer a potential disproportionate effects test.

The following steps will be taken to assess the impact of projects on minorities and/or low income population groups:

STEP ONE: Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

> Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?
> Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
> Question 3: Considering the overall public interest, is there a substantial need for the project?
> Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities, and services, as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination unless extended by Federal Highway Administration (FHWA.)

Complaints must be in writing and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

All complaints investigations are delegated by FHWA. Allegations of discrimination are taken very seriously and will be investigated in a timely manner. The Title VI Coordinator will gather relevant information in a fair and impartial manner and will submit the complaint to MDOT's Statewide Title VI Coordinator who will forward the complaint to FHWA.

Timeframes for Investigations

For FHWA, there is no regulatory timeframe for completing investigations. However, FHWA strives to complete all tasks within 180 days from the date of acceptance.

For State DOTs that have been delegated an investigation from FHWA, 23 CFR § 200.9(b)(3) provides that State DOTs must complete investigations within 60 days of receipt (meaning the date it receives the delegated complaint from FHWA).

FHWA Investigation Potential Outcomes

First, at any time during the investigation, either FHWA or the respondent may initiate informal negotiations to resolve the issues. The FHWA always strives to resolve Title VI complaints informally, if possible.

In the absence of such negotiations, FHWA Headquarters Office of Civil Rights (HCR) (or an investigator State DOT) will draft a Report of Investigation, which should contain all relevant data and findings, with legal conclusions and potentially include recommendations for action. FHWA is responsible for the final disposition of all complaints, including initiation and conduct of informal negotiations and the issuance of Letters of Finding (LOFs).
There are five potential outcomes for concluding an investigation:

1. The FHWA makes a finding of no violation, and the case will be closed with no further action. The FHWA will issue an LOF stating in sufficient detail the reasons for the determination of no violation.

2. If, by a preponderance of the evidence, FHWA determines the respondent has failed to comply with its Title VI requirements or threatens to fail to comply by action or inaction, then FHWA will inform the respondent and the matter will be resolved by informal means whenever possible.

    - If FHWA informally resolves the matter with the respondent by agreement, then FHWA will hold the complaint in abeyance until the respondent completes its corrective actions. If the corrective actions are completed to the FHWA's satisfaction, then the complaint will be dismissed with no further action.

    - If FHWA cannot informally resolve the matter or the respondent does not complete agreed upon corrective actions, then FHWA may issue a LOF stating that the Recipient is in noncompliance with its Title VI obligations.

3. If FHWA issues a LOF of noncompliance to the respondent, the LOF will request that the respondent provide to FHWA, within 90 days, an action plan that implements the recommendations in the LOF.

4. If FHWA approves the action plan, then the respondent will be given a reasonable amount of time to implement the plan. At the end of the implementation period, FHWA will assess whether the respondent has sufficiently corrected the deficiencies.

5. If FHWA does not approve the action plan, or the respondent is nonresponsive/uncooperative, then FHWA may seek administrative sanctions, including, but not limited to, suspension or termination of Federal funds or any other means authorized by law such as referral to USDOJ for enforcement.

    - If USDOT seeks to suspend or terminate funds, it must provide the respondent with an opportunity for a hearing on the record. If the Secretary of Transportation determines that the respondent has not complied with Title VI and voluntary compliance cannot be secured, USDOT must notify Congress before that finding goes into effect. 49 CFR §21.13(c).

All LOFs issued by FHWA are administratively final.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Christina Woods
HR Manager/ Title VI Coordinator
City of Birmingham
151 Martin
Birmingham, MI 48067
Phone: 248-530-1810
Fax: 248-530-1110
Email: HR@bhamgov.org

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

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

1. **Compliance with Regulations**: The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during 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 in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor 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 issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (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 State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and

the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF BIRMINGHAM
TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Birmingham based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination.**

If you need assistance completing this form, please contact Christina Woods by phone at 248-530-1824 or via e-mail at HR@bhamgov.org.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:
Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

____ Race	____ Disability	____ Sex
____ Color	____ Religion	____ Income
____ Age	____ National Origin	____ Retaliation

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

_____

_____

_____

_____

_____

_____

_____

Signature: _____ Date: _____

Please return completed form to: Christina Woods, HR Manager/ Title VI Coordinator, 151 Martin, Birmingham MI 48009, Office Phone 248-530-1810, HR@bhamgov.org

Note: *The City of Birmingham prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City of Birmingham. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

"Significant" requires considerations of both context and intensity:

(a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.

(b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:

(1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

"Non-significant effect" means no substantial change to an environmental component and this has no material bearing on the decision-making process.

Scientific, technical, institutional, the public's value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of "significant" and "non-significant" effects will be made by the Title VI Coordinator.

APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Birmingham's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City of Birmingham employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Birmingham's Title VI Plan will be published on the main page of the City's website www.bhamgov.org, within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Birmingham's Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
7. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
    a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
    b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
    c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
    d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
    e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
    f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
    g. **Right of Way/Eminent Domain:** The number of such actions and diversity of individual(s) affected.
    h. **Program Participants:** Racial data of program participants where possible.

[i] The executive order verbatim can be found online at http://www.usdoj.gov/crt/cor/Pubs/eolep.htm.

[ii] Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

[iii] The DOT has also posted an abbreviated version of this guidance on their website at https://www.civilrights.dot.gov/civil-rights-awareness-enforcement/language-assistance/dots-lep-guidance

[iv] http://www.dotcr.ost.dot.gov/asp/lep/asp

[v] Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

OMB No. 0607-1006: Approval Expires 11/30/2021

United States® Census 2020

Language Identification Card

I work for the U.S. Census Bureau. Is someone here now who speaks English and can help us?
If not, someone may contact you who speaks_____.

Español (**Spanish** 02)

Trabajo para la Oficina del Censo de los EE. UU. ¿Se encuentra alguien que hable inglés y pueda ayudarnos? Si no, alguien que habla español podría comunicarse con usted.

普通话、广东话 (**Chinese simplified**)

我是美国人口普查局的工作人员。请问您这里有没有会说英语的人可以帮助我们?

(**Mandarin** 03): 如果没有，可能会有会讲普通话的人与您联系。

(**Cantonese** 04): 如果没有，可能会有会讲广东话的人与您联系。

如果您閱讀繁體中文，請參閱第2頁（普通話或廣東話） (Chinese traditional on pg 2)

Tiếng Việt (**Vietnamese** 05)

Tôi làm việc cho Cục Thống Kê Dân Số Hoa Kỳ. Hiện có ai ở đây biết nói tiếng Anh và có thể giúp quý vị và tôi không? Nếu không, một nhân viên nói tiếng Việt có thể sẽ liên lạc với quý vị.

한국어 (**Korean** 06)

저는 미국 인구조사국에서 일하고 있습니다. 여기 계신 분 중에서, 영어를 하실 수 있어서 저희를 도와주실 수 있는 분이 혹시 계신지요? 없으시면, 한국어를 하시는 분이 연락을 드릴 수도 있습니다.

Русский (**Russian** 07)

Я представляю Бюро переписи населения США. Присутствует здесь кто-нибудь, кто говорит по-английски и мог бы помочь нам? Если нет, то тогда возможно, с Вами свяжется наш сотрудник, говорящий по-русски.

العربية (**Arabic** 08)

أنا أعمل لمكتب الإحصاء الأمريكي. هل يوجد شخص هنا يتكلّم الإنجليزية و يمكنه ان يساعدنا الآن؟
إذا لا، فقد يتصل بكم شخص يتكلّم اللغة العربية.

Tagalog (**Tagalog** 09)

Nagtatrabaho ako para sa Kawanihan ng Senso ng U.S. Mayroon ba rito ngayong nagsasalita ng Ingles at maaaring tumulong sa amin? Kung wala, maaaring may kumontak sa inyo na nagsasalita ng Tagalog.

Polski (**Polish** 10)

Jestem pracownikiem Urzędu Spisu Ludności USA. Czy w tej chwili jest tu ktoś, kto mówi po angielsku i może nam pomóc? Jeżeli nie, może skontaktować się z Państwem ktoś, kto mówi po polsku.

Français (**French** 11)

Je travaille pour le Bureau de recensement des États-Unis. Y a-t-il quelqu'un ici qui parle anglais et qui pourrait nous aider? Sinon, quelqu'un qui parle français pourrait vous contacter.

Kreyòl Ayisyen (**Haitian Creole** 12)

Mwen travay pou Biwo Resansman Etazini. Èske gen yon moun la ki pale anglè ki ka ede nou?
Si pa genyen, yon moun isit la ki pale kreyòl ka rele ou.

Português (**Portuguese** 13)

Trabalho para a Agência do Censo dos EUA. Há alguém aqui, agora, que fale inglês e que possa nos ajudar? Caso não haja, uma pessoa que fala português poderá entrar em contato com você.

日本語 (**Japanese** 14)

私はアメリカ合衆国国勢調査局の係員です。こちらには英語を理解でき この調査にご協力いただける方がいらっしゃいますか?もしいない場合は、日本語を話す係員があなたに連絡をすることがあります。

Shqip (**Albanian** 15)

Unë punoj për Byronë Amerikane të Censusit. A ka njeri këtu tani që flet anglisht dhe mund të na ndihmojë? Nëse jo, dikush që flet shqip mund t'ju kontaktojë.

አማርኛ (**Amharic** 17)

እኔ የአሜሪካ ህዝብ ቆጠራ ቢሮ ሰራተኛ ነኝ። እንግሊዝኛ የሚናገርና ሊረዳን የሚችል ሰው አለ?
ከሌለ አማርኛ የሚችል ሰው ሊያነጋግርዎ ይችላል።

Հայերեն (**Armenian** 18)

Ես աշխատում եմ ԱՄՆ Մարդահամարի բյուրոյի համար: Ներկա՞ է այստեղ այժմ որևէ մեկը, ով խոսում է անգլերեն և կարող է օգնել մեզ: Եթե ոչ, ապա հայերեն խոսող որևէ մեկը կարող է կապվել Ձեզ հետ:

বাংলা (**Bengali** 19)

আমি ইউ.এস. জনগণনা ব্যুরোতে কাজ করি। এখানে এখন কি এমন কেউ আছেন যিনি ইংরেজি বলতে পারেন এবং আমাদের সাহায্য করতে পারবেন? না থাকলে বাংলা বলতে পারেন এমন কেউ আপনার সাথে যোগাযোগ করতে পারেন।

Босански/ Bosanski (**Bosnian** 20)

Ja radim za Amерички биро за попис становништва. Има ли овдје некога ко говори енглески и може нам помоћи? Ако нема, с Вама би могао контактирати неко ко говори босански.

Ja radim za Američki biro za popis stanovništva. Ima li ovdje nekoga ko govori engleski i može nam pomoći? Ako nema, s Vama bi mogao kontaktirati neko ko govori bosanski.

Български (**Bulgarian** 21)

Служител съм на Бюрото за преброяване на населението на САЩ. Има ли тук някой, който говори английски и би могъл да ни помогне? Ако няма, с вас може да се свърже някой от нашите служители, който говори български.

မြန်မာဘာသာ (**Burmese** 22)

ကျွန်တော်/ကျွန်မက အမေရိကန်ပြည်ထောင်စု သန်းခေါင်စာရင်းဌာနအတွက် အလုပ်လုပ်ပါတယ်။
ဒီမှာ အင်္ဂလိပ်စကားပြောတတ်ပြီး ကျွန်တော်/ကျွန်မတို့ကို ကူညီနိုင်သူ ရှိပါသလား။ မရှိဘူးဆိုရင်တော့
မြန်မာစကားပြောတတ်သူတစ်ဦးက လူကြီးမင်းကို ဆက်သွယ်ပါလိမ့်မယ်။

普通話、廣東話 (**Chinese traditional**)

我是美國人口普查局的工作人員。請問您這裡有沒有會說英語的人可以幫助我們？

(**Mandarin** 03): 如果沒有，可能會有會講普通話的人聯絡您。

(**Cantonese** 04): 如果沒有，可能會有會講廣東話的人聯絡您。

Hrvatski (**Croatian** 23)

Ja radim za američki Ured za popis stanovništva. Ima li trenutno ovdje nekoga tko govori engleski i tko bi nam mogao pomoći? Ako nema, mogao bi Vas kontaktirati netko tko govori hrvatski.

Čeština (**Czech** 24)

Pracuji pro Americký úřad pro sčítání lidu. Je zde někdo, kdo hovoří anglicky a může nám pomoci? Pokud ne, je možné, že Vás bude kontaktovat někdo, kdo hovoří česky.

Nederlands (**Dutch** 25)

Ik werk voor het Censusbureau van de VS. Is er hier iemand die Engels spreekt en ons kan helpen? Zo niet, dan kan iemand contact met u opnemen die Nederlands spreekt.

فارسی (**Farsi** 26)

من برای اداره سرشماری ایالات متحده کار می‌کنم. آیا هم‌اکنون اینجا کسی هست که به زبان انگلیسی حرف بزند و بتواند به من و شما کمک کند؟ اگر نیست، در این صورت احتمال دارد یک نفر از اداره سرشماری که به زبان فارسی صحبت می‌کند با شما تماس بگیرد.

Deutsch (**German** 27)

Ich arbeite für die US-amerikanische Statistikbehörde. Kann ich mit jemandem sprechen, der Englisch spricht und der uns helfen kann? Wenn nicht, kann jemand, der Deutsch spricht, Kontakt mit Ihnen aufnehmen.

Ελληνικά (**Greek** 28)

Εργάζομαι στο Γραφείο Απογραφής Πληθυσμού των ΗΠΑ. Είναι κανείς εδώ αυτή τη στιγμή που μιλάει Αγγλικά να μας εξυπηρετήσει; Αν όχι, μπορεί κάποιος να επικοινωνήσει μαζί σας στα Ελληνικά.

ગુજરાતી (**Gujarati** 29)

હું યુ.એસ. જન ગણના બ્યુરો માટે કામ કરું છું. શું હાલમાં અહીં એવી કોઈ વ્યક્તિ છે જે અંગ્રેજી બોલી શકે અને અમને મદદ કરી શકે? જો કોઈ ના હોય તો, ગુજરાતી બોલતી કોઈપણ વ્યક્તિ તમારી સાથે સંપર્ક કરી શકે છે.

עברית (**Hebrew** 30)

אני עובד עבור לשכת מפקד האוכלוסין של ארה"ב. האם נמצא כאן עכשיו מישהו שמדבר אנגלית ויכול לעזור לנו? במידה ולא, ישנה אפשרות שייצור אתכם קשר מישהו שמדבר עברית.

हिंदी (**Hindi** 31)

मैं यू.एस. जनगणना ब्यूरो के लिए काम करता हूं। क्या यहां अभी कोई ऐसा है जो अंग्रेज़ी बोलता हो और हमारी मदद कर सकता हो? अगर नहीं तो, कोई आपसे संपर्क करेगा जो हिंदी में बात करता हो।

Hmoob (**Hmong** 32)

Kuv ua hauj lwm rau Teb Chaws Asmeskas Koom Haum Suav Pej Xeem. Puas muaj leej twg tam sim no txawj hais lus Askiv thiab yuav pab tau peb? Yog tsis muaj, muaj neeg hais Lus Hmoob yuav hu rau koj.

Magyar (**Hungarian** 33)

Az Egyesült Államok Népszámlálási Hivatalánál dolgozom. Van a közelben valaki, aki beszél angolul, és segíteni tud most nekünk? Ha nincs, akkor lehet, hogy egy magyarul beszélő munkatársunk fel fogja venni Önnel a kapcsolatot.

Igbo (**Igbo** 34)

Ana m arụrụ ndị Ngalaba Gọọmenti U.S. na-ahụ maka Ọnụọgụgụ ndị mmadụ oru. È nwèrè onye nọ ebe à ugbu, a bụ onye na-asụ Igbo nwere ike inyere anyị aka? Ọ bụrụ nà è nweghị, otù onye nā-asụ Igbo nwèrè ike ịkpọtụrụ gị.

Ilokano (**Ilocano** 35)

Agtrabtrabahoak para iti U.S. Census Bureau. Adda kadi ditoy ita iti siasinoman a makapagsao iti Ingles ken makatulong kadakami? No awan, adda maysa a mangkontak kadakayo a makapagsao iti Ilokano.

Bahasa Indonesia (**Indonesian** 36)

Saya bekerja untuk Biro Sensus A.S. Apakah di sini ada yang bisa berbahasa Inggris dan dapat membantu kami? Jika tidak, seseorang yang berbahasa Indonesia mungkin menghubungi Anda.

Italiano (**Italian** 37)

Lavoro per conto dell'Ufficio Censimento degli Stati Uniti. C'è qualcuno qui adesso che parli inglese e possa aiutarci? In caso contrario, qualcuno che parla italiano potrebbe contattarla.

ខ្មែរ (**Khmer** 38)

ខ្ញុំធ្វើការឲ្យការិយាល័យជំរឿនរបស់សហរដ្ឋអាមេរិក តើនៅទីនេះ មាននរណាម្នាក់ ចេះនិយាយភាសាអង់គ្លេស ហើយអាចជួយយើងខ្ញុំបានទេ? បើសិនជាគ្មានទេ នោះនឹងមានគេដែលចេះនិយាយភាសាខ្មែរទាក់ទងទៅលោកអ្នក។

ພາສາລາວ (**Lao** 39)

ຂ້າພະເຈົ້າເຮັດວຽກຢູ່ສຳນັກງານສຳຫຼວດພົນລະເມືອງແຫ່ງສະຫະລັດ. ຕອນນີ້ມີໃຜຢູ່ທີ່ນີ້ທີ່ສາມາດເວົ້າພາສາອັງກິດ ແລະ ຊ່ວຍເຫຼືອພວກເຮົາໄດ້ບໍ? ຖ້າບໍ່ມີ, ຈະມີຄົນທີ່ເວົ້າພາສາລາວໄດ້ຕິດຕໍ່ຫາທ່ານ

Lietuvių (**Lithuanian** 40)

Aš esu iš JAV gyventojų surašymo biuro. Ar čia dabar yra kas nors, kas kalba angliškai ir galėtų man ir jums padėti? Jei ne, su jumis gali susisiekti lietuviškai kalbantis asmuo.

മലയാളം (**Malayalam** 41)

ഞാന് യു.എസ്. സെന്സസ് ബ്യൂറോയില് ജോലി ചെയ്യുന്നു. ഇപ്പോള് ഇംഗ്ലീഷ് ഭാഷ സംസാരിക്കുന്ന, ഞങ്ങളെ സഹായിക്കാന് കഴിയുന്ന ഒരാള് ഇവിടെ ഉണ്ടോ? ഇല്ലെങ്കില്, മലയാളം സംസാരിക്കുന്ന ആരെങ്കിലും നിങ്ങളെ ബന്ധപ്പെട്ടേക്കാം

मराठी (**Marathi** 42)

मी यू.एस. जनगणना कार्यालयासाठी काम करतो. इथे आता कुणी अशी व्यक्ती आहे का जी इंग्रजी बोलते व आम्हाला मदत करू शकेल? नसेल तर, कुणी मराठी बोलणारी व्यक्ती आपल्याशी संपर्क करेल.

Diné (**Navajo** 43)

U.S. Wááshindoondi Diné Nídawółta' Bina'anishgi naashnish. Ła'kǫ́ǫh hóló k'ad Bilagáana bizaad yee yáłti'ígíí dóó nihíká adoolwołígíí? Doodago éí ła' da shíį́ naanidínóotaał Dinék'ehjí yáłti'ígíí.

नेपाली (**Nepali** 44)

म अमेरिकी जनगणना ब्यूरोमा काम गर्छु। अहिले यहाँ अंग्रेजी बोल्न जान्ने र हामीलाई मद्दत गर्नसक्ने कोही मान्छे हुनुहुन्छ? यदि कोही छैन भने, तपाईसँग नेपाली भाषामा कुरा गर्ने कसैले सम्पर्क गर्न सक्दछ।

ਪੰਜਾਬੀ (**Punjabi** 45)

ਮੈਂ ਯੂ.ਐਸ. ਜਨਗਣਨਾ ਬਿਊਰੋ ਲਈ ਕੰਮ ਕਰਦਾ ਹਾਂ। ਕੀ ਇਥੇ ਹੁਣ ਕੋਈ ਅੰਗਰੇਜ਼ੀ ਬੋਲਣ ਅਤੇ ਸਾਡੀ ਮਦਦ ਕਰਨ ਵਾਲਾ ਵਿਅਕਤੀ ਹੈ? ਜੇਕਰ ਨਹੀਂ, ਤਾਂ ਤੁਹਾਡੇ ਨਾਲ ਪੰਜਾਬੀ ਬੋਲਣ ਵਾਲਾ ਵਿਅਕਤੀ ਸੰਪਰਕ ਕਰੇਗਾ।

Română (**Romanian** 46)

Lucrez pentru Biroul pentru recensământ al SUA. Aveți pe cineva lângă dumneavoastră care vorbește limba engleză și ne poate ajuta? Dacă nu aveți pe nimeni, este posibil să fiți contactat(ă) de o altă persoană care vorbește limba română.

Српски / Srpski (**Serbian** 47)

Ја радим за Амерички биро за попис становништва. Да ли овде има некога ко говори енглески и може да нам помогне? Ако нема, постоји могућност да са Вама контактира особа која говори српски језик.

Ja radim za Američki biro za popis stanovništva. Da li ovde ima nekoga ko govori engleski i može da nam pomogne? Ako nema, postoji mogućnost da sa Vama kontaktira osoba koja govori srpski jezik.

සිංහල (**Sinhala** 48)

මම එක්සත් ජනපද සංගණන කාර්යාංශයේ සේවය කරමි. මෙහි සිටින ඉංග්‍රීසි බස කථා කරන කෙනෙක්ට අපට උදව් කළ හැකිද? එසේ නොමැති නම් සිංහල බස කථා කරන කෙනෙක් ඔබව සම්බන්ධ කරගනු ඇත.

Slovenčina (**Slovak** 49)

Pracujem pre Úrad pre sčítanie obyvateľstva USA. Je tu teraz niekto, kto hovorí po anglicky a môže nám pomôcť? Ak nie, možno Vás bude kontaktovať niekto, kto hovorí po slovensky.

Soomaali (**Somali** 50)

Waxaan u shaqeeyaa Xafiiska Tirakoobka Mareykanka. Hadda ma joogaa qof ku hadla af Ingiriis oo na caawin kara? Haddii uusan joogin, waxaa laga yaabaa inuu idin la soo xiriiro qof ku hadla af Soomaali.

Kiswahili (**Swahili** 51)

Ninafanya kazi na Shirika la Sensa ya Marekani. Je, kuna mtu hapa ambaye anazungumza Kiingereza na anaweza kutusaidia? Ikiwa hamna, mtu anaweza kuwasiliana nawe anayezungumza Kiswahili.

தமிழ் (**Tamil** 52)

நான் அமெரிக்க மக்கள்தொகைக் கணக்கெடுப்பு பணியகத்தில் வேலை செய்கிறேன். இங்கே இப்போது யாராவது ஆங்கிலம் பேசுபவர் இருக்கிறாரா மேலும் அவரால் நமக்கு உதவி செய்ய முடியுமா? இல்லையென்றால் யாராவது தமிழ் பேசும் ஒருவர் உங்களைத் தொடர்புகொள்ளலாம்.

తెలుగు (**Telugu** 53)

నేను యు.ఎస్. జనాబా గణన బ్యూరో కోసం పని చేస్తున్నాను. నాకు సహాయం చెయ్యడానికి ఆంగ్లంలో మాట్లాడేవారు ఎవరైనా ప్రస్తుతం ఇక్కడ ఉన్నారా? లేకపోతే, తెలుగు మాట్లాడే వారు మిమ్మల్ని సంప్రదిస్తారు.

ไทย (**Thai** 54)

ฉันทำงานให้กับสำนักงานสำมะโนสหรัฐฯ ตอนนี้ที่นี่มีใครที่พูดภาษาอังกฤษได้และสามารถช่วยเราแปลได้หรือไม่ หากไม่มี อาจมีคนที่พูดภาษาไทยได้ติดต่อกับคุณในภายหลัง

ትግርኛ (**Tigrinya** 55)

ዩናይትድ ስቴትስ ቆፀራ ህዝቢ ቢሮ እየ ዝሰርሕ። ኣብዚ ሕዚ ቋንቋ እንግሊዝ ዝፈልጥን ክሕግዘና ዝኽእልን ሰብ ኣሎዶ? ተዘየለ ካሊእ ትግርኛ ዝፈልጥ ከዛርበኩም ይኽእል እዩ።

Türkçe (**Turkish** 56)

A.B.D. Nüfus Sayım Bürosu'ndanım. Burada İngilizce konuşan ve bize yardımcı olabilecek birisi var mı? Yoksa, Türkçe konuşan biri sizinle irtibata geçebilir.

Twi (**Twi** 57)

Me ne U.S. Nnipakan Asoeɛ a wɔyɛ nnipakan ne nhwehwɛmu adwuma na ɛyɛ adwuma. Obi a ɔka Brɔfo kasa a ɔbɛtumi aboa yɛn wɔ ha seesei anaa? Sɛ obiara nni ha saa a, yɛbɛma obi a ɔka Twi ne mo abɛkasa.

Українська (**Ukrainian** 58)

Я представляю Бюро перепису населення США. Поряд із Вами є будь-яка особа, що розмовляє англійською мовою та зможе нам допомогти? Якщо ні, можливо, до Вас звернеться наш представник, що розмовляє українською мовою.

اردو (**Urdu** 59)

میں امریکی مردم شماری بیورو کے لئے کام کرتا ہوں. کیا ابھی یہاں کوئی ایسا شخص ہے جو انگریزی بول سکتا ہو اور ہماری مدد کر سکتا ہو؟ اگر نہیں، تو کوئی شخص آپ سے رابطہ کرے گا جو اردو میں بات کرے گا.

ייִדיש (**Yiddish** 60)

איך אַרבעט פֿאַר דעם צענזוס ביוראָ פֿון די פֿאַראייניקטע שטאַטן. איז עמעצער איצט דאָ אין דער היים וואָס רעדט ענגליש און קען אונדז העלפֿן? אויב נישט, וועט עמעצער וואָס רעדט ייִדיש אײַך אפֿשר קאָנטאַקטירן.

Yorùbá (**Yoruba** 61)

Mo nbá Ilé-iṣẹ́ Ìkànìyàn Ilẹ̀ Amẹ́ríkà ṣiṣẹ́. Njẹ́ ẹnìkan wà níbí yìí nísisìyí tí ó nsọ Èdè Gẹ̀ẹ́sì tí ó sì lè ràn wá lọ́wọ́? Bí bẹ́ẹ̀kọ́, ẹnìkan lè kàn sí ọ tí ó nsọ èdè Yorùbá.

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TRANSLATORS RESOURCE LIST

Translators do not have to be on the Translators Resource List to be acceptable, but they must be a community or government agency, attorney, college, university, or *translation-related* business. Translators are **not** certified by the Michigan Department of State. When providing acceptable translated documents to the Michigan Department of State the translation must:

- O Be on the letterhead stationery of the agency that employs the translator and include the address of the agency. The letterhead on which the translation appears must also be translated if it is in a foreign language.
- O Include the legibly printed name and signature of the person who prepared the translation
- O Include a daytime telephone number where the translator may be reached
- O Include the date the translation was prepared.

Translations do not need to be notarized. A translation does not have to be prepared by an agency in Michigan or the United States. Translations prepared in other countries are acceptable if they meet Michigan Department of State requirements.

The agencies listed below may charge a fee for translating documents. Please inform your customer to ask the agency about any fees they may be expected to pay.

Note: An organization or individual not on this list may provide translations if they meet the requirements listed above.

The agencies and information on this list are subject to change without notice. Please check the yellow pages of your local telephone directory under "Translations" or "Translators" for other resources that may be available in your area. Translation services may also be available from local community agencies, colleges, universities, attorneys, and government agencies.

AGENCY	LOCATION	TELEPHONE NUMBER	LANGUAGES
7C Lingo	Lansing	(517) 337-2700	Arabic, Chinese, Dutch, French, German, Japanese, Korean, Portuguese, Somali, Spanish, Urdu
AA Translations	Ann Arbor	(734) 665-7295	Any language
Access International Language Institute	Ann Arbor	(734) 994-1456	Any language
A-Chau Translation Services	Wyoming	(616) 452-4000	Vietnamese
Acumen Capital	Hamtramck	(313) 873-9433	Any language
Acumen Capital Associates, Inc.	Detroit	(313) 506-2339	Any language
Aguilar Notary Public and Translator	Capac	(810) 531-5759	Spanish
ALB Translations		(313) 882-5642	Albanian
Alma College	Alma	(989) 463-7210	French, German, Spanish
Amigos en Accion	Eau Claire	(269) 461-4181	Spanish
Amine Translation Services, LLC	Clinton Twp.	(586) 792-3884	Arabic
Andrews University	Berrien Springs	(269) 471-3181	French, German, Spanish
Annaseeha Consultants	Detroit	(313) 923-2905	Arabic, Somali

AGENCY	LOCATION	TELEPHONE NUMBER	LANGUAGES
Atlantic Translations	Dearborn	(313) 520-3030	Albanian, French, German, Greek, Italian, Macedonian, Romanian, Spanish, Turkish
Baghdad Translations	Highland Park	(313) 892-4620	Arabic
Brazilian Portuguese Language Services	Whitmore Lake	(810) 231-6596	Portuguese
Bromberg and Associates	Southfield	(313) 871-0080	Any language
Catholic Charities of Lenawee	Adrian	(517) 263-4681	Spanish
Catholic Services of Macomb	Macomb	(586) 336-6737	Spanish
Catholic Social Services of Oakland	Pontiac	(248) 338-4250	Spanish
Coin a Phrase Language Services	Livonia	(734) 968-8264	French
Cristo Rey Community Center	Lansing	(517) 372-4700	Spanish
Delta College	University Center	(989) 686-9000	French, German, Spanish
Diocese of Saginaw Hispanic Ministries	Saginaw	(989)797-6646	Spanish
Eastern Michigan University	Ypsilanti	(734) 487-0130	French, German, Japanese, Spanish
Executive Language Service	Bloomfield Hills	(248) 562-6025	Any language
Executive Language Services, Inc.	Southfield	(248) 357-0625	Any language
Expert Language Services Inc.	Rochester Hills	(248) 375-2046	Any language
Ferris State University	Big Rapids	(231) 591-3988	French, German, Spanish
Forefront Corporation	Ann Arbor	(248) 705-2605	Dutch, French, German
Global Reach Languages Inc.	Jenison	(616) 485-0088	Any language
Grand Valley State University	Grand Rapids	(616) 331-3203	Chinese, French
Hillsdale College	Hillsdale	(517) 437-7341	French, German, Spanish
Hispanic American Council	Kalamazoo	(269) 385-6279	Spanish
Hispanic Center of Western Michigan	Grand Rapids	(616) 742-0200	Spanish
Hispanic Services	Imlay City	(810) 724-3665	Spanish
Hispanic Technology Community Center	Flint	(810) 424-3760	Spanish
Interactive Designs for Translation & Instruction	East Lansing	(517) 575-8878 (517) 337-4486	Chinese
International Translating Bureau	Southfield	(248) 213-8099	Any language
International Translating Bureau	Southfield	(248) 559-1677	Any language
International Translation Services	Dearborn	(313) 563-7850	Bosnian (Serbo-Croatian), Croatian, Macedonian, Serbian

AGENCY	LOCATION	TELEPHONE NUMBER	LANGUAGES
International Translations & Services	Sterling Heights	(586) 202-0512 (586) 726-7564	Albanian, Italian, Polish, Russian, Spanish
Interpress, Inc.	Harper Woods	(313) 365-4547	Albanian, Arabic, Bosnian,(Serbo-Croatian, Chinese, Czech, French, German, Hindi, Italian, Japanese, Macedonian, Polish, Portuguese, Romanian, Russian, Spanish, Vietnamese
Kalamazoo Valley Community College	Kalamazoo	(269) 488-4236	French, Spanish
Kan Group	Detroit	(313) 566-0546	Any language
La Amistad Unida	Saginaw	(989) 529-2272	Spanish
Lake Superior State University	Lake Superior	(616) 895-3203	Arabic, Chinese, French, German, Italian, Polish, Russian, Spanish
Language Center International	Southfield	(248) 355-5506	Any language
Language Services	Petoskey	(231) 439-5181	Spanish
Languages International	Grand Rapids	(616) 285-0005	Any language
LaOficina	Detroit	(313) 554-0060	Arabic, French, German, Portuguese, Spanish
Latin Americans United for Progress, Inc.	Holland	(616) 392-5058	Spanish
Lingua Science	Ann Arbor	(734) 930-1553	Japanese
Lutheran Social Services of MI	Detroit	(248) 423-2790	Albian, Arabic, Bosnian (Serbo-Croatian), Chaldean, French, Romanian, Spanish, Vietnamese
Lutheran Social Services of Michigan	Southfield	(248) 423-2790	Albanian, Arabic, Bosnian (Serbo-Croatian), Chaldean, French, Romanian, Spanish, Vietnamese
Michigan State University	East Lansing	(517) 353-0740 (517) 353-8351 (517) 355-8350	Arabic, Chinese, German, Japanese, Russian, Swahili, French, Greek, Italian, Portuguese, Spanish
Monroe Community College	Monroe	(734) 384-4153	French, German
Monroe Community College	Monroe	(734) 384-4153	French, German
MRG Translations	Holland	(616) 392-5358	Spanish

AGENCY	LOCATION	TELEPHONE NUMBER	LANGUAGES
Multilingual Services	Walled Lake	(248) 722-1471 (248) 960-0488	Russian, Ukrainian
Northern Michigan University	Marquette	(906) 227-1000	Finnish, French, German, Hebrew, Italian, Japanese, Portuguese, Russian, Spanish
Nusair Service	Detroit	(313) 922-6000	Arabic
Olas Translations	Ann Arbor	(734) 213-5396	Spanish
Ole Servicios Latino Americanos Translation	Ypsilanti	(734) 528-1212	Arabic, French, Italian, Portuguese, Spanish, Swahili, Turkish
OmniCom International	Kalamazoo	(269) 323-8887	Czech, French, German, Hungarian, Polish, Slovak, Spanish
Professional Advancement Enterprises	Grand Rapids	(616) 956-9443	Any language
Professional Translation & Interpretation	Kalamazoo	(269) 324-4303	Spanish
Pro-Tax & Notary - Translation Services	Holland	(616) 392-7603	Spanish
Rainbow Visa and Passport Services	Dearborn	(313) 582-3322	Arabic, Chaldean, French
Rashmawi Translation Services	Flint	(810) 732-5955	Arabic
Rojas Translating Services	Coldwater	(517) 278-4038	Spanish
Sanchez Income Tax & Translation	Grand Rapids	(616) 248-3688	Spanish
Servicios Diversos, LLC	Ann Arbor	(734) 973-9824	French, German, Italian, Portuguese, Russian, Spanish, Thai
Sign Language Communications	Traverse City	(231) 943-4378	Sign Language
Sign Language Service of MI	Clinton	(586) 741-8140	Sign language/Any language
Sound Post	Grand Rapids	(616) 940-8686	Any language
St. Clair County Community College	Port Huron	(810) 989-5578	French, German, Spanish
St. Clement of Rome Catholic Church	Romeo	(586) 752-9611	Spanish
Suzuki Myers & Associates	Novi	(248) 344-0909	Japanese
Tech World Language Service Inc.	Troy	(248) 288-5900	Any language
Translation Consultants	Brownstown	(734) 783-0633	Romanian
Translation International, Inc.	Warren	(586) 201-0502	Hungarian, Romanian
Trans-Type International	Midland	(989) 631-2424	Arabic, Chinese, French, German, Italian, Korean, Spanish
Trident Trade Group	Warren	(586) 759-6563	Russian, Ukrainian

AGENCY	LOCATION	TELEPHONE NUMBER	LANGUAGES
Ukrainian Cultural Center	Warren	(586) 757-8130	Russian, Ukrainian
University Translators Services LLC	Ann Arbor	(734) 665-7295	Any language
Verbum Translations	Troy	(248) 224-8600	French, German, Japanese, Romanian, Spanish
Vital International Programs	Sterling Heights	(305) 371-7887	Any language
Voices Around the World	Royal Oak	(248) 288-6440	Albanian, Arabic, Bosnian (Serbo-Croatian), Chinese, French, German, Japanese, Macedonian, Polish, Portuguese, Russian, Spanish
Voices for Health	Grand Rapids	(616) 233-6505	Any language
Washtenaw Community College	Ann Arbor	(734) 973-3300	French, German, Spanish
Wayne County Community College	Detroit	(313) 943-4000	Arabic, Spanish
Wayne County Community College	Wayne	(313) 943-4000	Arabic, Ukrainian
Weller Language Services	Holland	(616) 396-2201	Spanish
World of Immigration, Passport, Visas and Translation Services	Dearborn Heights	(313) 406-5747	Any language

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Human Resources Department

DATE: May 16, 2024

TO: Jana Ecker, City Manager

FROM: Christina Woods, HR Manager

SUBJECT: 2024-2025 Compensation Recommendations for Department Heads and Administrative/Management Employees

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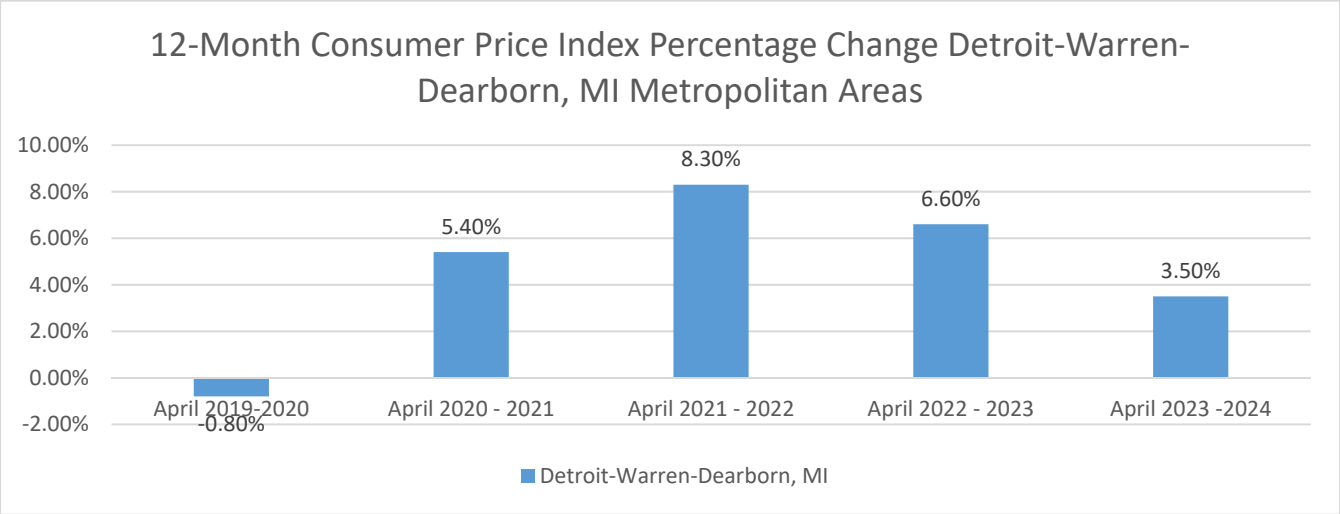
INTRODUCTION:
Current Administrative/Management employees consist of 12 City department heads, and approximately 28 other full-time professional employees who are not represented by any labor organization. Collective Bargaining Units negotiate for yearly rate increases during the negotiation process, however for non-organized employees the request for rate increases is brought to the Commission annually for review and approval.

BACKGROUND:
Unlike employees in collective bargaining agreements, individual administrative and management staff do not receive automatic step increases in pay. Increases for this group are determined through annual evaluations which include performance review and goal setting. The scoring guidelines adjust pay commensurate to the positive or negative performance of the individual. Past increases are as follows:

	2021	**2022**	**2023**	**2024**
AFSCME	1.5%	1.5%	4.5%	3.5%
BCOA	2.5%	3.5%	3.5%	3.5%
BPOA	1.5%	4.5%	3.5%	3.5%
BFFA	1.5%	1.5%	1.5%	3.5%
Teamsters	2.0%	2.0%	2.0%	Under Negotiation
Non-Org/ Administrative	2.5%	4.5%	3.5%	

Salary Ranges

According to the Bureau of Labor Statistics, the Consumer Price Index (CPI) has indicated a rise in local consumer prices. The graphic below illustrates the consumer price increases specific to the Detroit-Warren-Dearborn area, and shows the change in purchasing power to our employees resulting in an **inflation increase of 3.5%** averaged over the past 12 months. To answer to these rising costs to our employees, as well as talent acquisition and retention goals, a market adjustment is needed.



Source Data: U.S. Bureau of Labor Statistics
https://www.bls.gov/regions/midwest/news-release/consumerpriceindex_detroit.htm#ro5cpi-detroit-table1

For Fiscal Year 2024-25, and effective July 1, 2024, HR recommends a 2.5% market adjustment to the salary range for Department Heads and Administrative/Management classifications, as well as for administrative part-time employees not covered by a labor organization.

Merit Based Performance Increase Program

In addition to the salary range adjustment, the Commission has approved a merit based increase based on a review of an employee's performance. The total salary adjustment may not exceed the salary range maximum.

This program is divided into three groups, subject to performance evaluation results and salary ranges:

1) Employees at their maximum pay rate are eligible for a one-time performance increment of up to 2.5%.
2) Employees at or above the 75th percentile of their range are eligible for an increase of up to 3%.
3) Employees below the 75th percentile of their range, eligible for up to a 6.5% increase.

Rating Scales for Non-Organized Department Heads, Management, and Administrative Employees

Rating Scale for below 75% of pay range	
Performance Score	Merit Increase
4.50 – 5.00	6.5%
4.00 – 4.49	4.5%
3.50 – 3.99	2.5%
3.25 – 3.49	1.5%
3.00 – 3.24	0.0%
2.75 – 2.99	-1.5%
2.50 – 2.74	-2.5%
2.00 – 2.49	-3.5%

Rating Scale for at or above 75% of pay range*	
Performance Score	Merit Increase
4.50 – 5.00	3.0%
4.00 - 4.49	2.0%
3.50 – 3.99	1.0%
3.00 – 3.49	0.0%
2.50 – 2.99	-1.5%
2.00 – 2.49	-2.5%

**Employees at maximum pay rate are eligible for a one-time performance increment, up to 2.5%*

Scoring Rubric

4.50 – 5.00	Outstanding	Employees at this level demonstrate outstanding job mastery, exceeding expectations in quality, timeliness, technical skills, creativity, and initiative. Their contributions to the organization are marked by excellence.
4.00 – 4.49	Very Satisfactory	Performance exceeded expectation for the position. All goals, objectives and targets were achieved above the established standards.
3.50 – 3.99	Satisfactory	Performance met expectations in terms of quality of work, efficiency and timeliness. Most critical annual goals were met.
3.25 – 3.49		
3.00 – 3.24		
2.75 – 2.99	Unsatisfactory	Performance failed to meet expectations and/or one or more of the most critical goals were not met.
2.50 – 2.74		
2.00 – 2.49		

LEGAL REVIEW:
The City Attorney has no objection to the suggested Commission action.

FISCAL IMPACT:
For FY 2024-25, the recommended increase to the salary ranges of 2.5% for the Department Heads and Administrative/Management group represents an estimated cost of $224,000 including fringe benefits. The merit based performance increase program is estimated to cost an additional $150,187 including fringe benefits.

PUBLIC COMMUNICATIONS:
N/A

ATTACHMENTS:

- Pay Grades for Department Head and Administrative employees

SUMMARY:
The Human Resources Department recommends approval of the Department Head and Administrative/Management compensation program as presented and included in the attachments to this report.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to increase the Administrative Management and Non Organized pay ranges and wages of current Administrative, Management and Non-Organized personnel by 2.5% effective July 1, 2024.

And, authorize the City Manager and Human Resources to perform performance evaluations on Administrative, Management and Non-Organized personnel for the purpose of performance adjustments.

Further, to authorize the budget amendments from the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.

SALARY GRADE TABLE A

Department Heads

SALARY GRADE	POSITION	STATUS
5	City Engineer	Exempt
	Finance Director / Treasurer	Exempt
	Fire Chief	Exempt
	Assistant City Manager	Exempt
	Police Chief	Exempt
	Public Services Director	Exempt
4	Planning Director	Exempt
	Director of IT	Exempt
	Communications Director	Exempt
	Principal Shopping District Director	Exempt
3	Building Official	Exempt
	Clerk	Exempt
2		
1	Museum Director	Exempt

SALARY RATE TABLE A

Department Heads
Effective: July 1, 2024 2.50%

Pay Grade	Minimum	25th Percentile	Midpoint	75th Percentile	Maximum	Range
1	77,259.86	82,655.91	88,051.96	93,448.01	98,844.06	21,584.20
2	83,181.94	88,995.03	94,808.12	100,621.21	106,434.30	23,252.36
3	89,545.21	95,820.37	102,095.53	108,370.69	114,645.85	25,100.64
4	98,844.06	105,697.14	112,550.22	119,403.29	126,256.37	27,412.30
5	106,434.30	113,862.68	121,291.06	128,719.44	136,147.82	29,713.52

SALARY GRADE TABLE B

Administrative, Professional & Management Employees

SALARY GRADE	POSITION	STATUS
11	Parking System Manager	Exempt
	Assistant Fire Chief	Exempt
	Fire Marshal	Exempt
10	Assistant Director, Engineering	Exempt
	Assistant Director Finance	Exempt
9	Human Resources Manager	Exempt
	Senior City Planner	Exempt
	Public Services Manager	Exempt
	Parks & Recreation Manager	Exempt
8		
7	City Planner	Non-Exempt
	Senior Accountant	Non-Exempt
	Construction Engineer	Non-Exempt
	Parks & Forestry Foreman	Exempt
	Garage Foreman	Exempt
	Streets, Sewer & Water Foreman	Exempt
6	Golf Operations Manager	Exempt
	Deputy Treasurer	Non-Exempt
	Maintenance Superintendent	Non-Exempt
	Parking Maintenance Manager	Exempt
	Parking Operations Manager	Exempt
	Ice Arena and Facilities Superintendent	Exempt
5	Accountant	Non-Exempt
	Accounting Administrator	Non-Exempt
	Grounds Superintendent	Non-Exempt
	HR Generalist	Non-Exempt
	IT Technician	Non-Exempt
4	Deputy Clerk	Non-Exempt
	Code Enforcement Officer Coordinator	Non-Exempt
3		
2	Parking Administrative Assistant	Non-Exempt
1	Planning and Engineering Administrative Assistant	Non-Exempt
	Parking Maintenance	Non-Exempt
	Parking Lead Attendant	Non-Exempt

SALARY RATE TABLE B

Administrative, Professional & Management Employees
Effective: July 1, 2024 2.5%

Salary						
Pay Grade	**Minimum**	**25th Percentile**	**Midpoint**	**75th Percentile**	**Maximum**	**Range**
1	46,478.28	48,831.39	51,629.27	54,427.15	57,225.03	10,746.75
2	49,579.97	53,040.28	56,500.60	59,960.91	63,421.22	13,841.25
3	53,394.02	57,133.01	60,872.00	64,610.99	68,349.98	14,955.96
4	57,467.81	61,492.99	65,518.16	69,543.34	73,568.51	16,100.70
5	61,867.93	66,198.87	70,529.81	74,860.74	79,191.68	17,323.75
6	66,675.30	71,315.26	75,955.23	80,595.19	85,235.15	18,559.86
7	71,778.96	76,785.06	81,791.16	86,797.26	91,803.35	20,024.39
8	77,259.86	82,655.91	88,051.96	93,448.01	98,844.06	21,584.20
9	83,181.94	88,995.03	94,808.12	100,621.21	106,434.30	23,252.36
10	89,545.21	95,820.37	102,095.53	108,370.69	114,645.85	25,100.64
11	94,021.03	100,610.77	107,200.50	113,790.24	117,443.87	23,422.84

Hourly						
Pay Grade	**Minimum**	**25th Percentile**	**Midpoint**	**75th Percentile**	**Maximum**	**Range**
1	22.35	23.48	24.82	26.17	27.51	5.17
2	23.84	25.50	27.16	28.83	30.49	6.65
3	25.67	27.47	29.27	31.06	32.86	7.19
4	27.63	29.56	31.50	33.43	35.37	7.74
5	29.74	31.83	33.91	35.99	38.07	8.33
6	32.06	34.29	36.52	38.75	40.98	8.92
7	34.51	36.92	39.32	41.73	44.14	9.63
8	37.14	39.74	42.33	44.93	47.52	10.38
9	39.99	42.79	45.58	48.38	51.17	11.18
10	43.05	46.07	49.08	52.10	55.12	12.07
11	45.20	48.37	51.54	54.71	56.46	11.26

BIRMINGHAM
A WALKABLE CITY

CITY MANAGER'S REPORT

May 2024

Baldwin Public Library

Holiday Closures

The library will be closed for Memorial Day weekend from Saturday, May 25 through Monday, May 27. It will reopen on Tuesday, May 28 at 9 a.m.

The library will also be closed on Wednesday, June 19 in observance of the Juneteenth holiday.

Library Board

The Library Board will meet on Monday, May 20 at 7:30 p.m. for its regular meeting. The board will be voting to withdraw interest earnings in the amount of $58,897.97 from the Trust's Endowment Funds at the meeting. These funds will be used to pay for programs and services at the library.

Phase 3 Construction Project

The Phase 3 addition and renovation is nearly complete and the library should reopen in early June. Tile installation of the main staircase is progressing well and most punch list items have been completed. The materials handling machine has been installed and is fully operational in its new location adjacent to the new front door. For the time being, visitors are welcome to enjoy our new outdoor terrace at the corner of Bates and Merrill streets. We invite you to mark your calendars for our fall open house and ribbon-cutting ceremony on Sunday, September 15, 2024, from 1 p.m. to 3 p.m. For further details about the project, please visit www.baldwinlib.org/renovation.

Library Tours and Outreach
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 Claudia Ireland room on Monday, June 24, at 6 p.m.

Library staff have been busy conducting local history tours for Birmingham Public School second graders and visiting most K-12 students in the district to talk about the upcoming Summer Reading Program, which begins on June 7.

Newsletter Mailed to Homes
Baldwin's quarterly Learn.Connect.Discover newsletter has been mailed to all homes in Birmingham and includes information about upcoming programs this summer. Register for these upcoming programs and more at baldwinlib.org/calendar.

Michigan Library Association Thinkspace Conference
Rebekah Craft will be attending the final session of the Thinkspace Conference for Michigan Library Directors on May 23-24 on Mackinac Island. The theme of the conference is future-ready libraries and topics covered include artificial intelligence, deconstructing barriers to access, building future focused spaces, fostering resilient workplaces, and questioning the why behind library policies.

Upcoming Events of Interest

Baldwin Boosters Orientation: Ages 11 to 14
Tuesday, June 4, 7 p.m. – 8 p.m.

Find out how you can earn community service hours by joining our Summer Reading Youth Volunteers. Applications are now available and due by Sunday, June 9. Head to www.baldwinlib.org/youth for the application. Registration required.

Summer Reading Kickoff!
Friday, June 9 — 3 p.m. to 5 p.m.

Adventure Awaits at Baldwin's Summer Reading kickoff on June 7 from 3-5 p.m. Spin the prize wheel, visit the ice cream truck (while supplies last) and more. Sign up and track your progress at baldwinlib.beanstack.org. Summer Reading runs from June 7 to August 2. For more information, visit www.baldwinlib.org/summer-reading/.

Friends of the BPL Used Book & Media Sale
Saturday, June 22, 10 a.m. – 4 p.m.

Shop tons of great gently used inventory on the lower level of the library.

Learn more about these events and other programs at baldwinlib.org/calendar.

The Birmingham Museum

This month, the museum is hosting approximately 500 2nd grade students from Birmingham on their annual local history field trip. The program is specially designed to reflect curriculum standards, with a student-centered inquiry-based approach. Small groups of students tour each room of the Hunter House and museum staff interact with each group to encourage critical thinking and comparisons of the past with the present. This approach was developed to accommodate students' needs and learning styles that

have emerged as effective in post-pandemic programming for younger children. Teachers, parents, and especially students have responded very positively to this experiential form of learning, which improves student engagement and makes the most of their field trip outing.

Birmingham Shopping District

Executive Director Update

The Birmingham Shopping District (BSD) Board of Directors announced the appointment of our new Executive Director, Erika Bassett, at the May 2, 2024 board meeting.

Bassett brings over 20 years of experience in Marketing and Business Administration, and has served as the Marketing and Public Relations Specialist for the BSD and City of Birmingham since October 2020. Bassett has experience in administration, public relations, downtown marketing and advertising, and business attraction and retention, all of which will help her serve the Birmingham Shopping District.

Marketing and Special Events

The Birmingham Farmers Market is now open at 660 North Old Woodward Avenue, from 9 a.m. – 2 p.m. every Sunday through October 27.

The outdoor Movie Night series kicks off on Friday, June 7 at 6:30 p.m. and will continue on select Fridays throughout the summer in Booth Park. More information and events can be found at ALLINBirmingham.com/events.

Several marketing initiatives are currently underway including the development of a spring fashion campaign and promotional video series highlighting the various business sectors and general downtown environment.

Building Department

Board of Zoning Appeals

There was one case on the agenda for the April 16, 2024 Zoning Board of Appeals regular meeting:

1. 2694 Dorchester: The property owner requested a variance from the minimum distance between their proposed house and the neighbor's house on the west side to construct a new house with an attached garage. The request was approved and variance granted by a 6/0 vote.

Mariah Trovato

Mariah passed the International Code Council (ICC) Permit Technician Exam on May 10, 2024. This achievement demonstrates Mariah's excellent knowledge of the laws pertaining to various permitting processes, increases her creditability, and helps substantiate the professionalism of the Building Department and the City. This achievement is impressive since Mariah began working in the department just six months ago! Congratulations, Mariah!

Online Permit Applications

In the month of April, we processed 380 permits online bringing this year's total permits processed electronically to 1,451.

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

Calling All Election Inspectors!

The City Clerk's Office is taking applications for election inspectors for the August 6, 2024 State Primary Election and the November 5, 2024 General Election. Individuals must be at least 16 years of age and a registered Michigan voter if over the age of 18.

Becoming an election inspector is a valuable opportunity to actively support our democratic process. As an election inspector, you play an essential role in ensuring fair and transparent elections, while safeguarding the rights of your fellow citizens. With training and experience, election inspectors build a deeper understanding of the election process and all of the safety and security measures in place to ensure that elections continue to be conducted with accuracy and efficiency in a safe manner.

In June, the Clerk's Office will reach out to inspectors who have served in previous elections. Training and placement notifications for the August election will take place throughout the month of July. Visit bhamgov.org/vote for more information.

Absentee Ballots

August 6, 2024 - State Primary Election

The initial mailing of absentee ballots is tentatively scheduled for the last week of June.

November 5, 2024 - General Election

The initial mailing of absentee ballots is tentatively scheduled for the last week of September.

Voters with an absentee ballot can:

1. Return your ballot by mail or drop box
   *Keep in mind the spoiling ballot deadlines listed below
2. Vote your absentee ballot at one of your Early Voting sites (NEW with Prop 22-2)
3. Vote your absentee ballot at your precinct on Election Day (NEW with Prop 22-2)

Absentee ballots will be issued as requests are received up until the absentee ballot issuing deadlines.

Early Voting Dates for August and November 2024

Day	August 6, 2024 Election	November 5, 2024 Election	Time
Saturday	7/27	10/26	8:30 a.m. to 4:30 p.m.
Sunday	7/28	10/27	8:30 a.m. to 4:30 p.m.
Monday	7/29	10/28	8:30 a.m. to 4:30 p.m.
Tuesday	7/30	10/29	8:30 a.m. to 4:30 p.m.
Wednesday	7/31	10/30	8:30 a.m. to 4:30 p.m.
Thursday	8/1	10/31	12:00 p.m. to 8:00 p.m.
Friday	8/2	11/1	8:30 a.m. to 4:30 p.m.
Saturday	8/3	11/2	8:30 a.m. to 4:30 p.m.
Sunday	8/4	11/3	8:30 a.m. to 4:30 p.m.

Early Voting Locations:

- Waterford Oaks Activities Center, 2800 Watkins Lake Road, Waterford, MI 48328
- Bloomfield Township Public Library, 1099 Lone Pine Rd. Bloomfield Township, MI 48302

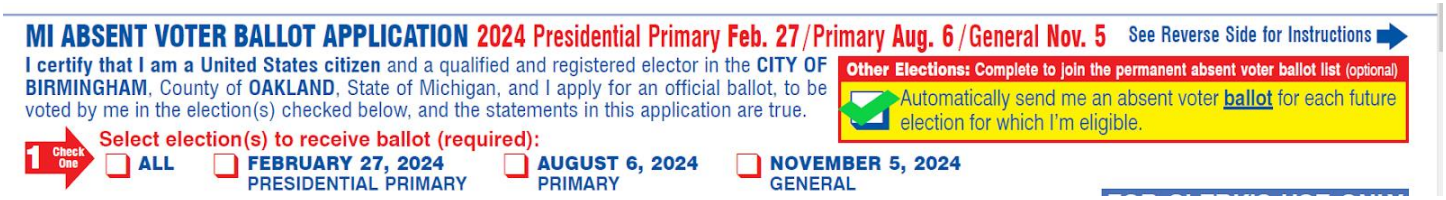
Early voting is a component of proposal 2022-2 and includes a Constitutional right to no less than 9 days of early voting in each Statewide and Federal election (even year election) for no less than 8 hours per day. Early voting will look and feel just like voting on election day.

For more information on early voting visit bhamgov.org/vote.

August 6, 2024 State Primary	Important Election Deadlines	November 5, 2024 General Election
Tuesday, July 23, 2024 thru Election Day	Same-day voter registration with your local clerk, proof of residency required	Tuesday, October 22, 2024 thru Election Day
Friday, July 26, 2024	**5:00 p.m. Deadline to spoil an absentee ballot that was already submitted to the Clerk**	Friday, October 25, 2024
Saturday, July 25, 2024 thru Sunday, August 4, 2024	Early Voting	Saturday, October 26, 2024 thru Sunday, November 3, 2024
Friday, August 2, 2024	5:00 p.m. deadline for the clerk to send absentee ballots by first class mail	Friday, November 1, 2024
Monday, August 5, 2024	4:00 p.m. deadline for voters to spoil their absentee ballot that was lost or destroyed in-person at the Clerk's Office	Monday, November 4, 2024
Tuesday, August 6, 2024	8:00 p.m. deadline for absentee ballots to be delivered to the clerk for tabulation	Tuesday, November 5, 2024
Friday, August 9, 2024	5:00 p.m. deadline for a voter to cure a signature on an AV ballot return envelope that was otherwise a valid ballot to be tabulated	Friday, November 8, 2024
Monday, August 12, 2024	Deadline to receive and count a ballot submitted by an Overseas Voter postmarked on or before Election Day	Monday, November 11, 2024

Becoming a Permanent Ballot Voter

Since the passage of Proposal 2022-2, clerks now maintain a Permanent Ballot List. Birmingham voters began opting into the Permanent Ballot List by checking a box on their November 7, 2023 absentee ballot application. This box is also available on the 2024 absentee ballot applications, pictured below.


MI ABSENT VOTER BALLOT APPLICATION 2024 Presidential Primary Feb. 27 / Primary Aug. 6 / General Nov. 5 See Reverse Side for Instructions

I certify that I am a United States citizen and a qualified and registered elector in the CITY OF BIRMINGHAM, County of OAKLAND, State of Michigan, and I apply for an official ballot, to be voted by me in the election(s) checked below, and the statements in this application are true.

Other Elections: Complete to join the permanent absent voter ballot list (optional)

Automatically send me an absent voter ballot for each future election for which I'm eligible.

1 Check One Select election(s) to receive ballot (required):

ALL FEBRUARY 27, 2024 PRESIDENTIAL PRIMARY AUGUST 6, 2024 PRIMARY NOVEMBER 5, 2024 GENERAL

Voters can opt in or out of the Permanent Ballot List at any time by sending a written request to the City Clerk's Office.

Voters on the Permanent Ballot List should make sure they keep current contact information on file with the City Clerk's Office including mailing address (especially for those who travel outside of Birmingham during times that ballots are being mailed) as well as phone and email contacts. Ballots are not allowed to be forwarded so the Clerk's Office will be contacting all voters whose absentee ballots bounced back to the Clerk's Office in the mail.

No Postage Necessary!
Absentee ballot applications and absentee ballot return envelopes for the entire State of Michigan are equipped with a business reply mail permit that will cover the cost of postage for any ballot or application mailed within the United States.

Return Envelopes - What to look out for
Outgoing absentee ballots (to the voter) are blue. All absentee ballot return envelopes (coming back to the Clerk) will be purple.

Greenwood Cemetery Advisory Board (GCAB)
The next meeting for the GCAB is scheduled for September 6, 2024. View Greenwood Cemetery Advisory Board agendas and minutes at www.bhamgov.org/GCAB.

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

Board of Ethics
The next Board of Ethics meeting is yet to be determined. View the Ethics Board agendas and minutes at 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.

Board	**Openings**	**Application due by noon Wednesday before the intended interview date**
Ad Hoc Senior Recreation Center	1 non-voting student	Until Filled
Advisory Parking Committee	1 Regular member (retail) term ending 9/1/2026 1 Alternate member term ending 9/1/2026	Until Filled
Architectural Review Committee	1 Regular member term ending 4/11/2025	Until Filled
Birmingham Area Cable Board	1 Regular Birmingham resident, term ending 3/30/27 1 Alternate Birmingham resident, term ending 3/30/26 1 Alternate Birmingham resident, term ending 3/30/25	Until Filled
Birmingham Shopping District	1 Member shall be a business operator or person with interest in property located within the district, 4-year term ending 11/16/2026	Until Filled

Board of Building Trades Appeals	2 Regular members terms ending 5/23/2027	Until Filled
Board of Review	1 Regular member to serve the remainder of a 3-year term expiring 12/31/2024 1 Alternate member to serve the remainder of a 3-year term expiring 12/31/2026 1 Alternate member to serve the remainder of a 3-year term expiring 12/31/2025	Until filled
Board of Zoning Appeals	1 Alternate member term ending 2/18/2026	Until Filled
Brownfield Redevelopment Authority	1 Regular member term ending 5/23/2026 1 Regular member term ending 5/23/2027	Until Filled
Housing Board of Appeals	3 Regular members, terms ending 5/4/2026	Until Filled
Martha Baldwin Park Board	2 Regular member terms ending 5/1/2028	Until Filled
Multi Modal Transportation Board	2 Alternate members	Until Filled
Museum Board	1 Regular member term ending 7/6/2026	
Parks & Rec Board	1 Alternate member term ending 3/13/2025	Until filled
Stormwater Utility Appeals Board	3 Regular member terms ending 1/31/2026 2 Alternate member terms ending 1/31/2025	
Triangle District Corridor Improvement Authority	1 Resident of the developed area or area within 1/2 mile of the development area, term ending 12/15/2027	Until Filled

City Manager's Office

Congratulations, Alex Bingham

Congratulations to City Clerk Alex Bingham, who recently obtained certification through the prestigious Michigan Professional Municipal Clerk (MiPMC) certification program. The program recognizes clerks for their knowledge of the multifaceted Clerk's profession. Alex's commitment to education and desire to attain this certification clearly defines her commitment to the Clerk's profession and our community. Please join me in congratulating her for this accomplishment and well deserved recognition.

Congratulations, Christina Woods

Congratulations to Human Resource Manager Christina Woods, who recently passed the Society for Human Resource Management (SHRM) Senior Certified Professional exam. The certification is for individuals whose work includes duties such as developing HR policies or procedures, overseeing the execution of integrated HR operations, directing an entire HR enterprise or leading the alignment of HR strategies to organizational goals. Congratulations, Christina!

Birmingham Recognized for Environmental Leadership

The City of Birmingham recently earned a gold seal of achievement in the 2024 Michigan Green Communities (MGC) Challenge. The statewide MGC challenge is an annual program that serves as a guide to help communities measure their progress towards sustainability. The current challenge recognizes actions taken through the 2023 calendar in areas such as energy efficiency, climate adaptation and resilience, recycling, environmental justice and more.

The City entered its first MGC Challenge two years ago, achieving silver status. Since then, the Birmingham City Commission's strategic goal to "position itself for a changing future by instituting policies and practices that protect the natural environment and reduce extreme weather impacts on the community" helped launch a series of actions that propelled Birmingham to a new level of commitment to sustainability that continues to grow. Learn more at www.migreencommunities.com/challenge. Thank you to the Planning Department for their work on our submission.

Ad Hoc Aging in Place Committee (AIPC)

On April 24, 2024, the AIPC held its regular meeting at City Hall. The AIPC received the first draft of the Community Survey results. The AIPC went over each category contained within the Community Survey and made comments about the results. The committee also discussed how the material was presented. City staff will facilitate the changes and respondents who indicated they would like a follow-up personal interview to discuss their Community Survey response were assigned to a committee member or City staff to complete. The AIPC also addressed all of the questions received from the public from the February 28, 2024 public engagement meeting.

The AIPC discussed the conflict on Wednesdays at 4 p.m. with the City's new Ad Hoc Senior/Recreation Center Committee. After debate, there was consensus to move the AIPC meeting to 1 p.m. on Wednesday, May 29, 2024 for the next regular scheduled meeting.

YMCA Building (Ad Hoc Senior/Recreation Center Committee)

In the past month, City staff and the Ad Hoc Senior/Recreation Committee have met five times and accomplished the following:

- Created and issued an RFP for an Owner's Representative for the City for the Senior/Community Center Project. RFP posted on the Michigan Intergovernmental Trade Network.
- Created and issued an RFQ for architects to qualify for Final Design and Construction Plan Preparation. RFQ posted on the Michigan Intergovernmental Trade Network.
- Conducted a community open house with NORR, LLC at the YMCA Building on April 26, 2024 to receive community input.
- Reviewed the current project progress with NORR,LLC. After discussion, NORR, LLC assigned a new lead architect for the project, Mr. Brian Colburn.
- Conducted an optional pre-bid meeting at the YMCA building (including a building walk-thru) for the RFQ for Architectural/Engineering Services for Final Design and Construction Preparation. Thirteen firms were present.
- Completed an extensive federal grant request through Congresswoman Haley Steven's Office with accompanying letters of support from City Commissioners, County Board Representative, State Legislators and other local government officials (Next partners). The federal grant requested eight million dollars ($8,000,000.00) be dedicated to the Senior/Recreation Center project.
- Reviewed the Community Survey with NORR, LLC and completed the needs assessment report for the City Commission.
- Received five bids to be the City's Owner's Representative from the RFP. City staff and all members of the Ad Hoc Senior/Recreation Committee were provided with the proposals and asked to score each proposal using a scoring sheet authored by City staff.
- Provided the City Commission with a recommendation for an Owner's Representative for consideration.

Share Feedback on Engage Birmingham

The City's online public engagement platform, Engage Birmingham, makes it easier than ever for the community to share feedback at a place and time that is convenient for them. Current projects on the site include topics such as the Booth Park entry plaza and trail improvements, sustainability goals and historic preservation. Share feedback about these topics and others coming soon at engage.bhamgov.org.

Communications

Around Town e-Newsletter

The communications team is working on the June edition of the Around Town e-Newsletter, which will include information about In the Park Summer Concerts, special events at the golf courses, the consumers annual report on water quality, election news and more. Follow this link to view the May edition of the Around Town e-Newsletter.

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.

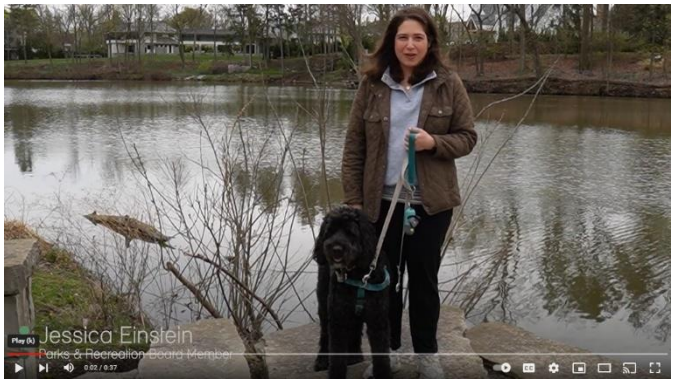
Public Education Video Series

As a reminder, all public education videos (including the recently released Fire Department CPR Lucas device video) are available on the City's website at bhamgov.org/watch and Youtube channel.

City Board and Committee Promotions

The communications team has been working on the following new initiatives to promote board and committee openings:

- Videos featuring Parks and Recreation Board member Jessica Einstein. Jessica did a fantastic job promoting City board and committee opportunities! The first video is now available on the City's YouTube channel and at bhamgov.org/boardopportunities. Additional videos will be published later this year. Thank you, Jessica!



- Flyer promoting the benefits of joining a City of Birmingham board or committee that is now included in new resident welcome packets and set out at community events. Follow this link to view the board and committee flyer.
- A new, online form for applicants to easily submit their board or committee application. Access the form at bhamgov.org/boardapplication.

BIRMINGHAM CITY COMMISSION - UPCOMING AGENDA ITEMS

Meeting	Topic	Dates Addressed	Status
5/6/24	Garbage/Dumpsters Downtown	5/6/24	In progress
5/6/24	Consider moving up road project on Lincoln east of Eton	5/6/24	In progress
4/8/24	Annual update on electric lawn equipment.	4/8/24	In progress
4/8/24	Update Advisory Parking Committee duties	4/8/24	In progress
2/12/24	City-run events and sponsors.	3/4/24	In progress
10/2/23	Implementation of crosswalk standards	10/2/23 10/16/23 11/13/23	In progress
5/8/23	Woodward noise	5/8/23 6/5/23	In progress
2/27/23	Bench and Little Library for Pat Andrews	3/13/23 5/8/23	In progress

Department of Public Services

Booth Park Entry Plaza & Trail Improvements
The Parks and Recreation Board held a Booth Park Entry Plaza & Trail Improvements Public Input Session at their May 7, 2024 meeting. A preliminary park plan and some concepts and ideas were presented for feedback. The preliminary plan is being routed through City departments and to various boards. Feedback is also being received via a survey on Engage Birmingham at engage.bhamgov.org/booth.

Tennis Courts
Maintenance on the West Lincoln Well Tennis Courts included crack repair and new acrylic surfacing earlier this month. The work was performed by a contractor for the amount of $25,500. Crack repair can extend the life of the courts by up to 10 years.

Poppleton Park will receive pickleball lines over the tennis courts to make the courts multi-use in an effort to provide additional locations for pickleball. This will be scheduled within the next couple of weeks.

American Public Works Association Scholarship
The Department of Public Services applied for and received a scholarship to attend the American Public Works Michigan Chapter's Great Lakes Expo in May of this year. Attendees will learn the latest trends and best practices in infrastructure management, technology and sustainability from both seasoned professionals and emerging leaders.

Rouge River Clean-Up Day
The City of Birmingham has hosted Rouge River Clean-Up Day events for over twenty years with the help of volunteers from our community, churches, schools, scout troops and neighborhood associations. On Saturday, May 18, 2024 volunteers gathered at Lindon Park and worked paths along the Rouge River to clean up trash and remove invasive species such as Garlic Mustard. Thank you to all who participated in this event.

Engineering Department

Illicit Discharge to Rouge River
The City has determined the source of the sanitary sewer discharge and discussions are occurring with the property owner. We have been keeping the Michigan Department of Environment, Great Lakes, and Energy (EGLE) aware of the City's progress in finding the source.

Lead Service Replacement Program
The City will be starting a door-knocking effort to replace water lead services at no cost to property owners. If the property owner is not available, a flier will be left. Flier recipients should follow the steps to schedule your water service replacement.

Water Service Verification Program
The City has a deadline of October 2024 to submit material information from 364 water service lines to the Michigan Department of Environment, Great Lakes, and Energy (EGLE). The City randomly selected 364 water services to verify the material for this EGLE requirement. The City will be knocking on doors to talk to property owners about verifying the "In-Home/Business" water service line material. If a property owner is not home, a flier will be left with the next steps. Property owners can schedule an inspection by an authorized City representative at (248) 303-2292 or determine the in-home/business material themselves with the steps provided in the property owner letter.

Redding Road Project
The Redding Road Paving Project began last month. The contractor installed the water main on Redding Road, including horizontal directional drilling under the Rouge River. Redding Road is closed westbound between Lake Park Drive and Woodward Avenue. Local traffic only is being maintained eastbound on Redding Road.

Edgewood Road Project
The Edgewood Road project began in April and the contractor is continuing with sewer installation. Edgewood Road is closed northbound between Southlawn and Lincoln. Local traffic only is being maintained southbound on Edgewood Road.

Arlington, Shirley, and Brandon Project
The Engineering Department will host a property owners meeting on Tuesday, June 4, 2024 from 5:30 p.m. – 7 p.m. to discuss the upcoming project.

MDOT – Woodward Ave. and Brown/Forest Intersections
Construction started on this project in March. This work requires daily single lane closures along northbound and southbound Woodward. At times, Brown and Forest may be closed for up to 10 days for construction.

For more information regarding these projects or programs, please contact the Engineering Department at 248-530-1840.

Fire Department

Trench Rescue Training

Last month the OAKWAY technical rescue team performed a trench rescue deployment. The deployment scenario consisted of an 8-foot-deep, 16-foot-long trench with failures with a trapped "occupant". The team members used low-pressure airbags, Paratech struts, and trench panels to shore up the unstable walls to extricate a 200-pound training mannequin safely. The soil weight is multiplied as the trench gets deeper and reaches weights of several tons. The team uses tabulated data to ensure all benchmarks are achieved for the safety of the rescuers and victims inside the trench. All Fire Department members are trained in trench rescue collapse in case of a local emergency at the scene of a trench such as a sewer repair, new basement, sink hole, etc. The Birmingham Fire Department has 7 members on the OAKWAY Technical Rescue Team and has a consistent leadership presence with its senior leadership from Battalion Chiefs Tom Hughes and Chris Deman.

Want to be a hero?

Join fire fighters and City employees on Friday, June 14 at Birmingham Fire Station 1 and donate some blood. The American Red Cross will be on-site from 7:30 a.m. until 1:30 p.m. taking much-needed donations. This a great opportunity for us to give back to the community.

Visit www.redcrossblood.org, enter 48009, click Refine Search and select June 14 to make a donation appointment and learn more about donating. Please take the time to give to this great cause!

Human Resources

New Hires

The City of Birmingham extends warm congratulations to our newly hired employees from April 10, 2024 to May 7, 2024. Their skills, expertise, and enthusiasm are a valuable addition to our team. We welcome them to our team!

Department	Name	Position	Type
DPS	Nicholas Zebrowski	Golf Course	Seasonal
DPS	Wally Ulmer	Golf Jr Ranger	Seasonal
BSD	Isreal Collins	Events Assistant	Seasonal
BSD	Sydney Stevens	Events Assistant	Seasonal
DPS	Andrea Swanson	Office Coordinator	Full Time (AFSCME)
DPS	Nicholas Grieve	Parks Laborer	Seasonal
DPS	Diane Guenther	Golf Course	Seasonal

May 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	Mazumder	Abdullaah	IT Department	IT Assistant
1	Hadley	Kostello	DPS	Dps Seasonal
1	Michael	Davies	DPS	DPS Seasonal
1	Lauren	Stehney	DPS	Golf Seasonal
1	Yamari	Cathey	DPS	Golf Seasonal
1	Samantha	Hollo	Library	Library Page
2	Kelly	Dolland	Clerk's Office	Clerical

2	Will	Isaacson	Police	Police Officer
2	Joseph	Roberts	Police	Police Officer
2	Sandra	Klotz	DPS	DPS Seasonal
3	Anthony	Paredes	Police	Police Officer
3	Trevor	Hulbert	Fire	Fire / EMT
3	Andrew	Simpson	DPS	DPS Seasonal
3	Grace	Noble	Library	Library Assistant
3	Emily	Malek	Library	Library Substitute
4	David	Corey	DPS	Golf Seasonal
5	Ryan	Neuville	Fire	Fire / EMT
5	Hannah	Stoloff	Library	Library Substitute
5	Joan	Jennings	Library	Library Assistant
5	Melissa	Behrens	Library	Library Substitute
6	Robbie	Terman	Library	Library Substitute
6	James	Adams	Library	IT Assistant
7	Ross	Leibold	DPS	P&F Operator
7	H	Jennings	Library	Library Department Head
7	Nadia	Bertala	Library	Library Page
8	Gwynn	Duffey	Finance	Payroll Coordinator
8	Jason	Granroth	Fire	Fire / EMT
10	Jamie	Debano	Police	Police Dispatch
11	Kenneth	Hitchcock	Police	Clerk/Typist B

11	Brian	Freels	Fire	Fire Lt/EMT
12	Douglas	Manigold	Building	Zoning Officer
21	Thomas	Hughes	Fire	Battalion Chief
23	Edward	Rosett	Building	Electrical Inspector
24	Gregory	Wald	Police	Police Captain
25	Bruce	Johnson	Building	Building Official

Hiring Status

The City is currently accepting applications for the following positions. To submit an application or for more information go to www.bhamgov.org/jobs.

Department	Position	Type	Status
Building	Electrical Inspector	Full Time (AFSCME)	Reviewing Applicants
Golf	Junior Ranger	Seasonal	Until Filled
Golf	Clubhouse Service	Seasonal	Until Filled
Golf	Golf Maintenance	Seasonal	Until Filled
DPS	Park Attendant	Seasonal	Until Filled
DPS	Parks Laborer	Seasonal	Until Filled
Building	Plumbing Inspector	Full Time	Until Filled
BSD	Public Relations and Marketing Specialist	Part Time	Posting closing 5/31/2024
Parking	Facility Maintenance	Full Time	Until Filled
Community Development	Support Staff A	Full Time (AFSCME)	Reviewing Applicants

Planning Department

Planning Board

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

1. 219 Elm Street – All Seasons 2 – Special Land Use Permit Amendment, Final Site Plan & Design Review request to transition a residential unit to a commercial unit (May 22, 2024)

2. 245 Townsend – Parkview Townhomes – Preliminary Site Plan request for four new attached single-family townhomes (May 22, 2024)
3. The Birmingham Plan 2040 – Prioritization of Key Actions (May 22, 2024)
4. Triangle District Mixed-Use Standards – Study Session (May 22, 2024)

As a reminder, the first joint meeting of 2024 between the City Commission and Planning Board is scheduled for June 10. The Planning Board has been working diligently to provide the City Commission with a prioritization of key actions from the Birmingham Plan 2040 and is eager to discuss their proposals. In addition, the Planning Board would like to discuss Woodward Ave. and the approval process for public projects.

Ad Hoc Environmental Sustainability Committee (ESC)

The ESC has been very busy this spring/summer having kicked off Phase 2 of public engagement while continuing the drafting of the City's first sustainability and climate action plan (SCAP). At this stage, the ESC has drafted a set of preliminary goals for the City to aspire to and is seeking feedback on those goals through a survey on Birmingham Engage (SUSTANABILITY GOALS). In addition, the ESC is encouraging people to keep current with, and provide feedback on the overall draft SCAP on the ESC AGENDA page of our website. Should you have any questions about the progress of the project, how to engage, or wish to provide general feedback, please do not hesitate to contact Planning Director Nick Dupuis (ndupuis@bhamgov.org) or City Planner Leah Blizinski (lblizinski@bhamgov.org). Below is a list of the deliverables and activities we are currently engaged in with details on progress and next steps for each

- Remaining Public Engagement Phase 2 (Ongoing)
    - Birmingham Shopping District Board – June 6, 2024
    - Presentation @ NEXT – July 30, 2024
- Greenhouse Gas Emissions Inventory (100%)
    - Publish on City Website – June 2024
- Sustainability and Climate Action Plan (40%)
    - Build out background section of Action Plan – May 2024
    - Greenhouse Gas Emissions Forecasting – May 2024
    - Greenhouse Gas Planning Scenarios – June 2024

Historic District Commission & Design Review Board

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

- 139 W. Maple – Field Building – Design Review request for new 4-story addition to rear of historic building (June 5, 2024)
- Religious Institution Signage – Sign Ordinance Amendment (June 5, 2024)
- Historic Preservation Master Plan (June 5, 2024)

Multi-Modal Transportation Board (MMTB)

The Multi-Modal Transportation Board has been conducting study sessions on the purpose of the MMTB and reviewing Robert's Rules of Order. Staff and consultants have been doing training sessions due to a number of new board members. Board members have also been discussing ways to manage contentious meetings and how to professionally manage large crowds.

The MMTB had their annual field trip on Thursday, May 16, 2024. The board visited Ferndale once again to check out the newly implemented road diet. Participants took SMART's Fast Bus down to 9 Mile where they walked and rode MoGo bikes around Ferndale's multi-modal infrastructure.

Wayfinding & Branding Committee

A Request for Proposals for Wayfinding & Signage Phase 1 Fabrication and Installation is posted on the Michigan Inter-governmental Trade Network (MITN). Signage in Phase 1 includes ground mounted identification signs (gateway signs on Woodward) and pedestrian kiosks. The Wayfinding and Branding Committee will review bids and select a contractor for this work at their June 10, 2024 meeting.

Police Department

Woodward Noise Bill

After just over a year of communicating with our State elected officials and requesting a change in State law, the Police Department is pleased to share this release from Representative Natalie Price. Her proposal (House Bill 5696) addresses the issues with the existing State law and provides law enforcement a better opportunity to address these nuisance vehicles. The bill was introduced to crack down on vehicles intentionally modified to create excessive noise while being used. The bill ensures police officers have the authority to stop vehicles for excessive noise and increases penalties for related infractions. On Tuesday, May 21, Chief Scott Grewe will be in Lansing at the request of Rep. Natalie Price to testify in the hearing of the new proposed House Bill on vehicle noise.

Woodward Service Drive Parking Restrictions

Over the last few weekends, the Police Department started enforcing the newly implemented 15-minute parking zones in the Woodward service drives. The efforts have shown improvement in reducing the crowds, racing and noise. Fewer cruisers are loitering for extended periods and fewer return after being made aware of the restrictions or ticketed. The Police Department will continue to enforce these restricted parking zones along with moving traffic violations as one of many initiatives to reduce dangerous driving and improve our citizens' quality of life.

Letter of Commendation for Dispatcher Joseph Misiak

On May 7, 2024 at approximately 8 a.m., a distressed mother called 911. The mother who was highly upset indicated her 18-month old baby had stopped breathing. The mother advised she and her husband were currently driving to Beaumont hospital. Dispatcher Misiak was able to calm the mother and obtain their current location. The dispatcher remained calm under a tense situation and made the quick decision to provide them directions to Fire Station 1 to receive immediate medical attention while contacting the fire station to dispatch them to their parking lot. Once there, the baby was stabilized by the Fire Department and ultimately transported to Beaumont Hospital.

Dispatcher Misiak demonstrated an outstanding level of service that reflects the highest level of emergency response that may have saved this baby's life.

Scam Alert
Birmingham dispatchers have recently received several phone calls from citizens who had been contacted by alleged Birmingham police officers who claim the citizen is a suspect in a crime. The citizens state they received phone calls or emails that appear to be coming from our agency, and are advised to turn themselves in immediately or pay a bond via gift card.

Our department will never contact anyone to request a bond payment via gift card or request credit card information through email or phone call. Please do NOT directly pay anyone claiming to be from our agency. If you are unsure of the allegations made against you, please call us directly to confirm at (248) 644-3405.

Parking Systems Update

Repairs

In April, staff submitted a Request for Proposals for 2024 Chester St. Parking Structure Repairs. The primary project objectives are to address structural, waterproofing, and facade repairs at the parking structure; repair or improve the mechanical, electrical, and plumbing systems; install LED lights, and paint portions of the garage for improved aesthetics. The project will go before the City Commission in early June and begin shortly thereafter. It will take twelve to fifteen months to complete.

The City planned and budgeted for comprehensive long-term repairs at all five City garages. The North Old Woodward Garage was the first garage to be addressed in 2022-2023. The Chester St. Garage is the second garage to be addressed and is starting in June of 2024. Following the Chester St. Garage will be Peabody, Pierce, and finally the Park St. Garage. Repairs to all five garages are anticipated to continue through 2026.

Operations

As part of the transition from SP+, the help buttons in the kiosks have been going to a 3rd party call center of Parker Technology. This call center is different from the one SP+ used until January 2024. Beginning May 1, 2024, all calls for help have been directed to the local parking office in the Chester St. Garage during business hours (8 a.m. – 5 p.m. Monday through Friday). During off-hours and weekends, calls continue to go to Parker Technology. Answering calls locally will help improve the guest experience and expedite responses. Staff members are very happy with the new call center and hopes guests are too.

Parking Reports

Download the April 2024 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.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Treasury

DATE: May 14, 2024

TO: Jana L. Ecker, City Manager

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

SUBJECT: Confirmation of SAD Roll 909 Pierce Alley and West Maple Alley Project - Paving

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INTRODUCTION:
A public hearing on the confirmation of the special assessment roll for the Pierce Alley and West Maple Alley Project is being held on May 20, 2024. 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 May 6, 2024, the City Commission determined the necessity of the Pierce Alley and West Maple Alley Project and a Hearing of Confirmation of the Special Assessment Roll was set for May 20, 2024.

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 should be final and conclusive.

FISCAL IMPACT:
If confirmed, the preliminary assessment roll would be $630,500.70. 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:
N/A

PUBLIC COMMUNICATIONS:
Property owners were notified by mail of the public hearing dates. If the City Commission confirms the Special Assessment Rolls, 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 public hearing of confirmation of Special Assessment District 909 and further to confirm the rolls as attached to this report.

ATTACHMENTS:

- Proposed Special Assessment Roll
- Memorandum: Hearing of Necessity for Pierce Alley and West Maple Alley Project SAD

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution confirming Special Assessment Roll 909 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 909, 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

The Commission Resolution 05-422-24 provided it would meet this 20th day of May, 2024 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this May 20, 2024, 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. 909 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 nine and one half percent (9.50%) on all unpaid installments.

Parcel ID/Sidwell Number	Street Address	Paving Assessment
19-36-201-011	100 S. Old Woodward	$ 13,348.37
19-36-201-013	114 S. Old Woodward	$ 47,560.65
19-36-201-014	124 S. Old Woodward	$ 20,192.12
19-36-201-015	138 S. Old Woodward	$ 26,448.90
19-36-201-021	154 S. Old Woodward	$ 22,121.41
19-36-201-019	251 E. Merrill	$ 59,387.96
19-36-201-023	277 Pierce	$ 163.53
19-36-201-026	277 Pierce Bldg Main	$ 238.14
19-36-201-025	111 E. Merrill PH	$ 145.51
19-36-201-024	111 E. Merrill STE 200	$ 781.89
19-36-201-009	263 Pierce	$ 28,792.01
19-36-201-022	247 Pierce	$ 26,560.12
19-36-201-006	237 Pierce	$ 28,243.27
19-36-201-005	235 Pierce	$ 10,695.22
19-36-201-020	165 Pierce	$ 51,473.97
19-36-201-001	135 Pierce	$ 52,440.64
19-36-129-010	155 Henrietta	$ 65,299.62
19-36-129-012	180 Pierce Unit 1	$ 6,519.75
19-36-129-013	180 Pierce Unit 2	$ 7,809.29
19-36-129-014	180 Pierce Unit 3	$ 7,809.29
19-36-129-015	180 Pierce Unit 4	$ 7,809.29
19-36-129-016	180 Pierce Unit 5	$ 1,088.38
19-36-129-017	180 Pierce	$ 559.95
19-36-129-018	180 Pierce	$ 1,053.85
19-36-129-006	148 Pierce	$ 55,449.81
19-36-129-004	137 W. Maple	$ 16,733.03
19-36-129-003	157 W. Maple	$ 16,324.90
19-36-129-002	175 W. Maple	$ 27,724.90
19-36-129-001	193 W. Maple	$ 27,724.90

$ 630,500.70

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Engineering Department

DATE: May 1, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: **Piece Alley and West Maple Alley Project #8-24 (P)**
Hearing of Necessity for Paving Special Assessment District (SAD)

INTRODUCTION:
The City will be repaving Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street this construction year. Historically, major capital improvements on alleys have been subject to a 100% special assessment of the adjacent property owners.

BACKGROUND:
Pierce Alley has been planned for repaving starting in the fiscal year 18/19 budget with planned construction in fiscal year 18/19. The City issued the project for bids in 2019 and the bids came in higher than the budget. Also during this time, development began on properties on the west side of the alley at Pierce and Merrill that would interfere with the construction of the alley. Pierce Alley was then pushed back to the fiscal year 23/24 budget.

West Maple Alley has been planned for repaving in the fiscal year 19/20 budget with planned construction in fiscal year 20/21. This project has been carried over in fiscal years due to COVID in 2020, and during this time it decided to bid the two alleys together to try to receive better pricing on the project.

The following are proposed on the alleys:

Pierce Alley – Merrill Street to Pierce Street:
Repaving the alley with concrete pavement and exposed aggregate panels to match the City's standard alley section. A minor storm sewer will be installed to allow the edges of the alley to drain the center of the alley. There are two existing street lights that are the older style that will be replaced. Also, dumpster screens will be installed similar to Hamilton Alley in front of the dumpsters, recycling bins, and linen storage bins.

West Maple Alley – Henrietta Street to Pierce Street:
The alley will be repaved with concrete pavement and exposed aggregate panels to match other alleys within the City. Additional storm sewer will be installed to allow drainage to come to the center of the alley.

At the property owner meeting on Tuesday, April 23, 2024, owners on Pierce Alley expressed interest in installing a third compactor for allow adjacent properties to use and eliminating the dumpster screens. The City is reviewing this internally but the preliminary cost numbers do include the dumpster screening.

On previous projects of this nature in public alleys, it has been the City's policy to assess 100% of the paving improvement to the property that shares frontage with the improvements. The cost per property will be assessed as an average cost per linear foot of frontage for the improvements. The properties with multiple owners or condominiums, the amount will be based on the square footage of the building area owned.

The parcels within the project zone that are subject to the paving special assessment are highlighted on the attached map. Appended to this report is a list of properties that the department plans to include in the Assessment district, along with estimated construction costs to be assessed at the Hearing of Confirmation.

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 as to form and content.

FISCAL IMPACT:
Revenue generated from the paving SAD for Pierce Alley and West Maple Alley will defray the costs incurred by the City for the construction. One hundred percent of the paving and lighting costs within the ROW will be paid by the property owners. The dumpster screening is being prorated by the properties that use the dumpsters, recycling bins, linen storage, etc. that need to be screened. 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.

SUSTAINABILITY:
N/A

PUBLIC COMMUNICATIONS:
Notice of the Hearing of Necessity was distributed by the Clerk's Office. The Engineering Department held a property owners meeting on Tuesday, April 23, 2024, to discuss and answer questions about the project and the process of the special assessment.

SUMMARY:
The Engineering Department recommends that the City Commission declare the necessity and approve a special assessment district for paving as part of the Pierce Alley and West Maple Alley projects. 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 20, 2024.

ATTACHMENTS:

- Map of proposed special assessment district for paving
- Pierce Alley and West Maple Alley Project Plans
- Spreadsheet with estimated cost of paving
- Clerk's confirmation of public hearing notice

SUGGESTED COMMISSION ACTION:

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

WHEREAS, The City Commission has conducted a public hearing and has determined it is necessary to proceed with the project of repaving on Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street; and

WHEREAS, The City has previously established a policy requiring repaving public alleys; and

WHEREAS, The City Commission, after the public hearing, has determined that repaving Pierce Alley from Merrill Street to Pierce Street and West Maple Alley from Henrietta Street to Pierce Street, 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 repaving within the limits of the following alleys shall be installed as part of the Pierce Alley and West Maple Alley Project (Contract #8-23(P)):

Pierce Alley – Merrill Street to Pierce Street; and
West Maple Alley – Henrietta Street to Pierce Street

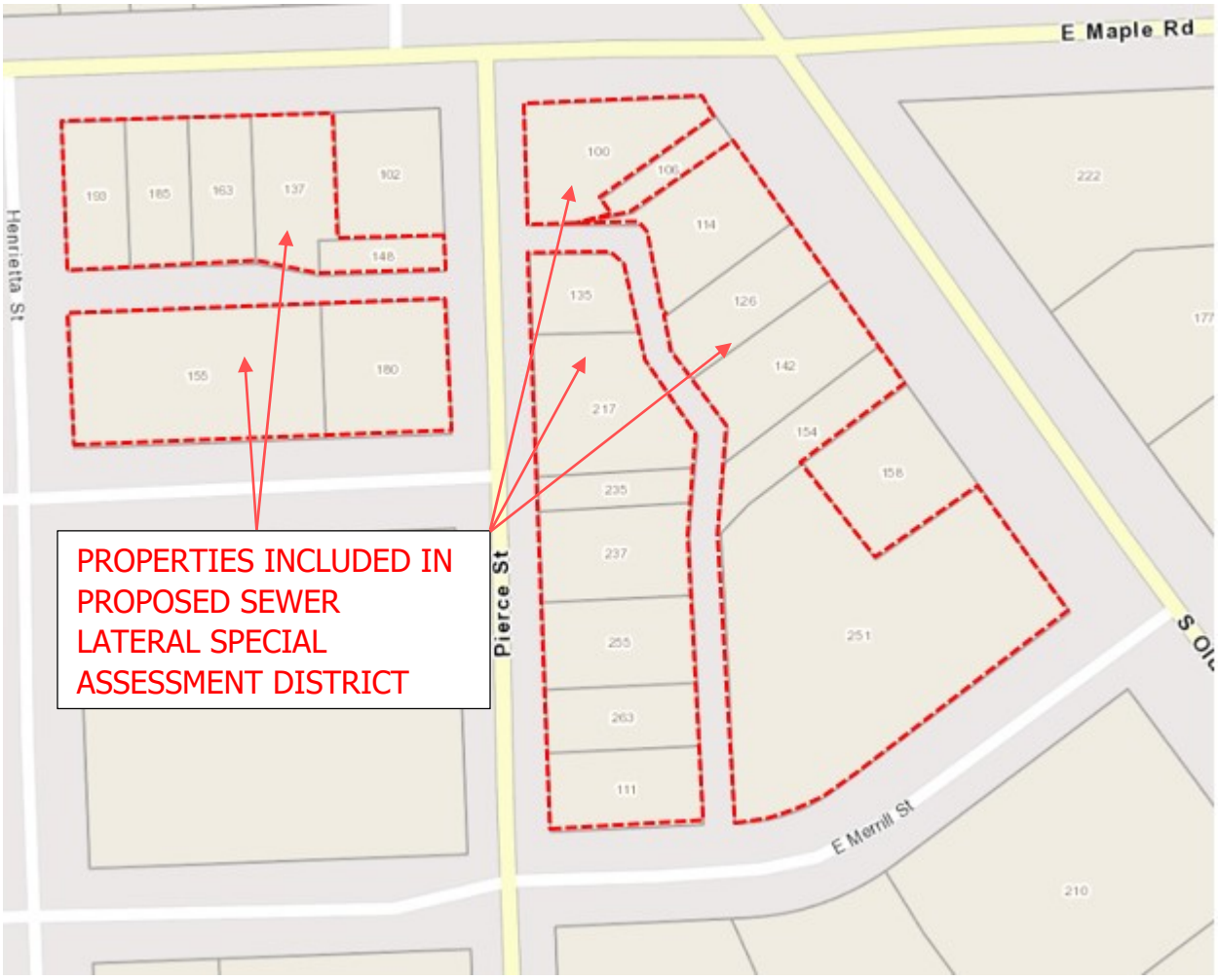
WHEREAS, The formula used in making the assessment is 100% of the contractor's charge for repaving the alleys (calculated at the rate of $408.12 per foot), 100% of the contractor's charge for replacing two light fixtures on Pierce Alley (calculated at the rate of $26.68 per foot), and 100% of the contractor's charge for installing dumpster screening on the alleys (calculated at the rate of $1,200 per linear foot of the fence and prorate by the properties using the dumpsters, recycling bins, linen storage).

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 and give notice on May 20, 2024.

Paving

Sidwell Number	Street Address	Paving Assessment
1936201011	100 S. Old Woodward	$13,348.37
1936201013	114 S. Old Woodward	$47,560.65
1936201014	124 S. Old Woodward	$20,192.12
1936201015	138 S. Old Woodward	$26,448.90
1936201021	154 S. Old Woodward	$22,121.41
1936201019	251 E. Merrill	$59,387.96
1936201023	277 Pierce	$163.53
1936201026	277 Pierce Bldg Main	$238.14
1936201025	111 E. Merrill PH	$145.51
1936201024	111 E. Merrill STE 200	$781.89
1936201009	263 Pierce	$28,792.01
1936201022	247 Pierce	$26,560.12
1936201006	237 Pierce	$28,243.27
1936201005	235 Pierce	$10,695.22
1936201020	165 Pierce	$51,473.97
1936201001	135 Pierce	$52,440.64
1936129010	155 Henrietta	$65,299.62
1936129012	180 Pierce Unit 1	$6,519.75
1936129013	180 Pierce Unit 2	$7,809.29
1936129014	180 Pierce Unit 3	$7,809.29
1936129015	180 Pierce Unit 4	$7,809.29
1936129016	180 Pierce Unit 5	$1,088.38
1936129017	180 Pierce	$559.95
1936129018	180 Pierce	$1,053.85
1936129006	148 Pierce	$55,449.81
1936129004	137 W. Maple	$16,733.03
1936129003	157 W. Maple	$16,324.90
1936129002	175 W. Maple	$27,724.90
1936129001	193 W. Maple	$27,724.90

Pierce Alley and West Maple Alley
Paving Special Assessment District Map



BIRMINGHAM

A WALKABLE CITY

ENGINEERING DEPARTMENT

PIERCE ALLEY & W. MAPLE ALLEY RECONSTRUCTION PROJECT
CONTRACT #8-24(P)

SHEET INDEX

COVER SHEET
C1 Overall & Staging Plan Pierce Alley-Phase 1
C2 Overall & Staging Plan Pierce Alley-Phase 2
C3 Overall & Staging Plan W. Maple Alley
C4 Paving, Grading & Utility Plan-Pierce Alley P.O.B To 2+25
C5 Paving, Grading & Utility Plan-Pierce Alley 2+25 To P.O.E.
C6 Paving, Grading & Utility Plan-W. Maple Alley P.O.B. To 2+00
C7 Paving, Grading & Utility Plan-W. Maple Alley 2+00 To P.O.E.
C8 Joint Layout & Dimension Plan P.O.B. To P.O.E. Pierce Alley
C9 Joint Layout & Dimension Plan P.O.B. To P.O.E. W. Maple Alley
C10 Notes & Details
C11 Special Details, Storm Profiles, & Quantities

SEWER STANDARD DETAILS
CBD STREETSCAPE STANDARD DETAILS

REFERENCE DRAWINGS FROM 2015 HAMILTON ALLEY PROJECT*
E001 DUMPSTER SCREEN DETAILS
E002 PRELIMINARY WAY FINDER SIGN DESIGN

*NOTE: CONTRACTOR SHALL FURNISH DETAILED SHOP DRAWINGS FOR CITY REVIEW AND APPROVAL FOR DUMPSTER SCREEN WALL COMPONENTS.

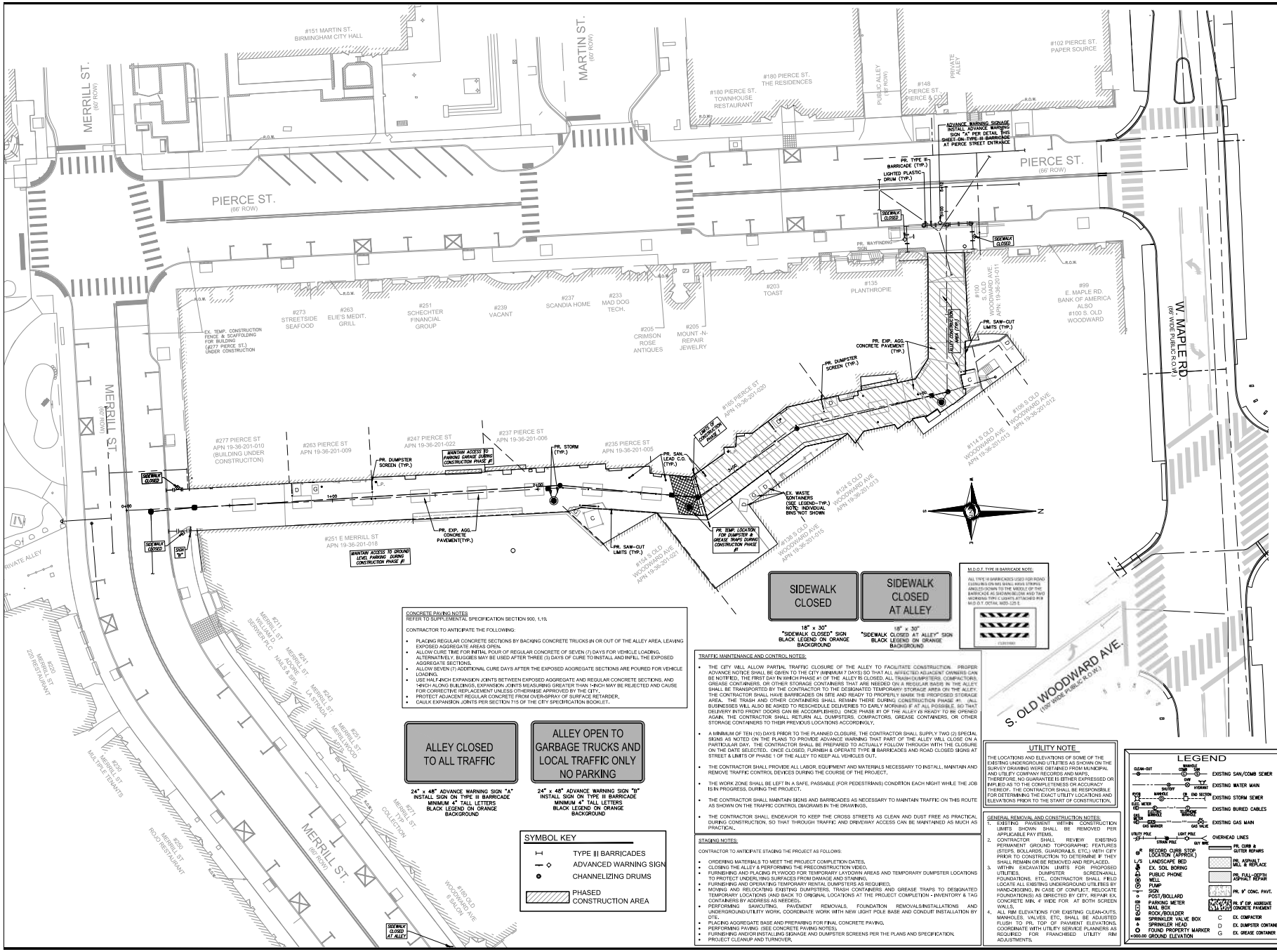
WATER / SEWER SERVICE NOTE

ALL SEWER SERVICE LATERAL INFORMATION SHOWN ON SURVEY WITHIN THE PUBLIC RIGHT-OF-WAY IS PER VIDEO INSPECTION AND REPORT FURNISHED BY CITY OF BIRMINGHAM AND PERFORMED BY PIPETEK INFRASTRUCTURE SERVICES. WATER SERVICE INFORMATION IS SHOWN PER CITY RECORDS. 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.

N
W
NT
E
S
City of Birmingham
Oakland County, Michigan
SCALE:
PROJECT AREAS
14 MILE ROAD
W. MAPLE ROAD
N. ETON
N. WOODWARD
S. ETON
S. WOODWARD
PIERCE
MAPLE
LINCOLN
LANDON
WALLACE
BRANDON
NORTHLAND DRIVE
FAIR WAY DR.
LINCOLN AVE
CHESTNUT
HAZEL
HOLLAND
WEBSTER
COLE
LINCOLN
PUFFER
HUMPHREY
BENNAVILLE
CAMDEN
EMMONS
DAVIS
SMITH
BIRD
BRADFORD
CUMBERLAND
CHESTERFIELD
HAMILTON
NORFOLK
NORTHFIELD
SOUTHFIELD
SOUTHLAWN
WESTBORO DR.
BUCKINGHAM
DORCHESTER
YORKSHIRE
MANCHESTER
WINDSMERE
DERBY
PEMBROKE
COVENTRY
ASHLEY
HAMILTON
NORFOLK
KENSINGTON
RIVERDALE
OXFORD
LONGFELLOW
SHEFFIELD
TOTTENHAM
PUTNEY
ABBEY
BERKLEY
SPRINGDALE PARK
BLOOMFIELD CT.
RAYMALE
BROOKWOOD
KENWOOD
OAK
WILLOW
ELM
PINE
WHITTIER
FAIRMEAD
HILLCREST
HOLLYWOOD
ENGLEDEW DR.
CHESTERFIELD
CONNECTICUT
LANGDUTH RD.
HARVARD
HOWARD
HARVARD CT.
HARVARD PL.
HARVARD RD.
OXFORD
OXFORD RD.
OXFORD CT.
OXFORD PL.
OXFORD LANE
OXFORD CIR.
OXFORD DR.
OXFORD TERR.
OXFORD WAY



NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

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

SEAL

PROJECT
City of Birmingham
Pierce Alley & W. Maple Alley
Reconstruction Project
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SE/NE ¼ of Section 26/25, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

SHEET
Overall & Staging Plan
Pierce Alley-Phase 1

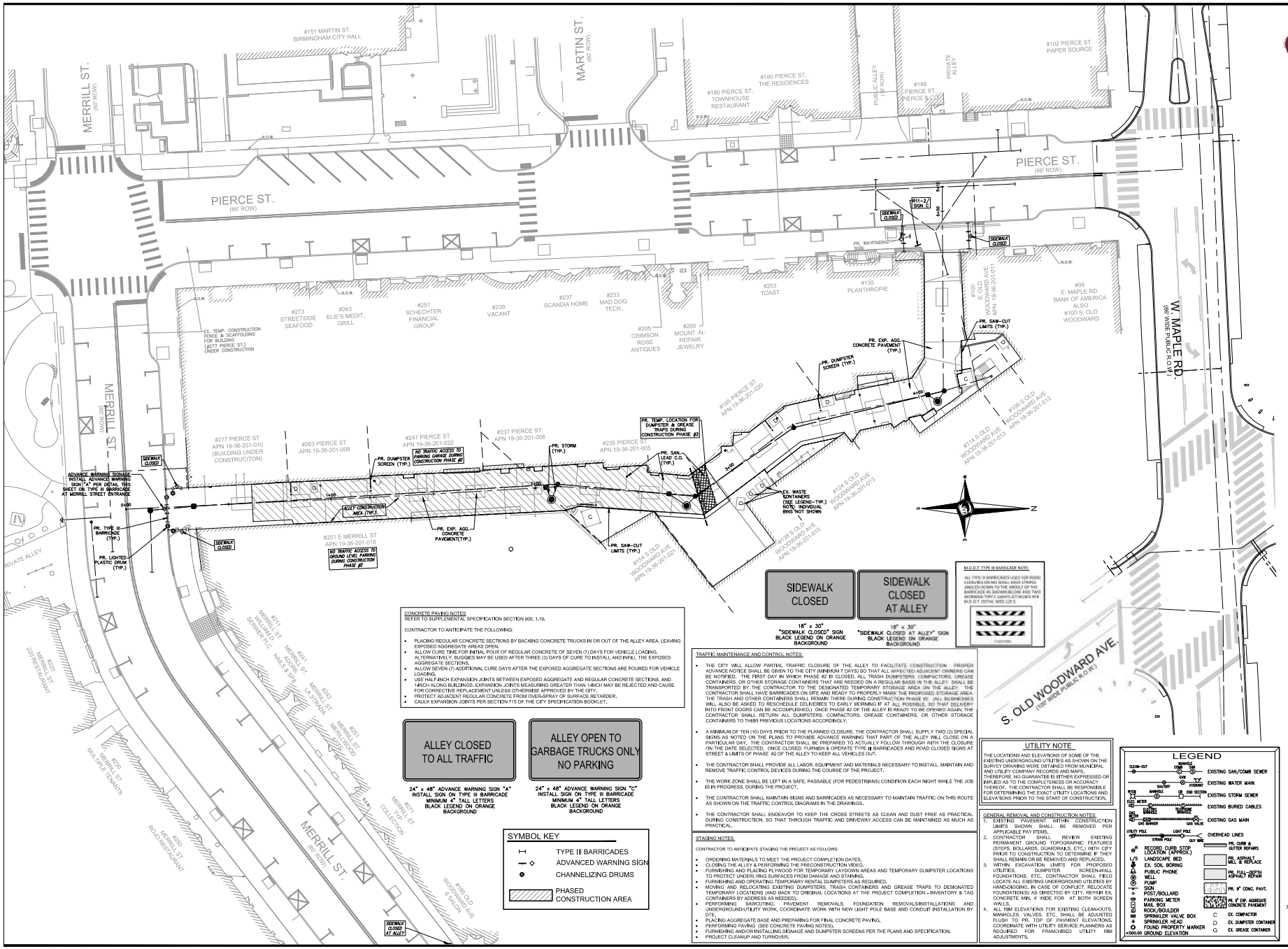
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-21-24	BIDS

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-21-24
SCALE: 1" = 20'

NFE JOB NO. K910
SHEET NO. C1

8A



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SEAL

PROJECT
City of Birmingham
Pierce Alley & W. Maple Alley
Reconstruction Project
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SE/NE ¼ of Section 26/25, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

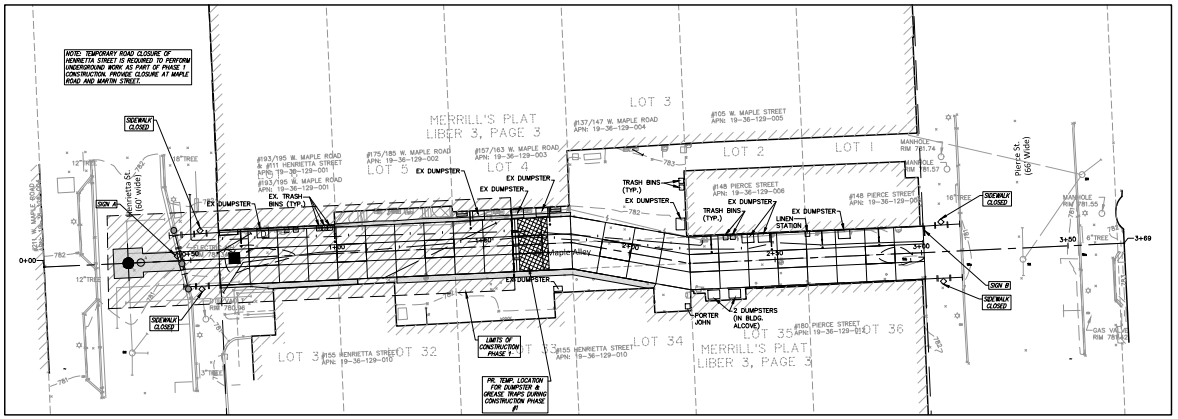
SHEET
Overall & Staging Plan
Pierce Alley-Phase 2

811 Know what's below Call before you dig.

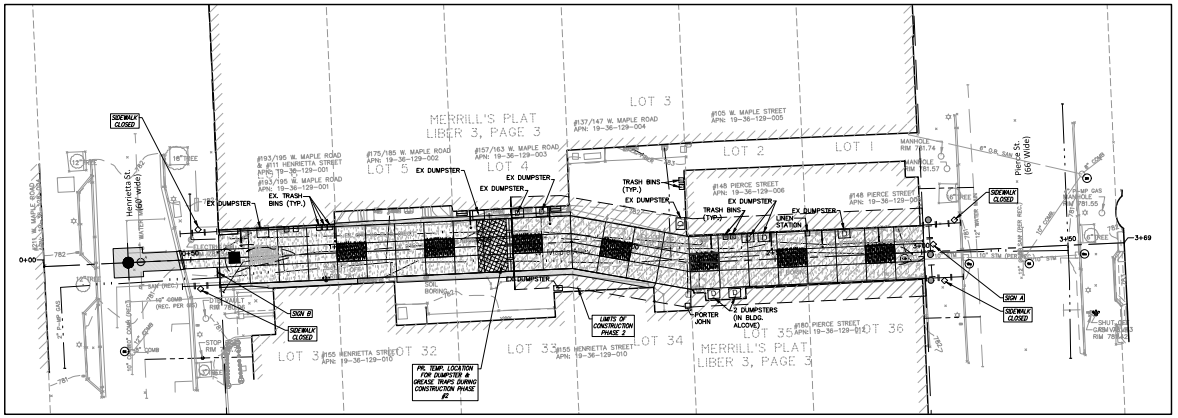
DATE	ISSUED/REVISED
01-21-24	BIDS

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-21-24
SCALE: 1" = 20'

NFE JOB NO. K910
SHEET NO. C2



OVERALL & STAGING PLAN W. MAPLE ALLEY PHASE-1



OVERALL & STAGING PLAN W. MAPLE ALLEY PHASE-2

CONCRETE PAVING NOTES
REFER TO SUPPLEMENTAL SPECIFICATION SECTION 900, 1.19.

CONTRACTOR TO ANTICIPATE THE FOLLOWING:

- PLACING REGULAR CONCRETE SECTIONS BY BACKING CONCRETE TRUCKS IN OR OUT OF THE ALLEY AREA, LEAVING EXPOSED AGGREGATE AREAS OPEN.
- ALLOW CURE TIME FOR INITIAL POUR OF REGULAR CONCRETE OF SEVEN (7) DAYS FOR VEHICLE LOADING. ALTERNATIVELY, BUGGIES MAY BE USED AFTER THREE (3) DAYS OF CURE TO INSTALL AND INFILL THE EXPOSED AGGREGATE SECTIONS.
- ALLOW SEVEN (7) ADDITIONAL CURE DAYS AFTER THE EXPOSED AGGREGATE SECTIONS ARE POURED FOR VEHICLE LOADING.
- USE HALF-INCH EXPANSION JOINTS BETWEEN EXPOSED AGGREGATE AND REGULAR CONCRETE SECTIONS, AND 1-INCH ALONG BUILDINGS. EXPANSION JOINTS MEASURING GREATER THAN 1-INCH MAY BE REJECTED AND CAUSE FOR CORRECTIVE REPLACEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
- PROTECT ADJACENT REGULAR CONCRETE FROM OVER-SPRAY OF SURFACE RETARDER.
- CAULK EXPANSION JOINTS PER SECTION 715 OF THE CITY SPECIFICATION BOOKLET.

ALLEY CLOSED TO ALL TRAFFIC

24" x 48" ADVANCE WARNING SIGN "A"
INSTALL SIGN ON TYPE III BARRICADE
MINIMUM 4" TALL LETTERS
BLACK LEGEND ON ORANGE BACKGROUND

ALLEY OPEN TO GARBAGE TRUCKS AND LOCAL TRAFFIC ONLY NO PARKING

24" x 48" ADVANCE WARNING SIGN "B"
INSTALL SIGN ON TYPE III BARRICADE
MINIMUM 4" TALL LETTERS
BLACK LEGEND ON ORANGE BACKGROUND

SYMBOL KEY

- TYPE III BARRICADES
- ADVANCED WARNING SIGN
- CHANNELIZING DRUMS
- PHASED CONSTRUCTION AREA

TRAFFIC MAINTENANCE AND CONTROL NOTES:

- THE CITY WILL ALLOW PARTIAL TRAFFIC CLOSURE OF THE ALLEY TO FACILITATE CONSTRUCTION. PROPER ADVANCE NOTICE SHALL BE GIVEN TO THE CITY (MINIMUM 7 DAYS) SO THAT ALL AFFECTED ADJACENT OWNERS CAN BE NOTIFIED. THE FIRST DAY IN WHICH PHASE #1 OF THE ALLEY IS CLOSED, ALL TRASH DUMPSTERS, COMPACTORS, GREASE CONTAINERS, OR OTHER STORAGE CONTAINERS THAT ARE NEEDED ON A REGULAR BASIS IN THE ALLEY SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE DESIGNATED TEMPORARY STORAGE AREA ON THE ALLEY. THE CONTRACTOR SHALL HAVE BARRICADES ON SITE AND READY TO PROPERLY MARK THE PROPOSED STORAGE AREA. THE TRASH AND OTHER CONTAINERS SHALL REMAIN THERE DURING CONSTRUCTION PHASE #1. (ALL BUSINESSES WILL ALSO BE ASKED TO RESCHEDULE DELIVERIES TO EARLY MORNING IF AT ALL POSSIBLE, SO THAT DELIVERY INTO FRONT DOORS CAN BE ACCOMPLISHED.) ONCE PHASE #1 OF THE ALLEY IS READY TO BE OPENED AGAIN, THE CONTRACTOR SHALL RETURN ALL DUMPSTERS, COMPACTORS, GREASE CONTAINERS, OR OTHER STORAGE CONTAINERS TO THEIR PREVIOUS LOCATIONS ACCORDINGLY.
- A MINIMUM OF TEN (10) DAYS PRIOR TO THE PLANNED CLOSURE, THE CONTRACTOR SHALL SUPPLY TWO (2) SPECIAL SIGNS AS NOTED ON THE PLANS TO PROVIDE ADVANCE WARNING THAT PART OF THE ALLEY WILL CLOSE ON A PARTICULAR DAY. THE CONTRACTOR SHALL BE PREPARED TO ACTUALLY FOLLOW THROUGH WITH THE CLOSURE ON THE DATE SELECTED. ONCE CLOSED, FURNISH & OPERATE TYPE III BARRICADES AND ROAD CLOSED SIGNS AT PIERCE STREET & LIMITS OF PHASE 1 OF THE ALLEY TO KEEP ALL VEHICLES OUT.
- THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL, MAINTAIN AND REMOVE TRAFFIC CONTROL DEVICES DURING THE COURSE OF THE PROJECT.
- THE WORK ZONE SHALL BE LEFT IN A SAFE, PASSABLE (FOR PEDESTRIANS) CONDITION EACH NIGHT WHILE THE JOB IS IN PROGRESS, DURING THE PROJECT.
- THE CONTRACTOR SHALL MAINTAIN SIGNS AND BARRICADES AS NECESSARY TO MAINTAIN TRAFFIC ON THIS ROUTE AS SHOWN ON THE TRAFFIC CONTROL DIAGRAMS IN THE DRAWINGS.
- THE CONTRACTOR SHALL ENDEAVOR TO KEEP THE CROSS STREETS AS CLEAN AND DUST FREE AS PRACTICAL DURING CONSTRUCTION, SO THAT THROUGH TRAFFIC AND DRIVEWAY ACCESS CAN BE MAINTAINED AS MUCH AS PRACTICAL.

STAGING NOTES:

CONTRACTOR TO ANTICIPATE STAGING THE PROJECT AS FOLLOWS:

- ORDERING MATERIALS TO MEET THE PROJECT COMPLETION DATES.
- CLOSING THE ALLEY & PERFORMING THE PRECONSTRUCTION VIDEO.
- COORDINATING WITH THE CONTRACTOR/TRADES FOR THE BUILDING UNDER CONSTRUCTION AT 277 PIERCE STREET (THROUGHOUT THE PROJECT).
- FURNISHING AND PLACING PLYWOOD FOR TEMPORARY LAYDOWN AREAS AND TEMPORARY DUMPSTER LOCATIONS TO PROTECT UNDERLYING SURFACES FROM DAMAGE AND STAINING.
- FURNISHING AND OPERATING TEMPORARY RENTAL DUMPSTERS AS REQUIRED.
- MOVING AND RELOCATING EXISTING DUMPSTERS, TRASH CONTAINERS AND GREASE TRAPS TO DESIGNATED TEMPORARY LOCATIONS (AND BACK TO ORIGINAL LOCATIONS AT THE PROJECT COMPLETION - INVENTORY & TAG CONTAINERS BY ADDRESS AS NEEDED).
- PERFORMING SAWCUTING, PAVEMENT REMOVALS, FOUNDATION REMOVALS/INSTALLATIONS AND UNDERGROUND/UTILITY WORK. COORDINATE WORK WITH NEW LIGHT POLE BASE AND CONDUIT INSTALLATION BY DTE.
- PLACING AGGREGATE BASE AND PREPARING FOR FINAL CONCRETE PAVING.
- PERFORMING PAVING (SEE CONCRETE PAVING NOTES).
- FURNISHING AND/OR INSTALLING SIGNAGE AND DUMPSTER SCREENS PER THE PLANS AND SPECIFICATION.
- PROJECT CLEANUP AND TURNOVER.

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.

GENERAL REMOVAL AND CONSTRUCTION NOTES:

1. EXISTING PAVEMENT WITHIN CONSTRUCTION LIMITS SHOWN SHALL BE REMOVED PER APPLICABLE PAY ITEMS.
2. CONTRACTOR SHALL REVIEW EXISTING PERMANENT GROUND TOPOGRAPHIC FEATURES (STEPS, BOLLARDS, GUARDRAILS, ETC.) WITH CITY PRIOR TO CONSTRUCTION TO DETERMINE IF THEY SHALL REMAIN OR BE REMOVED AND REPLACED.
3. WITHIN EXCAVATION LIMITS FOR PROPOSED UTILITIES, DUMPSTER SCREEN-WALL FOUNDATIONS, ETC., CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES BY HAND-DIGGING. IN CASE OF CONFLICT, RELOCATE FOUNDATION(S) AS DIRECTED BY CITY. REPAIR EX. CONCRETE MIN. 4' WIDE FOR AT BOTH SCREEN WALLS.
4. ALL RIM ELEVATIONS FOR EXISTING CLEAN-OUTS, MANHOLES, VALVES, ETC. SHALL BE ADJUSTED FLUSH TO PR. TOP OF PAVMENT ELEVATIONS. COORDINATE WITH UTILITY SERVICE PLANNERS AS REQUIRED FOR FRANCHISED UTILITY RIM ADJUSTMENTS.

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
- BELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- X000.00 GROUND ELEVATION
- PR. CURB & GUTTER REPAIRS
- PR. FULL-DEPTH ASPHALT REPAIR
- PR. 9" CONC. PAVT.
- PR. 9" EXP. AGGREGATE CONCRETE PAVEMENT
- C EX. COMPACTOR
- D EX. DUMPSTER CONTAINER
- G EX. GREASE CONTAINER
- B EX. TRASH BINS

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SEAL

PROJECT
City of Birmingham
W. Maple Alley Reconstruction
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25
T. 2N., R. 10E.
City of Birmingham,
Oakland County, Michigan

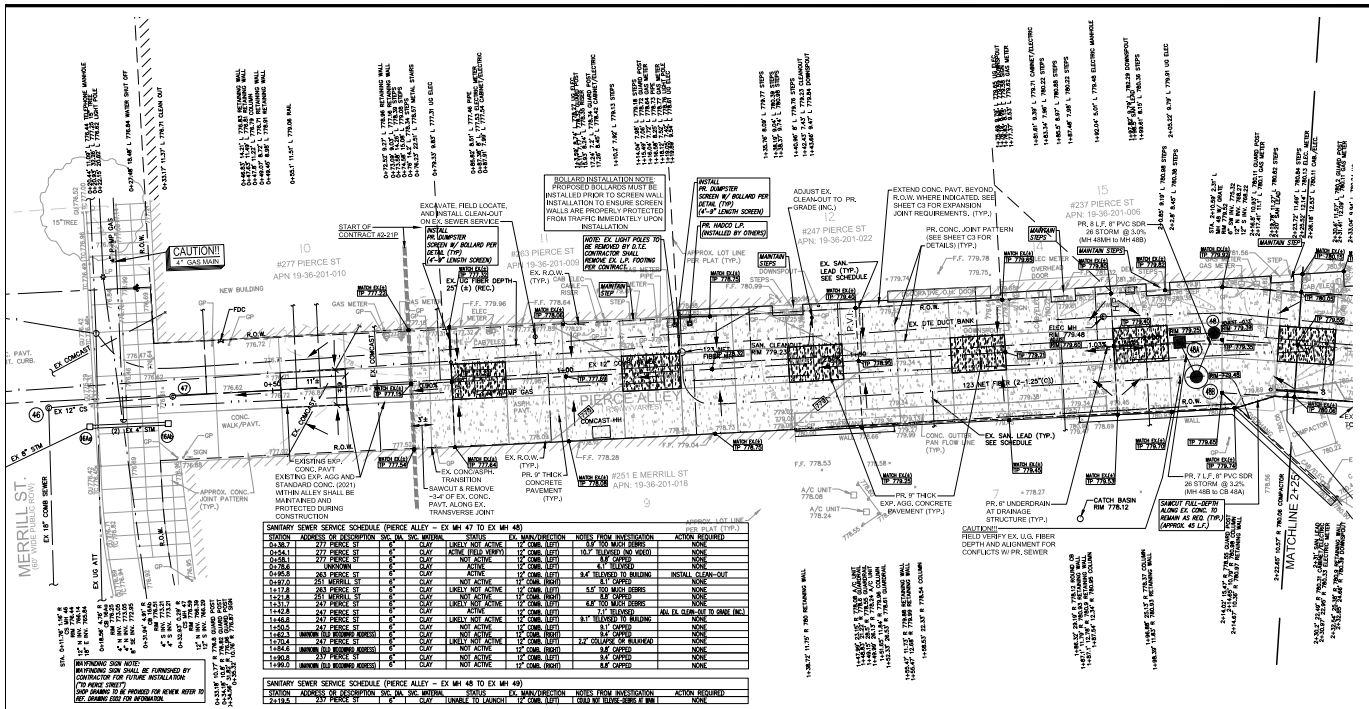
SHEET
Overall & Staging Plan W. Maple Alley

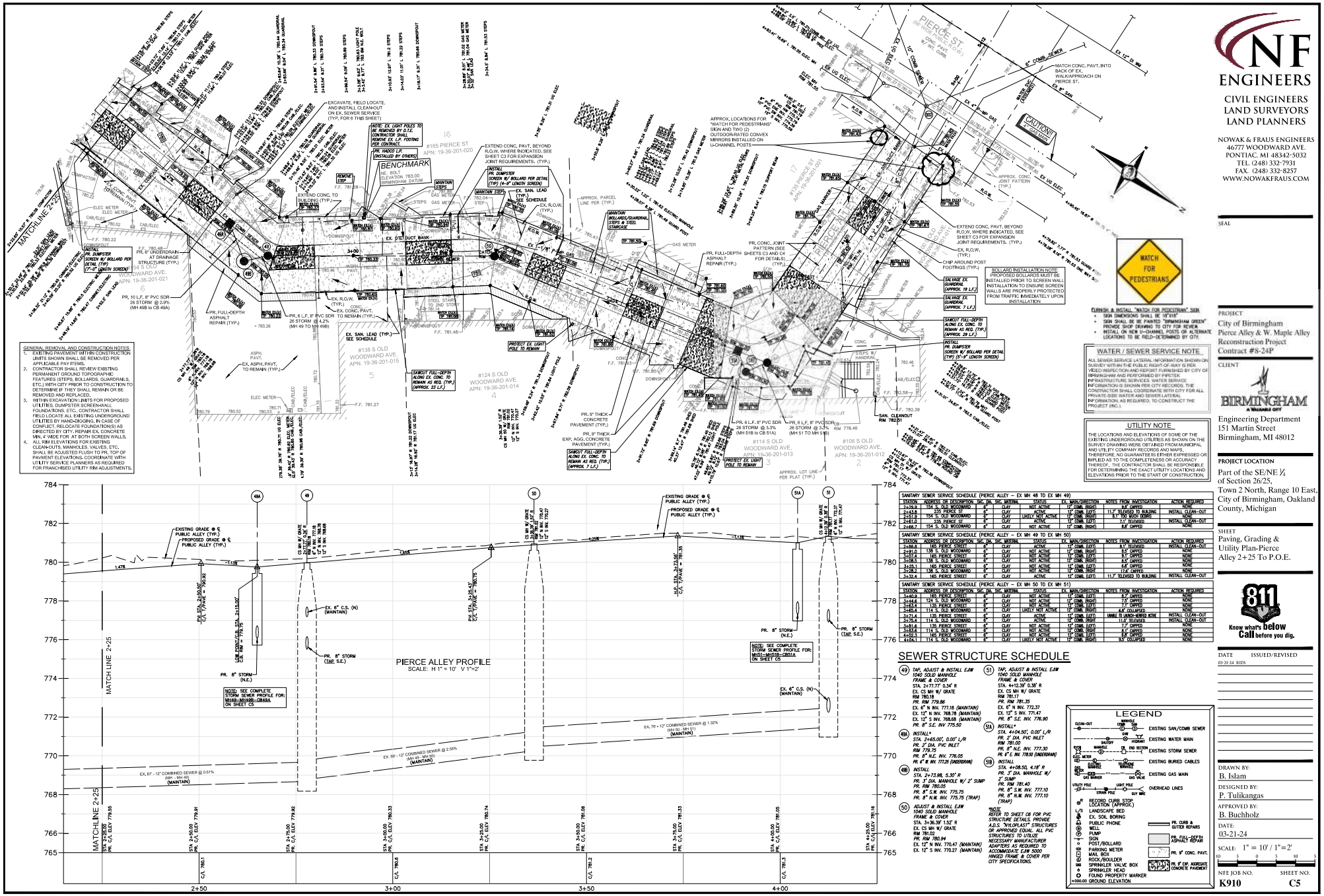
Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-05-24	ISSUED SURVEY

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 02-21-24
SCALE: 1" = 20'

NFE JOB NO. L433-01
SHEET NO. C3


MERRILL ST.
(60' WIDE PUBLIC ROW)
PIERCE ALLEY
(20' WIDE PUBLIC ROW)
#277 PIERCE ST
APN 19-36-201-010
#263 PIERCE ST
APN 19-36-201-009
#247 PIERCE ST
APN: 19-36-201-022
#237 PIERCE ST.
APN: 19-36-201-006
#251 E MERRILL ST
APN: 19-36-201-018
MATCHLINE 2+25
CAUTION!!
4" GAS MAIN
EX. 18" COMB SEWER
EX. 12" CS
EX. 8" STM
EX. 10" ATT
EX. 4" STM
EX. 12" W
EX. 6" W
EX. 8" W
EX. 4" W
EX. 1" W
EX. 2" W
EX. 3/4" W
EX. 1" GAS
EX. 2" GAS
EX. 4" GAS
EX. 6" GAS
EX. 8" 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.



GENERAL REMOVAL AND CONSTRUCTION NOTES:

1. EXISTING PAVEMENT WITHIN CONSTRUCTION LIMITS SHOWN SHALL BE REMOVED PER APPLICABLE PAY ITEMS.
2. CONTRACTOR SHALL REVIEW EXISTING PERMANENT GROUND TOPOGRAPHIC FEATURES (STEPS, BOLLARDS, GUARDRAILS, ETC.) WITH CITY PRIOR TO CONSTRUCTION TO DETERMINE IF THEY SHALL REMAIN OR BE REMOVED AND REPLACED.
3. WITHIN EXCAVATION LIMITS FOR PROPOSED UTILITIES, DUMPSTER SCREEN-WALL FOUNDATIONS, ETC., CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES BY HAND-DIGGING. IN CASE OF CONFLICT, RELOCATE FOUNDATION(S) AS DIRECTED BY CITY'S REPAIR EX. CONCRETE MIN. 4' WIDE FOR AT BOTH SCREEN WALLS.
4. ALL RIM ELEVATIONS FOR EXISTING CLEAN-OUTS, MANHOLES, VALVES, ETC., SHALL BE ADJUSTED FLUSH TO PR. TOP OF PAVEMENT ELEVATIONS. COORDINATE WITH UTILITY SERVICE PLANNERS AS REQUIRED FOR FRANCHISED UTILITY RIM ADJUSTMENTS.

SANITARY SEWER SERVICE SCHEDULE (PIERCE ALLEY – EX MH 48 TO EX MH 49)

STATION	ADDRESS OR DESCRIPTION	SVC. DIA.	SVC. MATERIAL	STATUS	EX. MAIN/DIRECTION	NOTES FROM INVESTIGATION	ACTION REQUIRED
2+39.0	154 S. OLD WOODWARD	6"	CLAY	ACTIVE	12" COMB. (RIGHT)	9.8" CAPPED	NONE
2+43.8	235 PIERCE ST	6"	CLAY	ACTIVE	12" COMB. (LEFT)	11.7" TELEVISED TO BUILDING	INSTALL CLEAN-OUT
2+51.0	154 S. OLD WOODWARD	6"	CLAY	LIKELY NOT ACTIVE	12" COMB. (RIGHT)	8.1' TOO MUCH DEBRIS	NONE
2+61.0	235 PIERCE ST	6"	CLAY	ACTIVE	12" COMB. (LEFT)	7.1' TELEVISED	INSTALL CLEAN-OUT
2+66.7	154 S. OLD WOODWARD	6"	CLAY	NOT ACTIVE	12" COMB. (RIGHT)	8.8' CAPPED	NONE

SANITARY SEWER SERVICE SCHEDULE (PIERCE ALLEY – EX MH 49 TO EX MH 50)

STATION	ADDRESS OR DESCRIPTION	SVC. DIA.	SVC. MATERIAL	STATUS	EX. MAIN/DIRECTION	NOTES FROM INVESTIGATION	ACTION REQUIRED
2+98.4	165 PIERCE STREET	6"	CLAY	ACTIVE	12" COMB. (LEFT)	8.1' TELEVISED	INSTALL CLEAN-OUT
2+91.0	136 S. OLD WOODWARD	6"	CLAY	NOT ACTIVE	12" COMB. (RIGHT)	8.5' CAPPED	NONE
3+07.0	165 PIERCE STREET	6"	CLAY	NOT ACTIVE	12" COMB. (LEFT)	9.1' CAPPED	NONE
3+08.5	136 S. OLD WOODWARD	6"	CLAY	NOT ACTIVE	12" COMB. (RIGHT)	8.5' CAPPED	NONE
3+25.1	165 PIERCE STREET	6"	CLAY	NOT ACTIVE	12" COMB. (LEFT)	6.8' CAPPED	NONE
3+28.2	136 S. OLD WOODWARD	6"	CLAY	NOT ACTIVE	12" COMB. (RIGHT)	17.4' CAPPED	NONE
3+32.4	165 PIERCE STREET	6"	CLAY	ACTIVE	12" COMB. (LEFT)	11.7' TELEVISED TO BUILDING	INSTALL CLEAN-OUT

SANITARY SEWER SERVICE SCHEDULE (PIERCE ALLEY – EX MH 50 TO EX MH 51)

STATION	ADDRESS OR DESCRIPTION	SVC. DIA.	SVC. MATERIAL	STATUS	EX. MAIN/DIRECTION	NOTES FROM INVESTIGATION	ACTION REQUIRED
3+40.9	165 PIERCE STREET	6"	CLAY	NOT ACTIVE	12" COMB. (LEFT)	8.7' CAPPED	NONE
3+44.6	124 S. OLD WOODWARD	6"	CLAY	NOT ACTIVE	12" COMB. (RIGHT)	7.6' CAPPED	NONE
3+63.4	115 PIERCE STREET	6"	CLAY	NOT ACTIVE	12" COMB. (LEFT)	7.1' CAPPED	NONE
3+65.4	114 S. OLD WOODWARD	6"	CLAY	LIKELY NOT ACTIVE	12" COMB. (RIGHT)	4.9' COLLAPSED	NONE
3+71.4	115 PIERCE STREET	6"	CLAY	ACTIVE	12" COMB. (LEFT)	UNABLE TO LAUNCH-HERRO KOVE	INSTALL CLEAN-OUT
3+75.4	114 S. OLD WOODWARD	6"	CLAY	ACTIVE	12" COMB. (RIGHT)	11.0' TELEVISED	INSTALL CLEAN-OUT
3+81.6	135 PIERCE STREET	6"	CLAY	NOT ACTIVE	12" COMB. (LEFT)	7.7' CAPPED	NONE
3+83.4	114 S. OLD WOODWARD	6"	CLAY	NOT ACTIVE	12" COMB. (RIGHT)	8.5' CAPPED	NONE
4+02.2	165 PIERCE STREET	6"	CLAY	NOT ACTIVE	12" COMB. (LEFT)	8.5' CAPPED	NONE
4+04.1	114 S. OLD WOODWARD	6"	CLAY	LIKELY NOT ACTIVE	12" COMB. (RIGHT)	9.2' COLLAPSED	NONE

SEWER STRUCTURE SCHEDULE

(49) TAP, ADJUST & INSTALL E&W 1040 SOLID MANHOLE FRAME & COVER
STA. 2+77.77, 0.34° R
EX. CS MH W/ GRATE
RIM 780.18
PR. RIM 779.86
EX. 6" N. INV. 777.18 (MAINTAIN)
EX. 12" N. INV. 768.78 (MAINTAIN)
EX. 12" S. INV. 768.68 (MAINTAIN)
PR. 8" S.E. INV 775.50

(49A) INSTALL*
STA. 2+45.00', 0.00° L/R
PR. 2' DIA. PVC INLET
RIM 779.75
PR. 8" N.E. INV. 776.05
PR. 6" N.W. INV. 777.25 (UNDERDRAIN)

(49B) INSTALL
STA. 2+23.98, 5.30° R
PR. 3' DIA. MANHOLE W/ 2" SUMP
PR. RIM 780.05
PR. 8" S.W. INV. 775.75
PR. 8" N.W. INV. 775.75 (TRAP)

(50) ADJUST & INSTALL E&W 1040 SOLID MANHOLE FRAME & COVER
STA. 3+36.39' 1.52° R
EX. CS MH W/ GRATE
RIM 780.05
PR. RIM 780.94
EX. 12" N. INV. 770.47 (MAINTAIN)
EX. 12" S. INV. 770.27 (MAINTAIN)

(51) TAP, ADJUST & INSTALL E&W 1040 SOLID MANHOLE FRAME & COVER
STA. 4+12.90' 0.38° R
EX. CS MH W/ GRATE
RIM 781.11
PR. RIM 781.35
EX. 6" N. INV. 772.37
EX. 12" S. INV. 771.47
PR. 8" S.E. INV. 776.90

(51A) INSTALL*
STA. 4+04.50', 0.00° L/R
PR. 2' DIA. PVC INLET
RIM 781.00
PR. 8" N.E. INV. 777.30
PR. 6" E. INV. 778.50 (UNDERDRAIN)

(51B) INSTALL
STA. 4+08.50, 4.18° R
PR. 3' DIA. MANHOLE W/ 2' SUMP
PR. RIM 781.40
PR. 8" S.W. INV. 777.10
PR. 8" N.W. INV. 777.10 (TRAP)

*NOTE: REFER TO SHEET C6 FOR PVC STRUCTURE DETAILS. PROVIDE A.D.S. "N-YLOPLAST" STRUCTURES OR APPROVED EQUAL. ALL PVC STRUCTURES TO UTILIZE NECESSARY MANUFACTURER ADAPTERS AS REQUIRED TO ACCOMMODATE E&W 5000 HINGED FRAME & COVER PER CITY SPECIFICATIONS.

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
- PR. CURB & GUTTER REPAIRS
- PR. FULL-DEPTH ASPHALT REPAIR
- PR. 8" CONC. PVMT.
- PR. 6" EXP. AGGREGATE CONCRETE PAVEMENT

WATCH FOR PEDESTRIANS

FLANISH & INSTALL "WATCH FOR PEDESTRIAN" SIGN
- SIGN DIMENSIONS SHALL BE 18"x18"
- SIGN SHALL BE BE PAINTED "BIRMINGHAM GREEN" PROVIDE SHOP DRAWING TO CITY FOR REVIEW.
- INSTALL ON NEW U-CHANNEL POSTS OR ALTERNATE LOCATIONS TO BE FIELD-DETERMINED BY CITY.

WATER / SEWER SERVICE NOTE

ALL SEWER SERVICE LATERAL INFORMATION SHOWN ON SURVEY WITHIN THE PUBLIC RIGHT-OF-WAY IS PER VIDEO INSPECTION AND REPORT FURNISHED BY CITY OF BIRMINGHAM AND PERFORMED BY PIPETEK INFRASTRUCTURE SERVICES. WATER SERVICE INFORMATION IS SHOWN PER CITY RECORDS. THE CONTRACTOR SHALL COORDINATE WITH CITY FOR ALL PRIVATE-SIDE WATER AND SEWER LATERAL INFORMATION, AS REQUIRED, TO CONSTRUCT THE PROJECT (INC.).

UTILITY NOTE

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NF ENGINEERS
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LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
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PONTIAC, MI 48342-5032
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WWW.NOWAKFRAUS.COM

SEAL

PROJECT
City of Birmingham
Pierce Alley & W. Maple Alley
Reconstruction Project
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SE/NE ¼ of Section 26/25, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

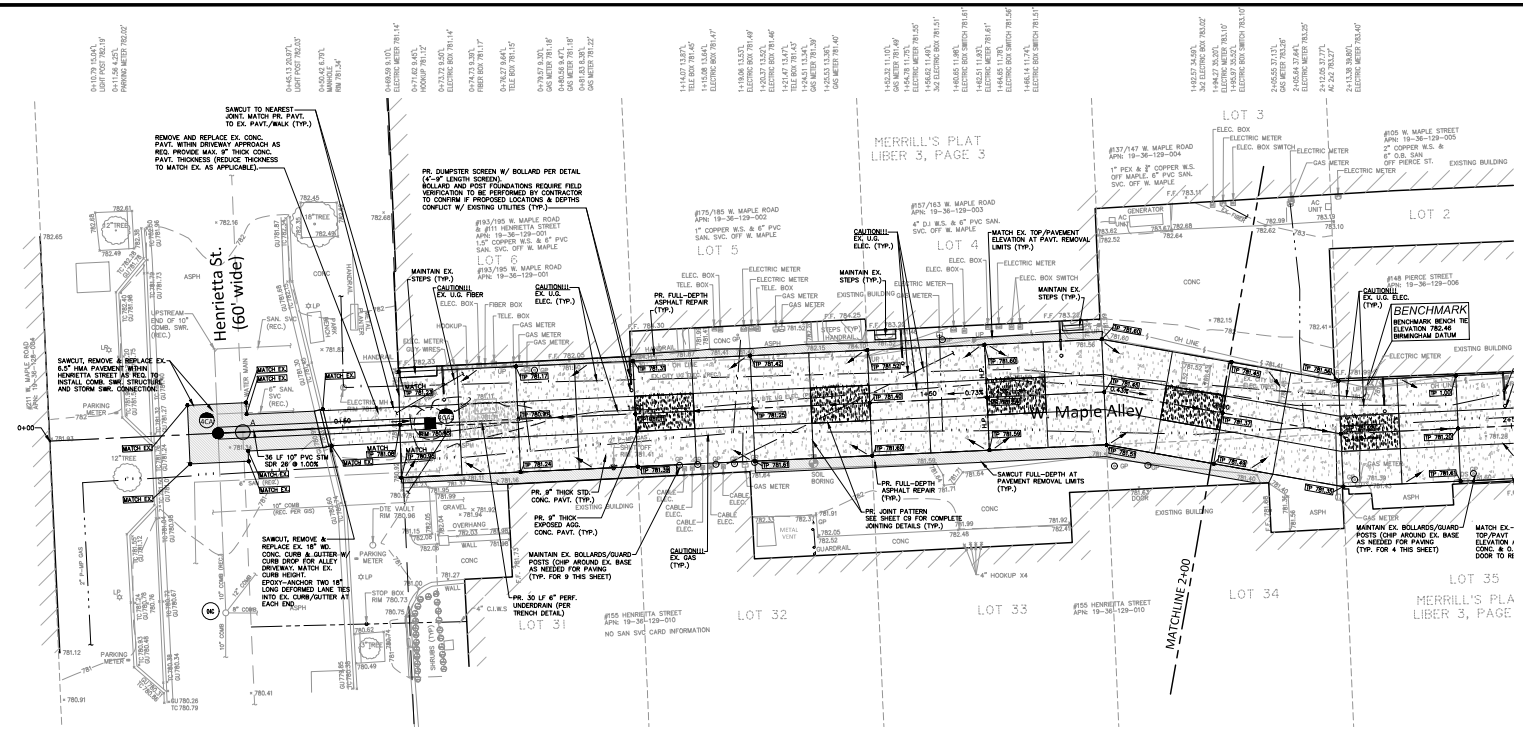
SHEET
Paving, Grading & Utility Plan-Pierce Alley 2+25 To P.O.E.

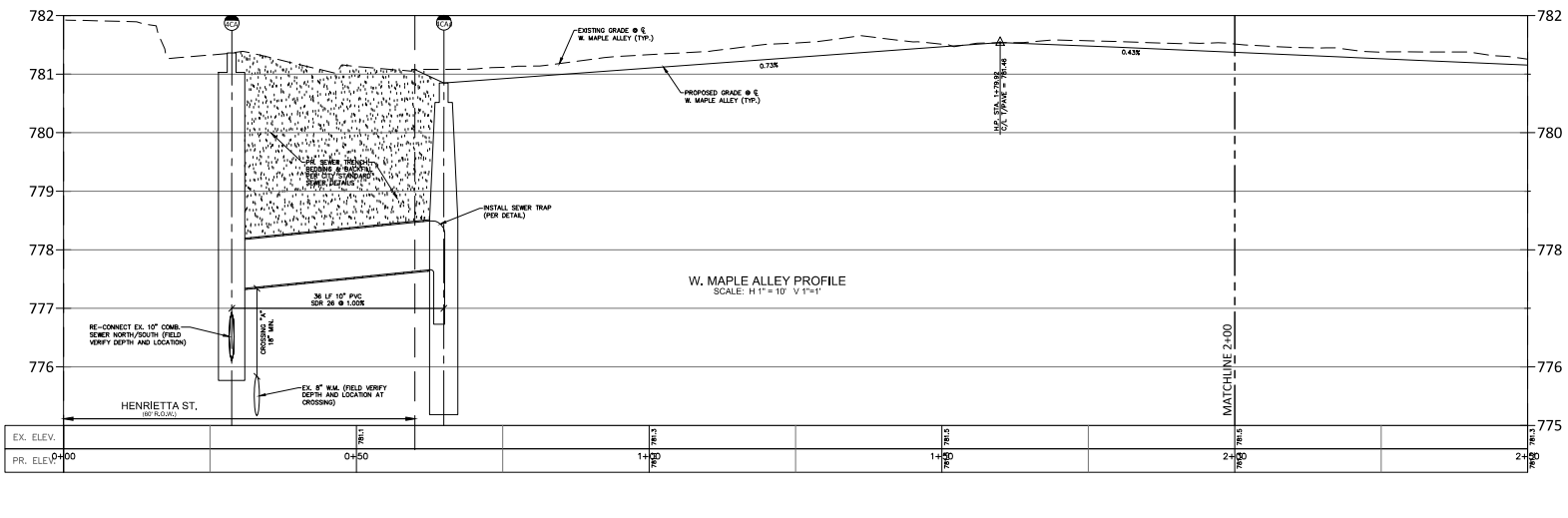
811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-21-24	BIDS

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-21-24
SCALE: 1" = 10' / 1"=2'

NFE JOB NO. K910
SHEET NO. C5





Storm Drainage Structure Schedule	
Structure Name	Structure Details
#4CA CONSTRUCT PR. 4' DIA. COMB. SEWER MANHOLE ONLINE OF EX. 10" COMB. SEWER (RECONNECT EX. 10" SEWER N/S, APPROX. INV. 776.10, V.I.F.)	PR. RIM 781.36 PR. 10" E. INV. 777.32 EX. 10" N. INV. 776.10 EX. 10" S. INV. 776.10
#4CAa PR. 4' DIA. CATCH BASIN W/ 2' SUMP AND TRAP	PR. RIM 780.85 PR. 10" W. INV. 777.68

UTILITY CROSSING SCHEDULE

A PR. 10" STORM, B/P 777.35
EX. 8" WM, T/P 775.86 (V.I.F.)
PROVIDE 1.5' (18") CLEARANCE

GRADING LEGEND	
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
MATCH EX	MATCH EX. ELEVATION

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
- PR. CURB & GUTTER REPAIRS
- PR. FULL-DEPTH ASPHALT REPAIR
- PR. 9" CONC. PVMT.
- PR. 9" AGG. CONCRETE PAVEMENT

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SEAL

PROJECT
City of Birmingham
W. Maple Alley Reconstruction
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25
T. 2N., R. 10E.
City of Birmingham,
Oakland County, Michigan

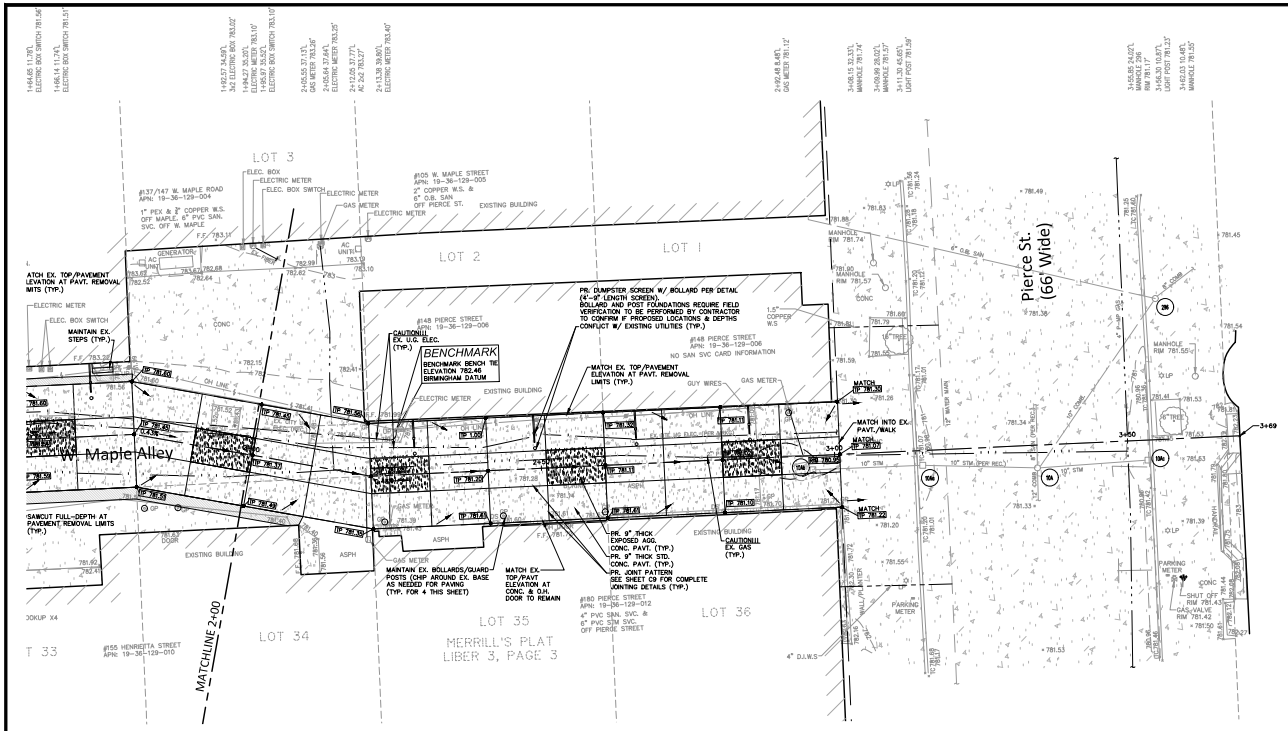
SHEET
Paving, Grading & Utility
Plan-W. Maple Alley P.O.B.
To 2+00

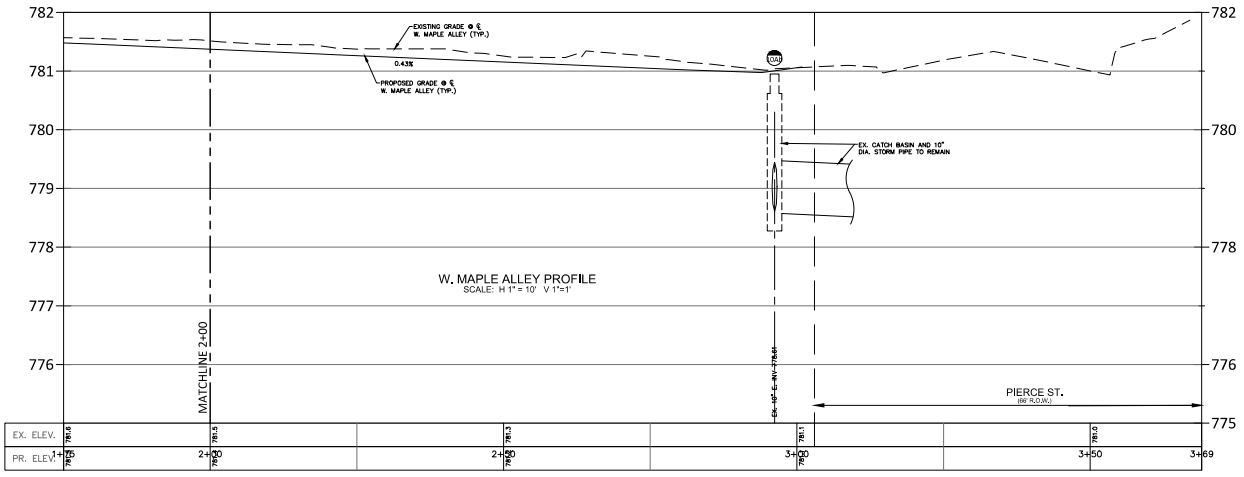
811 Know what's below Call before you dig.

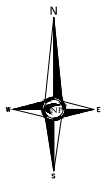
DATE	ISSUED/REVISED
03-05-24	ISSUED SURVEY

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 02-21-24
SCALE: 1" = 10' / 1"=1'

NFE JOB NO. L433-01
SHEET NO. C6







GRADING LEGEND

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
MATCH EX	MATCH EX. ELEVATION

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SEAL

PROJECT
City of Birmingham
W. Maple Alley Reconstruction
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼
of Section 25
T. 2N., R. 10E.
City of Birmingham,
Oakland County, Michigan

SHEET
Paving, Grading & Utility
Plan-W. Maple Alley 2+00
To P.O.E.

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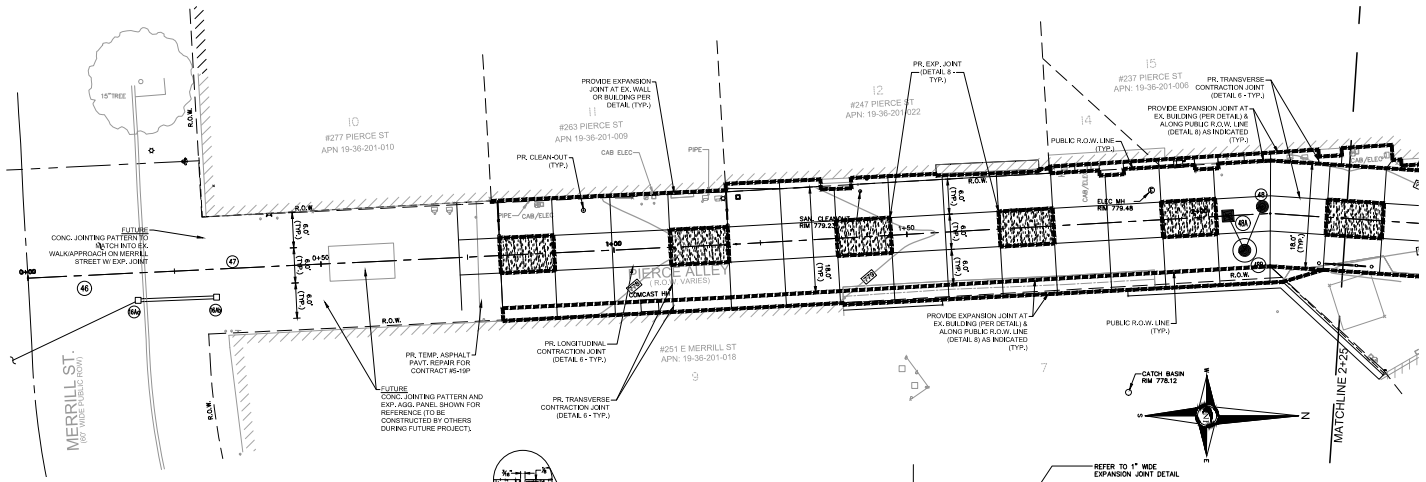
DATE	ISSUED/REVISED
03-05-24	ISSUED SURVEY

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 02-21-24
SCALE: 1" = 10' / 1"=1'

NFE JOB NO. L433-01
SHEET NO. C7

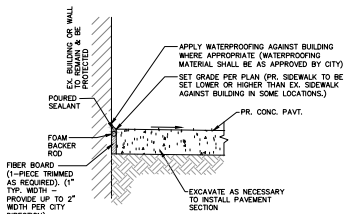


PAVEMENT JOINT NOTES

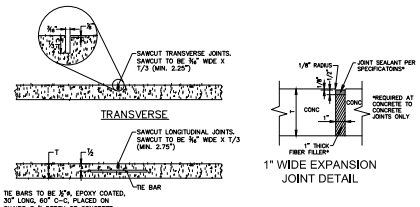
REFER TO THE CITY OF BIRMINGHAM STANDARD PAVING DETAILS FOR ALL JOINT DETAILS.

INSTALL DETAIL #6 JOINTS FOR ALL TRANSVERSE JOINTS.

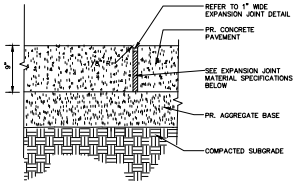
EXPANSION JOINTS SHALL BE 1", UNLESS OTHERWISE DIRECTED BY THE CITY.



JOINT DETAIL AT BUILDING OR WALL
N.T.S.



1" WIDE EXPANSION JOINT DETAIL

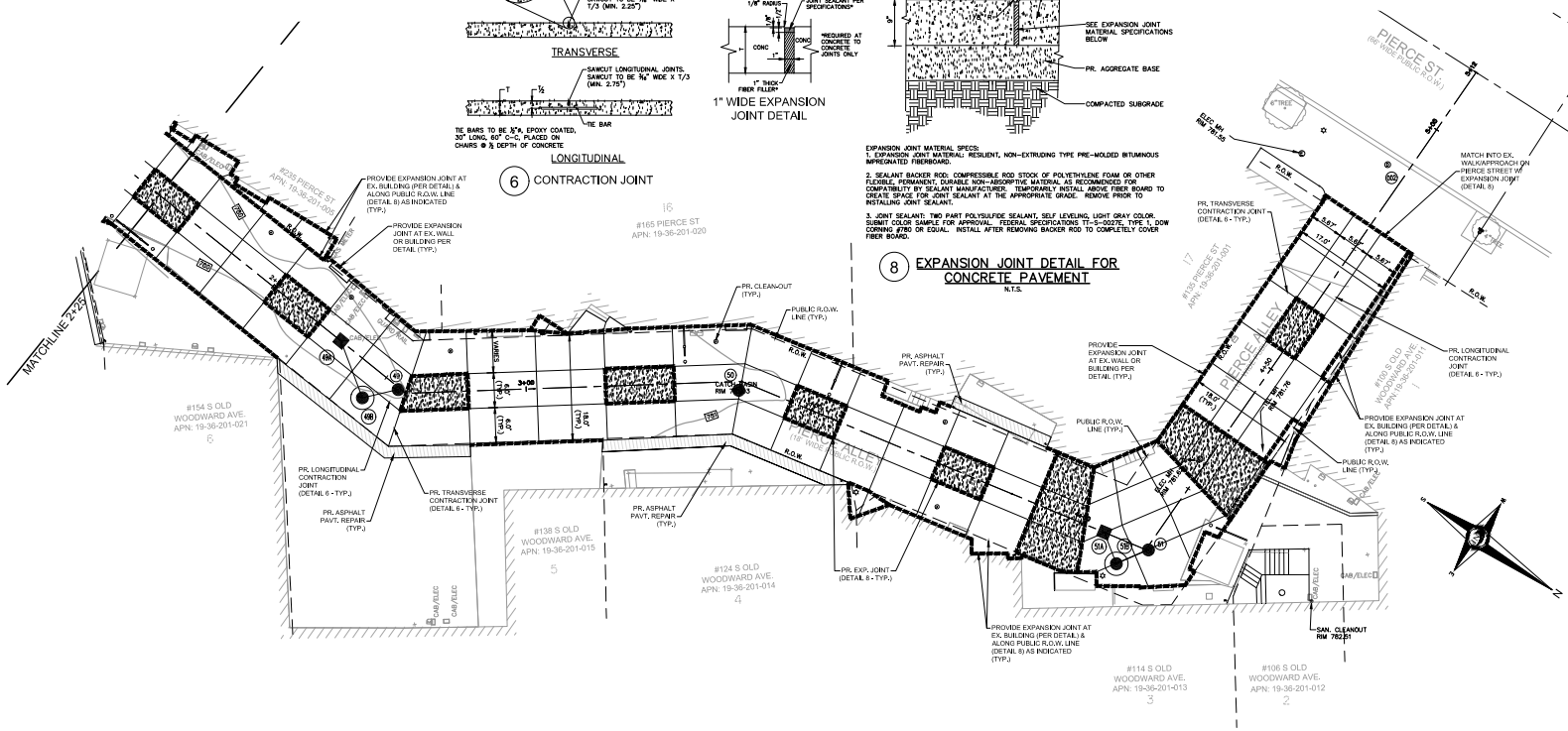


EXPANSION JOINT MATERIAL SPECS:
1. EXPANSION JOINT MATERIAL: RESILIENT, NON-EXTRUDING TYPE PRE-MOLDED BITUMINOUS IMPREGNATED FIBERBOARD.

2. SEALANT BACKER ROD: COMPRESSIBLE ROD STOCK OF POLYETHYLENE FOAM OR OTHER FLEXIBLE, PERMANENT, DURABLE NON-ABSORPTIVE MATERIAL AS RECOMMENDED FOR COMPATIBILITY BY SEALANT MANUFACTURER. TEMPORARILY INSTALL ABOVE FIBER BOARD TO CREATE SPACE FOR JOINT SEALANT AT THE APPROPRIATE GRADE. REMOVE PRIOR TO INSTALLING JOINT SEALANT.

3. JOINT SEALANT: TWO PART POLYSULFIDE SEALANT, SELF LEVELING, LIGHT GRAY COLOR. SUBMIT COLOR SAMPLE FOR APPROVAL. FEDERAL SPECIFICATIONS TT-S-00276, TYPE 1, DOW CORNING #780 OR EQUAL. INSTALL AFTER REMOVING BACKER ROD TO COMPLETELY COVER FIBER BOARD.

8 EXPANSION JOINT DETAIL FOR CONCRETE PAVEMENT
N.T.S.



UTILITY NOTE

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LEGEND

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- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
- RECORD CURB STOP LOCATION (APPROX.)
- L/S LANDSCAPE BED
- EX. SOIL BORING
- PUBLIC PHONE
- WELL
- PUMP
- SIGN
- POST/BOLLARD
- PARKING METER
- MAIL BOX
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- SPRINKLER VALVE BOX
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SEAL

PROJECT
City of Birmingham
Pierce Alley & W. Maple Alley
Reconstruction Project
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SE/NE ¼ of Section 26/25, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

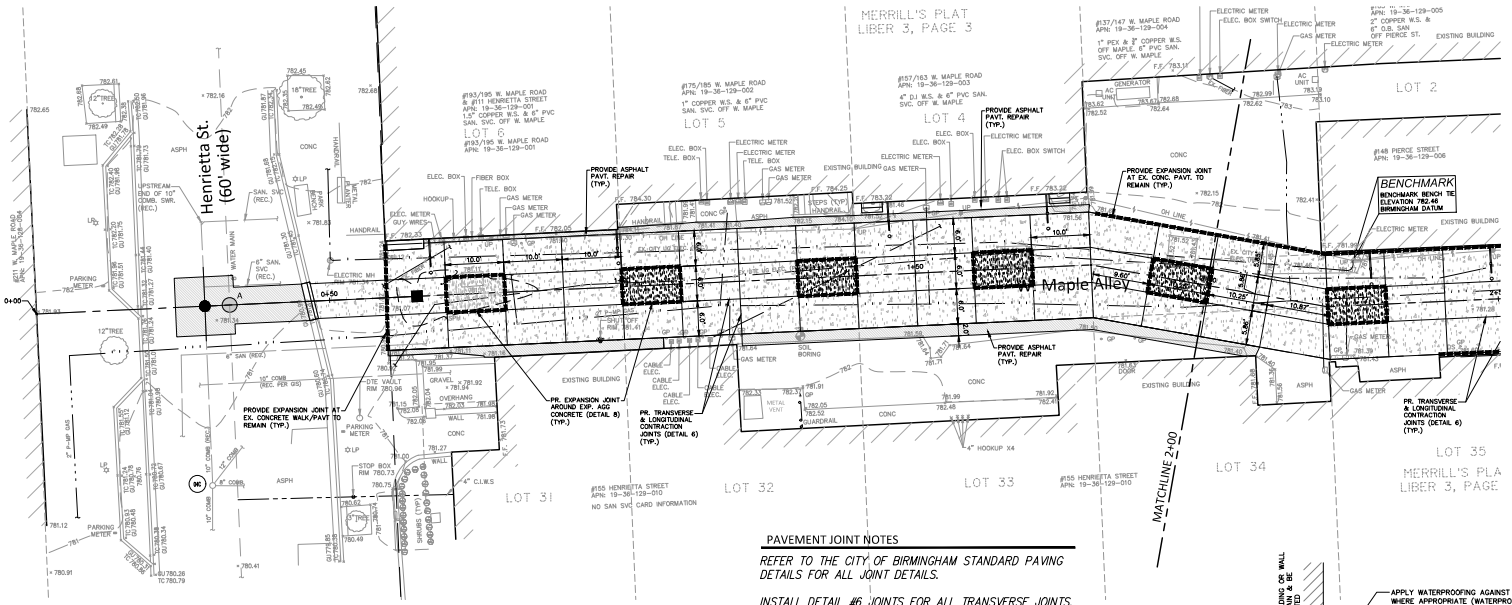
SHEET
Joint Layout & Dimension Plan P.O.B. To P.O.E. Pierce Alley

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-21-24	BIDS

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-21-24
SCALE: 1" = 10'

NFE JOB NO. K910
SHEET NO. C8



PAVEMENT JOINT NOTES

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INSTALL DETAIL #6 JOINTS FOR ALL TRANSVERSE JOINTS.

EXPANSION JOINTS SHALL BE 1", UNLESS OTHERWISE DIRECTED BY THE CITY.

JOINT DETAIL AT BUILDING OR WALL

N.T.S.

EXPANSION JOINT DETAIL FOR CONCRETE PAVEMENT

N.T.S.

EXPANSION JOINT MATERIAL SPECS:

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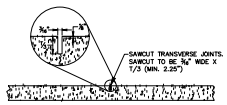
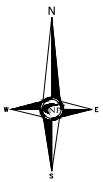
1" WIDE EXPANSION JOINT DETAIL



6 CONTRACTION JOINT



LEGEND

- EXISTING SAN/COMB SEWER
- EXISTING WATER MAIN
- EXISTING STORM SEWER
- EXISTING BURIED CABLES
- EXISTING GAS MAIN
- OVERHEAD LINES
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- PARKING METER
- MAIL BOX
- ROCK/BOULDER
- SPRINKLER VALVE BOX
- SPRINKLER HEAD
- FOUND PROPERTY MARKER
- x000.00 GROUND ELEVATION
- PR. CURB & GUTTER REPAIRS
- PR. FULL-DEPTH ASPHALT REPAIR
- PR. 9" CONC. PAVT.
- PR. 9" EXP. AGGREGATE CONCRETE PAVEMENT

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.NFE-ENGR.COM

SEAL

PROJECT
City of Birmingham
W. Maple Alley Reconstruction
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SW ¼ of Section 25 T. 2N., R. 10E. City of Birmingham, Oakland County, Michigan

SHEET
Joint Layout & Dimension Plan P.O.B. To P.O.E. W. Maple Alley

811 Know what's below Call before you dig.

DATE	ISSUED/REVISED
03-05-24	ISSUED SURVEY

DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 02-21-24
SCALE: 1" = 10'

NFE JOB NO. L433-01
SHEET NO. C9

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 1-1/2" BITUMINOUS MIXTURE No. 13A AND 1-1/2" BITUMINOUS MIXTURE No. 36A. IF THE EXISTING DRIVEWAY IS GREATER THAN 3" 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 P1M REQUIREMENTS.

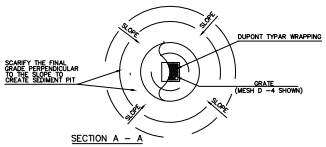
   CONCRETE FLATWORK: PORTLAND CEMENT TYPE IA (AIR-ENTRAINED), WITH A MINIMUM CEMENT CONTENT OF SIX SACKS PER CUBIC YARD, MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3,500 PSI AND A SLUMP OF 1.5 TO 3 INCHES.

   ALL CONCRETE PAVEMENT AND FLATWORK MIXES USED ON THIS PROJECT SHALL COMPLY WITH A MINIMUM GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS) SUBSTITUTION OF THIRTY-FIVE (35) PERCENT SUBJECT TO SEASONAL LIMITATIONS PER THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2003 EDITION.

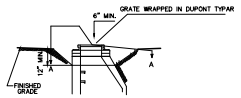
   ASPHALT: BASE COURSE – 21AA CRUSHED LIMESTONE AGGREGATE (8" THICK)
   LEVELING COURSE – MDOT HMA MIXTURE NO. 13A (MAX. APPLICATION RATE 330 POUNDS PER SQUARE YARD)
   SURFACE COURSE – MDOT HMA MIXTURE NO. 13A (MAX. APPLICATION RATE 165 POUNDS PER SQUARE YARD)
   BOND COAT – MDOT SS-1H EMULSION AT 0.10 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. SHALL BE ALLOWED IN CONFORMANCE WITH M.D.O.T. TIER 1 REQUIREMENTS.

STORM SEWER NOTES (where applicable)

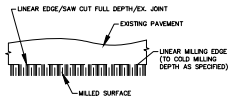
1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY. THE MUNICIPALITY STANDARD NOTES, DETAILS AND SPECIFICATIONS SHALL BE INCORPORATED AS PART OF THESE PLANS.
2. ALL STORM SEWER TRENCHES UNDER OR WITHIN THREE (3) FEET OF EXISTING OR PROPOSED PAVEMENT SHALL BE BACK FILLED WITH MDOT CLASS II MATERIAL (SAND) AND BE MACHINE COMPACTED TO A MINIMUM OF 95 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.



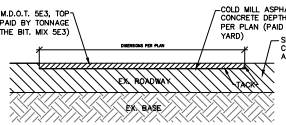
SECTION A – A



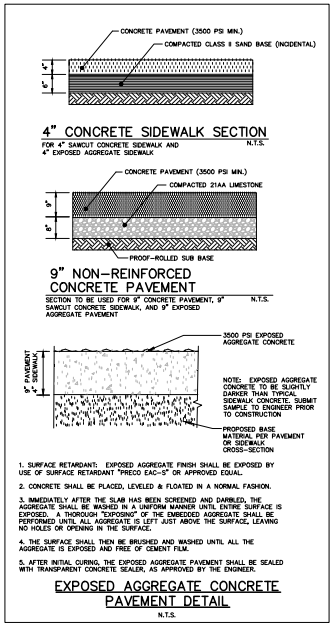
LOW POINT INLET FILTER & SEDIMENT PIT DETAIL
N.T.S.



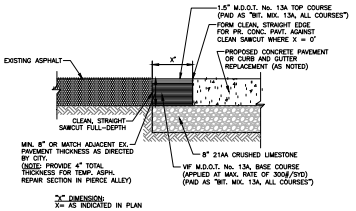
LINEAR MILLING/SAWCUT EDGE DETAIL
PLAN VIEW N.T.S.



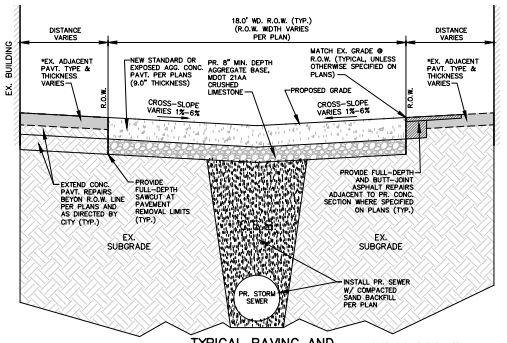
COLD MILL ASPHALT DETAIL
N.T.S.



EXPOSED AGGREGATE CONCRETE PAVEMENT DETAIL
N.T.S.



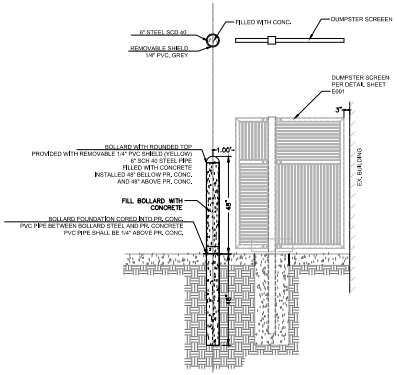
ASPHALT PAVEMENT REPAIR SECTION
APPLIES TO ALL ASPHALT PAVEMENT REPAIRS N.T.S.



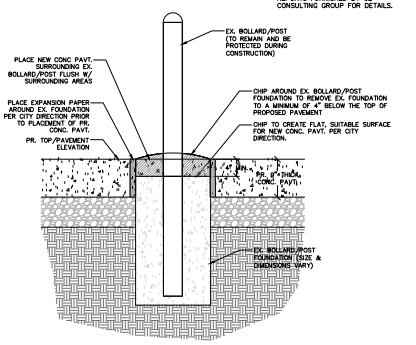
TYPICAL PAVING AND GRADING SECTION
APPLIES TO ALL AREAS OF CONCRETE PAVEMENT REMOVAL & REPLACEMENT N.T.S.

*EXISTING PAVEMENT NOTE:
EX. PAVT WITHIN PIERCE STREET ALLEY AND WEST MAPLE ALLEY CONSISTS OF COMPOSITE PAVT. CROSS-SECTION WITH 4-6 INCHES OF ASPHALT PAVT. OVER 6-8 INCHES OF CONCRETE BASE PAVT. (PIERCE ALLEY) AND 2-3 INCHES OF ASPHALT PAVT. OVER 6-11 INCHES OF CONCRETE BASE PAVT. (W. MAPLE ALLEY).

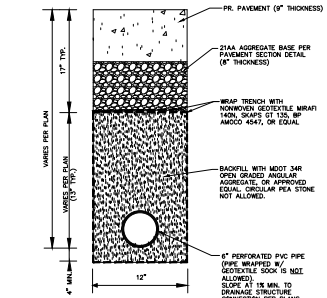
REFER TO GEOTECHNICAL INVESTIGATION REPORTS FURNISHED BY G2 CONSULTING GROUP FOR DETAILS.



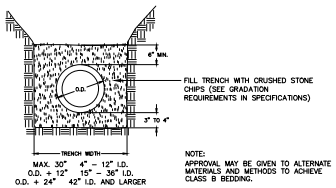
BOLLARD AT DUMPSTER SCREEN DETAIL
N.T.S.



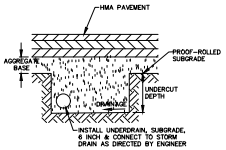
CHIP AROUND EX. BOLLARD/POST DETAIL
N.T.S.



6" PERFORATED PIPE UNDERDRAIN DETAIL
N.T.S.



NOTE: APPROVAL MAY BE GIVEN TO ALTERNATE MATERIALS AND METHODS TO ACHIEVE CLASS B BEDDING.
STANDARD PIPE BEDDING
N.T.S.



UNDERCUT DETAIL
N.T.S.

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SEAL

PROJECT
City of Birmingham
Pierce Alley & W. Maple Alley Reconstruction Project
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SE/NE ¼ of Section 26/25, Town 2 North, Range 10 East, City of Birmingham, Oakland County, Michigan

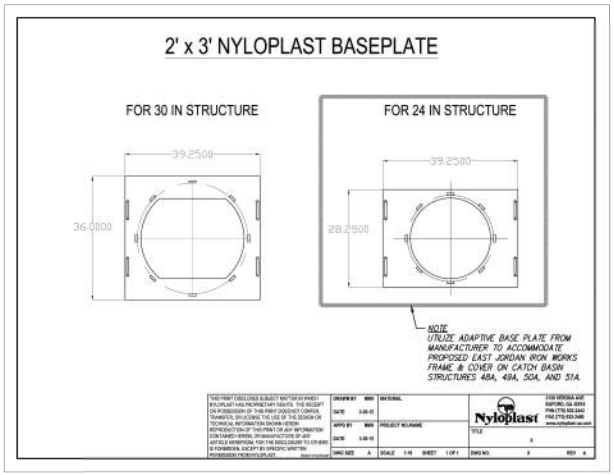
SHEET
Notes & Details

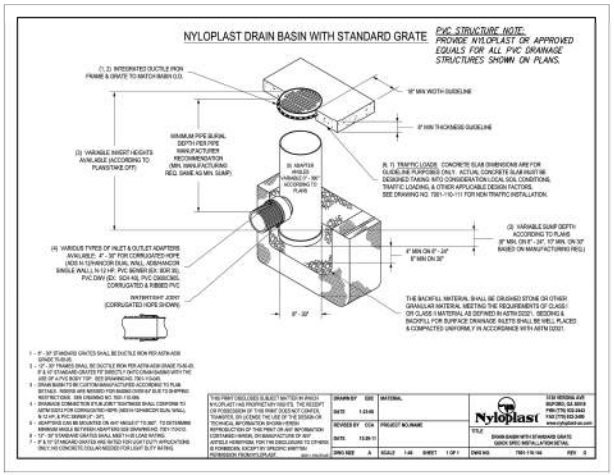
811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03-21-24	BIDS

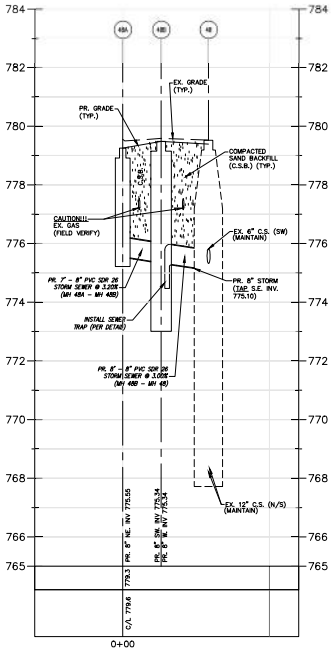
DRAWN BY: B. Islam
DESIGNED BY: P. Tulikangas
APPROVED BY: B. Buchholz
DATE: 03-21-24
SCALE: N.T.S.

NFE JOB NO. K910
SHEET NO. C10

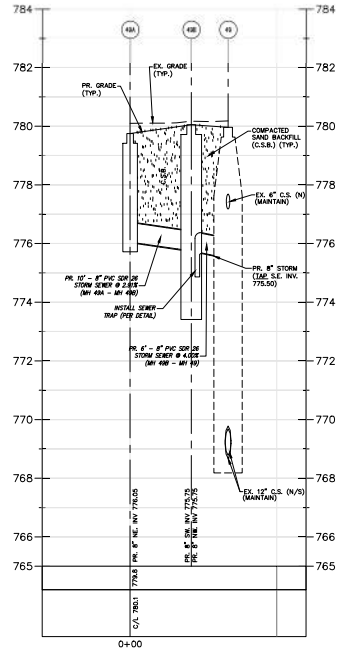




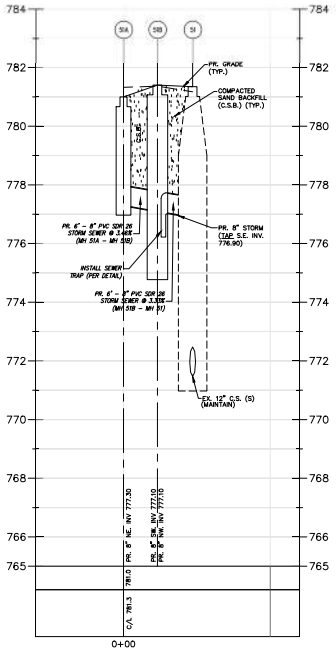
NO.	ITEM DESCRIPTION	PAY UNIT	QUANTITY PER SHEET SHEET C4 PIERCE ALLEY	SHEET C5 PIERCE ALLEY	SHEET C6 W. MAPLE ALLEY	SHEET C7 W. MAPLE ALLEY	TOTAL PLAN QUANTITY
	SEWER PAY ITEMS						
1	8" Storm Sewer, PVC SDR 26, Trench A	LF	15	28	0	0	43
2	10" Storm Sewer, PVC SDR 26, Trench A	LF	0	0	86	0	86
3	Sewer Tap, 8"	EA	1	2	0	0	3
4	Install Sewer Service Clean-Out	EA	1	6	0	0	7
5	8" Perforated Pipe Underdrain (No Sock- 30 @ each CB/Inlet structure)	LF	30	60	30	0	120
6	New 4'-0" Combined Manhole, Construct Drains, Pre-Cast Concrete	EA	0	0	1	0	1
7	New 3'-0" Storm Manhole with 2' Sump and Trap, Pre-Cast Concrete	EA	1	2	0	0	3
8	New 3'-0" Storm Catch Basin with 2' Sump and Trap, Pre-Cast Concrete	EA	0	0	1	0	1
9	New 2'-0" Storm Inlet, PVC	EA	1	2	0	0	3
10	Reconstruct Manhole (if and where needed)	VF	0	0	0	0	00
11	Remove & Replace Structure Cover (as directed by City)	LB	0	0	0	0	1,500
	SUBTOTAL SEWER PAY ITEMS						
	PAVING PAY ITEMS						
12	Earth Excavation	CY	100	158	105	68	430
13	Subgrade Undercutting	CY	25	40	30	25	115
14	Salvage Ex. Coarse	LF	0	28	0	0	28
15	Removing Pavement Full Depth	SY	305	303	350	213	1,450
16	Chip Aswell Bollard/Post Footing	EA	6	18	6	6	54
17	Bituminous Mixture No. 13A, All Courses	TON	0	10	21	2	33
18	Aggregate Base, MDOT 21AA Limestone, 8"	SY	304	308	351	309	1,466
19	<See Base Bid and Alternate #1 Pay Item Below>						
20	<See Base Bid and Alternate #1 Pay Item Below>						
21	Remove and Replace Concrete Curb and Gutter	LF	0	0	7	0	7
22	Adjust Structure Cover	EA	2	4	0	0	6
	SUBTOTAL PAVING PAY ITEMS						
	GENERAL PAY ITEMS						
23	Mobilization (5% MAX)	LS	-	-	-	-	1
24	Traffic Maintenance & Control	LS	-	-	-	-	1
25	Maintenance Aggregate	LS	-	-	-	-	1
26	Water and Sewer Allowance	LS	-	-	-	-	1
27	Preconstruction Video	LS	-	-	-	-	1
28	Removing Street Light Foundation	EA	1	1	0	0	2
29	New Signs	SF	-	-	-	-	25
30	Outdoor-Rated Correx Mirror	EA	0	2	0	0	2
31	Sign Post, U-Channel	LF	60	36	0	0	96
32	Dumpster Excess, Including Foundation	LF	13	23	20	13	70
33	Steel Bollard, 6", Including PVC Sheet	EA	2	5	6	6	19
34	Inlet Filter	EA	2	2	1	1	6
35	Inlet Sediment Pit	EA	1	2	1	0	4
	BASE BID "EXPOSED AGGREGATE CONCRETE PER PLAN"						
	BASE BID - PAVING PAY ITEMS						
19	Concrete Pavement, Non-reinforced, 9"	SY	320	452	255	182	1,209
20	Concrete Pavement, Non-reinforced, 9" Exposed Aggregate	SY	34	82	34	20	170
	BASE BID - GENERAL PAY ITEMS						
36	Alley Rental - Pierce Alley	DAYS	-	-	-	-	
37	Alley Rental - W. Maple Alley	DAYS	-	-	-	-	
	SUBTOTAL BASE BID ITEMS						
	ALTERNATE #1 "SWAP EXPOSED AGG. CONCRETE FOR STD. CONCRETE"						
	ALTERNATE #1 - PAVING PAY ITEMS						
19	Concrete Pavement, Non-reinforced, 9"	SY	354	534	289	202	1,379
20	Concrete Pavement, Non-reinforced, 9" Exposed Aggregate	SY	0	0	0	0	0
	ALTERNATE #1 - GENERAL PAY ITEMS						
36	Alley Rental - Pierce Alley	DAYS	-	-	-	-	
37	Alley Rental - W. Maple Alley	DAYS	-	-	-	-	
	SUBTOTAL ALTERNATE #1 ITEMS						



STORM SEWER PROFILES
(MH48 - MH48B - CB48A)



STORM SEWER PROFILES
(MH49 - MH49B - CB49A)



STORM SEWER PROFILES
(MH51 - MH51B - CB51A)

NOTE:
WITHIN EXCAVATION LIMITS FOR PROPOSED UTILITIES CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES BY HAND-DIGGING.

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SEAL

PROJECT
City of Birmingham
Pierce Alley & W. Maple Alley
Reconstruction Project
Contract #8-24P

CLIENT
BIRMINGHAM
A WALKABLE CITY
Engineering Department
151 Martin Street
Birmingham, MI 48012

PROJECT LOCATION
Part of the SE/NE ¼
of Section 26/25,
Town 2 North, Range 10 East,
City of Birmingham, Oakland
County, Michigan

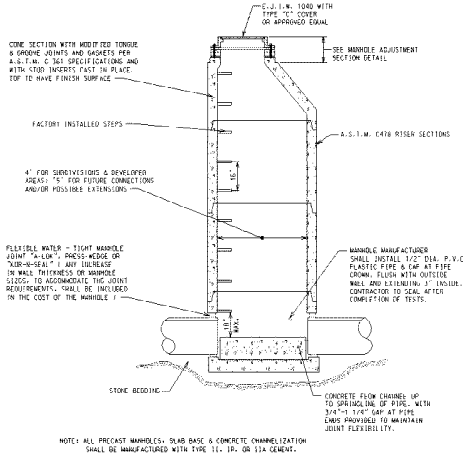
SHEET
Special Details, Storm
Profiles, & Quantities

811
Know what's below
Call before you dig.

DATE	ISSUED/REVISED
03-21-24	BIDS

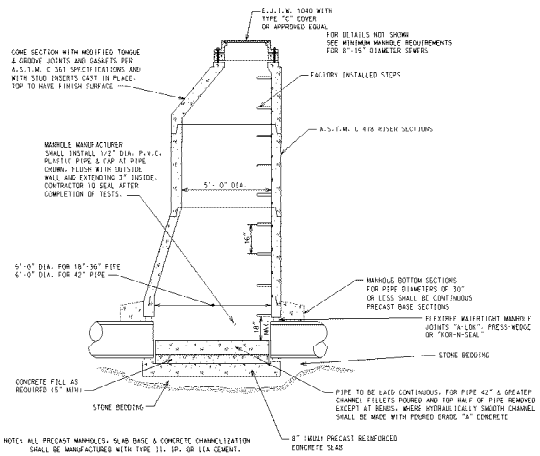
DRAWN BY:
B. Islam
DESIGNED BY:
P. Tulikangas
APPROVED BY:
B. Buchholz
DATE:
03-21-24
SCALE: 1" = 10' / 1"=2'
10 5 0 5 10

NFE JOB NO. K910
SHEET NO. C11



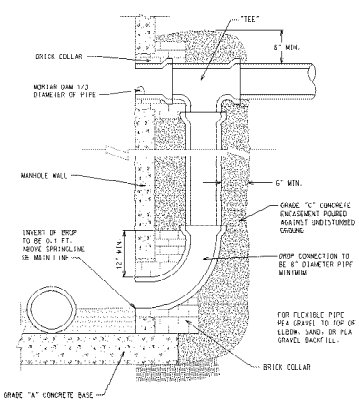
SEWER MANHOLE

(8" THRU 15" DIA. SEWERS)

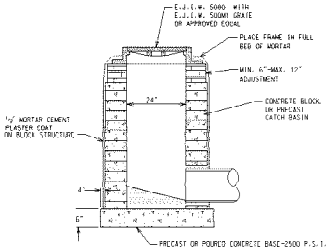


SEWER MANHOLE

(18" THRU 42" DIA. SEWERS)

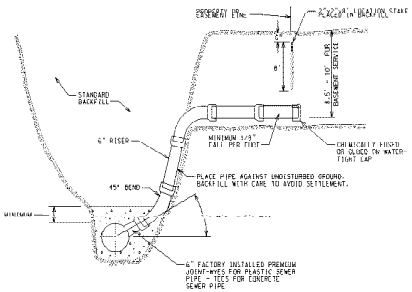


EXTERNAL DROP CONNECTION



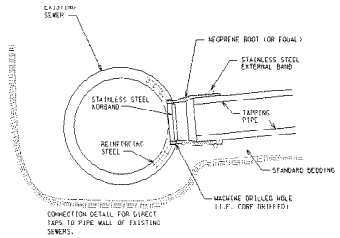
2 FT. DIAMETER INLET

NOTE:
FOR CATCH BASINS OR INLETS WITHIN 1400 AREAS USE E.J.I.W. 1040 WITH TYPE "N" COVER OR APPROVED EQUAL



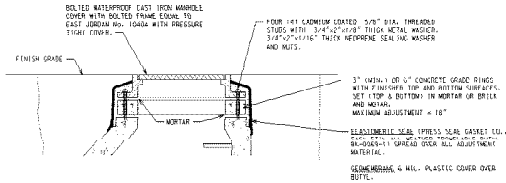
BUILDING LEAD DETAIL

0' - 15' COVER

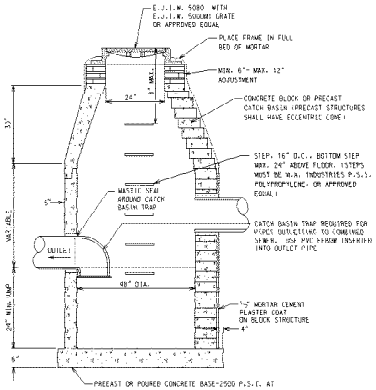


KOR-N-TEE TAP FOR CONCRETE

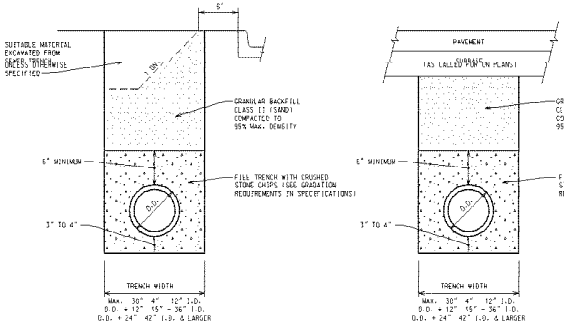
NO SCALE



SANITARY MANHOLE ADJUSTMENT SECTION DETAIL



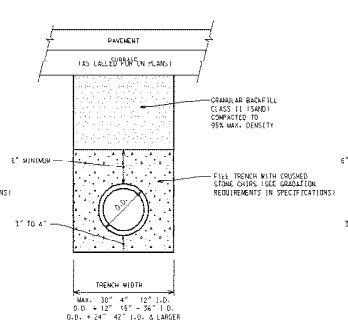
4 FT. DIAMETER CATCH BASIN

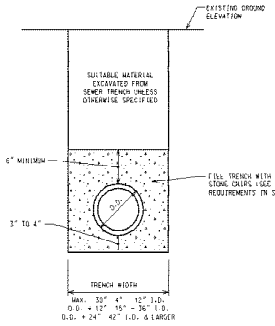


TRENCH DETAIL "A"

SEWER UNDER ROAD BED OR WITHIN THE INFLUENCE OF ROAD BED

NOT TO SCALE

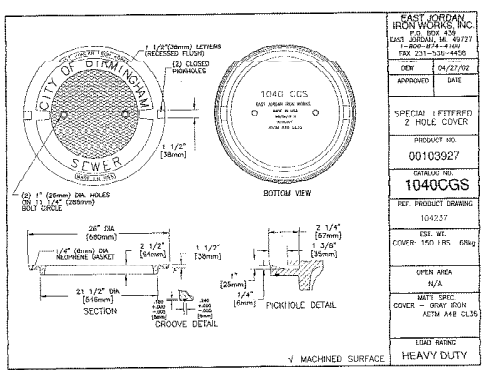




TRENCH DETAIL "B"

SEWER NOT UNDER ROAD BED

NOT TO SCALE



EAST JORDAN IRON WORKS, INC.
P.O. BOX 43
EAST JORDAN, MI 49727
1-800-874-4441
FAX 231-536-4456

DRN	04/27/02
APPROVED	DATE

SPECIAL LETTERED 2 HOLE COVER

PRODUCT NO.: 00103927

CATALOG NO.: 1040CGS

REF. PRODUCT DRAWING: 104237

ESE. WT.: COVER- 150 LBS. 68kg

OPEN AREA: N/A

MATT. SPEC.: COVER - GRAY IRON ASTM A48 CL35

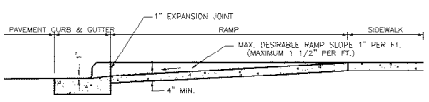
LOAD RATING: HEAVY DUTY

City of Birmingham

151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

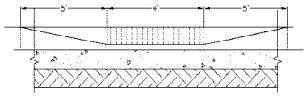
SEWER STANDARD DETAILS

DATE	DESCRIPTION REVISION	DRAWN	PROJECT NO.	SHEET NO.
		CHECKED	DATE 10/24/01 3:07	
		APPROVED	SCALE	



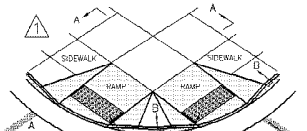
SECTION A–A

N.T.S.



SECTION D–D

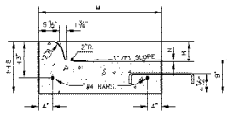
N.T.S.



SIDEWALK RAMP TYPE 1

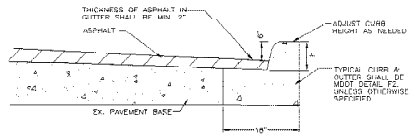
(TWO RAMPS ARE SHOWN)

N.T.S.



THE "H" DIMENSION SHALL BE AS SPECIFIED, TO ENABLE A MINIMUM 6" CURB HEIGHT. H = TBD

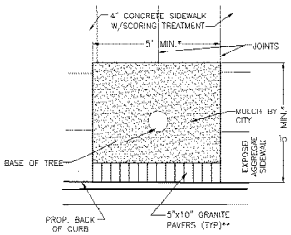
DETAIL	DIMENSIONS M	DIMENSIONS N	LANE TIES	CONCRETE CU. YD./LIN. FT.
F1	1'-6"	7/8"	AS SHOWN	0.0484
F2	1'-6"	7/8"	OMITTED	0.0484



MDOT DETAIL F

(WITH ASPHALT OVERLAY)

N.T.S.



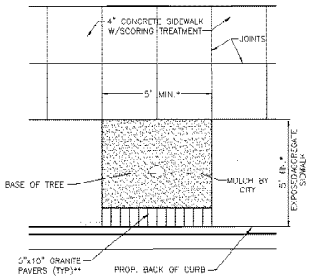
TREE WELL DETAIL #1

N.T.S.

NOTE:
INSTALL 2 – 2" PVC SLEEVES BETWEEN TREE WELLS FOR FUTURE UNDERGROUND IRRIGATION, AS REQUIRED. INSTALLATION PER THE CITY OF BIRMINGHAM STANDARDS. TIE INTO PROPOSED WATER METER PITS.

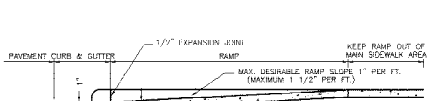
*TREE WELL NOTE:
TREE WELL DIMENSIONS CAN BE MODIFIED BASED ON RIGHT-OF-WAY CONSTRAINTS.

**GRANITE PAVER NOTE:
TREE WELLS ADJACENT TO PARALLEL PARKING SPACES ON A STREET, GRANITE PAVERS SHALL BE "CARNELIAN" (COLOR) BY COLD SPRING GRANITE COMPANY SET IN A FULL MORTAR BED WHERE INDICATED ON THE DRAWINGS. SUBMIT SAMPLES OF PAVERS (FOR COLOR AND FINISH) AND GROUT COLOR TO CITY OF BIRMINGHAM ENGINEERING FOR APPROVAL. LAYOUT PATTERN IS AS NOTED IN THE PLANS.



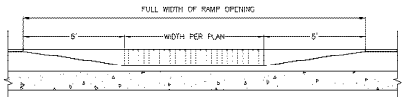
TREE WELL DETAIL #2

N.T.S.



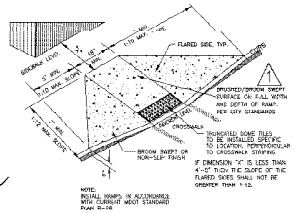
SECTION G–G

N.T.S.



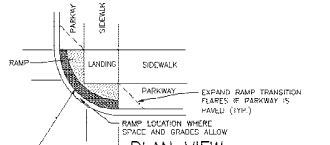
SECTION H–H

N.T.S.



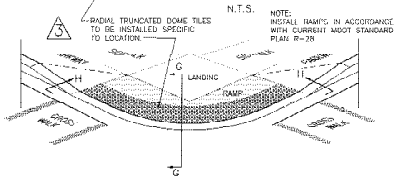
CURB RAMP FOR DISABLED

N.T.S.



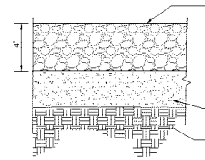
PLAN VIEW

N.T.S.



SIDEWALK RAMP TYPE 3

N.T.S.



EXPOSED AGGREGATE SIDEWALK PROCEDURE:

1. SURFACE RETARDANT: EXPOSED AGGREGATE FINISH SHALL BE EXPOSED BY USE OF SURFACE RETARDANT "PRECO EAC-S" OR APPROVED EQUAL.

2. CONCRETE SHALL BE PLACED, LEVELED & FLOATED IN A NORMAL FASHION (SEEDING WILL NOT BE PERMITTED).

3. IMMEDIATELY AFTER THE SLAB HAS BEEN SCREENED AND DARBLED. THE AGGREGATE SHALL BE WASHED IN A UNIFORM MANNER UNTIL ENTIRE SURFACE IS EXPOSED. A THOROUGH "EXPOSING" OF THE EMBEDDED AGGREGATE SHALL BE PERFORMED UNTIL ALL AGGREGATE IS LEFT JUST ABOVE THE SURFACE, LEAVING NO HOLES OR OPENING IN THE SURFACE.

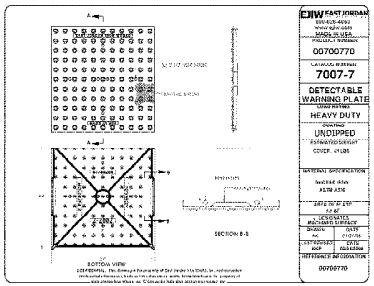
4. THE SURFACE SHALL THEN BE BRUSHED AND WASHED UNTIL ALL THE AGGREGATE IS EXPOSED AND FREE OF CEMENT FILM.

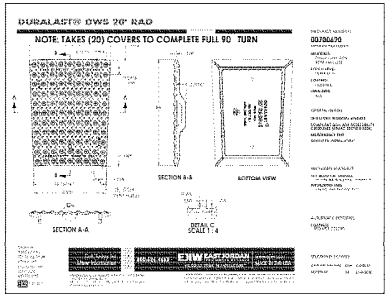
5. AFTER INITIAL CURING, THE EXPOSED AGGREGATE SIDEWALK SHALL BE SEALED WITH TRANSPARENT CONCRETE SEALER, AS APPROVED BY THE ENGINEER.

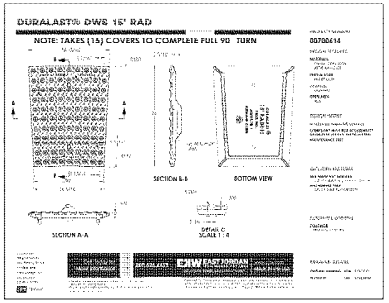
EXPOSED AGGREGATE WALK DETAIL

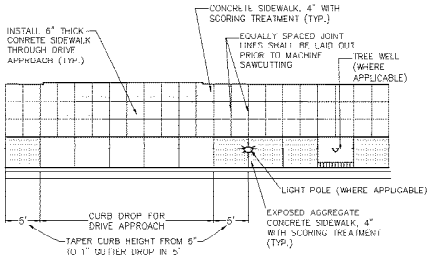
N.T.S.

3 HANDICAP TRUNCATED DOMES



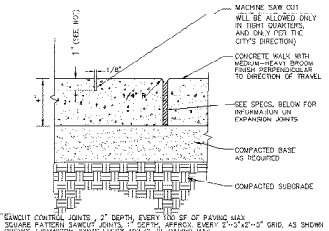






CONCRETE DRIVE APPROACH & SIDEWALK JOINT LAYOUT

N.T.S.



1. SAWCUT CONTROL JOINTS, 2" DEPTH, EVERY 100 SF OF PAVING MAX.
2. SQUARE PATTERN SAWCUT JOINTS, 1" DEPTH, APPROX. EVERY 2'-0"x2'-0" GRID, AS SHOWN
3. PREMOLD EXPANSION JOINTS EVERY 400 SF OF PAVING MAX.

EXPANSION JOINT MATERIAL SPECS:

1. EXPANSION JOINT MATERIAL RESILIENT, NON-EXTRUDING TYPE PREMOLDED BITUMINOUS IMPREGNATED FIBERBOARD.

2. SEALANT BACKER ROD: COMPRESSIBLE ROD STOCK OF POLYETHYLENE FOAM OF OTHER FLEXIBLE, NONABSORBENT, DURABLE NON-ABSORPTIVE MATERIAL AS RECOMMENDED FOR COMPATIBILITY BY SEALANT MANUFACTURE. TEMPORARILY INSTALL ABOVE FIBER BOARD TO CREATE SPACE FOR JOINT SEALANT AT THE APPROPRIATE DEPTH. REMOVE PRIOR TO INSTALLING JOINT SEALANT.

3. JOINT SEALANT: TWO PART POLYSULFIDE SEALANT SELF LEVELING, LIGHT GRAY COLOR. SUBMIT COLOR SAMPLE FOR APPROVAL. FEDERAL SPECIFICATIONS TT-S-00230, TYPE I, DOW CORNING #890 OR EQUAL. INSTALL AFTER REMOVING BACKER ROD TO COMPLETELY CONCRETE FIBER BOARD.

SAWCUT AND EXPANSION JOINT DETAIL FOR CONCRETE SIDEWALK

N.T.S.

CONCRETE SIDEWALK MIX DESIGNS:

PLAIN CONCRETE MIX:

SAND: 2NS SAND, ASTM C-33 1350 POUNDS
COURSE AGGREGATE: 8AA LIMESTONE PRESQUE ISLE ASTM C-33 1980 POUNDS
CEMENT: TYPE I, ASTM C150 588 POUNDS
WATER: CITY TAP WATER 31.5 GALLONS
ADMIXTURE: ASTM C260, DAREX A.E.A. BY W.R. GRACE CO. 11.3 OZ./CU. YD.

EXPOSED AGGREGATE CONCRETE MIX:

SAND: 2NS SAND, ASTM C-33 1080 POUNDS
COURSE AGGREGATE: 17A* ASTM C-33 1980 POUNDS
CEMENT: TYPE I, ASTM C150 588 POUNDS
WATER: CITY TAP WATER 31.5 GALLONS
ADMIXTURE: ASTM C260, DAREX A.E.A. BY W.R. GRACE CO. 11.3 OZ./CU. YD.

* PEBBLE, WASHED, SUBMIT SAMPLE

CONCRETE STRENGTH SHALL BE 3,500 PSI AT 28 DAYS, WITH 6% + OR – ENTRAINED AIR. MIX DESIGN SHALL NOT HAVE LESS THAN 6.25 SACKS OF CEMENT PER CUBIC YARD AND SHALL BE APPROVED BY THE CITY OF BIRMINGHAM ENGINEERING.

NOTES:

1. SURFACE TEXTURE OF SIDEWALK RAMPS SHALL BE THAT OBTAINED BY A COURSE BROOMING, TRANSVERSE TO THE SLOPE OF THE RAMP.

2. CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON SIDEWALK RAMPS, FREE OF SAGS AND SHORT GRADE CHANGES.

3. IF POSSIBLE, DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. EXCEPT WHERE EXISTING DRAINAGE STRUCTURES ARE BEING UTILIZED IN THE NEW CONSTRUCTION, LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER LOCATION OF DRAINAGE STRUCTURE.

4. SIDEWALK RAMP 3 SHALL BE INSTALLED ONLY AT THE CITY'S DIRECTION.

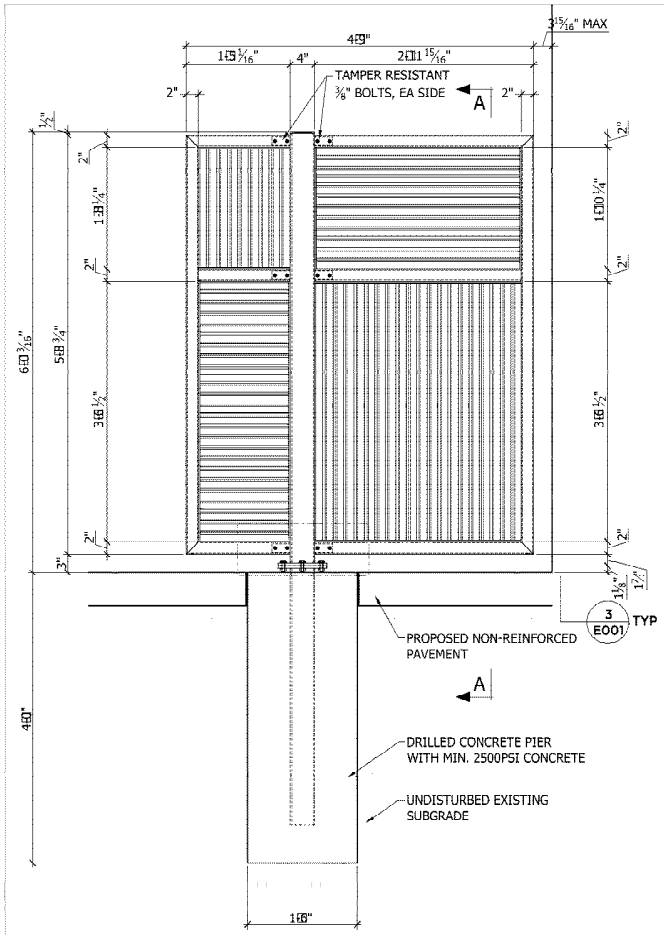
5. REMOVE AND REPLACE CONCRETE CURB AND GUTTER SECTION AT CURB DROPS ON NON-ASPHALT SURFACED GUTTERS. USE EXISTING JOINTS OR SAW CUT FOR JOINTS. SAW CUT AT 18" FROM BACK OF CURB (FOR CURVED SECTIONS SAW CUT AT MINIMUM OF 12" AND AT A MAXIMUM OF 24" FROM BACK OF CURB). TIE NEW CONCRETE SECTION TO EXISTING PAVEMENT WITH HOOK BOLTS OR RED HEADS AT MAXIMUM OF 40" O.C.

REVISIONS REVISIONS No.		DATE	BY
1	Added Truncated Dome details	07-05-07	City
2	Revised Truncated Dome details	06-28-08	City
3	Added Radial Dome details	01 10 14	City

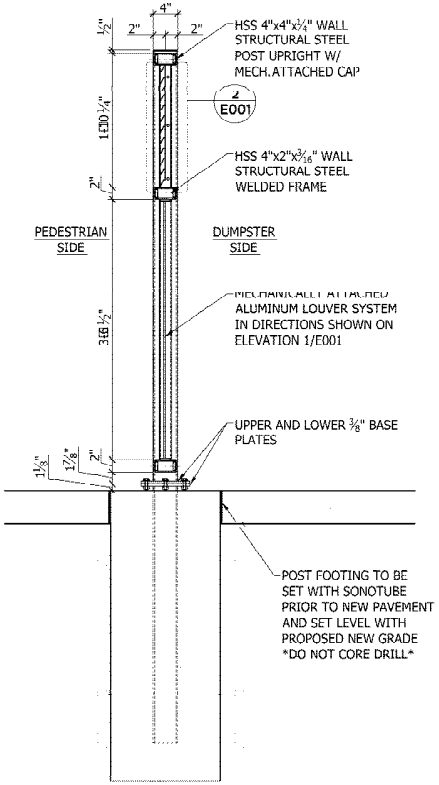
CITY OF BIRMINGHAM, MICHIGAN
ENGINEERING DEPARTMENT

CBD STREETSCAPE STANDARD DETAILS

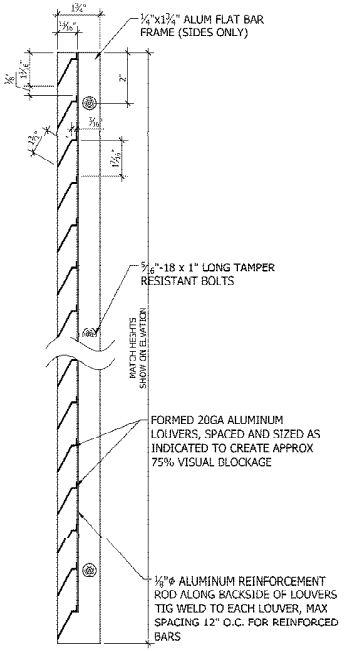
SCALE: HORIZONTAL
VERTICAL
ACCT NO
DRAWN BY: NF
APPROVED BY
CHECKED BY
CITY ENGINEER
SHEET OF SHEETS
DATE: April 4, 2003



1 DUMPSTER SCREEN ELEVATION
Scale: 1 1/4" = 1'-0"



SECTION A-A
SCALE : 1 1/4" = 1'-0"



2 LOUVER SECTION DETAIL
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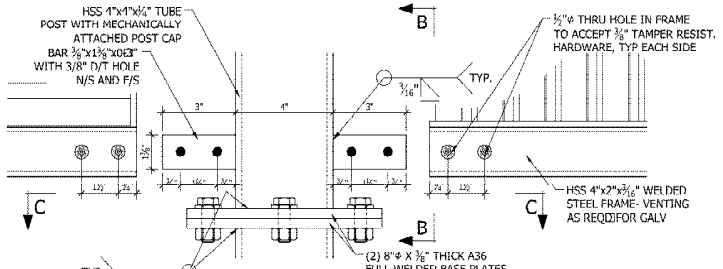

3 POST TO PANEL CONNECTION
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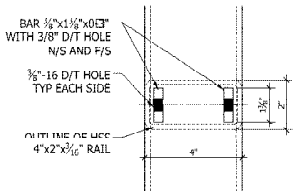
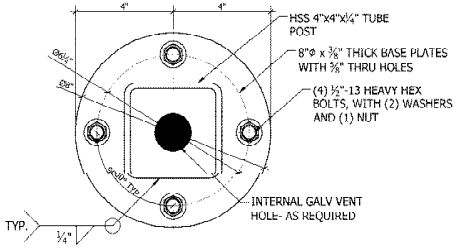


SECTION B-B
SCALE : 5" = 1'-0"



SECTION C-C
SCALE : 5" = 1'-0"

FUTURE FABRICATING
FUTURE FABRICATING
23450 REGENCY PARK DRIVE
WARREN, MI 48089
PHONE (586)-755-7080
FAX (586)-755-7456
www.futurefabricating.com
AISC & SSPC CERTIFIED PLANT

JOB NUMBER: 14-2228

PROJECT NAME: HAMILTON ALLEY WAY

CUSTOMER: NOWAK & FRAUS

TYPICAL NOTES- STEEL:
- ALL BARS, PLATES, AND SHAPES ARE GRADE ASTM A 36, UN. NTD.
- ALL TUBE IS ASTM A 500, GR. B, UN. NTD.
- ALL PIPE IS ASTM A 53, UN. NTD.
- ALL WELDS ARE PER AWS D1.1 "STRUCTURAL WELDING CODE - STEEL."
- WELDS ARE COMPLIANT WITH NOMMAST/VOLUNTARY JOINT FINISH GUIDELINES" FOR FINISH #3 - "PARTIALLY DRESSED WITH SPATTER REMOVED," UN. NTD.
- HARDWARE SUPPLIED MILL-FINISH, UN. NTD.
- REVIEW ALL MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT AND INCORPORATE ANY ADDITIONAL NOTES FOUND BELOW.
- VENT HOLES WHERE REQUIRED

TYPICAL NOTES- ALUMINUM:
- ALL ALUMINUM SHAPES ARE ALLOY 6061 OR 6063, AS RECOMMENDED BY THE MANUFACTURER, UN. NTD.
- ALL WELDS ARE PER AWS D1.2 "STRUCTURAL WELDING CODE - ALUMINUM."
- WELDS ARE COMPLIANT WITH NOMMAST/VOLUNTARY JOINT FINISH GUIDELINES" FOR FINISH #3 - "PARTIALLY
- HARDWARE SUPPLIED MILL-FINISH, UN. NTD.
- REVIEW ALL MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT AND INCORPORATE ANY ADDITIONAL NOTES FOUND BELOW.

TYPICAL NOTES- COATING:
- SWEEP BLAST FABRICATED ALUMINUM BARS AND SHAPES PER SSPC-SP-5/ NACE 1 "WHITE METAL BLAST CLEANING"
- HOT DIP GALVANIZE AFTER FABRICATION ALL STEEL MATERIALS PER ASTM A 123.
- SWEEP BLAST FABRICATED GALVANIZED STEEL BARS AND SHAPES PER SSPC-SP7/ NACE 4 "BRUSH-OFF BLAST CLEANING" FOR GALVANIZED STEEL
- COATING APPLICATIONS AS FOLLOWED FOR ALUMINUM AND STEEL PRODUCT, CONSULT MANUFACTURERS SPECIFICATIONS FOR PRODUCT SPECIFIC DETAILS:
  - ** PRIME COAT 3.0 5.0DFT POLYAMIDOAMINE EPOXY PRODUCT: TNEMEC HI BUILD EPOXOLINE II N69
  - ** TOP COAT 2.0-3.0DFT ALIPHATIC ACRYLIC POLYURETHANE. PRODUCT: TNEMEC [illegible] SELECTED FROM MANUFACTURERS LIST OF AVAILABLE NON-METALLIC COLORS. ANTICIPATED DARK GREY COLOR.
- AFTER FULLY CURED, WRAP AND PROTECT FROM SHIPPING OR ERECTION DAMAGES.
- USE BOTH PRODUCTS IN CAN FORM TO TOUCH UP MARRED OR DAMAGED SURFACES WITH APPROPRIATE APPLICATORS.

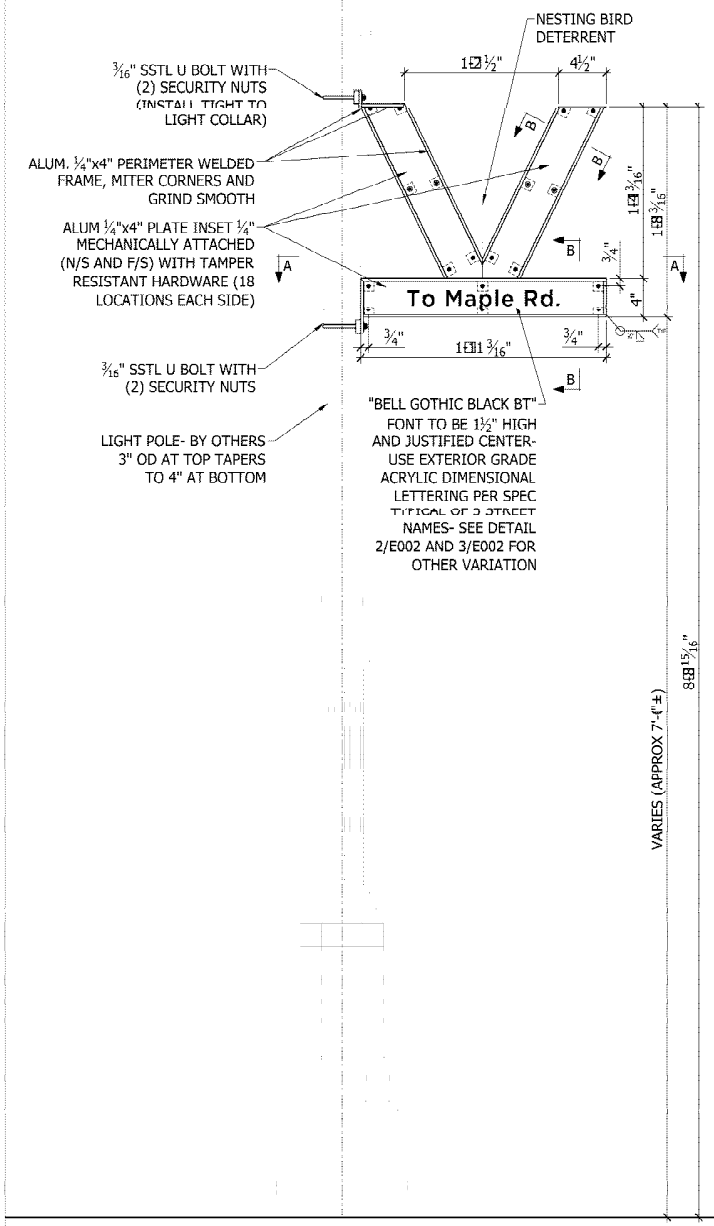
COATINGS
GALVANIZED:
PRIME COAT:
INTERMEDIATE:
TOP COAT:
POWDER COAT:
ANODIZED:
RAW:

REV #	DATE	DESCRIPTION
1	4/2/15	ISSUED FOR BID
2	3/19/15	REVISED PER CITY REVIEW
3	2/20/15	SUBMITAL FOR REVIEW

DRAWN BY:	CHECKED BY:	FIELD MEASURED:
CA	GAR	TBD
DATE: 2/20/15	DATE: 2/20/15	DATE: TBD

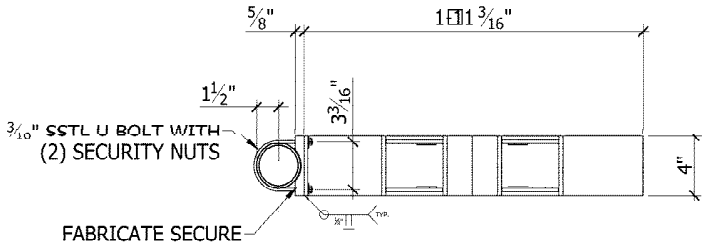
SHEET TITLE: DUMPSTER SCREEN DETAILS

SHEET NUMBER: E001



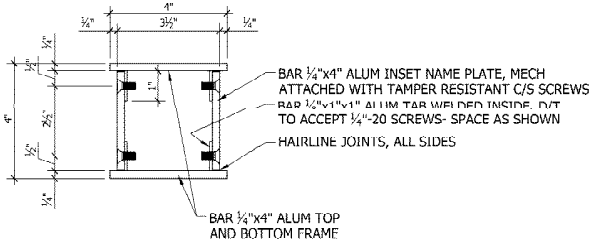
1 WAYFINDER SIGN ELEVATION

Scale: NTS



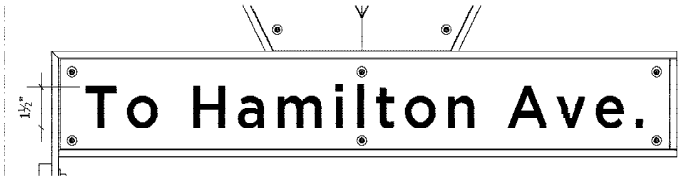
SECTION A-A

SCALE : 3" – 1'-0"



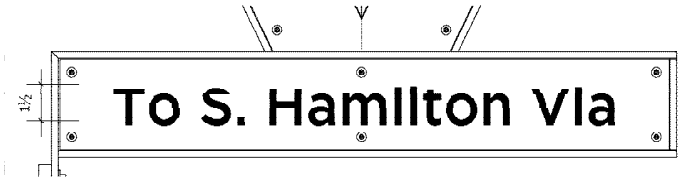
SECTION B-B

SCALE : 6" = 1'-0"



2 TEXT FOR SIGNAGE

Scale: NTS



3 TEXT FOR SIGNAGE

Scale: NTS

FUTURE FABRICATING
FUTURE FABRICATING
23450 REGENCY PARK DRIVE
WARREN, MI 48089
PHONE (586)-755-7080
FAX (586)-755-7456
www.futurefabricating.com
AISC & SSPC CERTIFIED PLANT

JOB NUMBER: 14-2228

PROJECT NAME: HAMILTON ALLEY WAY

CUSTOMER: NOWAK & FRAUS

TYPICAL NOTES- ALUMINUM:
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- ALL WELDS ARE PER AWS D1.2 "STRUCTURAL WELDING CODE - ALUMINUM."
- WELDS ARE COMPLIANT WITH NOMMAST/VOLUNTARY JOINT FINISH GUIDELINES" FOR FINISH #3 - "PARTIALLY DRESSED WITH SPATTER REMOVED." U.N. NTD.
- HARDWARE SUPPLIED MILL-FINISH, UN. NTD.
- REVIEW ALL MANUFACTURER INSTRUCTIONS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT AND INCORPORATE ANY ADDITIONAL NOTES FOUND BELOW.
- PROVIDE WEEP HOLES IN UNDERSIDE OF SIGN FOR PROPER DRAINAGE- APPROXIMATELY 3/8" DIAMETER

TYPICAL NOTES- COATING:
- SWEEP-BLAST FABRICATED ALUMINUM BARS AND SHAPES PER SSPC SP-5/ NACE 1 "WHITE METAL BLAST CLEANING"
- COATING APPLICATIONS AS FOLLOWED FOR ALUMINUM PRODUCT, CONSULT MANUFACTURERS SPECIFICATIONS FOR PRODUCT SPECIFIC DETAILS:
  - PRIME COAT 3.0-5.0DFT POLYAMIDOAMINE EPOXY. PRODUCT: TNEMEC HI-BUILD EPOXOLINE U N69
  - TOP COAT 2.0-3.0DFT ALIPHATIC ACRYLIC ENDURA-SHIELD II SERIES 1074U. COLOR TO BE SELECTED FROM MANUFACTURERS LIST OF AVAILABLE NON-METALLIC COLORS. ANTICIPATED COLOR TO BE "BIRMINGHAM GREEN."
  - AFTER FULLY CURED, WRAP AND PROTECT FROM SHIPPING OR ERECTION DAMAGED.
  - USE BOTH PRODUCTS IN CAN FORM TO TOUCH UP MARRED OR DAMAGED SURFACES WITH APPROPRIATE APPLICATORS.

TYPICAL NOTES- LETTERING:
- THREE DIMENSIONAL EXTERIOR GRADE ACRYLIC LETTERING TO BE PROVIDED IN HEIGHT AS SHOWN, 1/4" IN THICKNESS AND ADHERED TO PLATE USING 3M DO SIMILAR BRANDED EXTERIOR GRADE 2 SIDED ADHESION STRIP, THICKNESS EQUIVALENT TO .030". EACH LETTER SHOULD BE ATTACHED USING A MINIMUM OF (2) PLACEMENT LOCATIONS, EACH COMPOSED OF A .276" WIDE X .50" LONG PIECE, OR TRIMMED AS NEEDED TO FIT LETTER PROFILE.

COATINGS
GALVANIZED:
PRIME COAT:
INTERMEDIATE:
TOP COAT:
POWDER COAT:
ANODIZED:
RAW:

REV #	DATE	DESCRIPTION
1	4/2/15	ISSUED FOR BID
2	3/19/15	REVISED PER CITY REVIEW
1	2/20/15	SUBMITAL FOR REVIEW

DRAWN BY:	CHECKED BY:	FIELD MEASURED:
CA	GAR	TBD
DATE: 2/20/15	DATE: 2/20/15	DATE: TBD

SHEET TITLE: PRELIMINARY WAY FINDER SIGN DESIGN

SHEET NUMBER: E002

Pierce Alley and West Maple Alley Project
Paving Special Assement District

Sidwell Number	Street Address	Frontage Length of Alley Paving (LFT)	Frontage Length of Alley (LFT)	Concrete Pavement Assessment	Dumpster Screening Assessment	Lighting Assessment	Total Paving Assessment
1936201011	100 S. Old Woodward	30.70	30.70	$12,529.36	$ -	$819.00	$13,348.37
1936201013	114 S. Old Woodward	101.32	101.32	$41,350.98	$3,506.69	$2,702.98	$47,560.65
1936201014	124 S. Old Woodward	46.44	46.44	$18,953.21	$ -	$1,238.91	$20,192.12
1936201015	138 S. Old Woodward	60.83	60.83	$24,826.10	$ -	$1,622.80	$26,448.90
1936201021	154 S. Old Woodward	46.00	46.00	$18,773.64	$2,120.60	$1,227.17	$22,121.41
1936201019	251 E. Merrill	133.53	183.35	$54,496.61	$ -	$4,891.34	$59,387.96
1936201023	277 Pierce *	0	49.82	$ -	$ -	$163.53	$163.53
1936201026	277 Pierce Bldg. Main *			$ -	$ -	$238.14	$238.14
1936201025	111 E. Merrill PH *			$ -	$ -	$145.51	$145.51
1936201024	111 E. Merrill STE 200 *			$ -	$ -	$781.89	$781.89
1936201009	263 Pierce	40.00	40.00	$16,324.90	$11,400.00	$1,067.11	$28,792.01
1936201022	247 Pierce	55.23	55.23	$22,540.61	$2,546.10	$1,473.41	$26,560.12
1936201006	237 Pierce	58.73	58.73	$23,969.04	$2,707.45	$1,566.78	$28,243.27
1936201005	235 Pierce	22.24	22.24	$9,076.65	$1,025.26	$593.31	$10,695.22
1936201020	165 Pierce	98.04	98.04	$40,012.34	$8,846.15	$2,615.48	$51,473.97
1936201001	135 Pierce	106.93	106.93	$43,640.55	$5,947.45	$2,852.64	$52,440.64
1936129010	155 Henrietta	160.0	160.0	$65,299.62	$ -	$ -	$65,299.62
1936129012	180 Pierce Unit 1 *	80.0	80.0	$6,519.75	$ -	$ -	$6,519.75
1936129013	180 Pierce Unit 2 *			$7,809.29	$ -	$ -	$7,809.29
1936129014	180 Pierce Unit 3 *			$7,809.29	$ -	$ -	$7,809.29
1936129015	180 Pierce Unit 4 *			$7,809.29	$ -	$ -	$7,809.29
1936129016	180 Pierce Unit 5 *			$1,088.38	$ -	$ -	$1,088.38
1936129017	180 Pierce *			$559.95	$ -	$ -	$559.95
1936129018	180 Pierce *			$1,053.85	$ -	$ -	$1,053.85
1936129006	148 Pierce	80.0	80.0	$32,649.81	$22,800.00	$ -	$55,449.81
1936129004	137 W. Maple	41.0	41.0	$16,733.03	$ -	$ -	$16,733.03
1936129003	157 W. Maple	40.0	40.0	$16,324.90	$ -	$ -	$16,324.90
1936129002	175 W. Maple	40.0	40.0	$16,324.90	$11,400.00	$ -	$27,724.90
1936129001	193 W. Maple	40.0	40.0	$16,324.90	$11,400.00	$ -	$27,724.90

**- Properties assessed per SQFT of Building*

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: **April 29, 2024**

TO: **Melissa Coatta, City Engineer**

FROM: **Alexandria Bingham, City Clerk**

SUBJECT: **Clerk's Confirmation of Public Hearing Notice: Pierce and W. Maple Alley Pavement Special Assessment District (SAD)**

The public hearing notice process has been completed for Pierce and W. Maple Alley Pavement Special Assessment District (SAD). Please see attachments for further confirmation.

Mailing Date: 4/23/2024 & 4/25/2024
Test Mail Return Date: 4/29/2024
Publishing Dates in the Oakland Press: 4/25/2024 and 5/5/2024
Posted in www.bhamgov/publicnotices: 4/23/2024

Attachments:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Report
5. Proof of publishing for 4/25/2024

NOTICE OF PUBLIC HEARINGS	
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, May 6, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 20, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street
Nature of Improvement:	Replacement and improvement to alley pavement, streetlight fixtures to bringing them to City Code, and dumpster screening.
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 4/25/2024 & 5/15/2024
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**	
You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of	

the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

PID	NAME	ADDRESS	CITY
Parcel Number: 1936129001	FREUND INVESTMENT II LLC	3985 TORREY HILL LN	SAN DIEGO, CA 92130
Parcel Number: 1936129002	SHARER WEST MAPLE PROPERTIES LLC	1431 W LINCOLN ST	BIRMINGHAM, MI 48009
Parcel Number: 1936129003	FREUND INVESTMENT LLC	3985 TORREY HILL LN	SAN DIEGO, CA 92130
Parcel Number: 1936129004	MONDIAL PROPERTIES II LLC	26711 NORTHWESTERN HWY STE 125	SOUTHFIELD, MI 48033
Parcel Number: 1936129006	VINSETTA PROPERTIES LLC	420 HARMON ST	BIRMINGHAM, MI 48009
Parcel Number: 1936129010	AMERITECH	221 N WASHINGTON SQ # R-301	LANSING, MI 48933
Parcel Number: 1936129012	180 PIERCE PENTHOUSE LLC	4651 MOTORWAY DR	WATERFORD, MI 48328
Parcel Number: 1936129012	JEROME W SHEPPARD	2153 CANNA WAY	NAPLES, FL 34105
Parcel Number: 1936129012	JOEL D TAUBER TRUST	180 PIERCE ST UNIT 3	BIRMINGHAM, MI 48009
Parcel Number: 1936129012	180 PIERCE LLC	27725 STANSBURY BLVD STE 200	FARMINGTON HILLS, MI 48334
Parcel Number: 1936129012	PIERCE MARTIN LLC	32605 W 12 MILE RD STE 290	FARMINGTON HILLS, MI 48334
Parcel Number: 1936201001	PIERCE BIRMINGHAM PLACE LLC	159 PIERCE ST	BIRMINGHAM, MI 48009
Parcel Number: 1936201005	FULLER CENTRAL PARK PROP LLC	112 PEABODY ST	BIRMINGHAM, MI 48009
Parcel Number: 1936201009	GLADYS DUFFY PEW GST EX TRUST	16205 W 14 MILE RD STE 100	BEVERLY HILLS, MI 48025
Parcel Number: 1936201011	WOODWARD DEVELOPMENT COMPANY LLC	320 MARTIN ST STE 100	BIRMINGHAM, MI 48009
Parcel Number: 1936201013	THE GWYNN BUILDING LLC	3835 MILLER WAY S	BLOOMFIELD HILLS, MI 48301
Parcel Number: 1936201014	BIRMINGHAM PARK PLACE LLC	124 A S OLD WOODWARD AVE STE A	BIRMINGHAM, MI 48009
Parcel Number: 1936201015	138 S OLD WOODWARD LLC	126 BRATTLE ST	CAMBRIDGE, MA 02138
Parcel Number: 1936201019	MERRILLWOOD INVESTMENT LLC	251 E MERRILL ST STE 212	BIRMINGHAM, MI 48009
Parcel Number: 1936201020	50935 VAN DYKE LLC	700 N OLD WOODWARD AVE STE 300	BIRMINGHAM, MI 48009
Parcel Number: 1936201021	NEW MERRILLWOOD INVESTMENT LLC	251 E MERRILL ST STE 212	BIRMINGHAM, MI 48009
Parcel Number: 1936201022	FULLER CENTRAL PARK PROPERTIES LLC	112 PEABODY ST	BIRMINGHAM, MI 48009
Parcel Number: 1936201023	277 DEVELOPMENT ASSOCIATES LLC	39400 WOODWARD AVE STE 250	BLOOMFIELD HILLS, MI 48304

BIRMINGHAM
A WALKABLE CITY

Monday, April 16, 2024

TO: parcel #
NAME
ADDRESS
CITY/STATE/ZIP

RE: Pierce and W. Maple Alley Pavement Special Assessment District (SAD)

The City of Birmingham will be reconstructing the Pierce and West Maple Alleys this year. This public improvement will include some drainage improvements, dumpster screening, replacement of the old street lights, and pavement replacement of the concrete surface on Pierce Alley between East Merrill Street and Pierce Street, and West Maple Alley from Henrietta Street to Pierce Street. Construction on this project is anticipated to begin this summer.

With this letter, you will find attached notifications for two public hearings regarding this project:

1. A public hearing will occur **Monday, May 6, 2024**, at 7:30 p.m. in City Hall at 151 Martin St. during a regular City Commission meeting, for the purpose of a Hearing of Necessity and to designate a Special Assessment District, as we undertake public improvements, for the replacement of concrete surface and drainage improvements of the Pierce and West Maple Alleys Project.

2. If Necessity is determined at the May 6, 2024 hearing, a Public Hearing for Confirmation of the Roll will follow on **Monday, May 20, 2024**, at 7:30 p.m. in City Hall at 151 Martin St. during a regular City Commission meeting.

Consistent with previous projects of this nature, it is the City's policy to assess 100% of the costs of the improvements to all properties fronting the improvement.

The actual cost of the new pavement, street lighting, and dumpster screening charged to you will vary depending upon your property footage along the alley. After the work is completed, an invoice will be generated and sent to the property owner of record for the public improvements, such as, new pavement, street lighting, and dumpster screening. Payment in full will be expected within 30 days of receipt. If you are not in a position to pay the charges in one payment, if you choose, the City can charge you annually for up to ten years. Annual interest will be charged at a rate of 9.25%. The City will provide an estimate of costs associated with this Special Assessment at the Hearing of Necessity to be held on May 6, 2024.

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

Melissa A. Coatta, P.E.
City Engineer

Funds Report				
	Available:	$3,829.89	PBP Account Number:	35884980
	Used:	$37,905.11	Indicia Number:	0008029208
	Total Pieces:	51733	Meter Number:	8029208
	Control Sum:	$41,735.00	Meter Name:	
	Resettable Piece Count:	24	Printed:	APR 23 2024 10:20 AM
	Piece Count Value:	$15.36		

NATION+WORLD

LONDON

Rush hour chaos as 5 military horses run amok

LONDON » Five military horses spooked by noise from a building site bolted during routine exercises on Wednesday near Buckingham Palace, threw off four riders and caused chaos as they galloped loose through central London streets and collided with vehicles during the busy morning rush hour.

The commotion erupted when the horses from the Household Cavalry, which were conducting an extended exercise for an upcoming military parade, presumably became alarmed by the sound of concrete falling off a moving walkway at a construction site in Belgravia, a swanky neighborhood just to the west of the palace.

Five of the seven horses ran off and four soldiers were thrown off. Three of them were hospitalized with injuries.

— The Associated Press

AUSTRIA

CHRISTIAN BRUNA — THE ASSOCIATED PRESS

Auctioneer Michael Kovacek declares the sale of the painting 'Portrait of Fräulein Lieser' by Austrian painter Gustav Klimt during an auction, in Vienna, Wednesday. A portrait of a young woman by Gustav Klimt that was long believed to be lost has been sold at an auction in Vienna for $32 million. The Austrian modernist artist started work on the "Portrait of Fräulein Lieser" in 1917, the year before he died, and it is one of his last works.

ARIZONA

House advances repeal of state's abortion ban

PHOENIX » A proposed repeal of Arizona's near-total ban on abortions won approval from the state House Wednesday after two weeks of mounting pressure on Republicans over an issue that has bedeviled former President Donald Trump's campaign to return to the White House.

Three Republicans joined in with all 29 Democrats Wednesday to repeal a law that predated Arizona's statehood and provides no exceptions for rape or incest. If the Senate approves as expected, Arizona would allow abortions up to 15 weeks.

Their political ambitions imperiled by widespread opposition to a near-total abortion ban, Trump and U.S. Senate candidate Kari Lake had urged Arizona lawmakers to ease the restrictions.

— The Associated Press

IRAN

Death sentence given to rap star for protest songs

A prominent Iranian hip hop musician who was arrested for his protest lyrics and social media posts has been sentenced to death by an Iranian court, the reformist Shargh newspaper reported.

Toomaj Salehi was arrested in October 2022 during nationwide protests that were triggered by the death in custody of Mahsa Amini, a 22-year-old Kurdish-Iranian woman who had been arrested by so-called morality police for allegedly violating strict Islamic dress codes.

Salehi will appeal the sentence, Shargh reported, quoting his lawyer Amir Raisian.

Salehi's music and online posts were fiercely critical of Iran's Islamic leadership and he was a strong supporter of the uprising, which was mostly led by women and young people.

— Bloomberg

ITALY

Loans of works to museum banned in statue dispute

ROME » Italy's Culture Ministry has banned loans of works to the Minneapolis Institute of Art, following a dispute with the U.S. museum over an ancient marble statue believed to have been looted from Italy almost a half-century ago.

The dispute began in March 2022 when an Italian court ruled that the Minneapolis museum was irregularly in possession of the Stabiae Doriforo, a Roman-era copy of The Doryphoros of Polykleitos, an ancient Greek sculpture.

Rome claims that the sculpture was looted in the 1970s from an archaeological site at Stabiae, an ancient city close to Pompeii that was also covered by lava and ashes when Mount Vesuvius erupted in A.D. 79. A spokesman for Italy's Culture Ministry confirmed the ban on Wednesday.

— The Associated Press

CHICAGO

'Rat hole' removed, city says sidewalk damaged

CHICAGO » A Chicago sidewalk landmark some residents affectionately called the "rat hole" was removed Wednesday after city officials determined the section bearing the imprint of an animal was damaged and needed to be replaced, officials said.

The imprint has been a quirk of a residential block in Chicago's North side neighborhood of Roscoe Village for years, but it found fresh fame in January after a Chicago comedian shared a photo on the social media platform X.

The attention, however, quickly grew old for neighbors who complained about visitors at all hours, sometimes leaving coins and other items scattered across the sidewalk. Plus, most in the neighborhood argue that the imprint was actually caused by a squirrel.

— The Associated Press

OHIO

Family: woman charged in robbery was scam victim

FAIRFIELD TOWNSHIP, OHIO » A 74-year-old woman charged in the armed robbery of a credit union last week is a victim of an online scam who may have been trying to solve her financial problems, according to her relatives.

Ann Mayers, who had no previous run-ins with the law, faces counts of aggravated robbery with a firearm and tampering with evidence in Friday's robbery in Fairfield Township.

Officers arrested Mayers at her Hamilton home shortly after the robbery. A handgun was found in her car, which police allege she used in the robbery.

Authorities later learned that Mayers might have been a scam victim and are looking into the claims. Her relatives told detectives that she had been sending money to an unidentified individual.

— The Associated Press

AUSTRALIA

7 alleged teen extremists linked to stabbing arrested

SYDNEY » Australian police arrested seven teenagers accused of following a violent extremist ideology in raids across Sydney, as a judge extended a ban on social media platform X sharing video of a knife attack on a bishop that started the criminal investigation.

The seven, aged 15 to 17, were part of a network that included a 16-year-old boy accused of stabbing a bishop in a Sydney church on April 15, police said. Clips of the stabbing were taken from the church service's livestream and subsequently made the rounds on X. An Australian regulator on Monday ordered the platform to take down the videos, an action the platform is fighting.

Other social media companies including Google, Microsoft, Snapchat and TikTok have complied with similar orders.

— The Associated Press

MINNESOTA

Veteran will finally get his Purple Heart medal, 73 years late

By Steve Karnowski
The Associated Press

MINNEAPOLIS » A Korean War veteran from Minnesota who still carries shrapnel in his leg from when he was wounded in combat will finally get his Purple Heart medal, 73 years late.

The U.S. Army notified Earl Meyer, 96, of St. Peter, on Monday that it has reversed itself and granted him a Purple Heart, which honors service members wounded or killed in combat.

The decision came after a campaign by his daughters and attorney. U.S. Sen. Amy Klobuchar of Minnesota championed his cause. The Army's top noncommissioned officer — the sergeant major of the army — took an interest in the case after it had been rejected for years due to a lack of paperwork. U.S. District Judge John Tunheim this year ordered an Army review board to take another look.

The Army sent Meyer's attorney a stack of documents Monday to notify them of the decision, including a certificate in color saying it was "for wounds received in action on June 1951 in Korea."

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, May 6, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 20, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	N. Worth Street from Rivenoak to Kennesaw and Knox to Maple, Rosedale Avenue from Oakland to Rivenoak, Oakdale Avenue from Oakland to Ridgedale, Oxford Drive from Madison to Rivenoak, Lawndale Avenue from Madison to Oakland, Chestnut Street from Elm to Adams, Hazel Avenue from Elm to Adams, Worthington Avenue from Southfield to Latham, Wakefield Drive from Southfield to Latham and Latham to Norfolk, and Southlawn Drive from Southfield to Latham.
Nature of Improvement:	Unimproved road surfaces will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248) 530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 4/25/2024 & 5/1/2024
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

ADVERTISEMENT FOR BIDS

Owner:	**Hazel Park Schools – 1620 E. Elza, Hazel Park, MI 48030**
Project:	**Hazel Park Schools, District Wide Door Assessment** The Hazel Park Schools will receive single prime sealed bids to furnish all labor and materials and perform all other work necessary and incidental to the project listed above, in accordance with published instructions, specifications, drawings and other contract documents. **Project Scope – General Construction:** Provide all labor, material and equipment necessary to modify or replace existing doors or door hardware in select locations within existing buildings. All work on site is to be performed during nonscheduled academic times as posted on the District's Academic Calendar or after the last daily school bell. Note academic days and bell times vary by school.
Documents:	**Bid documents for all bid packages will be available on or about April 19, 2024.** Bid documents can be electronically downloaded free of charge from the Architect. A written request for documents shall be sent to jhoulihan@partnersinarch.com.
Pre-Bid Meeting:	**Friday, April 26, 2024 at 3:00 p.m.** The pre-bid meeting will be held at Hazel Park High School, 23400 Hughes Ave, Hazel Park, MI 48030 at the Main Entrance
Questions:	**Last day for questions is May 1, 2024 at 12:00 p.m.** Questions should be directed to PARTNERS in Architecture, PLC, in writing and via email. Forward questions to: jhoulihan@partnersinarch.com.
Bid Deadline:	**Tuesday, May 7, 2024 at 2:00 p.m.**
Bid Location:	**The Hazel Park Schools located at 1620 E. Elza, Hazel Park, MI 48030 to the attention of: Jason Zirnis.** Sealed bids must be received by the Bid Deadline. Bids received after the deadline and bids received electronically or via fax will **not** be accepted or considered. Bids will be publicly opened and read aloud immediately following the bid due time.
Bid Submittal:	**Return TWO COMPLETE COPIES of Bid** The Board of Education shall not accept a bid that does not meet the following requirements: - Bidders **MUST** use the bid form(s) in the project manual. - Submit bid in a **SEALED** envelope, clearly labeled with bid title, date & time of the bid opening. - **Bid Security** - certified check or acceptable bid bond payable to The Hazel Park Schools, in an amount equal to five percent (5%) of the total bid. - Include sworn and notarized familial relationship(s) statement. - Include sworn and notarized Iran Economic Sanctions Act - Affidavit of Compliance. - **Bonding** - For bids exceeding $50,000, successful bidder must be able to provide a 100% Labor and Material Payment Bond and a Performance Bond.

Bids submitted shall fully comply in all respects to these instructions, published specifications, drawings, and other contract documents. Bid price shall include all costs associated with this project.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. The Board reserves the right to reject any or all bids received and to waive any formalities in regard thereto. In addition, the Board reserves the right to evaluate bids on any basis determined by the Board to be in the best interest of the Board and to consider alternate bids if the low bidder(s) do(es) not meet the specifications or are otherwise determined to be unqualified.

Architect: **PARTNERS in Architecture, PLC**
65 Market Street, Suite 200, Mount Clemens, MI 48043 (586) 469-3600

NOTICE OF PUBLIC HEARINGS
BIRMINGHAM CITY COMMISSION
PUBLIC HEARING OF NECESSITY & PUBLIC HEARING FOR CONFIRMATION OF THE ROLL

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Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 20, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street
Nature of Improvement:	Replacement and improvement to alley pavement, streetlight fixtures to bringing them to City Code, and dumpster screening.
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 4/25/2024 & 5/1/2024
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Pierce Alley and West Maple Alley Project

Hearing of Necessity for Paving Special Assessment District (SAD)

Engineering Department

Date: May 6, 2024

Piece Alley and West Maple Alley Project Paving Special Assessment District

- Overview
  - Project Limits:
    - Pierce Alley – Merrill Street to Pierce Street
    - West Maple Alley – Henrietta Street to Pierce Street
  - Special Assessment District (SAD) for Paving to be paid by the property owner at one hundred percent of the costs.

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Pierce Alley and West Maple Alley Project Paving Special Assessment District

- Project Scope
  - Minor storm sewer installation for drainage
  - New concrete pavement with exposed aggregate panels
  - Dumpster screenings
  - Pierce Alley only: Replace two existing older street lights

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Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District

➢Policy

- On previous projects of this nature, it has been the City's policy to assess 100% of the paving improvement to the property that shares frontage with the improvements.
  - Concrete Pavement: 100% improvement to the property that shares the frontage
  - Replacing Two Light Fixture: 100% improvement to the property long the entire alley
  - Dumpster Screening: 100% per linear foot of the fence and prorate by the properties using the dumpsters, recycling bins, linen storage

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Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District

- SAD:
  - Cost: The cost can be paid back in either lump sum or over up to a 10-year period with interest. The interest rate will be confirmed at the Confirmation of Roll.
    - Received Bids for Project on April 11, 2024
    - Concrete Pavement: $408.12 per foot
    - Street Lighting: $26.68 per foot
    - Dumpster Screening: $1,200 per lineal foot of fence

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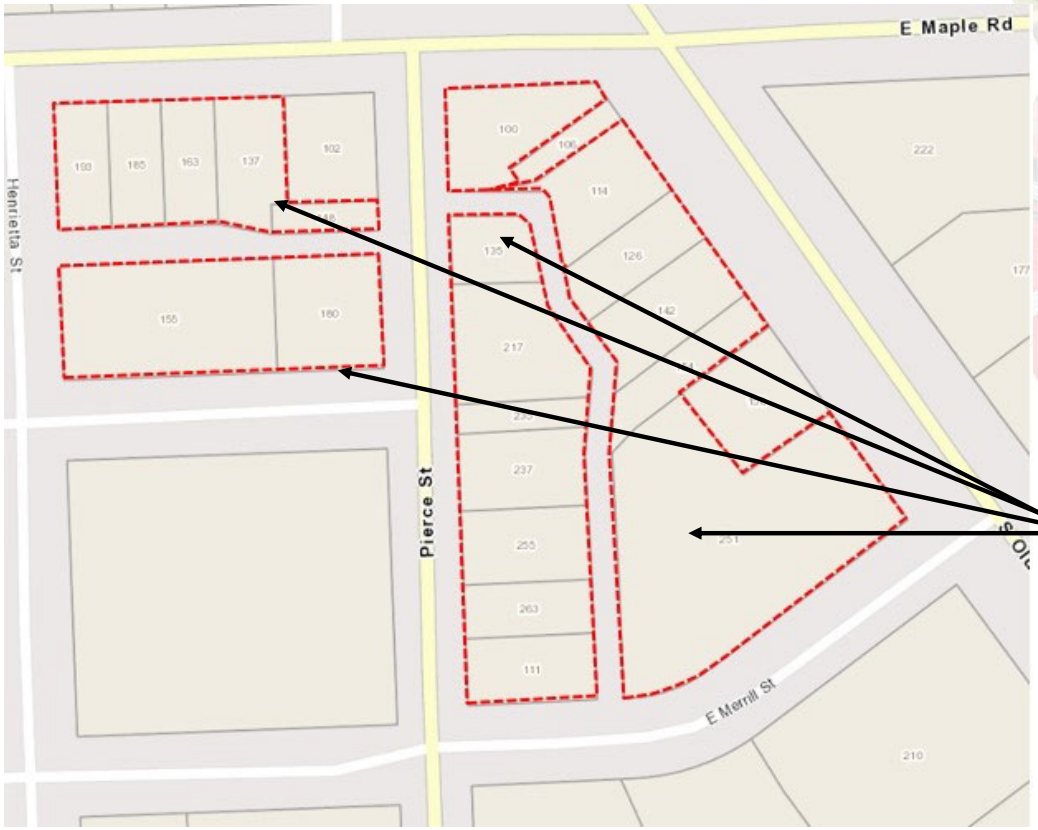
Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District



Properties included in Proposed Paving Special Assessment District (Red)

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Water Lateral SAD Project Limits

Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District

➢PROPERTIES LOCATED IN PAVING SAD:

Parcel ID / Sidewell Number	Street Address
1936201011	100 S. Old Woodward
1936201013	114 S. Old Woodward
1936201014	124 S. Old Woodward
1936201015	138 S. Old Woodward
1936201021	154 S. Old Woodward
1936201019	251 E. Merrill
1936201023	277 Pierce
1936201026	277 Pierce Bldg Main
1936201025	111 E. Merrill PH
1936201024	111 E. Merrill STE 200
1936201009	263 Pierce
1936201022	247 Pierce
1936201006	237 Pierce
1936201005	235 Pierce
1936201020	165 Pierce
1936201001	135 Pierce

Parcel ID / Sidewell Number	Street Address
1936129010	155 Henrietta
1936129012	180 Pierce Unit 1
1936129013	180 Pierce Unit 2
1936129014	180 Pierce Unit 3
1936129015	180 Pierce Unit 4
1936129016	180 Pierce Unit 5
1936129017	180 Pierce
1936129018	180 Pierce
1936129006	148 Pierce
1936129004	137 W. Maple
1936129003	157 W. Maple
1936129002	175 W. Maple
1936129001	193 W. Maple

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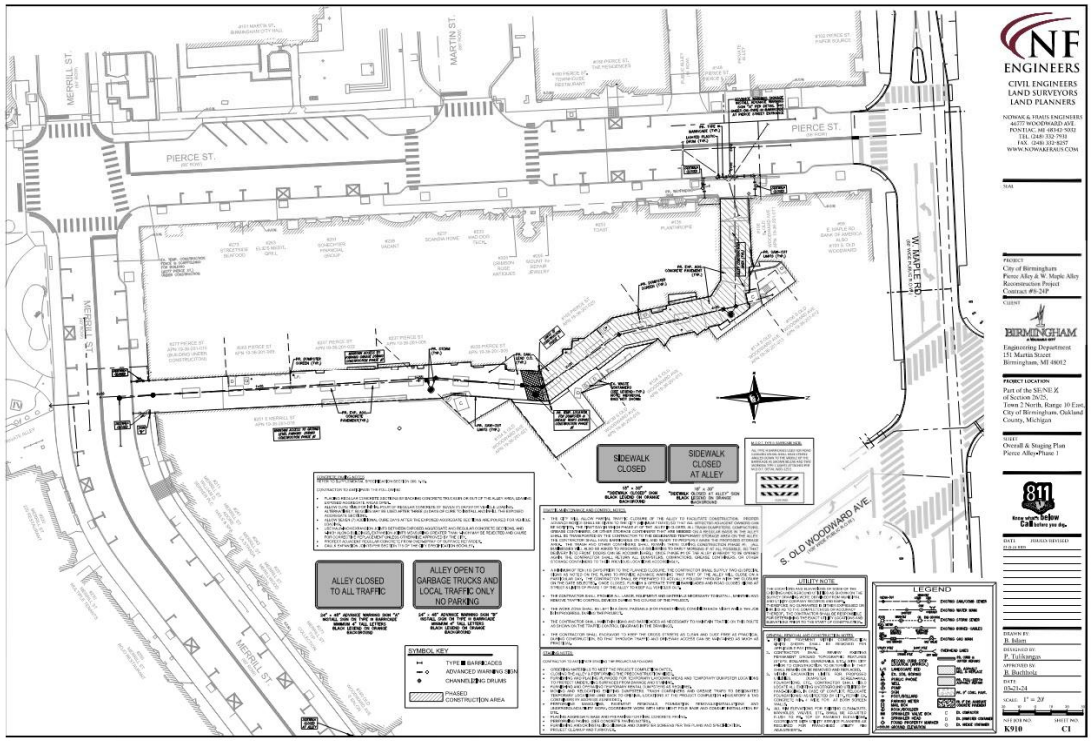
Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District



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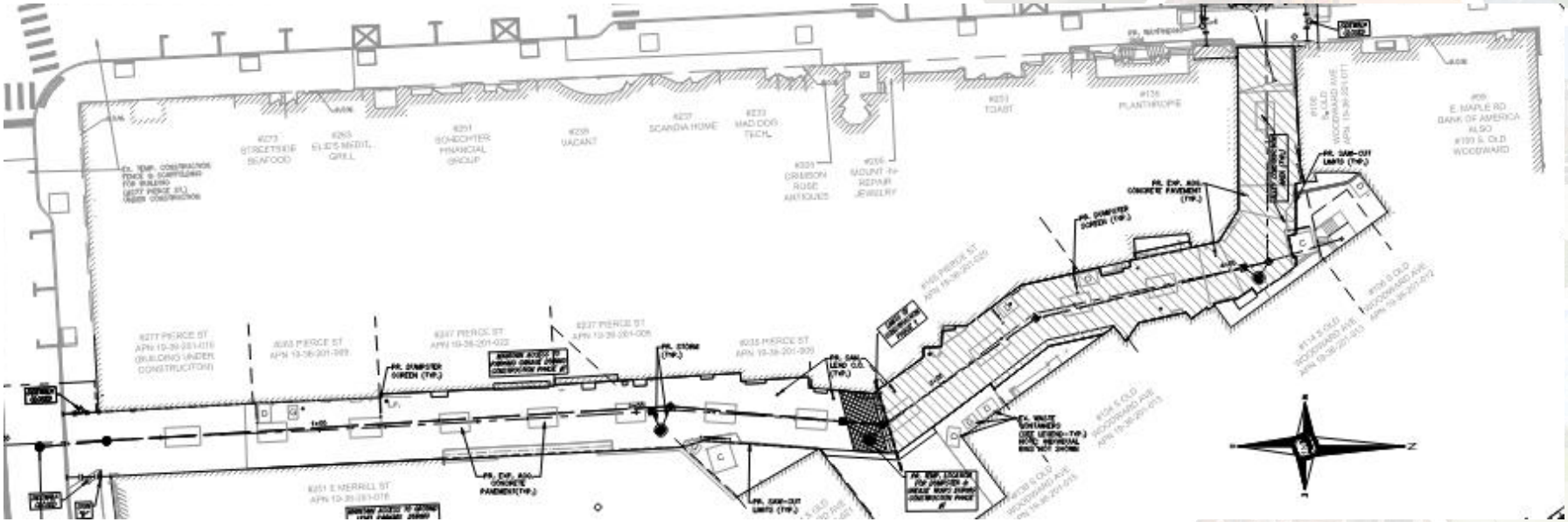
Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District



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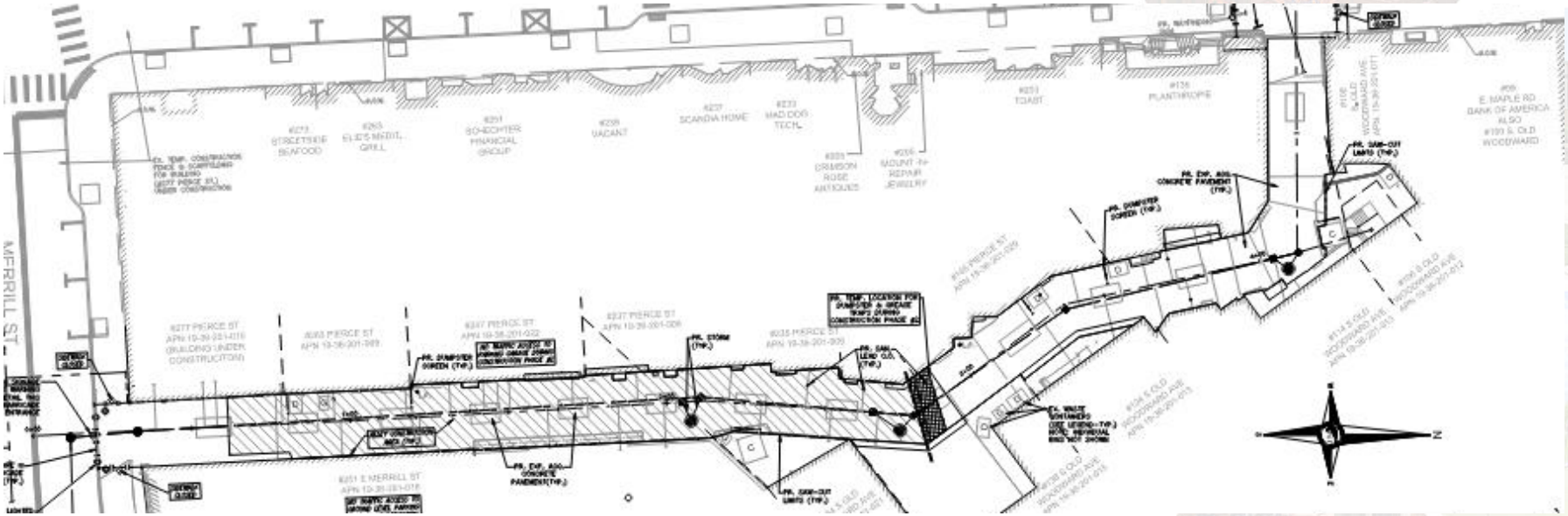
Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District



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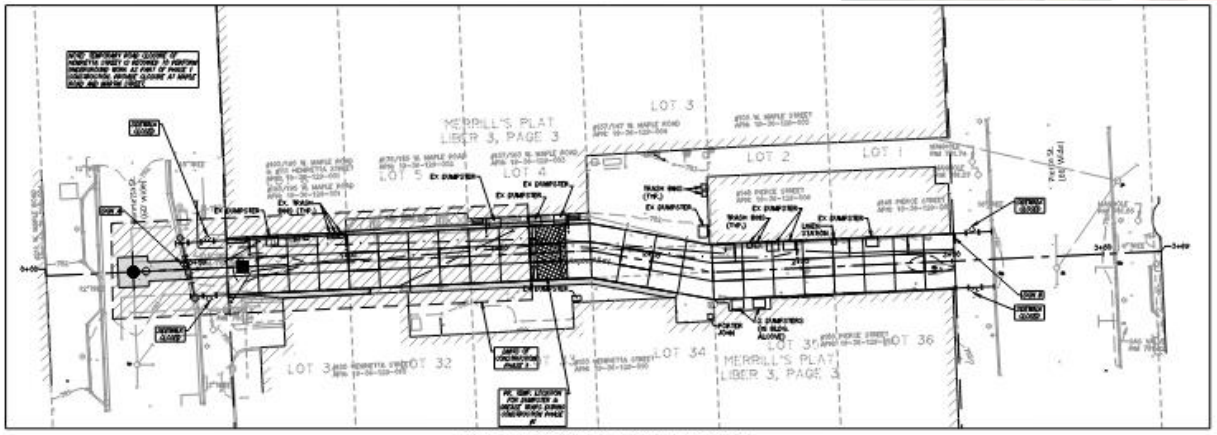
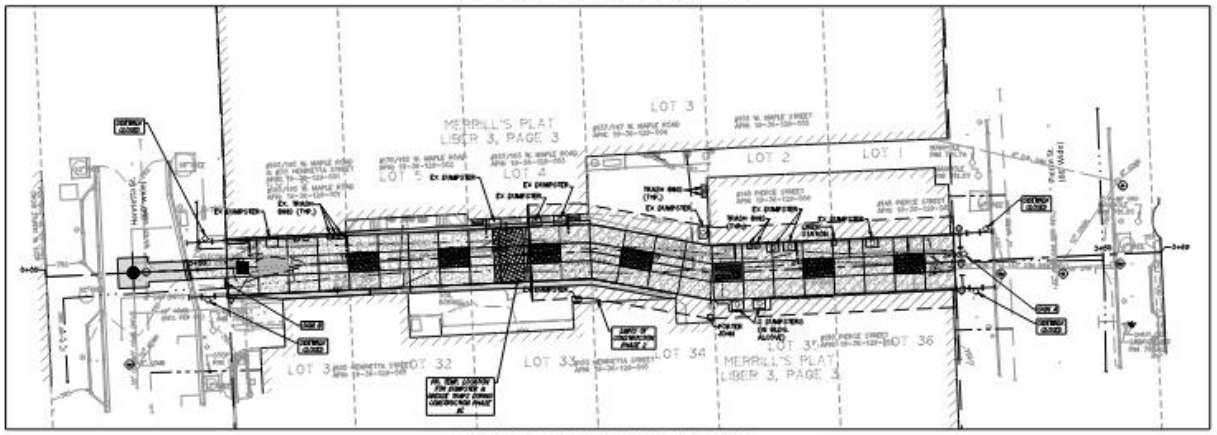
Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District



OVERALL & STAGING PLAN W. MAPLE ALLEY PHASE-1



OVERALL & STAGING PLAN W. MAPLE ALLEY PHASE-2

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Pierce Alley Alley and West Maple Alley Project
Paving Special Assessment District

Existing Conditions – Pierce Alley

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Pierce Alley Alley and West Maple Alley Project
Paving Special Assessment District

Existing Conditions – West Maple Alley

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Pierce Alley Alley and West Maple Alley Project Paving Special Assessment District

➢Summary

- The Engineering Department recommends City Commission declare a necessity and approve the SAD for Pierce Alley and West Maple Alley for paving.
- Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on May 20, 2024.

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MEMORANDUM

Treasury

DATE: May 14, 2024

TO: Jana L. Ecker, City Manager

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

SUBJECT: Confirmation of SAD Roll 908 2024 Cape Seal Program

INTRODUCTION:
A public hearing on the confirmation of the Special Assessment Roll for the 2024 Cape Seal Program is being held on May 20, 2024. 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 May 6, 2024, the City Commission determined the necessity of the 2024 Cape Seal Program and a Hearing of Confirmation of the Special Assessment Roll was set for May 20, 2024.

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 should be final and conclusive.

FISCAL IMPACT:
If confirmed, the preliminary assessment roll would be $183,885.05. Once the project is completed and final costs are known, the roll will be adjusted to actual costs as provided by City Code. Property owners have five (5) years to pay the special assessment.

SUSTAINABILITY:
N/A

PUBLIC COMMUNICATIONS:
Property owners were notified by mail of the public hearing dates. If the City Commission confirms the Special Assessment Rolls, 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 public hearing of confirmation of Special Assessment District 908 and further to confirm the rolls as attached to this report.

ATTACHMENTS:

- Proposed Special Assessment Roll
- Memorandum: Hearing of Necessity for 2024 Cape Seal Program SAD

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution confirming special assessment roll 908 as follows:

WHEREAS, Special Assessment Roll, designated Roll No. 908, 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

The Commission Resolution 05-423-24 provided it would meet this 20th day of May, 2024 for the sole purpose of reviewing the assessment roll; and

WHEREAS, at said hearing held this May 20, 2024, 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. 908 be in all things ratified and confirmed, and that the City Clerk be and is hereby instructed to endorse said roll, showing the date of confirmation thereof, and to certify said assessment roll to the City Treasurer for collection at or near the time of construction of the improvement.

BE IT FURTHER RESOLVED, that the special assessment shall be payable in five (5) payments as provided in Section 94-10 of the Code of the City of Birmingham, with an annual interest rate of nine and one half percent (9.50%) on all unpaid installments.

Parcel ID/Sidwell Number	Street Address	Cape-Seal Assessment
19-25-428-007	984 Kennesaw	$ 745.16
19-25-428-015	983 Rivenoak	$ 745.16
19-25-429-001	1018 Kennesaw	$ 745.16
19-25-429-004	1019 Rivenoak	$ 745.16
19-25-486-007	191 N. Worth	$ 1,049.61
19-25-486-008	171 N. Worth	$ 904.84
19-25-486-009	159 N. Worth	$ 904.84
19-25-486-017	-	$ 863.59
19-25-487-001	1016 Knox Ave	$ 524.11
19-25-487-003	156 N. Worth	$ 1,085.80
19-25-487-007	1025 E Maple	$ 2,936.19
19-25-431-004	884 Rivenoak	$ 691.93
19-25-431-009	883 Madison	$ 718.55
19-25-432-001	910 Rivenoak	$ 691.93
19-25-432-004	911 Madison	$ 718.55
19-25-477-005	888 Madison	$ 1,169.72
19-25-477-010	887 Oakland	$ 1,169.72
19-25-478-001	916 Madison	$ 1,169.72
19-25-478-006	915 Oakland	$ 1,169.72
19-25-460-008	592 Oakland	$ 718.55
19-25-460-018	591 Ridgedale	$ 718.55
19-25-480-001	632 Oakland	$ 718.55
19-25-480-007	625 Ridgedale	$ 718.55
19-25-401-003	492 Rivenoak	$ 691.93
19-25-401-007	487 Madison	$ 718.55
19-25-405-001	512 Rivenoak	$ 691.93
19-25-405-010	515 Madison	$ 718.55
19-25-458-001	440 Madison	$ 895.79
-	City ROW	$ 811.16
19-25-461-001	35300 Woodward Ave #201	$ 47.15
19-25-461-002	35300 Woodward Ave #202	$ 23.88
19-25-461-003	35300 Woodward Ave #203	$ 37.31
19-25-461-004	35300 Woodward Ave #204	$ 37.69
19-25-461-005	35300 Woodward Ave #205	$ 48.57

Parcel ID/Sidwell Number	Street Address	Cape-Seal Assessment
19-25-461-006	35300 Woodward Ave #206	$ 52.81
19-25-461-007	35300 Woodward Ave #207	$ 39.16
19-25-461-008	35300 Woodward Ave #208	$ 39.16
19-25-461-009	35300 Woodward Ave #209	$ 52.81
19-25-461-010	35300 Woodward Ave #301	$ 47.75
19-25-461-011	35300 Woodward Ave #302	$ 23.88
19-25-461-012	35300 Woodward Ave #303	$ 37.31
19-25-461-013	35300 Woodward Ave #304	$ 37.69
19-25-461-014	35300 Woodward Ave #305	$ 49.17
19-25-461-015	35300 Woodward Ave #306	$ 54.01
19-25-461-016	35300 Woodward Ave #307	$ 39.70
19-25-461-017	35300 Woodward Ave #308	$ 39.70
19-25-461-018	35300 Woodward Ave #309	$ 54.01
19-25-461-019	35300 Woodward Ave #401	$ 47.75
19-25-461-020	35300 Woodward Ave #402	$ 23.88
19-25-461-021	35300 Woodward Ave #403	$ 37.31
19-25-461-022	35300 Woodward Ave #404	$ 37.69
19-25-461-023	35300 Woodward Ave #405	$ 49.17
19-25-461-024	35300 Woodward Ave #406	$ 54.01
19-25-461-025	35300 Woodward Ave #407	$ 39.70
19-25-461-026	35300 Woodward Ave #408	$ 39.70
19-25-461-027	35300 Woodward Ave #409	$ 54.01

Parcel ID/Sidwell Number	Street Address	Cape-Seal Assessment
19-25-461-028	35300 Woodward Ave #501	$ 47.75
19-25-461-029	35300 Woodward Ave #502	$ 23.88
19-25-461-030	35300 Woodward Ave #503	$ 37.31
19-25-461-031	35300 Woodward Ave #504	$ 37.69
19-25-461-032	35300 Woodward Ave #505	$ 49.17
19-25-461-033	35300 Woodward Ave #506	$ 54.01
19-25-461-034	35300 Woodward Ave #507	$ 39.70
19-25-461-035	35300 Woodward Ave #508	$ 39.70
19-25-461-036	35300 Woodward Ave #509	$ 54.01
19-25-461-037	35300 Woodward Ave Main BLDG	$ -
19-36-229-012	807 Chestnut	$ 1,767.58
19-36-229-013	843 Chestnut	$ 1,767.58
19-36-229-014	859 Chestnut	$ 1,767.58
19-36-229-015	889 Chestnut	$ 1,472.98
19-36-229-016	909 Chestnut	$ 1,472.98
19-36-229-017	927 Chestnut	$ 1,472.98
19-36-229-018	949 Chestnut	$ 1,472.98
19-36-229-019	977 Chestnut	$ 1,472.98
19-36-229-020	991 Chestnut	$ 1,472.98
19-36-229-021	1007 Chestnut	$ 1,472.98
19-36-229-022	1035 Chestnut	$ 1,472.98
19-36-229-023	1043 Chestnut	$ 1,472.98
19-36-229-027	1055 Chestnut	$ 1,050.23
19-36-231-001	810 Chestnut	$ 1,767.58
19-36-231-002	842 Chestnut	$ 1,767.58
19-36-231-003	864 Chestnut	$ 1,767.58
19-36-231-004	890 Chestnut	$ 1,472.98
19-36-231-006	950 Chestnut	$ 1,472.98
19-36-231-007	954 Chestnut	$ 1,472.98
19-36-231-008	988 Chestnut	$ 1,472.98
19-36-231-009	1014 Chestnut	$ 1,472.98

Parcel ID/Sidwell Number	Street Address	Cape-Seal Assessment
19-36-231-010	1028 Chestnut	$ 1,472.98
19-36-231-011	1042 Chestnut	$ 1,472.98
19-36-231-012	412 S Adams	$ 1,053.96
19-36-231-027	910 Chestnut	$ 1,649.74
19-36-231-028	932 Chestnut	$ 1,296.22
19-36-231-014	801 Hazel	$ 1,767.58
19-36-231-015	833 Hazel	$ 1,767.58
19-36-231-016	875 Hazel	$ 1,767.58
19-36-231-017	893 Hazel	$ 1,472.98
19-36-231-018	925 Hazel	$ 1,472.98
19-36-231-019	939 Hazel	$ 1,472.98
19-36-231-021	997 Hazel	$ 1,472.98
19-36-231-022	1011 Hazel	$ 1,472.98
19-36-231-023	1031 Hazel	$ 1,472.98
19-36-231-024	1053 Hazel	$ 1,472.98
19-36-231-025	1077 Hazel	$ 1,972.91
19-36-231-026	1085 Hazel	$ 2,651.36
19-36-231-029	959 Hazel	$ 1,472.98
19-36-231-030	977 Hazel	$ 1,472.98
19-36-233-001	820 Hazel	$ 1,767.58
19-36-233-002	844 Hazel	$ 1,767.58
19-36-233-003	868 Hazel	$ 1,767.58
19-36-233-004	896 Hazel	$ 1,472.98
19-36-233-005	920 Hazel	$ 1,472.98
19-36-233-006	942 Hazel	$ 1,472.98
19-36-233-007	960 Hazel	$ 1,472.98
19-36-233-008	982 Hazel	$ 1,472.98
19-36-233-009	998 Hazel	$ 1,472.98
19-36-233-010	1020 Hazel	$ 1,472.98
19-36-233-011	1044 Hazel	$ 1,472.98
19-36-233-012	1060 Hazel	$ 1,472.98
19-36-233-013	1078 Hazel	$ 1,472.98
19-36-233-014	520 S Adams	$ 3,163.96
19-35-477-008	1697 Latham	$ 1,363.77
19-35-477-009	1152 Worthington	$ 1,194.38
19-35-477-010	1094 Worthington	$ 886.74
19-35-477-011	1056 Worthington	$ 1,085.80
19-35-477-012	1002 Worthington	$ 904.84

Parcel ID/Sidwell Number	Street Address	Cape-Seal Assessment
19-35-477-013	980 Worthington	$ 904.84
19-35-477-014	964 Worthington	$ 1,266.77
19-35-477-015	1608 Southfield	$ 1,990.64
19-35-478-002	1133 Worthington	$ 1,195.29
19-35-478-003	1115 Worthington	$ 1,148.60
19-35-478-004	1005 Worthington	$ 1,167.78
19-35-478-005	1001 Worthington	$ 931.44
19-35-478-006	969 Worthington	$ 904.84
19-35-478-007	943 Worthington	$ 904.84
19-35-478-008	927 Worthington	$ 1,085.80
19-35-478-016	895 Worthington	$ 1,990.64
19-35-476-017	1250 Wakefield	$ 472.16
19-35-476-024	1783 Norfolk	$ 480.36
19-35-479-009	1190 Wakefield	$ 1,013.42
19-35-479-010	1164 Wakefield	$ 1,266.77
19-35-479-011	1130 Wakefield	$ 1,538.22
19-35-479-012	1106 Wakefield	$ 1,447.74
19-35-479-013	1074 Wakefield	$ 1,628.71
19-35-479-014	1058 Wakefield	$ 1,447.74
19-35-479-015	1030 Wakefield	$ 1,538.22
19-35-479-016	990 Wakefield	$ 1,357.25
19-35-479-017	948 Wakefield	$ 1,411.54
19-35-480-001	1829 Norfolk	$ 1,778.55
19-35-480-005	1255 Wakefield	$ 479.03
19-35-481-001	1199 Wakefield	$ 1,359.97
19-35-481-002	1155 Wakefield	$ 1,430.91
19-35-481-003	1133 Wakefield	$ 1,184.25
19-35-481-004	1111 Wakefield	$ 1,184.25
19-35-481-005	1099 Wakefield	$ 1,184.25
19-35-481-006	1067 Wakefield	$ 1,199.45
19-35-481-007	1035 Wakefield	$ 1,236.55
19-35-481-008	1003 Wakefield	$ 1,236.73
19-35-481-009	997 Wakefield	$ 1,236.55
19-35-481-010	955 Wakefield	$ 1,236.55
19-35-481-029	-	$ 398.13
19-35-478-009	1711 Latham	$ 425.81
19-35-478-010	1120 W Southlawn	$ 1,628.71
19-35-478-011	1098 W Southlawn	$ 1,447.74

Parcel ID/Sidwell Number	Street Address	Cape-Seal Assessment
19-35-478-012	1050 W Southlawn	$ 1,357.25
19-35-478-013	1024 W Southlawn	$ 1,266.77
19-35-478-014	990 W Southlawn	$ 1,357.25
19-35-478-015	900 W Southlawn	$ 1,538.22
19-35-478-017	892 W Southlawn	$ 1,990.64
19-35-479-001	1187 W Southlawn	$ 351.29
19-35-479-002	1143 W Southlawn	$ 1,628.71
19-35-479-003	1097 W Southlawn	$ 1,465.83
19-35-479-004	1063 W Southlawn	$ 1,900.16
19-35-479-005	1025 W Southlawn	$ 1,683.00
19-35-479-006	999 W Southlawn	$ 1,357.25
19-35-479-007	901 W Southlawn	$ 1,538.22
19-35-479-018	-	$ 1,990.64
		$ 183,885.05

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

ENGINEERING DEPARTMENT

DATE: **May 1, 2024**

TO: **Jana L. Ecker, City Manager**

FROM: **Melissa A. Coatta, City Engineer**

SUBJECT: **2024 Cape Seal Program**
Hearing of Necessity for Cape Seal Special Assessment District (SAD)

INTRODUCTION:

Design has been completed for Cape Seal treatment on Chestnut Street between Elm and Adams, Hazel Street between Elm and Adams, Lawndale Street between Madison and Oakland, Oakdale Street between Oakland and Ridgedale, Oxford Street between Rivenoak and Madison, Rosedale Street between Rivenoak and Oakland, N. Worth Street between Kennesaw and Rivenoak, and Knox and Maple Road, W. Southlawn Blvd. between Southfield Road and Latham, Wakefield Street between Southfield Road and Norfolk, and Worthington Road between Southfield Road and Latham.

Two types of unimproved road surface restoration will occur as part of this program. Chestnut Street, Hazel Street, and the portion of Rosedale Street between Madison and Oakland will have the existing road surface pulverized, the base stabilized with cement stabilization, and a double chipseal and slurry surface (Cape Seal) applied. The remaining streets in this year's program will have the existing road surface spray patched to fill in low areas, and a double chipseal and slurry surface (Cape Seal) applied. As part of the program, some sidewalk ramps will be replaced to meet ADA guidelines.

BACKGROUND:

The streets in the project area are located throughout the City. Since the 1940's, Cape Seal treatments have been applied to unimproved streets to improve their stability and eliminate dust associated with the original gravel roads. Cape Seal treatments were last applied to these streets between the late 1990's and 2014, and the expected life of this treatment is 7-10 years.

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

LEGAL REVIEW:

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

FISCAL IMPACT:

Revenue generated from the Cape Seal Special Assessment District for 2024 Cape Seal Program will defray the costs incurred by the City for construction of these improvements. Consistent with previous projects of this nature, the City's policy is as follows:

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

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

The assessable rate for the properties on streets that will be pulverized, cement stabilization, and a Cape Sealed surface is $34.66 per foot. Properties on the streets proposed to receive spray patching and a Cape Sealed surface will have an assessable rate of $21.29 per foot.

PUBLIC COMMUNICATIONS:

Notice for the Confirmation of Roll is to be distributed by the Clerk's Office. An informative resident meeting was held at City Hall on Wednesday, April 24, 2024. Property owners affected by the work will also be notified in advance through the use of door-hangers and the City's Constant Contact targeted e-blasts.

SUMMARY:

The Engineering Department recommends that the City Commission declare necessity and approve a Special Assessment District for the 2024 Cape Seal Program. Should the Commission approve the Special Assessment District, a public hearing for confirmation of the roll will be held at the City Commission meeting on May 20, 2024.

ATTACHMENTS:

- Maps of proposed Cape Seal Special Assessment District
- Spreadsheet with Estimated Costs of Services
- Clerk's Confirmation of Public Hearing Notice

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SUGGESTED COMMISSION ACTION:

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

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

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

WHEREAS, The City Commission, after the public hearing, has determined that the 2024 Cape Seal Program is a necessity and is in the best interest of the City and will specially benefit the properties included in the Special Assessment District; and

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

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

WHEREAS, The City Engineer has determined the boundaries of the road resurfacing and sidewalk ramp replacement located within the limits of the following streets shall be installed as part of the 2024 Cape Seal Program (Contract #5-24(P)):

Chestnut Street – Elm Street to S. Adams Road; and
Hazel Street – Elm Street to S. Adams Road; and
Lawndale Street – Madison Street to Oakland Avenue; and
Oakdale Street – Oakland Avenue to Ridgedale Avenue; and
Oxford Street - Rivenoak Street to Madison Street; and
Rosedale Street – Rivenoak Street to Oakland Avenue; and
N. Worth Street – Kennesaw Street to Rivenoak Street, and Knox Street to and E. Maple Road; and
W. Southlawn Blvd. - Southfield Road to Latham Street; and
Wakefield Street - Southfield Road to Norfolk Street; and
Worthington Road - Southfield Road to Latham Street; and

WHEREAS, The formula used in making the assessment is 85% of the front-foot costs for improvement are assessed on all properties fronting on the improvement, 25% of the side-foot costs for improvement are assessed on all residential properties siding on the improvement, 85% of the side-foot costs for improvement are assessed on improved business properties siding on the improvement, and 25% of the side-foot costs for improvement are assessed on vacant business properties siding on the improvement for resurfacing of the unimproved roads and replacement of sidewalk ramps to meet ADA compliance (calculated at the rate of $34.66 per foot for properties on streets that will be pulverized, cement stabilization, and capeseal resurfaced, and $21.29 per foot for properties on streets that will be spray patched and capeseal resurfaced).

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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 and give notice on May 20, 2024.

Street Pulverizing / Cement Stabilization / Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
1925477005	888 Madison	$ 1,169.72
1925477010	887 Oakland	$ 1,169.72
1925478001	916 Madison	$ 1,169.72
1925478006	915 Oakland	$ 1,169.72
1936229012	807 Chestnut	$ 1,767.58
1936229013	843 Chestnut	$ 1,767.58
1936229014	859 Chestnut	$ 1,767.58
1936229015	889 Chestnut	$ 1,472.98
1936229016	909 Chestnut	$ 1,472.98
1936229017	927 Chestnut	$ 1,472.98
1936229018	949 Chestnut	$ 1,472.98
1936229019	977 Chestnut	$ 1,472.98
1936229020	991 Chestnut	$ 1,472.98
1936229021	1007 Chestnut	$ 1,472.98
1936229022	1035 Chestnut	$ 1,472.98
1936229023	1043 Chestnut	$ 1,472.98
1936229027	1055 Chestnut	$ 1,050.23
1936231001	810 Chestnut	$ 1,767.58
1936231002	842 Chestnut	$ 1,767.58
1936231003	864 Chestnut	$ 1,767.58
1936231004	890 Chestnut	$ 1,472.98
1936231006	950 Chestnut	$ 1,472.98
1936231007	954 Chestnut	$ 1,472.98
1936231008	988 Chestnut	$ 1,472.98
1936231009	1014 Chestnut	$ 1,472.98
1936231010	1028 Chestnut	$ 1,472.98
1936231011	1042 Chestnut	$ 1,472.98
1936231012	412 S Adams	$ 1,053.96
1936231027	910 Chestnut	$ 1,649.74
1936231028	932 Chestnut	$ 1,296.22
1936231014	801 Hazel	$ 1,767.58
1936231015	833 Hazel	$ 1,767.58
1936231016	875 Hazel	$ 1,767.58
1936231017	893 Hazel	$ 1,472.98
1936231018	925 Hazel	$ 1,472.98
1936231019	939 Hazel	$ 1,472.98

1936231021	997 Hazel	$ 1,472.98
1936231022	1011 Hazel	$ 1,472.98
1936231023	1031 Hazel	$ 1,472.98
1936231024	1053 Hazel	$ 1,472.98
1936231025	1077 Hazel	$ 1,972.91
1936231026	1085 Hazel	$ 2,651.36
1936231029	959 Hazel	$ 1,472.98
1936231030	977 Hazel	$ 1,472.98
1936233001	820 Hazel	$ 1,767.58
1936233002	844 Hazel	$ 1,767.58
1936233003	868 Hazel	$ 1,767.58
1936233004	896 Hazel	$ 1,472.98
1936233005	920 Hazel	$ 1,472.98
1936233006	942 Hazel	$ 1,472.98
1936233007	960 Hazel	$ 1,472.98
1936233008	982 Hazel	$ 1,472.98
1936233009	998 Hazel	$ 1,472.98
1936233010	1020 Hazel	$ 1,472.98
1936233011	1044 Hazel	$ 1,472.98
1936233012	1060 Hazel	$ 1,472.98
1936233013	1078 Hazel	$ 1,472.98
1936233014	520 S Adams	$ 3,163.96

Street Spray Patching and Cape Seal Resurfacing

Sidwell Number	Street Address	Cape Seal Assessment
1925428007	984 Kennesaw	$ 745.16
1925428015	983 Rivenoak	$ 745.16
1925429001	1018 Kennesaw	$ 745.16
1925429004	1019 Rivenoak	$ 745.16
1925486007	191 N. Worth	$ 1,049.61
1925486008	171 N. Worth	$ 904.84
1925486009	159 N. Worth	$ 904.84
1925486017	-	$ 863.59
1925487001	1016 Knox Ave	$ 524.11
1925487003	156 N. Worth	$ 1,085.80
1925487007	1025 E Maple	$ 2,936.19
1925431004	884 Rivenoak	$ 691.93
1925431009	883 Madison	$ 718.55
1925432001	910 Rivenoak	$ 691.93
1925432004	911 Madison	$ 718.55
1925460008	592 Oakland	$ 718.55
1925460018	591 Ridgedale	$ 718.55

1925480001	632 Oakland	$	718.55
1925480007	625 Ridgedale	$	718.55
1925401003	492 Rivenoak	$	691.93
1925401007	487 Madison	$	718.55
1925405001	512 Rivenoak	$	691.93
1925405010	515 Madison	$	718.55
1925458001	440 Madison	$	895.79
-	City ROW	$	811.16
1925461001	35300 Woodward Ave #201	$	47.15
1925461002	35300 Woodward Ave #202	$	23.88
1925461003	35300 Woodward Ave #203	$	37.31
1925461004	35300 Woodward Ave #204	$	37.69
1925461005	35300 Woodward Ave #205	$	48.57
1925461006	35300 Woodward Ave #206	$	52.81
1925461007	35300 Woodward Ave #207	$	39.16
1925461008	35300 Woodward Ave #208	$	39.16
1925461009	35300 Woodward Ave #209	$	52.81
1925461010	35300 Woodward Ave #301	$	47.75
1925461011	35300 Woodward Ave #302	$	23.88
1925461012	35300 Woodward Ave #303	$	37.31
1925461013	35300 Woodward Ave #304	$	37.69
1925461014	35300 Woodward Ave #305	$	49.17
1925461015	35300 Woodward Ave #306	$	54.01
1925461016	35300 Woodward Ave #307	$	39.70
1925461017	35300 Woodward Ave #308	$	39.70
1925461018	35300 Woodward Ave #309	$	54.01
1925461019	35300 Woodward Ave #401	$	47.75
1925461020	35300 Woodward Ave #402	$	23.88
1925461021	35300 Woodward Ave #403	$	37.31
1925461022	35300 Woodward Ave #404	$	37.69
1925461023	35300 Woodward Ave #405	$	49.17
1925461024	35300 Woodward Ave #406	$	54.01
1925461025	35300 Woodward Ave #407	$	39.70
1925461026	35300 Woodward Ave #408	$	39.70
1925461027	35300 Woodward Ave #409	$	54.01
1925461028	35300 Woodward Ave #501	$	47.75
1925461029	35300 Woodward Ave #502	$	23.88
1925461030	35300 Woodward Ave #503	$	37.31
1925461031	35300 Woodward Ave #504	$	37.69
1925461032	35300 Woodward Ave #505	$	49.17
1925461033	35300 Woodward Ave #506	$	54.01
1925461034	35300 Woodward Ave #507	$	39.70
1925461035	35300 Woodward Ave #508	$	39.70
1925461036	35300 Woodward Ave #509	$	54.01

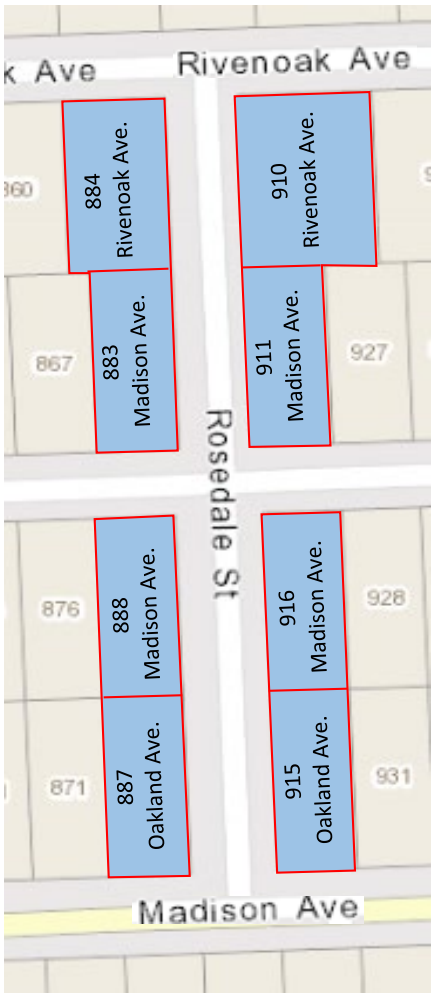
1925461037	35300 Woodward Ave Main BLDG	$	-
1935477008	1697 Latham	$	1,363.77
1935477009	1152 Worthington	$	1,194.38
1935477010	1094 Worthington	$	886.74
1935477011	1056 Worthington	$	1,085.80
1935477012	1002 Worthington	$	904.84
1935477013	980 Worthington	$	904.84
1935477014	964 Worthington	$	1,266.77
1935477015	1608 Southfield	$	1,990.64
1935478002	1133 Worthington	$	1,195.29
1935478003	1115 Worthington	$	1,148.60
1935478004	1005 Worthington	$	1,167.78
1935478005	1001 Worthington	$	931.44
1935478006	969 Worthington	$	904.84
1935478007	943 Worthington	$	904.84
1935478008	927 Worthington	$	1,085.80
1935478016	895 Worthington	$	1,990.64
1935476017	1250 Wakefield	$	472.16
1935476024	1783 Norfolk	$	480.36
1935479009	1190 Wakefield	$	1,013.42
1935479010	1164 Wakefield	$	1,266.77
1935479011	1130 Wakefield	$	1,538.22
1935479012	1106 Wakefield	$	1,447.74
1935479013	1074 Wakefield	$	1,628.71
1935479014	1058 Wakefield	$	1,447.74
1935479015	1030 Wakefield	$	1,538.22
1935479016	990 Wakefield	$	1,357.25
1935479017	948 Wakefield	$	1,411.54
1935480001	1829 Norfolk	$	1,778.55
1935480005	1255 Wakefield	$	479.03
1935481001	1199 Wakefield	$	1,359.97
1935481002	1155 Wakefield	$	1,430.91
1935481003	1133 Wakefield	$	1,184.25
1935481004	1111 Wakefield	$	1,184.25
1935481005	1099 Wakefield	$	1,184.25
1935481006	1067 Wakefield	$	1,199.45
1935481007	1035 Wakefield	$	1,236.55
1935481008	1003 Wakefield	$	1,236.73
1935481009	997 Wakefield	$	1,236.55
1935481010	955 Wakefield	$	1,236.55
1935481029	-	$	398.13
1935478009	1711 Latham	$	425.81
1935478010	1120 W Southlawn	$	1,628.71
1935478011	1098 W Southlawn	$	1,447.74

1935478012	1050 W Southlawn	$	1,357.25
1935478013	1024 W Southlawn	$	1,266.77
1935478014	990 W Southlawn	$	1,357.25
1935478015	900 W Southlawn	$	1,538.22
1935478017	892 W Southlawn	$	1,990.64
1935479001	1187 W Southlawn	$	351.29
1935479002	1143 W Southlawn	$	1,628.71
1935479003	1097 W Southlawn	$	1,465.83
1935479004	1063 W Southlawn	$	1,900.16
1935479005	1025 W Southlawn	$	1,683.00
1935479006	999 W Southlawn	$	1,357.25
1935479007	901 W Southlawn	$	1,538.22
1935479018	-	$	1,990.64

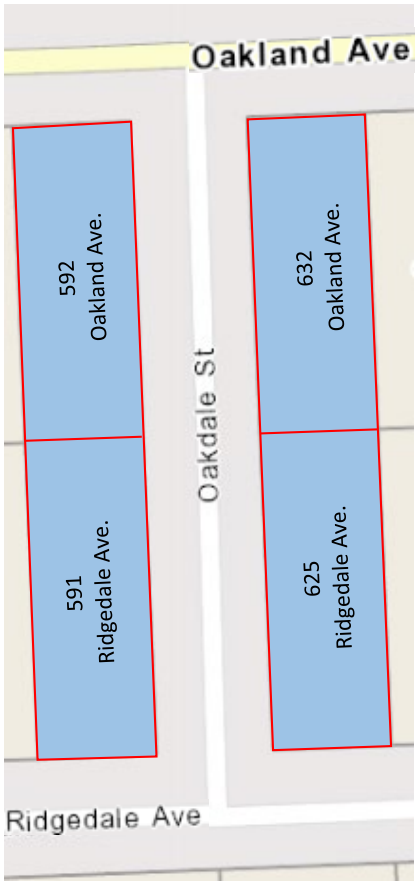
CAPE SEAL PROJECT AREA

N. Worth Street:
Rivenoak to Kennesaw and Knox to Maple

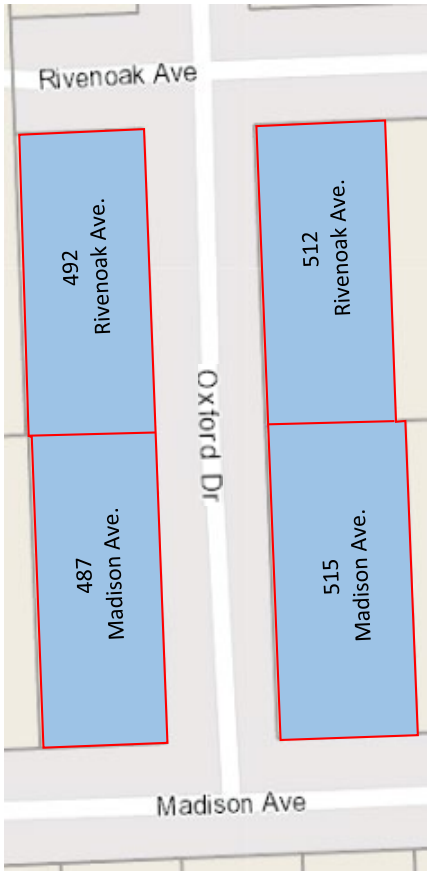
Rosedale Street:
Oakland to Rivenoak



Oakdale Street:
Oakland to Ridgedale



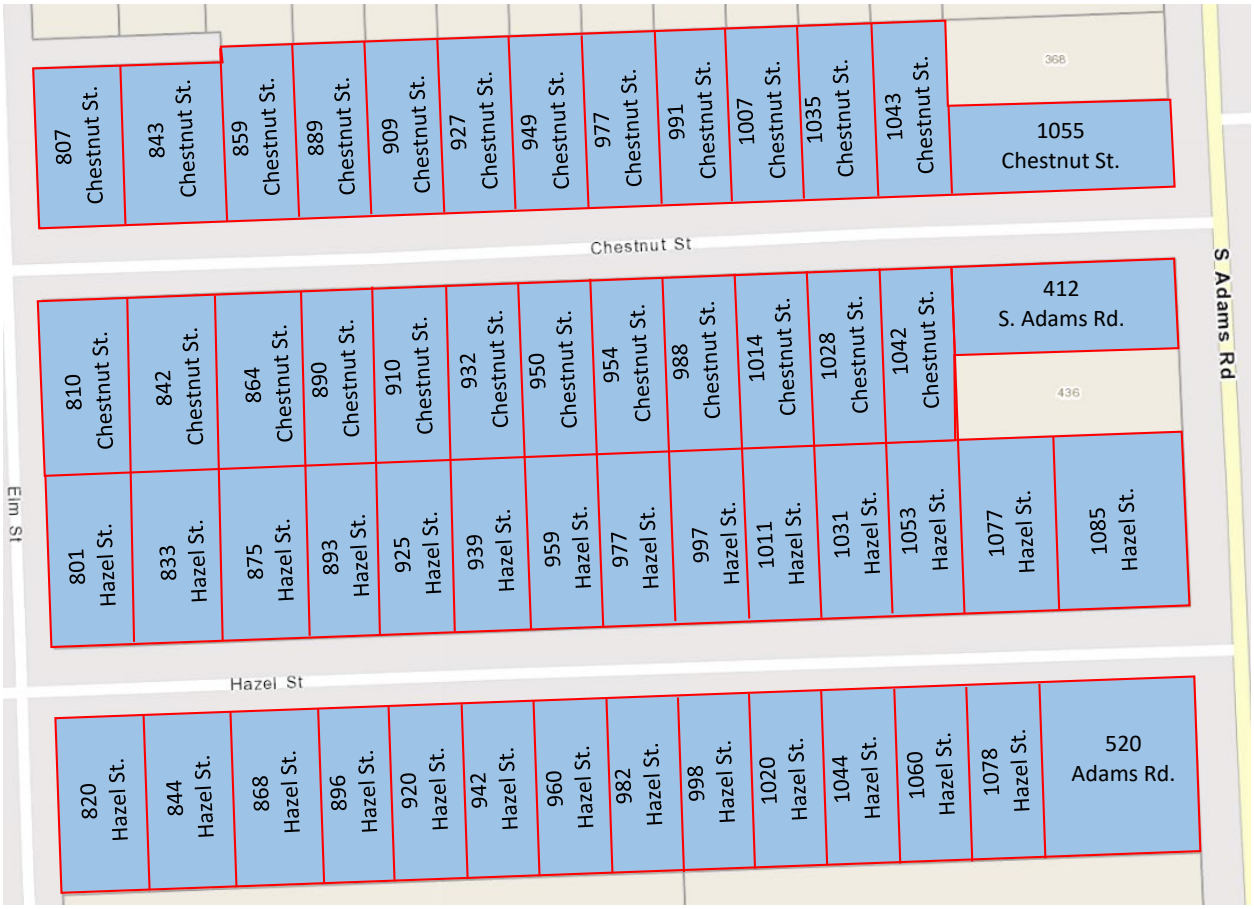
Oxford Drive:
Madison to Rivenoak



Lawndale Street:
Madison to Oakland

Chestnut Street: Elm to S. Adams

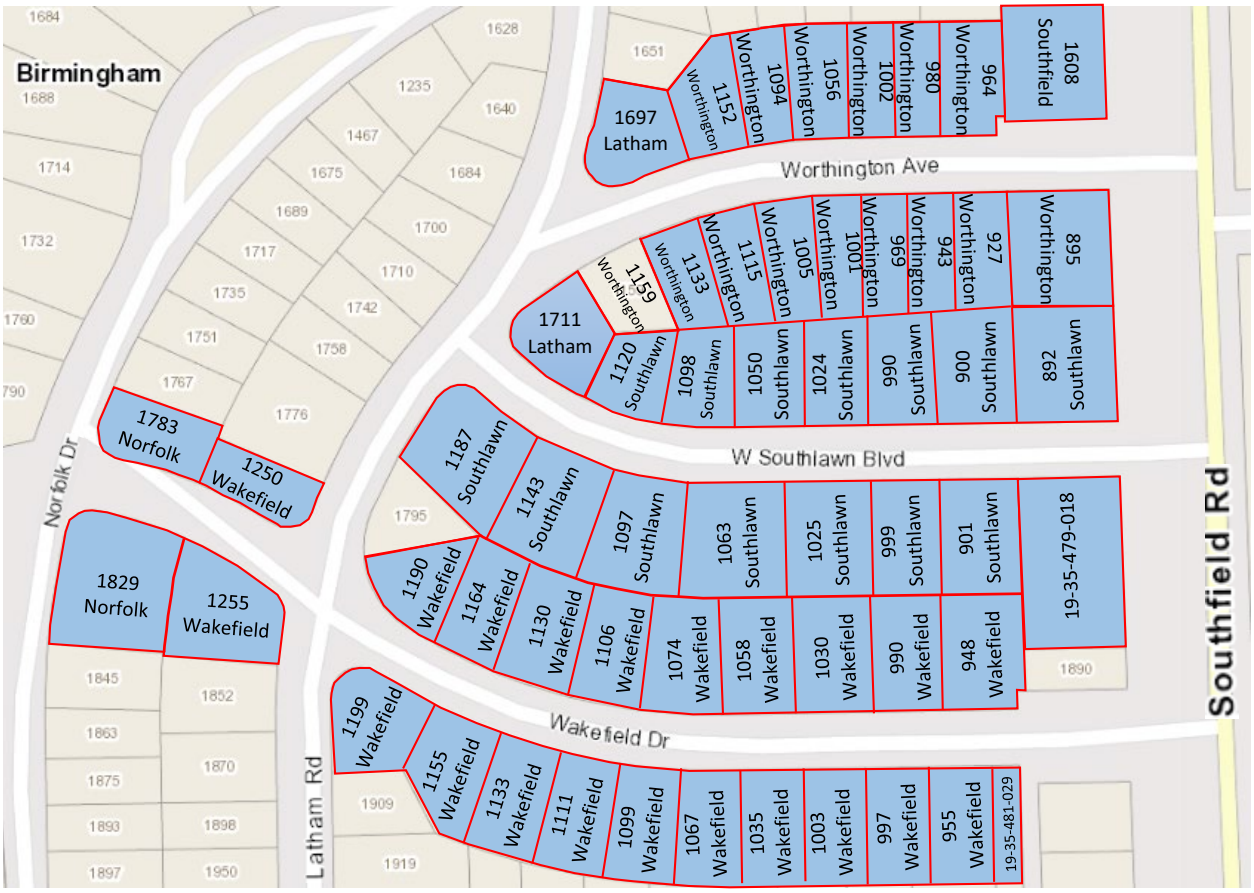
Hazel Street: Elm to S. Adams



<u>Worthington Avenue:</u> Southfield to Latham

<u>Wakefield Drive:</u> Southfield to Latham, and Latham to Norfolk

<u>W. Southlawn Blvd.:</u> Southfield to Latham



2024 Cape Seal Program

		Sidwell Number	Street Address	Short Length (LFT)	Long Length (LFT)	Square Footage	Cape Seal Assessment
N. Worth	Rivenoak to Kennesaw, Knox to Maple	1925428007	984 Kennesaw		140.00		$ 745.16
		1925428015	983 Rivenoak		140.00		$ 745.16
		1925429001	1018 Kennesaw		140.00		$ 745.16
		1925429004	1019 Rivenoak		140.00		$ 745.16
		1925486007	191 N. Worth	58.00			$ 1,049.61
		1925486008	171 N. Worth	50.00			$ 904.84
		1925486009	159 N. Worth	50.00			$ 904.84
		1925486017	-		162.25		$ 863.59
		1925487001	1016 Knox Ave		98.47		$ 524.11
		1925487003	156 N. Worth	60.00			$ 1,085.80
		1925487007	1025 E Maple		162.25		$ 2,936.19
Rosedale	Oakland to Rivenoak	1925431004	884 Rivenoak		130.00		$ 691.93
		1925431009	883 Madison		135.00		$ 718.55
		1925432001	910 Rivenoak		130.00		$ 691.93
		1925432004	911 Madison		135.00		$ 718.55
		1925477005	888 Madison		135.00		$ 1,169.72
		1925477010	887 Oakland		135.00		$ 1,169.72
		1925478001	916 Madison		135.00		$ 1,169.72
		1925478006	915 Oakland		135.00		$ 1,169.72
Oakdale	Oakland to Ridgedale	1925460008	592 Oakland		135.00		$ 718.55
		1925460018	591 Ridgedale		135.00		$ 718.55
		1925480001	632 Oakland		135.00		$ 718.55
		1925480007	625 Ridgedale		135.00		$ 718.55
Oxford	Madison to Rivenoak	1925401003	492 Rivenoak		130.00		$ 691.93
		1925401007	487 Madison		135.00		$ 718.55
		1925405001	512 Rivenoak		130.00		$ 691.93
		1925405010	515 Madison		135.00		$ 718.55
		1925458001	440 Madison		168.30		$ 895.79
		-	City ROW		152.40		$ 811.16
		1925461001	35300 Woodward Ave #201			867	$ 47.15
		1925461002	35300 Woodward Ave #202			439	$ 23.88
		1925461003	35300 Woodward Ave #203			686	$ 37.31
		1925461004	35300 Woodward Ave #204			693	$ 37.69
		1925461005	35300 Woodward Ave #205			893	$ 48.57
		1925461006	35300 Woodward Ave #206			971	$ 52.81
		1925461007	35300 Woodward Ave #207			720	$ 39.16
		1925461008	35300 Woodward Ave #208			720	$ 39.16
		1925461009	35300 Woodward Ave #209			971	$ 52.81
		1925461010	35300 Woodward Ave #301			878	$ 47.75
		1925461011	35300 Woodward Ave #302			439	$ 23.88
		1925461012	35300 Woodward Ave #303			686	$ 37.31
		1925461013	35300 Woodward Ave #304			693	$ 37.69
		1925461014	35300 Woodward Ave #305			904	$ 49.17
		1925461015	35300 Woodward Ave #306			993	$ 54.01
		1925461016	35300 Woodward Ave #307			730	$ 39.70

		Sidwell Number	Street Address	Short Length (LFT)	Long Length (LFT)	Square Footage	Cape Seal Assessment
Lawndale	Madison to Oa	1925461017	35300 Woodward Ave #308			730	$ 39.70
		1925461018	35300 Woodward Ave #309			993	$ 54.01
		1925461019	35300 Woodward Ave #401		287.11	878	$ 47.75
		1925461020	35300 Woodward Ave #402			439	$ 23.88
		1925461021	35300 Woodward Ave #403			686	$ 37.31
		1925461022	35300 Woodward Ave #404			693	$ 37.69
		1925461023	35300 Woodward Ave #405			904	$ 49.17
		1925461024	35300 Woodward Ave #406			993	$ 54.01
		1925461025	35300 Woodward Ave #407			730	$ 39.70
		1925461026	35300 Woodward Ave #408			730	$ 39.70
		1925461027	35300 Woodward Ave #409			993	$ 54.01
		1925461028	35300 Woodward Ave #501			878	$ 47.75
		1925461029	35300 Woodward Ave #502			439	$ 23.88
		1925461030	35300 Woodward Ave #503			686	$ 37.31
		1925461031	35300 Woodward Ave #504			693	$ 37.69
		1925461032	35300 Woodward Ave #505			904	$ 49.17
		1925461033	35300 Woodward Ave #506			993	$ 54.01
		1925461034	35300 Woodward Ave #507			730	$ 39.70
		1925461035	35300 Woodward Ave #508			730	$ 39.70
		1925461036	35300 Woodward Ave #509			993	$ 54.01
		1925461037	35300 Woodward Ave Main BLDG			0	$ -
Chestnut	Elm to Adams	1936229012	807 Chestnut	60.00			$ 1,767.58
		1936229013	843 Chestnut	60.00			$ 1,767.58
		1936229014	859 Chestnut	60.00			$ 1,767.58
		1936229015	889 Chestnut	50.00			$ 1,472.98
		1936229016	909 Chestnut	50.00			$ 1,472.98
		1936229017	927 Chestnut	50.00			$ 1,472.98
		1936229018	949 Chestnut	50.00			$ 1,472.98
		1936229019	977 Chestnut	50.00			$ 1,472.98
		1936229020	991 Chestnut	50.00			$ 1,472.98
		1936229021	1007 Chestnut	50.00			$ 1,472.98
		1936229022	1035 Chestnut	50.00			$ 1,472.98
		1936229023	1043 Chestnut	50.00			$ 1,472.98
		1936229027	1055 Chestnut		121.21		$ 1,050.23
		1936231001	810 Chestnut	60.00			$ 1,767.58
		1936231002	842 Chestnut	60.00			$ 1,767.58
		1936231003	864 Chestnut	60.00			$ 1,767.58
		1936231004	890 Chestnut	50.00			$ 1,472.98
		1936231006	950 Chestnut	50.00			$ 1,472.98
		1936231007	954 Chestnut	50.00			$ 1,472.98
		1936231008	988 Chestnut	50.00			$ 1,472.98
		1936231009	1014 Chestnut	50.00			$ 1,472.98
		1936231010	1028 Chestnut	50.00			$ 1,472.98
		1936231011	1042 Chestnut	50.00			$ 1,472.98
		1936231012	412 S Adams		121.64		$ 1,053.96
		1936231027	910 Chestnut	56.00			$ 1,649.74
		1936231028	932 Chestnut	44.00			$ 1,296.22

		Sidwell Number	Street Address	Short Length (LFT)	Long Length (LFT)	Square Footage	Cape Seal Assessment
Hazel	Elm to Adams	1936231014	801 Hazel	60.00			$ 1,767.58
		1936231015	833 Hazel	60.00			$ 1,767.58
		1936231016	875 Hazel	60.00			$ 1,767.58
		1936231017	893 Hazel	50.00			$ 1,472.98
		1936231018	925 Hazel	50.00			$ 1,472.98
		1936231019	939 Hazel	50.00			$ 1,472.98
		1936231021	997 Hazel	50.00			$ 1,472.98
		1936231022	1011 Hazel	50.00			$ 1,472.98
		1936231023	1031 Hazel	50.00			$ 1,472.98
		1936231024	1053 Hazel	50.00			$ 1,472.98
		1936231025	1077 Hazel	66.97			$ 1,972.91
		1936231026	1085 Hazel	90.00			$ 2,651.36
		1936231029	959 Hazel	50.00			$ 1,472.98
		1936231030	977 Hazel	50.00			$ 1,472.98
		1936233001	820 Hazel	60.00			$ 1,767.58
		1936233002	844 Hazel	60.00			$ 1,767.58
		1936233003	868 Hazel	60.00			$ 1,767.58
		1936233004	896 Hazel	50.00			$ 1,472.98
		1936233005	920 Hazel	50.00			$ 1,472.98
		1936233006	942 Hazel	50.00			$ 1,472.98
		1936233007	960 Hazel	50.00			$ 1,472.98
		1936233008	982 Hazel	50.00			$ 1,472.98
		1936233009	998 Hazel	50.00			$ 1,472.98
		1936233010	1020 Hazel	50.00			$ 1,472.98
		1936233011	1044 Hazel	50.00			$ 1,472.98
		1936233012	1060 Hazel	50.00			$ 1,472.98
		1936233013	1078 Hazel	50.00			$ 1,472.98
		1936233014	520 S Adams	107.40			$ 3,163.96
Worthington	Southfield to Latham	1935477008	1697 Latham	75.36			$ 1,363.77
		1935477009	1152 Worthington	66.00			$ 1,194.38
		1935477010	1094 Worthington	49.00			$ 886.74
		1935477011	1056 Worthington	60.00			$ 1,085.80
		1935477012	1002 Worthington	50.00			$ 904.84
		1935477013	980 Worthington	50.00			$ 904.84
		1935477014	964 Worthington	70.00			$ 1,266.77
		1935477015	1608 Southfield	110.00			$ 1,990.64
		1935478002	1133 Worthington	66.05			$ 1,195.29
		1935478003	1115 Worthington	63.47			$ 1,148.60
		1935478004	1005 Worthington	64.53			$ 1,167.78
		1935478005	1001 Worthington	51.47			$ 931.44
		1935478006	969 Worthington	50.00			$ 904.84
		1935478007	943 Worthington	50.00			$ 904.84
		1935478008	927 Worthington	60.00			$ 1,085.80
		1935478016	895 Worthington	110.00			$ 1,990.64
		1935476017	1250 Wakefield		88.71		$ 472.16
		1935476024	1783 Norfolk		90.25		$ 480.36
		1935479009	1190 Wakefield	56.00			$ 1,013.42

		Sidwell Number	Street Address	Short Length (LFT)	Long Length (LFT)	Square Footage	Cape Seal Assessment
Wakefield	Southfield to Latham, Latham to Norfolk	1935479010	1164 Wakefield	70.00			$ 1,266.77
		1935479011	1130 Wakefield	85.00			$ 1,538.22
		1935479012	1106 Wakefield	80.00			$ 1,447.74
		1935479013	1074 Wakefield	90.00			$ 1,628.71
		1935479014	1058 Wakefield	80.00			$ 1,447.74
		1935479015	1030 Wakefield	85.00			$ 1,538.22
		1935479016	990 Wakefield	75.00			$ 1,357.25
		1935479017	948 Wakefield	78.00			$ 1,411.54
		1935480001	1829 Norfolk	98.28			$ 1,778.55
		1935480005	1255 Wakefield		90.00		$ 479.03
		1935481001	1199 Wakefield	75.15			$ 1,359.97
		1935481002	1155 Wakefield	79.07			$ 1,430.91
		1935481003	1133 Wakefield	65.44			$ 1,184.25
		1935481004	1111 Wakefield	65.44			$ 1,184.25
		1935481005	1099 Wakefield	65.44			$ 1,184.25
		1935481006	1067 Wakefield	66.28			$ 1,199.45
		1935481007	1035 Wakefield	68.33			$ 1,236.55
		1935481008	1003 Wakefield	68.34			$ 1,236.73
		1935481009	997 Wakefield	68.33			$ 1,236.55
		1935481010	955 Wakefield	68.33			$ 1,236.55
		1935481029	-	22.00			$ 398.13
W. Southlawn	Southfield to Latham	1935478009	1711 Latham		80.00		$ 425.81
		1935478010	1120 W Southlawn	90.00			$ 1,628.71
		1935478011	1098 W Southlawn	80.00			$ 1,447.74
		1935478012	1050 W Southlawn	75.00			$ 1,357.25
		1935478013	1024 W Southlawn	70.00			$ 1,266.77
		1935478014	990 W Southlawn	75.00			$ 1,357.25
		1935478015	900 W Southlawn	85.00			$ 1,538.22
		1935478017	892 W Southlawn	110.00			$ 1,990.64
		1935479001	1187 W Southlawn		66.00		$ 351.29
		1935479002	1143 W Southlawn	90.00			$ 1,628.71
		1935479003	1097 W Southlawn	81.00			$ 1,465.83
		1935479004	1063 W Southlawn	105.00			$ 1,900.16
		1935479005	1025 W Southlawn	93.00			$ 1,683.00
		1935479006	999 W Southlawn	75.00			$ 1,357.25
		1935479007	901 W Southlawn	85.00			$ 1,538.22
		1935479018	-	110.00			$ 1,990.64

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

City Clerk's Office

DATE: **April 29, 2024**

TO: **Melissa Coatta, City Engineer**

FROM: **Alexandria Bingham, City Clerk**

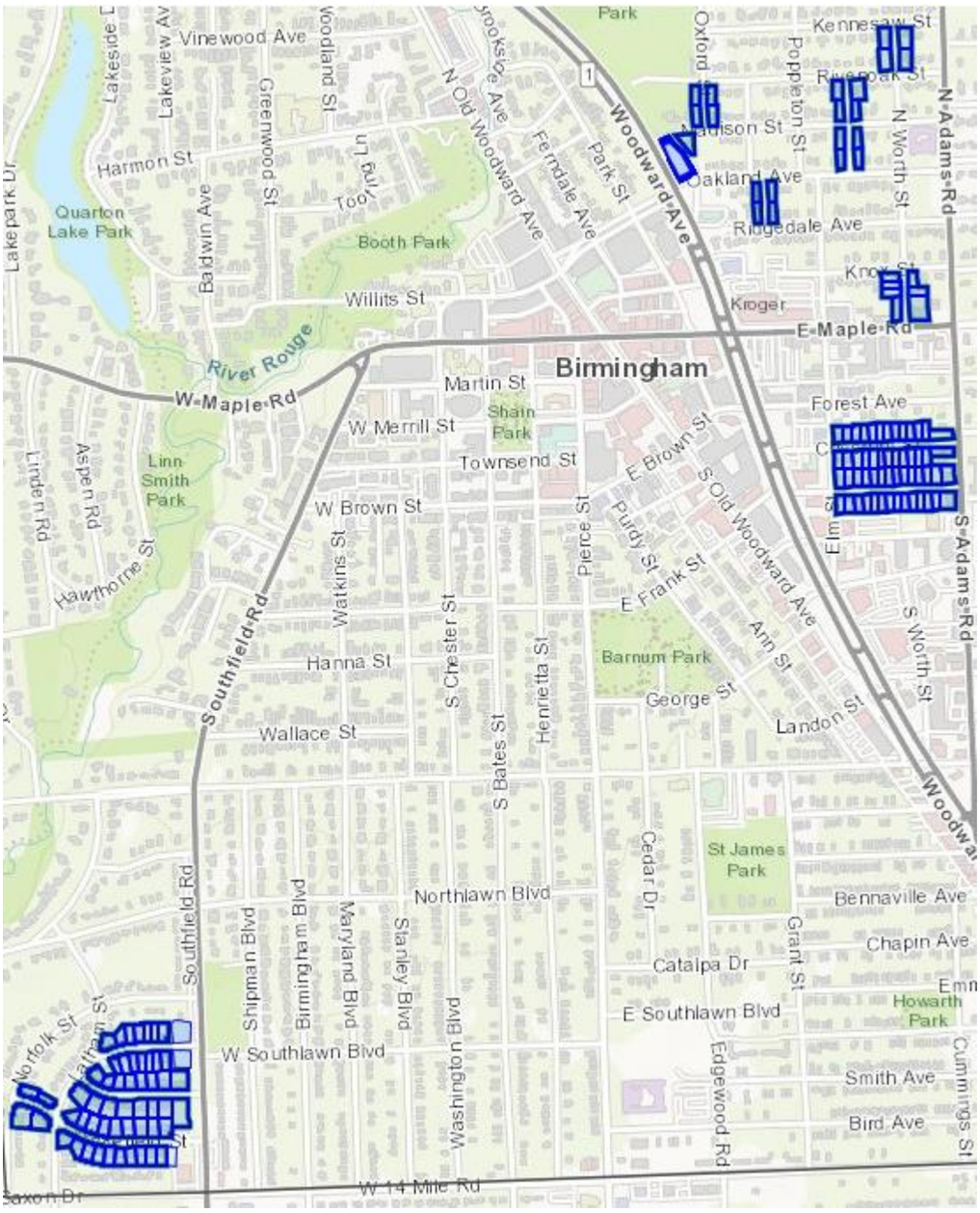
SUBJECT: **Clerk's Confirmation of Public Hearing Notice: 2024 Cape Seal Program Cape Seal Maintenance Treatment Special Assessment District (SAD)**

The public hearing notice process has been completed for 2024 Cape Seal Program Cape Seal Maintenance Treatment Special Assessment District (SAD). Please see attachments for further confirmation.

Mailing Date: 4/23/2024 & 4/25/2024
Test Mail Return Date: 4/29/2024
Publishing Dates in the Oakland Press: 4/25/2024 and 5/5/2024
Posted in www.bhamgov/publicnotices: 4/23/2024

Attachments:

1. Public Hearing Notice
2. Addresses
3. Mailing Letter
4. Mail Machine Counter Report
5. Proof of publishing for 4/25/2024

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, May 6, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 20, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	N. Worth Street from Rivenoak to Kennesaw and Knox to Maple, Rosedale Avenue from Oakland to Rivenoak, Oakdale Avenue from Oakland to Ridgedale, Oxford Drive from Madison to Rivenoak, Lawndale Avenue from Madison to Oakland, Chestnut Street from Elm to Adams, Hazel Avenue from Elm to Adams, Worthington Avenue from Southfield to Latham, Wakefield Drive from Southfield to Latham and Latham to Norfolk, and Southlawn Drive from Southfield to Latham. 
Nature of Improvement:	Unimproved road surfaces will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248)530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 4/25/2024 & 5/5/2024
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas
Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**	

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.

The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.

All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

PID	NAME	ADDRESS	CITY
Parcel Number: 1925428007	STEVEN G HOWELL	984 KENNESAW AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925428015	BRUCE J WANDYEZ	983 RIVENOAK AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925429001	MYRON E FISHER	1018 KENNESAW AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925429004	DAVID E DEVEREAUX	1019 RIVENOAK AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925486007	RYAN HUFNAGEL	191 N WORTH ST	BIRMINGHAM, MI 48009
Parcel Number: 1925486008	DENNIS R JACOBS REVOC TRUST	171 N WORTH ST	BIRMINGHAM, MI 48009
Parcel Number: 1925486009	DONALD R BROWN	159 N WORTH ST	BIRMINGHAM, MI 48009
Parcel Number: 1925486017	OSOS TONTOS LLC	111 N MAIN ST	ANN ARBOR, MI 48104
Parcel Number: 1925487001	GILBERT A MAXWELL REVOC TRUST	1016 KNOX AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925487003	156 NORTH WORTH STREET LLC	111 CADILLAC SQ STE 300	DETROIT, MI 48226
Parcel Number: 1925487007	OS OS TONTOS LLC	111 N MAIN ST	ANN ARBOR, MI 48104
Parcel Number: 1925431004	MATTHEW MALISZEWSKI	884 RIVENOAK AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925431009	MARK RUSSELL SAYERS	883 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925432001	RALPH SAROTTE	910 RIVENOAK AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925432004	EMILIA E LEON-NICHOLAS	911 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925477005	GRANT D BRUCE	888 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925477010	JENNIFER HOPKINS	887 OAKLAND AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925478001	TODD SZOTT	916 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925478006	JOHN JAHANGIR SARDAR	915 OAKLAND AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925460008	RANDY M KUMMER	592 OAKLAND AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925460018	PATRICK C LIEBLER	591 RIDGEDALE AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925480001	DARRYL JAMES DELANEY TRUST	15671 LITTLEFIELD LN	SPRING LAKE, MI 49456
Parcel Number: 1925480007	ANDREW F LOTTMAN	625 RIDGEDALE AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925401003	DANIEL M STALL	492 RIVENOAK AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925401007	NICK BONEFF	487 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925405001	RACHEL P SMITH	512 RIVENOAK AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925405010	DOUGLAS BURGHER	515 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925458001	TODD R MENDEL	440 MADISON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	DOYEON SOHN	35300 WOODWARD AVE # 402	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	EQUITY TRUST COMPANY CUSTODIAN	33717 WOODWARD AVE # 417	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	MARYAM NAZRI	35300 WOODWARD AVE # 404	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	SHAHRZAD ABBASSI RAHBAR	35300 WOODWARD AVE # 405	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	MAGDALENA M LORETI	35300 WOODWARD AVE # 406	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	BARBARA E KLOSNER	271 MORAN RD	GROSSE POINTE FARMS, MI 48236
Parcel Number: 1925461001	DEUTSCHE BANK TRUST CO AMERICAS	1 MORTGAGE WAY	MOUNT LAUREL, NJ 08054
Parcel Number: 1925461001	HASSAN M NASIR	35300 WOODWARD AVE # 409	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	JULIE HUTTO	35300 WOODWARD AVE # 501	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	JOHN PALAZZO	4385 MOTORWAY DR	WATERFORD, MI 48328
Parcel Number: 1925461001	ASOK K ROY	1825 LONG POINTE DR	BLOOMFIELD HILLS, MI 48302
Parcel Number: 1925461001	SUSAN ARMSTRONG	35300 WOODWARD AVE # 504	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	CRAIG SKINNER	35300 WOODWARD AVE # 505	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	SAMI BILANI	35300 WOODWARD AVE # 506	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	SAMI S BILANI	35300 WOODWARD AVE APT 506	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	JEFFREY R KLEIN REVOC TRUST	6435 ORANGE HILL LN	CARMICHAEL, CA 95608
Parcel Number: 1925461001	JO ANN BARTO REVOC LVNG TRUST	58976 VALLEY VIEW DR	WASHINGTON, MI 48094
Parcel Number: 1925461001	POPPLETON PLACE CONDOMINIUMS	1100 VICTORS WAY STE 50	ANN ARBOR, MI 48108
Parcel Number: 1925461001	LARA MAC	PO BOX 778	FALLBROOK, CA 92088
Parcel Number: 1925461001	MARY E DUNN TRUST	1182 WEBSTER ST	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	SUSAN DONNELLY	428 W LINCOLN ST	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	SVEN HERBEL	35300 WOODWARD AVE # 204	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	KASTINE HABIB	35300 WOODWARD AVE # 205	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	RHB#6 LLC	PO BOX 252921	WEST BLOOMFIELD, MI 48325
Parcel Number: 1925461001	GARY KAZANJIAN	979 WESTWOOD DR	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	MARCIN SORYS	4411 LAUREL CLUB CIR APT 2	W BLOOMFIELD, MI 48323
Parcel Number: 1925461001	BERNARD NICHOLS JR	35300 WOODWARD AVE # 209	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	DONNA HARRIS	336 GREENWOOD ST	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	SIDNEY R FLETCHER TRUST	35300 WOODWARD AVE # 401	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	ADAM M CODDINGTON	35300 WOODWARD AVE UNIT 12	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	JOHN SHAW	35300 WOODWARD AVE # 304	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	JOSEPH SCHENDEN LAWLESS	35300 WOODWARD AVE # 305	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	MATTHEW D PARKER	35300 WOODWARD AVE # 306	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	JAMES MENOUTES	35300 WOODWARD AVE # 307	BIRMINGHAM, MI 48009
Parcel Number: 1925461001	CHARLES PROPERTY MANAGEMENT LLC	1800 E BROADWAY ST	MOUNT PLEASANT, MI 48858

Parcel Number: 1925461001	PAUL R TAZAR	4293 SAWGRASS DR	BLOOMFIELD HILLS, MI 48302
Parcel Number: 1925461001	THOMAS R WALDRON	3187 NW SHEVLIN MEADOW DR	BEND, OR 97703
Parcel Number: 1936229012	CARL F ZOLLER	1830 NORTH LAKE DR	TROY, MI 48083
Parcel Number: 1936229013	MARK VINCKIER	843 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229014	KARYN J PRYOR REVOC TRUST	859 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229015	SALVATORE SCIGLIANO	3364 CIRCLE DR	COMMERCE TWP, MI 48382
Parcel Number: 1936229016	JAMES GLAVIN	909 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229017	THOMAS RANDOLPH	2255 FAIRWAY DR	BIRMINGHAM, MI 48009
Parcel Number: 1936229018	ROBERT P LENNOX	949 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229019	BARBARA SUE EPSTEIN REVOC TRST	977 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229020	BENJAMIN J KRAMER	991 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229021	EDVIN GODO	896 BENJAMIN DR	TROY, MI 48098
Parcel Number: 1936229022	1035 CHESTNUT LLC	177 E LONG LAKE RD	BLOOMFIELD HILLS, MI 48304
Parcel Number: 1936229023	TIMOTHY BALDWIN	1043 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936229027	ALI A CHEAIB	1055 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231001	JEFFREY THOMAS FOSTER	660 ABBEY ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231002	LYDIA JUZYCH	842 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231003	CHRISTOPHER D HULGRAVE	864 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231004	PETER SCHUBECK JR	890 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231006	JESSE HENDERSON	337 FAIRFAX ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231007	JONATHAN STEINHOUSE	954 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231008	CHRISTOPHER J ELIA	988 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231009	JOSEPH M ZANE	1014 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231010	RICHARD LOPUS	657 COVE DR	PORT AUSTIN, MI 48467
Parcel Number: 1936231011	MOHAMMADREZA KAHNAMOUEI	1401 KIRKWAY RD	BLOOMFIELD HILLS, MI 48302
Parcel Number: 1936231012	JOSEPH MECONI	412 S ADAMS RD	BIRMINGHAM, MI 48009
Parcel Number: 1936231014	ANDREW KAS-MAROGI	801 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231015	DENNIS SAMUEL LANFEAR	833 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231016	NICOLE STEVENSON	875 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231017	ABIGAIL L BOSCO	893 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231018	ROBERT SHANK	925 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231019	STACY L GOLDBERG	939 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231021	EDI LEVI	997 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231022	JOSEPH P BOYLE	1011 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231023	LILLIAN M APOLLINARI	1031 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231024	JOHN FALLUCCA	1053 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231025	VINCENT SEBASTIANI	253 E CAMBOURNE ST	FERNDALE, MI 48220
Parcel Number: 1936231026	MICHAEL J GLOVIS	3445 BALFOUR DR	TROY, MI 48084
Parcel Number: 1936231027	CHRISTINA MUNRO	1421 PIERCE ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231028	DAN IONESCU	932 CHESTNUT ST	BIRMINGHAM, MI 48009
Parcel Number: 1936231029	GREGORY S ALKHAS	959 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936231030	PRATHEEP SEVANTHINATHAN	977 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233001	SAMUEL OH	820 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233002	CARMEN HICKOK	844 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233003	SUSHRUTH SHENAVA	868 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233004	MICHELLE MCINERNEY	896 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233005	DAVID HENNING	920 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233006	BRANDI BIALAS	942 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233007	JULIE N SHERBIN	960 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233008	LISA LATESSA DONLEY	982 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233009	SHARON S TUNSTALL	998 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233010	PAMELA MOCERI	1020 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233011	JOSEPH STEVENS	1044 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233012	LAWRENCE A MARKS	1060 HAZEL AVE	BIRMINGHAM, MI 48009
Parcel Number: 1936233013	STEPHEN W CHUDIK	PO BOX 391	BIRMINGHAM, MI 48012
Parcel Number: 1936233014	COLONIAL SALES & ENGINEERING INC	2841 SHADYWOOD DR	TROY, MI 48098
Parcel Number: 1935476017	JOEL D STERN	1250 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935476024	ANDREW KEEGAN MCNEALY	1783 NORFOLK DR	BIRMINGHAM, MI 48009
Parcel Number: 1935477008	DOLORES IRENE SWEENEY	1697 LATHAM RD	BIRMINGHAM, MI 48009
Parcel Number: 1935477009	RONALD B ELLMAN LVNG TRUST	1152 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935477010	VICTOR H GARSKE	1094 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935477011	JOSEPH EDWARD HATHAWAY	1056 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935477012	JEFFREY W ROTH	1002 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935477013	WALTER J PALAMARCHUK	980 WORTHINGTON AVE	BIRMINGHAM, MI 48009

Parcel Number: 1935477014	JAMES F DAUER	964 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478001	JOVICA NASTOVSKI	1159 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478002	MATTHEW A CARMONA	1133 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478003	MICHEL KHOURI	1115 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478004	JOHN W WESTERHEIDE	1005 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478005	MARK AND MARY HENRY REVOC TRUST	1001 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478006	PETER M GULLO	969 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478007	CHRISTIAN HYDE	943 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478008	VADIM AVSHALUMOV	927 WORTHINGTON AVE	BIRMINGHAM, MI 48009
Parcel Number: 1935478009	DRIEKA G DEGRAFF TRUSTEE	1711 LATHAM RD	BIRMINGHAM, MI 48009
Parcel Number: 1935478010	MARY K ERMATINGER REVOC TRUST	1120 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935478011	THANANJAYAN RANGANATHAN	1098 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935478012	ROBB A KOZLESKI	1050 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935478013	MICHAEL MARDEROSIAN	1024 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935478014	MICHAEL GRUBBISICH	990 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935478015	TIMOTHY L NASSO	900 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935478017	SHEHBAZ MAHMOOD	892 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479001	JOHN AND WENDY LEARY LVNG TRUST	1187 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479002	MICHAEL BROWN	1143 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479003	JAMES DUDLEY	1097 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479004	FRED J CUSIMANO	1063 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479005	CAROL VALVERDE	1025 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479006	DAVID JERNEYCIC	999 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479007	TERRI A MACKSOUND	901 W SOUTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479009	JASON P TOEPFER	1190 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479010	PATRICK J SEEBERG	1164 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479011	HANGUK PROPERTIES LLC	1360 NORTHLAWN BLVD	BIRMINGHAM, MI 48009
Parcel Number: 1935479012	JACK L RANSOM	1106 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479013	D MICHEAL ESPER	1074 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479014	JARROD A PITSTICK	1058 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479015	CLEMENS F CONRAD	3449 LONE PINE RD	WEST BLOOMFIELD, MI 48323
Parcel Number: 1935479016	RUSSELL VORHEES	990 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479017	MELVIN LARSEN	948 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935479018	CITY OF BIRMINGHAM	PO BOX 3001	BIRMINGHAM, MI 48012
Parcel Number: 1935480001	ABBY GROUP LLC	1829 NORFOLK DR	BIRMINGHAM, MI 48009
Parcel Number: 1935480005	ROBERT E CARR	1255 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481001	CATHERINE RAFTREY TICER	1199 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481002	DINO FERDINANDI	1155 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481003	LAURA LYNN MASON	1133 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481004	JAMES B FEITEN	1111 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481005	MICHAEL LAWRENCE SINGER	1099 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481006	JESSE FENTON	1067 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481007	DIANE L MORRIS	1035 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481008	DANIEL KEITH	1003 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481009	BLANCE A HODDE	997 WAKEFIELD DR	BIRMINGHAM, MI 48009
Parcel Number: 1935481010	NATHAN SCHERBARTH	955 WAKEFIELD DR	BIRMINGHAM, MI 48009

BIRMINGHAM
A WALKABLE CITY

Monday, April 16, 2024

TO: parcel #
NAME
ADDRESS
CITY/STATE/ZIP

RE: 2024 Cape-Seal Program Cape-Seal Maintenance Treatment Special Assessment District (SAD)

The City of Birmingham will be completing maintenance on your unimproved road by placing a cape seal treatment on our road this year. Construction on this project is anticipated to start in late Spring/early Summer.

With this letter, you will find attached notifications for two public hearings regarding this project:

1. A public hearing will occur **Monday, May 6, 2024**, at 7:30 p.m. in City Hall at 151 Martin St. during a regular City Commission meeting, for the purpose of a Hearing of Necessity and to designate a Special Assessment District, as we undertake public improvements, for the installing for cape seal treatment for the 2024 Cape-Seal Program.

2. If Necessity is determined at the May 6, 2024 hearing, a Public Hearing for Confirmation of the Roll will follow on **Monday, May 20, 2024**, at 7:30 p.m. in City Hall at 151 Martin St. during a regular City Commission meeting.

Work items typically included in these projects include the following:

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

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

- 85% of the 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 the charges in one payment, if you choose, the City can charge you annually for up to five years. Annual interest will be charged at a rate of 9.25%. The City will provide an estimate of costs associated with this Special Assessment at the Hearing of Necessity to be held on May 6, 2024.

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:	$3,677.88	PBP Account Number:	35884980
	Used:	$38,057.12	Indicia Number:	0008029208
	Total Pieces:	51970	Meter Number:	8029208
	Control Sum:	$41,735.00	Meter Name:	
	Resettable Piece Count:	174	Printed:	APR 23 2024 2:38 PM
	Piece Count Value:	$111.36		

Funds Report				
	Available:	$3,533.01	PBP Account Number:	35884980
	Used:	$38,201.99	Indicia Number:	0008029208
	Total Pieces:	52195	Meter Number:	8029208
	Control Sum:	$41,735.00	Meter Name:	
	Resettable Piece Count:	4	Printed:	APR 25 2024 10:09 AM
	Piece Count Value:	$2.56		

NATION+WORLD

LONDON

Rush hour chaos as 5 military horses run amok

LONDON » Five military horses spooked by noise from a building site bolted during routine exercises on Wednesday near Buckingham Palace, threw off four riders and caused chaos as they galloped loose through central London streets and collided with vehicles during the busy morning rush hour.

The commotion erupted when the horses from the Household Cavalry, which were conducting an extended exercise for an upcoming military parade, presumably became alarmed by the sound of concrete falling off a moving walkway at a construction site in Belgravia, a swanky neighborhood just to the west of the palace.

Five of the seven horses ran off and four soldiers were thrown off. Three of them were hospitalized with injuries.

— The Associated Press

AUSTRIA

CHRISTIAN BRUNA — THE ASSOCIATED PRESS

Auctioneer Michael Kovacek declares the sale of the painting 'Portrait of Fräulein Lieser' by Austrian painter Gustav Klimt during an auction, in Vienna, Wednesday. A portrait of a young woman by Gustav Klimt that was long believed to be lost has been sold at an auction in Vienna for $32 million. The Austrian modernist artist started work on the "Portrait of Fräulein Lieser" in 1917, the year before he died, and it is one of his last works.

ARIZONA

House advances repeal of state's abortion ban

PHOENIX » A proposed repeal of Arizona's near-total ban on abortions won approval from the state House Wednesday after two weeks of mounting pressure on Republicans over an issue that has bedeviled former President Donald Trump's campaign to return to the White House.

Three Republicans joined in with all 29 Democrats Wednesday to repeal a law that predated Arizona's statehood and provides no exceptions for rape or incest. If the Senate approves as expected, Arizona would allow abortions up to 15 weeks.

Their political ambitions imperiled by widespread opposition to a near-total abortion ban, Trump and U.S. Senate candidate Kari Lake had urged Arizona lawmakers to ease the restrictions.

— The Associated Press

IRAN

Death sentence given to rap star for protest songs

A prominent Iranian hip hop musician who was arrested for his protest lyrics and social media posts has been sentenced to death by an Iranian court, the reformist Shargh newspaper reported.

Toomaj Salehi was arrested in October 2022 during nationwide protests that were triggered by the death in custody of Mahsa Amini, a 22-year-old Kurdish-Iranian woman who had been arrested by so-called morality police for allegedly violating strict Islamic dress codes.

Salehi will appeal the sentence, Shargh reported, quoting his lawyer Amir Raisian.

Salehi's music and online posts were fiercely critical of Iran's Islamic leadership and he was a strong supporter of the uprising, which was mostly led by women and young people.

— Bloomberg

ITALY

Loans of works to museum banned in statue dispute

ROME » Italy's Culture Ministry has banned loans of works to the Minneapolis Institute of Art, following a dispute with the U.S. museum over an ancient marble statue believed to have been looted from Italy almost a half-century ago.

The dispute began in March 2022 when an Italian court ruled that the Minneapolis museum was irregularly in possession of the Stabiae Doriforo, a Roman-era copy of The Doryphoros of Polykleitos, an ancient Greek sculpture.

Rome claims that the sculpture was looted in the 1970s from an archaeological site at Stabiae, an ancient city close to Pompeii that was also covered by lava and ashes when Mount Vesuvius erupted in A.D. 79. A spokesman for Italy's Culture Ministry confirmed the ban on Wednesday.

— The Associated Press

CHICAGO

'Rat hole' removed, city says sidewalk damaged

CHICAGO » A Chicago sidewalk landmark some residents affectionately called the "rat hole" was removed Wednesday after city officials determined the section bearing the imprint of an animal was damaged and needed to be replaced, officials said.

The imprint has been a quirk of a residential block in Chicago's North side neighborhood of Roscoe Village for years, but it found fresh fame in January after a Chicago comedian shared a photo on the social media platform X.

The attention, however, quickly grew old for neighbors who complained about visitors at all hours, sometimes leaving coins and other items scattered across the sidewalk. Plus, most in the neighborhood argue that the imprint was actually caused by a squirrel.

— The Associated Press

OHIO

Family: woman charged in robbery was scam victim

FAIRFIELD TOWNSHIP, OHIO » A 74-year-old woman charged in the armed robbery of a credit union last week is a victim of an online scam who may have been trying to solve her financial problems, according to her relatives.

Ann Mayers, who had no previous run-ins with the law, faces counts of aggravated robbery with a firearm and tampering with evidence in Friday's robbery in Fairfield Township.

Officers arrested Mayers at her Hamilton home shortly after the robbery. A handgun was found in her car, which police allege she used in the robbery.

Authorities later learned that Mayers might have been a scam victim and are looking into the claims. Her relatives told detectives that she had been sending money to an unidentified individual.

— The Associated Press

AUSTRALIA

7 alleged teen extremists linked to stabbing arrested

SYDNEY » Australian police arrested seven teenagers accused of following a violent extremist ideology in raids across Sydney, as a judge extended a ban on social media platform X sharing video of a knife attack on a bishop that started the criminal investigation.

The seven, aged 15 to 17, were part of a network that included a 16-year-old boy accused of stabbing a bishop in a Sydney church on April 15, police said. Clips of the stabbing were taken from the church service's livestream and subsequently made the rounds on X. An Australian regulator on Monday ordered the platform to take down the videos, an action the platform is fighting.

Other social media companies including Google, Microsoft, Snapchat and TikTok have complied with similar orders.

— The Associated Press

MINNESOTA

Veteran will finally get his Purple Heart medal, 73 years late

By Steve Karnowski
The Associated Press

MINNEAPOLIS » A Korean War veteran from Minnesota who still carries shrapnel in his leg from when he was wounded in combat will finally get his Purple Heart medal, 73 years late.

The U.S. Army notified Earl Meyer, 96, of St. Peter, on Monday that it has reversed itself and granted him a Purple Heart, which honors service members wounded or killed in combat.

The decision came after a campaign by his daughters and attorney. U.S. Sen. Amy Klobuchar of Minnesota championed his cause. The Army's top noncommissioned officer — the sergeant major of the army — took an interest in the case after it had been rejected for years due to a lack of paperwork. U.S. District Judge John Tunheim this year ordered an Army review board to take another look.

The Army sent Meyer's attorney a stack of documents Monday to notify them of the decision, including a certificate in color saying it was "for wounds received in action on June 1951 in Korea."

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, May 6, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 20, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	N. Worth Street from Rivenoak to Kennesaw and Knox to Maple, Rosedale Avenue from Oakland to Rivenoak, Oakdale Avenue from Oakland to Ridgedale, Oxford Drive from Madison to Rivenoak, Lawndale Avenue from Madison to Oakland, Chestnut Street from Elm to Adams, Hazel Avenue from Elm to Adams, Worthington Avenue from Southfield to Latham, Wakefield Drive from Southfield to Latham and Latham to Norfolk, and Southlawn Drive from Southfield to Latham.
Nature of Improvement:	Unimproved road surfaces will be restored with a new cape-seal treatment as part of the unimproved street maintenance program.
City Staff Contact:	Melissa Coatta, City Engineer mcoatta@bhamgov.org, (248) 530-1839
Notice Requirements:	Newspaper Notice and First Class Mail to affected property owners 10 days prior. Publish 4/25/2024 & 5/1/2024
Approved minutes may be reviewed at:	City Clerk's Office or www.bhamgov.org/commissionagendas

Should you have any statement regarding the above, you are invited to attend the meeting in person or virtually through ZOOM: **https://zoom.us/j/655079760 Meeting ID: 655 079 760**

You or your agent may appear at the hearings to express your views; however, if you fail to protest either in person or by letter received on or before the date of the hearing, you cannot appeal the amount of the special assessment to the Michigan Tax Tribunal. Mail any correspondence to: City Clerk, P.O. Box 3001, Birmingham, MI 48012.
The property owner may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the roll.
All special assessments, including installment payments, shall, from the date of the confirmation thereof, constitute a lien on the respective lots or parcels assessed, and until paid shall be charged against the respective owners of the lots or parcels assessed.

Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk's Office at 248.530.1880 (voice) or 248.644.5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

ADVERTISEMENT FOR BIDS

Owner:	**Hazel Park Schools – 1620 E. Elza, Hazel Park, MI 48030**
Project:	**Hazel Park Schools, District Wide Door Assessment** The Hazel Park Schools will receive single prime sealed bids to furnish all labor and materials and perform all other work necessary and incidental to the project listed above, in accordance with published instructions, specifications, drawings and other contract documents. **Project Scope – General Construction:** Provide all labor, material and equipment necessary to modify or replace existing doors or door hardware in select locations within existing buildings. All work on site is to be performed during nonscheduled academic times as posted on the District's Academic Calendar or after the last daily school bell. Note academic days and bell times vary by school.
Documents:	**Bid documents for all bid packages will be available on or about April 19, 2024.** Bid documents can be electronically downloaded free of charge from the Architect. A written request for documents shall be sent to jhoulihan@partnersinarch.com.
Pre-Bid Meeting:	**Friday, April 26, 2024 at 3:00 p.m.** The pre-bid meeting will be held at Hazel Park High School, 23400 Hughes Ave, Hazel Park, MI 48030 at the Main Entrance
Questions:	**Last day for questions is May 1, 2024 at 12:00 p.m.** Questions should be directed to PARTNERS in Architecture, PLC, in writing and via email. Forward questions to: jhoulihan@partnersinarch.com.
Bid Deadline:	**Tuesday, May 7, 2024 at 2:00 p.m.**
Bid Location:	**The Hazel Park Schools located at 1620 E. Elza, Hazel Park, MI 48030 to the attention of: Jason Zirnis.** Sealed bids must be received by the Bid Deadline. Bids received after the deadline and bids received electronically or via fax will **not** be accepted or considered. Bids will be publicly opened and read aloud immediately following the bid due time.
Bid Submittal:	**Return TWO COMPLETE COPIES of Bid** The Board of Education shall not accept a bid that does not meet the following requirements: - Bidders **MUST** use the bid form(s) in the project manual. - Submit bid in a **SEALED** envelope, clearly labeled with bid title, date & time of the bid opening. - **Bid Security** - certified check or acceptable bid bond payable to The Hazel Park Schools, in an amount equal to five percent (5%) of the total bid. - Include sworn and notarized familial relationship(s) statement. - Include sworn and notarized Iran Economic Sanctions Act - Affidavit of Compliance. - **Bonding** - For bids exceeding $50,000, successful bidder must be able to provide a 100% Labor and Material Payment Bond and a Performance Bond.

Bids submitted shall fully comply in all respects to these instructions, published specifications, drawings, and other contract documents. Bid price shall include all costs associated with this project.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. The Board reserves the right to reject any or all bids received and to waive any formalities in regard thereto. In addition, the Board reserves the right to evaluate bids on any basis determined by the Board to be in the best interest of the Board and to consider alternate bids if the low bidder(s) do(es) not meet the specifications or are otherwise determined to be unqualified.

Architect: **PARTNERS in Architecture, PLC** 65 Market St., Suite 200, Mount Clemens, MI 48043 (586) 469-3600

NOTICE OF PUBLIC HEARINGS
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, May 6, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Meeting Date, Time, Location:	HEARING FOR CONFIRMATION OF THE ROLL Monday, May 20, 2024, 7:30 PM Municipal Building, 151 Martin, Birmingham, MI 48009
Project Location:	Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street
Nature of Improvement:	Replacement and improvement to alley pavement, streetlight fixtures to bringing them to City Code, and dumpster screening.
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 4/25/2024 & 5/1/2024
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.
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BIRMINGHAM
A WALKABLE CITY

2024 Cape Seal Program Project

Hearing of Necessity for Cape Seal Special Assessment District (SAD)

Engineering Department

Date: May 6, 2024

8B

2024 Cape Seal Program
Cape Seal Special Assessment District

➢Overview

- Cape seal existing unimproved streets located in the southwest corner of the City between Norfolk Drive, Southfield Road, and Saxon Drive, and between Woodward Avenue to Adams Road north of Lincoln Road:
  - Worth: Kennesaw to Rivenoak, and Knox to Maple
  - Rosedale: Madison to Rivenoak
  - Oakdale: Oakland to Ridgedale
  - Oxford: Rivenoak to Madison
  - Lawndale: Madison to Oakland
  - Worthington – Southfield to Latham
  - Southlawn – Southfield to Latham
  - Wakefield – Southfield to Norfolk
  - Rosedale: Madison to Oak
  - Chestnut: Elm to Adams
  - Hazel: Elm to Adams
- Special Assessment District (SAD) for Cape Seal will defray the costs incurred by the City for construction of these improvements.

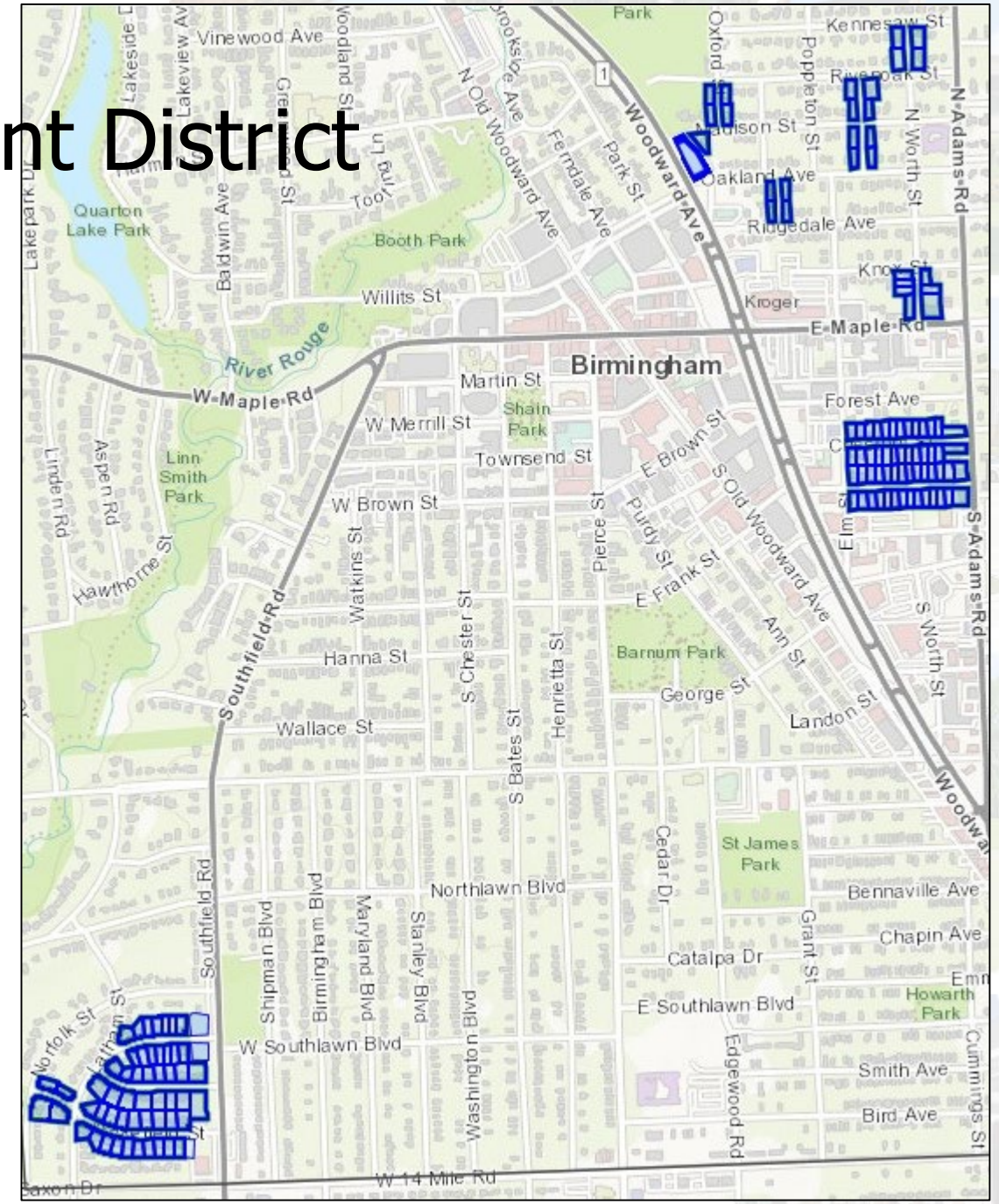
BIRMINGHAM
A WALKABLE CITY

2024 Cape Seal Program
Cape Seal Special Assessment District

➢History

Previous Cape Seal Treatment:

Street Name	Start/End	Year Cape Sealed
N. Worth	Kennesaw/Rivenoak	2008
Rosedale	Full Street	2009
Oakdale	Full Street	2014
Oxford	Rivenoak / Madison	1997
Lawndale	Full Street	2014
Chestnut	Elm/Adams	2009
Hazel	Elm/Adams	2010
Worthington	Southfield to Latham	2009
Wakefield	Southfield to Latham	1997
	Latham to Norfolk	2009
W. Southlawn	Southfield to Latham	2009



BIRMINGHAM
A WALKABLE CITY

2024 Cape Seal Program
Cape Seal Special Assessment District

➢City 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.

BIRMINGHAM
A WALKABLE CITY

2024 Cape Seal Program
Cape Seal Special Assessment District

- Project Costs
  - Overall Estimated Project Costs: $287,245.00
  - Total Footage Along Project: 11,220.27 feet
  - Assessable Footage Along Project: 7,001.43 feet
  - Condominium Site:
    - Cost is prorated by the square footage of each unit

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2024 Cape Seal Program
Cape Seal Special Assessment District

➢Project Costs – Two Types of Construction

- Method One: Spot patch, double chip and slurry.
  - Cost: $161,875.00
  - Length: 7,603.03 feet
  - Cost per foot: $21.29
    - Worth: Kennesaw to Rivenoak
    - Worth: Knox to Maple
    - Rosedale: Madison to Rivenoak
    - Oakdale: Oakland to Ridgedale
    - Oxford: Rivenoak to Madison
    - Lawndale: Madison to Oaklan
    - Worthington – Southfield toLatham
    - Southlaw – Souhfield to Latham
    - Wakefield – Southfield to Norfolk
- Method Two: Pulverize, double chip and slurry.
  - Cost: $125,370.00
  - Length: 3,617.24 feet
  - Cost per foot: $34.66
    - Rosedale: Madison to Oak
    - Chestnut: Elm to Adams
    - Hazel: Elm to Adams

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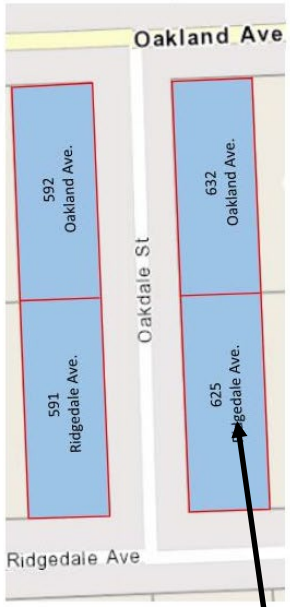
2024 Cape Seal Program
Cape Seal Special Assessment District

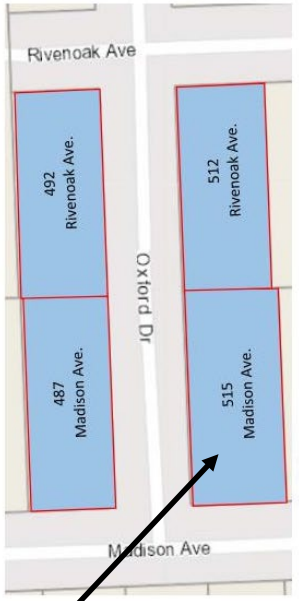
N. Worth Street:
Rivenoak to Kennesaw and Knox to Maple

Rosedale Street:
Oakland to Rivenoak

Oakdale Street:
Oakland to Ridgedale



Oxford Drive:
Madison to Rivenoak



Properties included in proposed Cape Seal Treatment Special Assessment District

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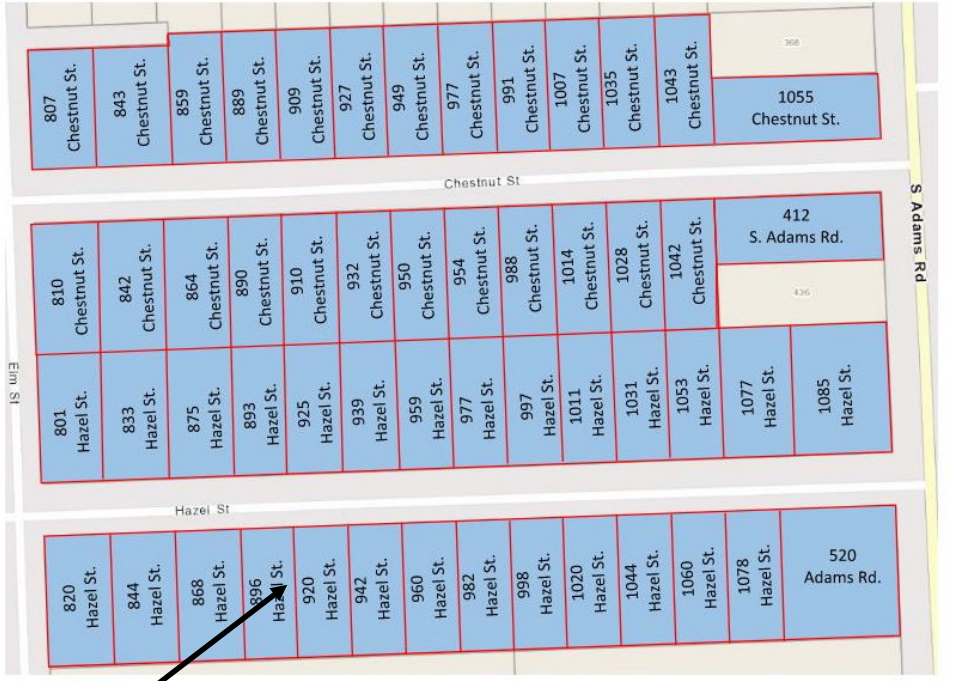
2024 Cape Seal Program
Cape Seal Special Assessment District

Lawndale Street:
Madison to Oakland

Chestnut Street: Elm to S. Adams

Hazel Street: Elm to S. Adams



Properties included in proposed Cape Seal Treatment Special Assessment District

BIRMINGHAM
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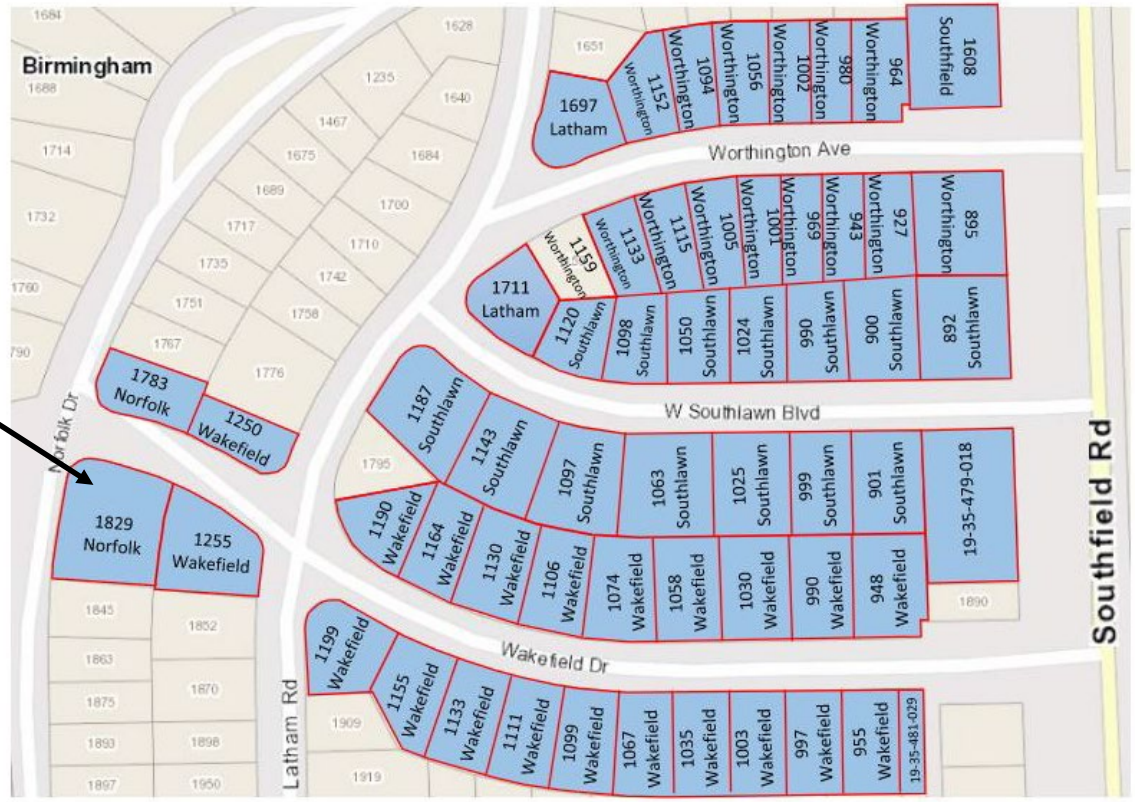
2024 Cape Seal Program
Cape Seal Special Assessment District

Worthington Avenue: Southfield to Latham

Wakefield Drive: Southfield to Latham, and Latham to Norfolk

W. Southlawn Blvd.: Southfield to Latham

Properties included in proposed Cape Seal Treatment Special Assessment District



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2024 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions

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2024 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions

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2024 Cape Seal Program
Cape Seal Special Assessment District

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Existing Conditions

2024 Cape Seal Program
Cape Seal Special Assessment District

Existing Conditions

2024 Cape Seal Program
Cape Seal Special Assessment District

➢Summary

- The Engineering Department recommends City Commission declare a necessity and approve the SAD for 2024 Cape Seal Program for cape seal treatment.
- Should the Commission approve the SAD, a public hearing for confirmation of the roll will be held on May 20, 2024.

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MEMORANDUM

Engineering Department

DATE: May 14, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Pierce Alley and West Maple Alley Project
Contract #8-24 (P) Contract Award

INTRODUCTION:
The City received and opened bids for the Pierce Alley and West Maple Alley Project Contract #8-24 (P). Three (3) bids were received for consideration, and the Engineering Department recommends awarding this contract to Eminent Excavating LLC.

BACKGROUND:
This project includes construction on Pierce Alley, from Merrill Street to Pierce Street, and West Maple Alley, from Henrietta Street to Pierce Street with the following items:

Pierce Alley – Merrill Street to Pierce Street:
Repaving the alley with concrete pavement and exposed aggregate panels to match the City's standard alley section. A minor storm sewer will be installed to allow the edges of the alley to drain the center of the alley. There are two existing street lights that are the older style that will be replaced. Also, dumpster screens will be installed similar to Hamilton Alley in front of the dumpsters, recycling bins, and linen storage bins.

West Maple Alley – Henrietta Street to Pierce Street:
The alley will be repaved with concrete pavement and exposed aggregate panels to match other alleys within the City. Additional storm sewer will be installed to allow drainage to come to the center of the alley.

A paving special assessment district (SAD) along Pierce Alley and West Maple Alley was presented to the City Commission on May 6, 2024, with the confirmation of roll on May 20, 2024.

The Engineering Department opened bids on April 11, 2024, and received three (3) bids, as listed in the attached summary. The lowest bidder was Eminent Excavating LLC of $778,001.00 for the

Base Bid (exposed aggregate panels), and $745,065.00 for Alternate #1 (all concrete/no exposed aggregate panels).

Eminent Excavating LLC has previously worked in the City of Birmingham and is currently working in the City on the Edgewood Road Project. The Engineering Department is confident that they are quailfied to perform the type of work.

As required for all City construction projects, Eminent Excavating LLC has submitted a 5% bid security with their bid which will be forfeited if they do not provide signed contracts, bonds, and insurance required by the contract.

LEGAL REVIEW:
The City's standard RFP and contract language was used for bidding this project which the City Attorney has reviewed and approved. No legal issues exist nor objections by the City Attorney.

FISCAL IMPACT:
This project is budgeted for the 23/24 fiscal year. The total construction cost for the project is estimated to be $816,901.05 which includes Eminent Excavating LLC bid amount of $778,001.00 and a 5% construction contingency. The project award will be funded by the following accounts:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Alley Fund	101.0-523.000-981.0100	$649,151.00	$32,457.55	$681,608.55
Sewer Fund	590.0-537.000-981.0100	$128,850.00	$6,442.50	$135,292.50

SUSTAINABILITY:
N/A

PUBLIC COMMUNICATIONS:
Property owners received notification during the paving special assessment district. A property owner meeting was held on April 23, 2024, and communication with property owners in the project will be included in the general project announcement.

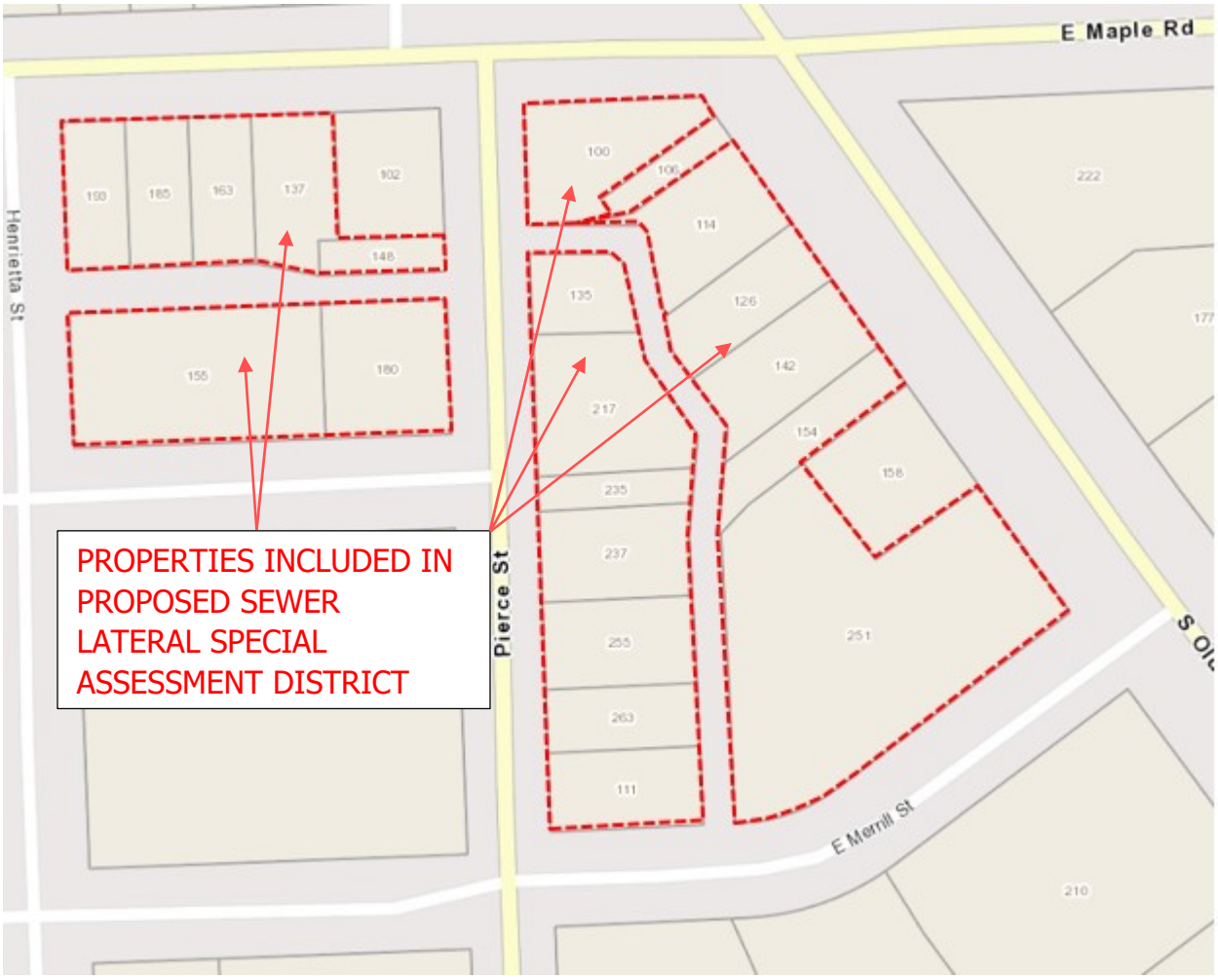
SUMMARY:
The Engineering Department recommends the Pierce and West Maple Alley Project Contract #8-24 (P) be awarded to Eminent Excavating LLC.

ATTACHMENTS:
- Project Area Map
- Bid Summary
- Nowak and Fraus Recommendation Letter
- Plans
- Contract Book

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to award the Pierce and West Maple Project #6-24(S) to Eminent Excavating LLC in the amount of $778,001.00 and a 5% construction contingency for a total of $816,901.05. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City contingent upon execution of the agreement and meeting all insurance and bond requirements by Eminent Excavating LLC. Funding for this project has been budgeted in the following accounts:

Fund Account	Fund ID Number	Project Award	5% Contingencies	Total
Alley Fund	101.0-523.000-981.0100	$649,151.00	$32,457.55	$681,608.55
Sewer Fund	590.0-537.000-981.0100	$128,850.00	$6,442.50	$135,292.50

Pierce Alley and West Maple Alley
Paving Special Assessment District Map



BID TABULATION
CITY OF BIRMINGHAM
2024 PIERCE AND MAPLE ALLEY RECONSTRUCTION
CONTRACT #8-24(P)

Bids Due: April 11, 2024

Item	Quantity	Unit	**Eminent Excavating LLC** 514 S. Fort Street Detroit, Michigan 48217 Unit Price	Total Cost	**V.I.L. Construction, INC.** 6670 Sims Dr Sterling Heights, MI 48313 Unit Price	Total Cost	**DiPonio Contracting** 51251 Simone Industrial Dr Shelby Twp., MI 48316 Unit Price	Total Cost
SEWER PAY ITEMS								
1. 8" Storm Sewer, PVC SDR 26, Trench A	43	LF	$ 350.00	$ 15,050.00	$ 740.00	$ 31,820.00	$ 500.00	$ 21,500.00
2. 10" Storm Sewer, PVC SDR 26, Trench A	36	LF	$ 375.00	$ 13,500.00	$ 760.00	$ 27,360.00	$ 500.00	$ 18,000.00
3. Sewer Tap, 8"	3	EA	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 3,000.00	$ 7,000.00	$ 21,000.00
4. Install Sewer Service Clean-Out	7	EA	$ 3,000.00	$ 21,000.00	$ 7,500.00	$ 52,500.00	$ 4,000.00	$ 28,000.00
5. 6" Perforated Pipe Underdrain (No Sock- 30' @ each CB/Inlet structure)	120	LF	$ 40.00	$ 4,800.00	$ 65.00	$ 7,800.00	$ 40.00	$ 4,800.00
6. New 4'-0" Combined Manhole, Construct Online, Pre-Cast Concrete	1	EA	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00	$ 15,000.00	$ 15,000.00
7. New 3'-0" Storm Manhole with 2' Sump and Trap, Pre-Cast Concrete	3	EA	$ 5,500.00	$ 16,500.00	$ 4,500.00	$ 13,500.00	$ 9,000.00	$ 27,000.00
8. New 3'-0" Storm Catch Basin with 2' Sump and Trap, Pre-Cast Concrete	1	EA	$ 5,500.00	$ 5,500.00	$ 4,500.00	$ 4,500.00	$ 9,000.00	$ 9,000.00
9. New 2'-0" Storm Inlet, PVC	3	EA	$ 5,000.00	$ 15,000.00	$ 3,500.00	$ 10,500.00	$ 7,000.00	$ 21,000.00
10. Reconstruct Manhole (if and where needed)	30	VF	$ 400.00	$ 12,000.00	$ 50.00	$ 1,500.00	$ 1,200.00	$ 36,000.00
11. Remove & Replace Structure Cover (as directed by City)	1,500	LB	$ 8.00	$ 12,000.00	$ 3.00	$ 4,500.00	$ 6.00	$ 9,000.00
SUBTOTAL - SEWER PAY ITEMS				**$ 128,850.00**		**$ 161,980.00**		**$ 210,300.00**
PAVING PAY ITEMS								
12. Earth Excavation	435	CY	$ 48.00	$ 20,880.00	$ 50.00	$ 21,750.00	$ 500.00	$ 217,500.00
13. Subgrade Undercutting	115	CY	$ 50.00	$ 5,750.00	$ 100.00	$ 11,500.00	$ 130.00	$ 14,950.00
14. Salvage Ex. Guardrail	26	LF	$ 50.00	$ 1,300.00	$ 150.00	$ 3,900.00	$ 60.00	$ 1,560.00
15. Removing Pavement Full Depth	1,490	SY	$ 36.00	$ 53,640.00	$ 30.00	$ 44,700.00	$ 80.00	$ 119,200.00
16. Chip Around Bollard/Post Footing	34	EA	$ 500.00	$ 17,000.00	$ 100.00	$ 3,400.00	$ 500.00	$ 17,000.00
17. Bituminous Mixture No. 13A, All Course	33	TON	$ 400.00	$ 13,200.00	$ 250.00	$ 8,250.00 *	$ 230.00	$ 7,590.00
18. Aggregate Base, MDOT 21AA Limestone, 8"	1,466	SY	$ 40.00	$ 58,640.00	$ 35.00	$ 51,310.00	$ 85.00	$ 124,610.00
19. **(See Base Bid & Alternate #1 Pay Item)**	0			$ -	$ -	$ -	$ -	$ -
20. **(See Base Bid & Alternate #1 Pay Item)**	0			$ -	$ -	$ -	$ -	$ -
21. Remove and Replace Concrete Curb and Gutter	7	LF	$ 75.00	$ 525.00	$ 125.00	$ 875.00	$ 80.00	$ 560.00
22. Adjust Structure Cover	6	EA	$ 750.00	$ 4,500.00	$ 800.00	$ 4,800.00	$ 2,000.00	$ 12,000.00
SUBTOTAL - PAVING PAY ITEMS				**$ 175,435.00**		**$ 150,485.00** *		**$ 514,970.00**

BID TABULATION
CITY OF BIRMINGHAM
2024 PIERCE AND MAPLE ALLEY RECONSTRUCTION
CONTRACT #8-24(P)

Bids Due: April 11, 2024

Item	Quantity	Unit	**Eminent Excavating LLC** 514 S. Fort Street Detroit, Michigan 48217 Unit Price	Total Cost	**V.I.L. Construction, INC.** 6670 Sims Dr Sterling Heights, MI 48313 Unit Price	Total Cost	**DiPonio Contracting** 51251 Simone Industrial Dr Shelby Twp., MI 48316 Unit Price	Total Cost
GENERAL PAY ITEMS								
23. Mobilization	1	LS	$ 30,000.00	$ 30,000.00	$ 50,500.00	$ 50,500.00	$ 60,000.00	$ 60,000.00
24. Traffic Maintenance & Control	1	LS	$ 25,000.00	$ 25,000.00	$ 314,700.00	$ 314,700.00	$ 50,000.00	$ 50,000.00
25. Maintenance Aggregate	1	LS	$ 20,000.00	$ 20,000.00	$ 2,500.00	$ 2,500.00	$ 30,000.00	$ 30,000.00
26. Water and Sewer Allowance	1	LS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
27. Preconstruction Video	1	LS	$ 5,000.00	$ 5,000.00	$ 2,500.00	$ 2,500.00	$ 1,025.00	$ 1,025.00
28. Removing Street Light Foundation	2	EA	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 3,000.00
29. New Signs	25	SF	$ 55.00	$ 1,375.00	$ 30.00	$ 750.00	$ 25.00	$ 625.00
30. Outdoor-Rated Convex Mirror	2	EA	$ 1,000.00	$ 2,000.00	$ 500.00	$ 1,000.00	$ 850.00	$ 1,700.00
31. Sign Post, U-Channel	72	LF	$ 25.00	$ 1,800.00	$ 16.00	$ 1,152.00	$ 15.00	$ 1,080.00
32. Dumpster Screen, Including Foundation	73	LS	$ 1,200.00	$ 87,600.00	$ 1,200.00	$ 87,600.00	$ 1,060.00	$ 77,380.00
33. Steel Bollard, 6", Including PVC Shield	15	EA	$ 1,500.00	$ 22,500.00	$ 1,000.00	$ 15,000.00	$ 1,370.00	$ 20,550.00
34. Inlet Filter	6	EA	$ 300.00	$ 1,800.00	$ 150.00	$ 900.00	$ 200.00	$ 1,200.00
35. Inlet Sediment Pit	4	EA	$ 300.00	$ 1,200.00	$ 25.00	$ 100.00	$ 400.00	$ 1,600.00
36. **(See Base Bid and Alternate #1 Pay Item)**	0			$ -		$ -		$ -
37. **(See Base Bid and Alternate #1 Pay Item)**	0			$ -		$ -		$ -
SUBTOTAL - GENERAL PAY ITEMS				**$ 227,275.00**		**$ 504,702.00**		**$ 273,160.00**
BASE BID - PAVING PAY ITEMS								
19. Concrete Pavement, Non-reinforced, 9"	1,209	SY	$ 99.00	$ 119,691.00	$ 90.00	$ 108,810.00	$ 113.00	$ 136,617.00
20. Concrete Pavement, Non-reinforced, 9" Exposed Aggregate	170	SY	$ 225.00	$ 38,250.00	$ 155.00	$ 26,350.00	$ 190.00	$ 32,300.00
BASE BID - GENERAL PAY ITEMS								
36. Alley Rental - Pierce Alley	$ 1,500.00	PER DAY	30	$ 45,000.00	38	$ 57,000.00	50	$ 75,000.00
37. Alley Rental - W. Maple Alley	$ 1,500.00	PER DAY	29	$ 43,500.00	34	$ 51,000.00	30	$ 45,000.00
SUBTOTAL - BASE BID ITEMS				**$ 246,441.00**		**$ 243,160.00**		**$ 288,917.00**
TOTAL ESTIMATE (BASE BID)				**$ 778,001.00** *		**$ 1,060,327.00**		**$ 1,287,347.00**
ALTERNATE #1 - PAVING PAY ITEMS								
19. Concrete Pavement, Non-reinforced, 9"	1,379	SY	$ 95.00	$ 131,005.00	$ 90.00	$ 124,110.00	$ 113.00	$ 155,827.00
20. Concrete Pavement, Non-reinforced, 9" Exposed Aggregate	0	SY	$ -	$ -	$ -	$ -	$ -	$ -
ALTERNATE #1 - GENERAL PAY ITEMS								

BID TABULATION
CITY OF BIRMINGHAM
2024 PIERCE AND MAPLE ALLEY RECONSTRUCTION
CONTRACT #8-24(P)

Bids Due: April 11, 2024

Item	Quantity	Unit	**Eminent Excavating LLC** 514 S. Fort Street Detroit, Michigan 48217 Unit Price	Total Cost	**V.I.L. Construction, INC.** 6670 Sims Dr Sterling Heights, MI 48313 Unit Price	Total Cost	**DiPonio Contracting** 51251 Simone Industrial Dr Shelby Twp., MI 48316 Unit Price	Total Cost
36. Alley Rental - Pierce Alley	$ 1,500.00	PER DAY	28	$ 42,000.00	28	$ 42,000.00	47	$ 70,500.00
37. Alley Rental - W. Maple Alley	$ 1,500.00	PER DAY	27	$ 40,500.00	24	$ 36,000.00	27	$ 40,500.00
SUBTOTAL - BASE BID ITEMS				**$ 213,505.00**		**$ 202,110.00**		**$ 266,827.00**
TOATL ESTIMATE (ALTERNATE #1)				**$ 745,065.00** *		**$ 1,019,277.00** *		**$ 1,265,257.00**

Corrected By Engineer*

NF ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

April 17, 2024

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: Ms. Melissa A. Coatta, P.E.
City Engineer

Re: Recommendation for Bid Award
Pierce Alley & W. Maple Alley Reconstruction Project - Contract #8-24P
NFE Job #K910 & L433-01

Dear Ms. Coatta,

Bids for the subject project were received, opened, and read on Thursday, April 11th, 2024, at 2:00 p.m. at City Hall. A total of three (3) bids were received and read. The bids have been tabulated, checked, and are in order. The low bidder for the project is Eminent Excavating, LLC (Eminent), whose total bid amounts for the Base Bid and Alternate #1 scope of work were the lowest bids received, at $778,001.00 and $745,065.00, respectively. We note that the low bid amounts received from Eminent were below the Engineer's Opinion of Probable Cost for both respective alternates, by approximately 10%.

NFE has previous experience working with Eminent when they were a subcontractor for the 2020 Maple Road Reconstruction project, and they are currently under contract as the prime contractor for the upcoming Edgewood Road Reconstruction project. Based on previous experience, along with their submitted reference projects, we do not have any concerns about Eminent's capability to perform the work.

We understand that the City is planning to select the Base Bid ("exposed aggregate concrete") option for this contract. We therefore recommend that Contract #8-24P for the Pierce Alley & W. Maple Alley Reconstruction Project be awarded to Eminent Excavating, LLC in the amount of **$778,001.00.**
Please do not hesitate to contact our office if you have any questions or comments.

Sincerely,

Paul Tulikangas, P.E.
Associate / Engineering Manager

Brett Buchholz, P.E.,
Principal

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032
WWW.NOWAKFRAUS.COM
VOICE: 248.332.7931
FAX: 248.332.8257

BIRMINGHAM
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MEMORANDUM

City Manager's Office

DATE: May 16, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Feasibility Study and Program Assessment for 400 E. Lincoln

INTRODUCTION:
At the February 12, 2024 regular meeting, the City Commission awarded NORR, LLC a contract to perform a building assessment and conceptual designs for the renovation/expansion of the building at 400 E. Lincoln, currently the Birmingham YMCA. The building was purchased by the City in June 2023 to become a senior/recreation center that houses Next and offers intergenerational programming. NORR, LLC has submitted a draft needs assessment report that was reviewed by the Ad Hoc Senior/Recreation Center Committee at the May 15, 2024 meeting.

BACKGROUND:
The City of Birmingham purchased the building at 400 E. Lincoln, Birmingham MI 48009, known as the YMCA Building, in June 2023 at a cost of $2 million dollars. The City contributed $1.5 million dollars of the purchase price and Next, a licensed 501(c)(3) nonprofit organization which provides Birmingham and other local communities with older person services (adults age fifty and older) contributed the remaining $500,000 dollars. The City closed on the property in July 2023.

In November 2023, the City issued a Request for Proposals (RFP) for an assessment of the existing building and conceptual designs with proposals due on January 5, 2024. Eight (8) firms submitted proposals which were then evaluated by City staff who recommended two (2) firms to be considered by the City Commission.

At the February 12, 2024 regular meeting, the City Commission interviewed Krieger Klatt Architects and NORR, LLC and discussed the firms' proposals. The Commission voted to award NORR, LLC the contract to perform the building assessment and conceptual designs as outlined in the RFP.

The City Commission established an Ad Hoc Senior/Recreation Center Committee (SCC) at the regular March 4, 2024 meeting 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 Commission. Beginning March 20, 2024, the SCC has met weekly to craft a vision, goals, and objectives, prepare an estimated timeline for the project, and receive regular updates from NORR, LLC on their progress on the report.

As the primary tenant of the future senior/recreation center, Next staff were interviewed by NORR, LLC to review their current operations and determine their needs for the building. NORR, LLC also interviewed Birmingham YMCA staff to determine the type of programming the YCMA envisioned for the 10,000 square feet of space that was agreed to in the City's purchase agreement.

NORR, LLC prepared the property/building assessment and systems evaluation report based on multiple site visits by the design team beginning in March 2024. The report documents the existing conditions of the Architectural, Mechanical, and Electrical systems. Additionally, the facility has also been evaluated for life safety and American with Disabilities Act (ADA) compliance. Mechanical, Electrical, Plumbing and Structural engineering reports have been provided by IMEG Engineers, and a cost evaluation will be provided during Phase 2 by AM Higley.

NORR, LLC submitted the Feasibility Study and Program Assessment to the SCC for review at their May 15, 2024 meeting. The SCC agreed that the Feasibility Study and Program Assessment be provided to the City Commission for their review.

LEGAL REVIEW:
No legal action is required.

FISCAL IMPACT:
The Feasibility Study and Program Assessment report is the first of two reports that NORR, LLC will provide in accordance with their proposal in the amount of $133,694. NORR's services are funded through a grant obtained by Next from Oakland County.

SUSTAINABILITY:
One of the goals that the SCC has adopted for the project is to "Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact."

PUBLIC COMMUNICATIONS:
The public was invited to provide feedback through either an Engage Birmingham or paper survey. NORR, LLC received 445 online responses and 218 paper responses. The public was also invited to an open house meeting on April 29, 2024 at the YMCA building. Approximately 150 members of the public attended the open house. A public town hall meeting will be held at Next (2121 Midvale, Birmingham, MI) on May 22 to review the Feasibility Study and Program Assessment.

SUMMARY:
Staff recommends that the Commission review and accept the Feasibility Study and Program Assessment report produced by NORR, LLC for the senior/recreation center at 400 E. Lincoln.

ATTACHMENTS:
- Feasibility Study and Program Assessment, May 2024
- Draft SCC meeting minutes May 15, 2024

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to accept the Feasibility Study and Program Assessment report for the senior/recreation center at 400 E. Lincoln, Birmingham, MI 48009.

BIRMINGHAM
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BIRMINGHAM SENIOR RECREATION CENTER

Feasibility Study and Program Assessment

City of Birmingham, Michigan

Amended May 16th, 2024

DRAFT

Next

the YMCA
FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

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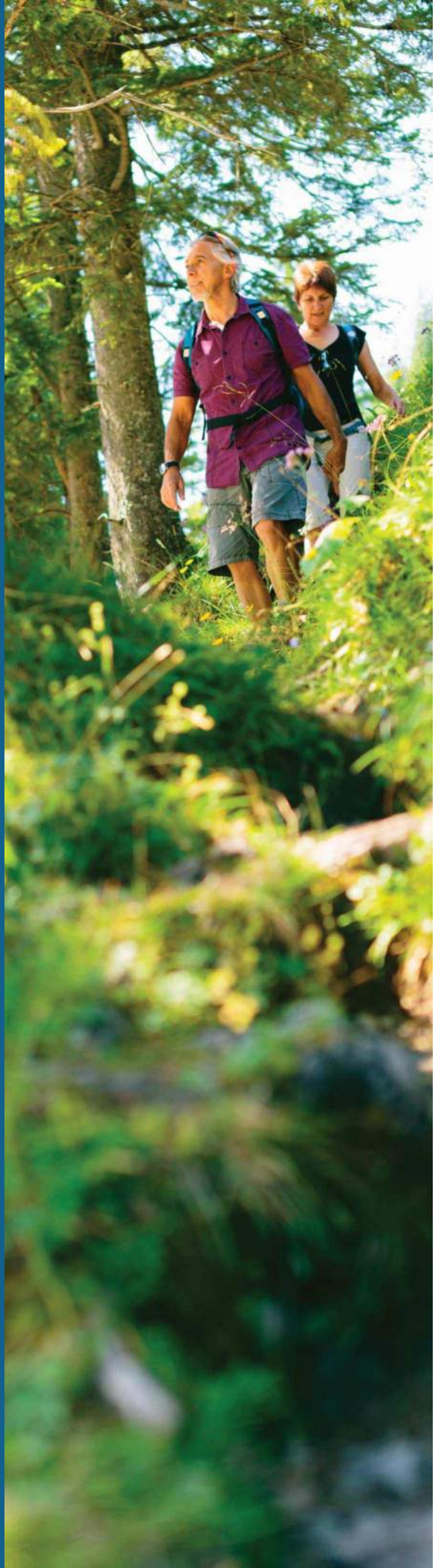

ACKNOWLEDGEMENTS

We would like to express our gratitude for the participation and cooperation of the residents, municipal leadership, and community organizations for their support in the preparation of the 2024 Birmingham Seniors | Recreation Center Feasibility Study and Programming Assessment. Thank You!

BIRMINGHAM CITY COMMISSION

Mayor Elaine McLain
Mayor Pro-Tem Katie Schafer
Commissioner Clinton Baller
Commissioner Andrew Haig
Commissioner Brad Host
Commissioner Anthony Long
Commissioner Therese Longe

BIRMINGHAM AD HOC | SENIOR RECREATION CENTER COMMISSION

Elaine McLain	*Mayor	City Commissioner*
Anthony Long	*City Commissioner*
Daniel Share	*Planning Board Member*
Pam Graham	*Parks and Recreation Board Member*
Bert Koseck	*Architect*
Donald Rodgers	*Construction Contractor*
Cris Braun	*Next Representative*
Kelly Plocharczyk	*YMCA Representative*
Jason Emerine	*Engineer*

BIRMINGHAM NEXT

Cris Braun	*Executive Director*
Kathleen Tillson	*Office Supervisor*
Sara Callendar	*Staff Assistant*
Bev Singer	*Staff Assistant*
Susan Gwizdz	*Marketing / Communication*

BIRMINGHAM FAMILY YMCA OF METRO DETROIT

Kelly Stubbe	*Executive Director*
Erin Boone	*Member Experience Director*
Lisel Scranton	*Youth and Family Program Director*
Rachel Nelson	*Aquatics Director*

CITY ADMINISTRATION

Jana Ecker	*City Manager*
Melissa Fairbairn	*Assistance City Manager*
Mark Clemence	*Assistance City Manager*
Scott Zielinski	*Director of DPS*
John Galik	*Facilities Building Manager*
Bruce Johnson	*Building Official*
Mark Gerber	*Finance Director*

PREPARED BY:

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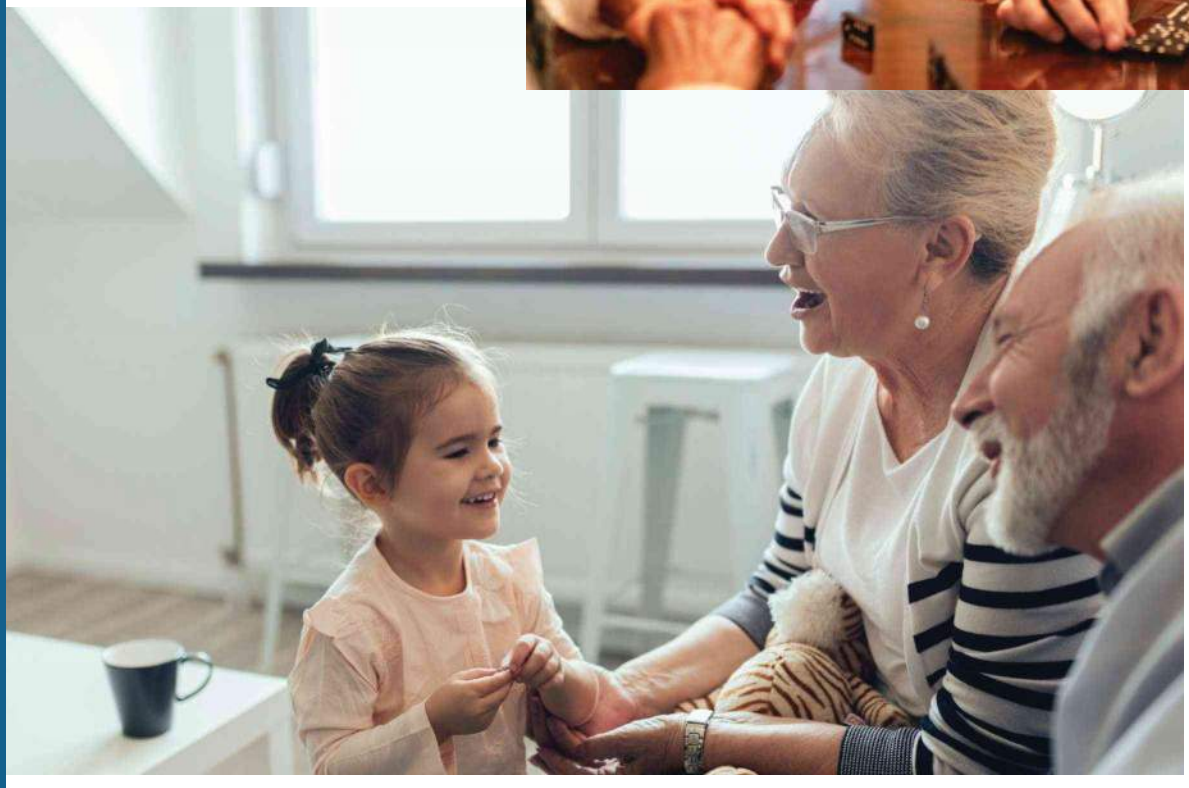

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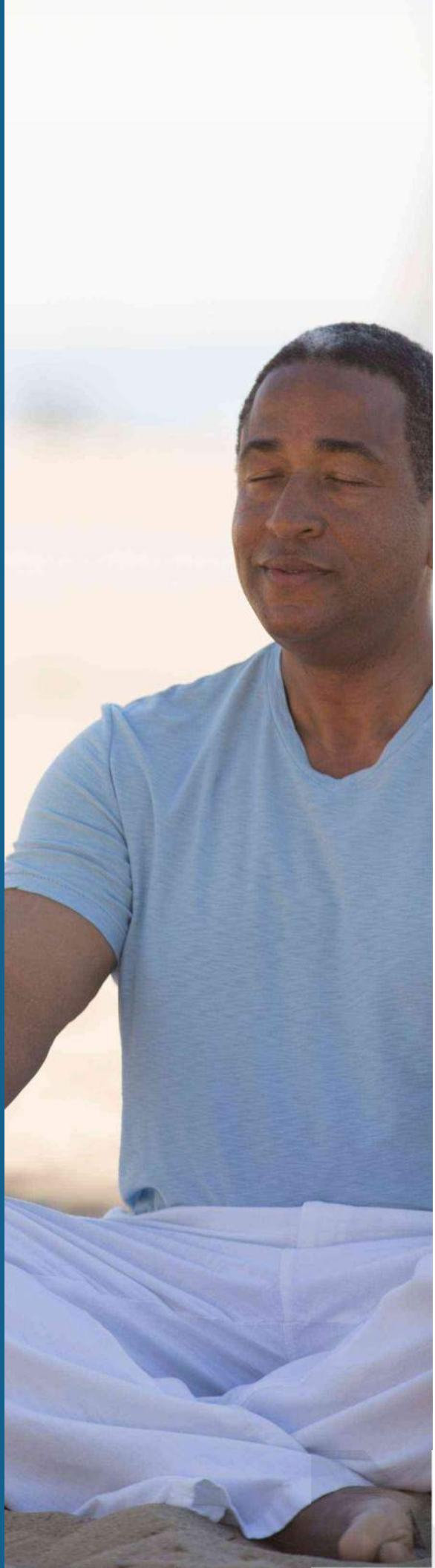

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TASK 1

INTRODUCTION

NORR

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Preface

In February 2024, NORR LLC was selected by the City of Birmingham to develop a feasibility study and conceptual design for the Birmingham Seniors/Recreation Center. Our objective was to establish a permanent residence for Next, catering to Birmingham's seniors while also developing space to encompass a diverse range of ages. This process wasn't about exploring boundless possibilities; instead, it was a strategic process crafted to pave a clear and concise path forward.
As the envisioned multigenerational center aims to enhance the health and wellness of Birmingham's residents and engage membership partners from the neighboring communities, a commitment to inclusivity and community service guided our process. Throughout the process, our team engaged with community leaders, elected officials, planners, architects, and, most notably, the residents themselves in shaping the city's future.

Central to our design challenge was the principle of inclusivity, reflecting our dedication to serving the local senior community while recognizing the needs of multigenerational residents. The feasibility study and conceptual design were aligned with the City of Birmingham's strategic vision, emphasizing a balance between active and passive programs that are adaptable to varying usage patterns throughout the day. From morning exercises to evening gatherings, encompassing everything from community lectures to intergenerational games, the aim was to foster a cohesive sense of community and encourage cross-generational interaction.
The results are detailed in the subsequent report and appendices. While our plan may be ambitious, it is firmly grounded in the mission, values, and strategic objectives of the City of Birmingham.

Vision Statement:

Create a welcoming and dynamic hub where all the members of the community can gather in an environment that promotes socialization, physical activity and lifelong learning that enhance both personal and community wellness.

Relevant City Strategic Goal:

Offer City services and amenities that enrich the lives of residents while serving as a permanent senior/community center to house Next senior services and to offer space for multi generational programs, engage with youth in the community with a teen board or committee.

About Us

Unlike most other community centers, what is unique to this 50+ community center is the relationship of the Birmingham Public Schools and Next, the non-profit organization serving seniors. The progressive vision of school district leaders in the 1970s, adopted the philosophy that became the cornerstone of future strategic plans and mission statements; that the educational system and the surrounding community, which includes residents, businesses and other interlocal agencies, should be interconnected and working together to offer the best possible educational experience to students. This philosophy was realized through the creation of the Community Education Department, and Next, as the vehicles to foster a school-community partnership that has withstood the test of time and resulted in a stronger and more inclusive community for learners of all ages.

Next continues to meet the needs of our 50 plus community with a robust and diverse calendar of activities and a comprehensive Support Service Department. Over the past several years, membership at Next has increased over 70% and program participation has expanded to more than 268% with 1,500 weekly visits to the center - we now serve more than 2200 members!

We are honored to serve the 50 plus populations of Birmingham, Beverly Hills, Bingham Farms and Franklin, as well as residents from the surrounding communities. We know that success doesn't happen without strong community partners - we are grateful for the support and guidance of the schools and the municipalities we serve as we continue to thrive while meeting the increasing demands of our area's older residents.

We are proud to serve our community, armed with an entrepreneurial spirit and a dynamic approach to addressing community issues, Next relies on a diverse revenue stream to support its day-to-day operations. Philanthropy is key to keeping our programs and services growing while ensuring accessibility to all who want to participate. Next is proud to be a 501 (c) (3).

Contact Us:

Birmingham NEXT
2121 Midvale Street
Birmingham, MI 48009-1509
Phone: 248-203-5270
Fax: 248-203-5272

https://birminghamnext.org/

About Us

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY
BIRMINGHAM FAMILY YMCA

Our Strategic Vision

Our YMCA is a vital partner in the development of thriving communities.

At the YMCA of Metropolitan Detroit, we believe…

- Health and wellness should be accessible to all.
- Everyone should have an opportunity to contribute to improving their community.
- Healthy communities are safe, inclusive, and welcoming.
- Youth deserve positive experiences to support them in realizing their potential.
- Commitment to Community

Our YMCA is committed to providing experiences that enhance:

- Family & Community
- Child & Youth Development
- Health & Wellness

Our Mission

To put Judeo-Christian principles into practice through programs that build healthy spirit, mind and body for all.

Our Values

YMCA of Metropolitan Detroit is committed to practicing and demonstrating the core values of caring, honesty, respect, responsibility, and inclusion in all aspects of the organization.

Contact Us:

Birmingham Family YMCA
400 E. Lincoln St.
Birmingham, MI 48009
Phone: 248-644-9036

https://ymcadetroit.org/birmingham/

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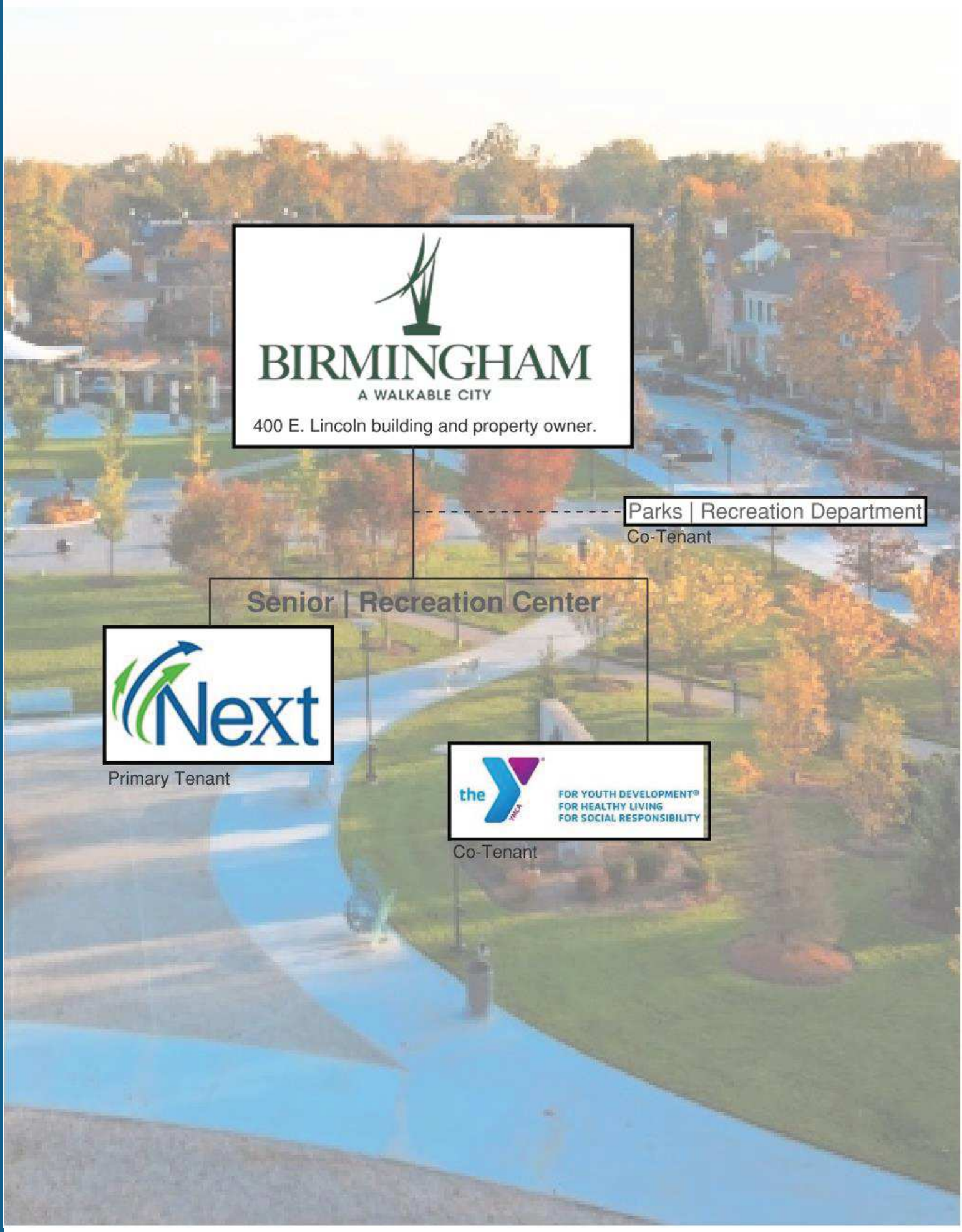
BIRMINGHAM
A WALKABLE CITY
400 E. Lincoln building and property owner.
Parks | Recreation Department
Co-Tenant
Senior | Recreation Center
Next
Primary Tenant
the YMCA
FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY
Co-Tenant

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TASK 2

COMMUNITY ENGAGEMENT

NORR

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Public Engagement Community Meeting and Survey Summary

Introduction
The feasibility study work was a direct result of the public input that was gathered during the community engagement process. Prior efforts by the City of Birmingham, Next, and the community stakeholders led to an initial layer of public input which formed the basis of the schematic design concepts. To complete the feasibility study and further refine the initial concepts, the consulting team received additional public input in the form of an in-person community engagement meeting, paper surveys, and an online survey. The following information provides details on all survey efforts.

2022 Online Survey
The survey was administered by Next using the online service SurveyMonkey.

The 546 responses received from this 2022 survey were shared with NORR. NORR felt that this was a very strong response rate.

The survey was available to both non-residents and residents and it is important to note that over 36% of responses were from residents.

2024 Online Survey
The ten question, multiple-choice answer questionnaire was designed in a way to facilitate prioritization of activities, amenities, and membership for spaces that respondents would want to be included in a senior and multi-generational recreational facility.

The survey was administered using the City of Birmingham "ENGAGE" online service SurveyMonkey and was open for approx. four weeks.

The survey link was posted and advertised by the city manager's office, and it received 445 responses. NORR felt that this was a very strong response rate.

The survey was available to both non-residents and residents and were limited to one response per IP address and it is important to note that over 83% of responses were from residents.

2024 In-person community engagement open house
An in-person stakeholder engagement meeting was held on 4/29/2024 at the Birmingham Family YMCA gymnasium from 6:00 to 8:00PM.

Approx. 150 people attended the event, which consisted of a brief presentation of the existing YMCA facility followed by public input where attendees shared their comments, concerns, and goals on both the existing YMCA facility and the needs of the expanded facility once shared with Next.

After a brief tour of the facility, attendees directly engaged in small focus groups and documented their ideas on floor plans, note cards, and in direct communication with the NORR team members.

All appropriate public comments received from this open house are now being processed by the design team to be added to the initial design concepts. These comments are documented community engagement appendix and are instrumental to help shape the phase 2 conceptual design study.

2024 Paper surveys

Paper surveys (hardcopies) were printed and distributed by the City manager's office through multiple publicly accessible locations throughout the city. The format and data formulated on these surveys were jointly developed by NORR, Next, the YMCA, and by City members.

218 paper surveys responses were received and collected during the in-person stakeholder meeting, and through the USPS mail, city drop-offs, and emailed to city staff. Although a small percentage of the surveys were incomplete or lacking answers on all questions, the design team feels that the paper survey process achieved a proper selection of input from respondents.

The survey was available to members and non-members of YMCA and Next, and to both non-residents and residents and it is important to note that over 77% of responses were from residents.

Survey Summary of Findings

Respondents to both the on-line and paper surveys were very passionate about the activities they currently participate in and do not want to see any removed or reduced. This attitude was reinforced by the community open house that was well-attended and the participants were highly engaged in voicing their opinions about both the current YMCA and the Next facilities. Combined survey results can be summarized as the following:

- Birmingham was the largest city represented by respondents with 59.8% of the input (35.3% paper and 83.1% on-line)
- Female respondents were the dominant gender with 65.4% of the input.
- In most results, fitness activities such as walking/running, attending fitness classes, and lifting weights scored the highest in the priorities categories.
    - Support for the variety of Next enrichment programs, socializing with other Next members, was a popular activity frequently commented that attending.
    - Amongst the "Very Important" activities respondents identified nearby parking with safe, well-lit spaces, Indoor fitness equipment, Lifelong learning, and adult education classes the highest ranked activities.

- A good portion of survey responses were expected, for example:
    - Next users tended to be from the older age categories (66-75 and older) and mostly enjoy community events, social interaction settings, and group activities such as Lifelong Learning and Adult Ed Classes
    - YMCA users mostly tend to be from the younger age categories where they enjoy more individual activities like fitness, working out, and weight training.
    - Both groups rated indoor fitness equipment and safe, well-lit parking as high priorities.
    - A majority of the paper survey respondents (62.8%) are current members of Next.

- Some survey responses were not expected, for example:
    - Both "shared" and "separation" of spaces between user groups only rated as medium-to-low on the priority list.
    - Youth programs, and items for parents like Child Watch and indoor playscape, scored very low on the priority list.
    - The majority of respondents to the on-line survey (65.1%) are currently not members of Next or the YMCA

- Although the YMCA building by itself did not rate high in the written comments, the activities provided at the facility and the friendliness of the staff received numerous positive comments.
- Pickleball along with the Swimming pool/locker rooms received strong community support from these specific activities being provided as a part of the a Senior Recreation Center facility, with the Swimming pool and locker rooms scored in the medium-to-high range of priorities.

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2024 Online Survey Results

Birmingham Senior/Recreation Center

Engage Birmingham

Birmingham Senior/Recreation Center Community Survey

The new Birmingham recreational facility located at 400 E. Lincoln will become the new home of Next senior services and provide recreational opportunities for Birmingham residents. Please share your ideas about what should be included in the new facility by taking the survey below.

What city do you live in?

What is your age range?

(Choose any one option)

- [ ] Under 35
- [ ] 36-45
- [ ] 46-55
- [ ] 56-65
- [ ] 66-75
- [ ] 76-85
- [ ] Over 85

What is your gender?

What is the number of people living in your home?

In what ways do you envision yourself utilizing the facility?

(Choose all that apply)

- [ ] As a member of Next (ex. attending Next programs, socializing with other Next members, etc.)
- [ ] Attending fitness classes
- [ ] Open gym
- [ ] Participating in an adult sports league
- [ ] Participating in a youth sports league
- [ ] Renting a multi-purpose room for an event (ex. hosting a graduation party, baby shower, etc.)
- [ ] Reserved court time
- [ ] Using fitness equipment
- [ ] Using a meeting room for a community meeting
- [ ] Other (please specify)

What activities would you like to do at this facility?

(Choose all that apply)

- [ ] Basketball
- [ ] Lift weights
- [ ] Meet with friends
- [ ] Participating as a member of Next
- [ ] Pickleball
- [ ] Play cards or table games
- [ ] Volleyball
- [ ] Walking/running

☐ Other (please specify)

Please select how important you find the following amenities:

Questions	Very important	Somewhat important	Neutral	Somewhat unimportant	Not important at all
Adult education classes					
Birmingham Parks & Recreation offices					
Child watch					
Civic events					
Craft space					
Creative arts					
Early morning hours					
Extended evening hours					
Handicap parking spaces					
Indoor children's playspace					
Indoor fitness equipment					
Lifelong learning					
Locker rooms					
Nearby parking with safe, well-lit spaces					
Outdoor fitness equipment					
Outdoor seating and tables					
Performing arts					
Restrooms that are easily accessed from St. James Park					
Separation of recreation and senior spaces					
Shared recreation and senior spaces					
Showers					
Snack bar					
Space rentals for parties					
Swimming pool					
Vending machines					
Youth/family programs					

Do you have any additional ideas for how the City of Birmingham should use the site at 400 E. Lincoln (ex. a new police station, a dog park, etc.)?

What time(s) of day would you use this facility?

(Choose all that apply)

☐ Morning
☐ Afternoon
☐ Evening
☐ Unsure

How many times per week would you use this facility?

Are you a member of Next?

(Choose any one option)

- [ ] Yes
- [ ] No

What do you like most about Next's current facility?

What would you change about Next's current facility?

Are you a member of the Birmingham YMCA?

(Choose any one option)

- [ ] Yes
- [ ] No

What do you like most about the Birmingham YMCA facility?

What would you change about the Birmingham YMCA facility?

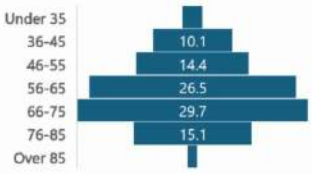
Please provide any additional feedback that you have about the proposed senior/recreation facility.

Total Online Surveys: **445**

Demographics - Birmingham and Surrounding (Online Survey)

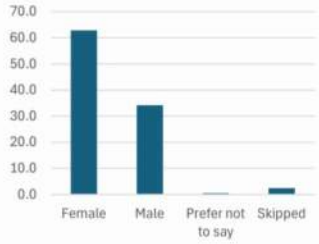
Age range

Response	# Responses	Percentage
Under 35	11	2.5
36-45	45	10.1
46-55	64	14.4
56-65	118	26.5
66-75	132	29.7
76-85	67	15.1
Over 85	5	1.1
Blank (Unanswered)	3	0.7
Total	445	100



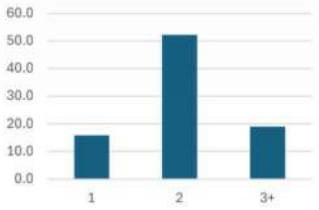
Gender

Response	# Responses	Percentage
Female	280	62.9
Male	152	34.2
Prefer not to say	2	0.4
Skipped	11	2.5
Total	445	100



# of people in home

Response	# Responses	Percentage
1	69	15.8
2	228	52.2
3+	83	19.0
Absence of answer, unclear or irrelevant answer	8	N/A
Total Applicable Answers	437	

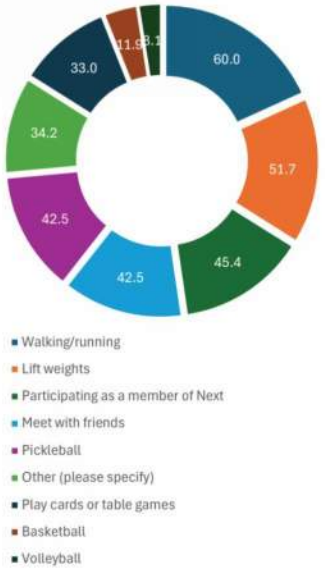


In what ways do you envision yourself utilizing the facility?

Response	# Responses	Percentage
As a member of Next (ex. attending Next programs, socializing with other Next members, etc.)	261	58.7
Attending fitness classes	320	71.9
Open gym	190	42.7
Participating in an adult sports league	150	33.7
Participating in a youth sports league	55	12.4
Renting a multi-purpose room for an event (ex. hosting a graduation party, baby shower, etc.)	79	17.8
Reserved court time	106	23.8
Using fitness equipment	295	66.3
Using a meeting room for a community meeting	88	19.8
Other	78	17.5

What activities would you like to do at this facility?

Response	# Responses	Percentage
Walking/running	267	60.0
Lift weights	230	51.7
Participating as a member of Next	202	45.4
Meet with friends	189	42.5
Pickleball	189	42.5
Other (please specify)	152	34.2
Play cards or table games	147	33.0
Basketball	53	11.9
Volleyball	36	8.1



How important you find the following amenities: (1-Not important at all" to "5-Very Important")	Response	Total weight	Total Responses	Weighted Average
	Nearby parking with safe, well-lit spaces	1589	437	3.64
	Indoor fitness equipment	1528	436	3.50
	Lifelong learning	1448	438	3.31
	Adult education classes	1373	437	3.14
	Swimming pool	1308	436	3.00
	Locker rooms	1274	432	2.95
	Restrooms that are easily accessed from St. James Park	1267	436	2.91
	Extended evening hours	1228	432	2.84
	Early morning hours	1206	437	2.76
	Outdoor seating and tables	1203	437	2.75
	Civic events	1185	432	2.74
	Handicap parking spaces	1172	430	2.73
	Creative arts	1186	437	2.71
	Performing arts	1135	437	2.60
	Craft space	1081	436	2.48
	Snack bar	1054	437	2.41
	Birmingham Parks and Recreation offices	1047	436	2.40
	Outdoor fitness equipment	999	433	2.31
	Showers	999	437	2.29
	Shared recreation and senior spaces	978	431	2.27
	Separation of recreation and senior spaces	977	434	2.25
	Youth/family programs	967	437	2.21
	Space rentals for parties	888	437	2.03
	Vending machines	885	436	2.03
	Indoor children's play space	717	431	1.66
	Child watch	608	429	1.42

Additional Information - Birmingham and Surrounding (Online Surveys)

Member of Next?	Response	# Responses	Percentage
	Yes	137	31.9
	No	280	65.1
	Blank / Skipped	13	3.0
	Total Applicable Answers	430	100.0

Member of the Birmingham YMCA?	Response	# Responses	Percentage
	Yes	106	24.8
	No	322	75.2
	Blank / Skipped	17	4.0
	Total Applicable Answers	428	100.0

Times per week use	Response	# Responses	Percentage
	0	4	0.9
	1	22	4.9
	2	70	15.7
	3	136	30.6
	4	52	11.7
	5	66	14.8
	6	8	1.8
	7	9	2.0
	8	1	0.2
	5+	84	
	Absence of answer, unclear or irrelevant answer	77	17
	Total	445	100.0

Times of day	Response	# Responses	Percentage
	Morning	313	70.3
	Afternoon	260	58.4
	Evening	219	49.2
	Unsure	54	12.1

Questions With Essay Type Responses

We analyzed and summarized the essay-type responses to the survey questions. This analysis has allowed us to identify common themes and group similar opinions, providing insights into the preferences and suggestions of our participants.

In summary, the analysis shows a clear preference for modernization and better utilization of space across both current facilities and the proposed new facility. There is a strong emphasis on maintaining an inclusive and welcoming community atmosphere, with affordability being a key concern. Specific facilities and programs, especially those promoting fitness and social interaction, are highly valued by respondents.

Q8 - Do you have any additional ideas for how the City of Birmingham should use the site at 400 E. Lincoln (ex. a new police station, a dog park, etc.)?

Answered: 219 Skipped: 226

Ideas for the Site at 400 E. Lincoln

The community expressed a variety of ideas for the site at 400 E. Lincoln, with popular suggestions including the creation of water-related facilities such as a splash pad or outdoor water feature. There was strong support for establishing community and senior centers to serve local residents. Recreational spaces, particularly parks and green areas, were also frequently mentioned, although the idea of a dog park received mixed reactions. Some respondents envisioned the site being used for multi-purpose buildings catering to various community needs.

Clusters

Breakdown of the clustered responses, showing common preferences or requests among community members:

Cluster 1 (Splash Pad or Outdoor Water Facility): This was a notable preference among respondents.

Cluster 2 (Community Center/Senior Center): Many mentioned the need for a community or senior center.

Cluster 3 (Recreational Spaces): Some suggested Specific parks such as dog parks, though some objections were noted. There were suggestions included general green spaces or parks for public use.

Cluster 4 (Mixed-Use Facilities): Suggestions for multi-purpose buildings accommodating various community needs.

Q12 - What do you like most about Next's current facility?

Answered: 201 Skipped: 244

Likes about Next's Current Facility

Respondents appreciated the varied programming offered at Next's current facility, highlighting the range of activities available. The welcoming and compassionate nature of the staff and the positive community atmosphere were significant positive aspects. Additionally, the convenient and accessible location of the facility was frequently mentioned as a benefit.

Clusters

Breakdown of the clustered responses, showing common preferences or requests among community members:

Cluster 1 (Programming): Respondents appreciated the variety of programming available.

Cluster 2 Welcoming Staff and Community: The friendliness and compassion of the staff and the community were frequently mentioned.

Cluster 3 (Location): The facility's location was also a positive aspect for many.

Q13 - What would you change about Next's current facility?

Answered: 169 Skipped: 276

Desired Changes to Next's Current Facility
The primary area of improvement identified by respondents is the need for modernization and updates to the facility, addressing outdated aspects. There were also calls for increasing the available space to better accommodate activities and participants. Improved parking facilities and enhanced accessibility were other common suggestions.

Clusters
Breakdown of the clustered responses, showing common preferences or requests among community members:

Cluster 1 (Modernization/Updates): Many responses indicated a desire for updated or modernized facilities.

Cluster 2 (Increased Space): There were requests for more space to accommodate activities and programs.

Cluster 3 (Parking and Accessibility): Improved parking facilities were a common request.

Q15 - What do you like most about the Birmingham YMCA facility?

Answered: 218 Skipped: 227

Appreciated Features of the Birmingham YMCA Facility
The location of the Birmingham YMCA facility is highly appreciated for its convenience and accessibility. Specific facilities, particularly the pool, were frequently mentioned positively. Respondents also valued the caring and supportive nature of the staff and the overall positive community environment.

Clusters
Breakdown of the clustered responses, showing common preferences or requests among community members:

Cluster 1 (Location): The convenience of the location was a significant positive aspect.

Cluster 2 (Facilities (e.g., Pool)): Specific facilities, such as the pool, were appreciated.

Cluster 3 (Staff and Community): The caring nature of the staff and the community atmosphere were highlighted.

Q16 - What would you change about the Birmingham YMCA facility?

Answered: 196 Skipped: 249

Suggested Changes to the Birmingham YMCA Facility
Similar to the Next facility, respondents expressed a need for modernization and updates to the Birmingham YMCA facility. Improved accessibility for all users was a significant concern, with calls for specific accessibility features. Better utilization of existing space and the creation of more open areas were also mentioned as desirable changes.

Clusters
Breakdown of the clustered responses, showing common preferences or requests among community members:

Cluster 1 (Modernization/Updates): Similar to the Next facility, there were calls for updating the building and equipment.

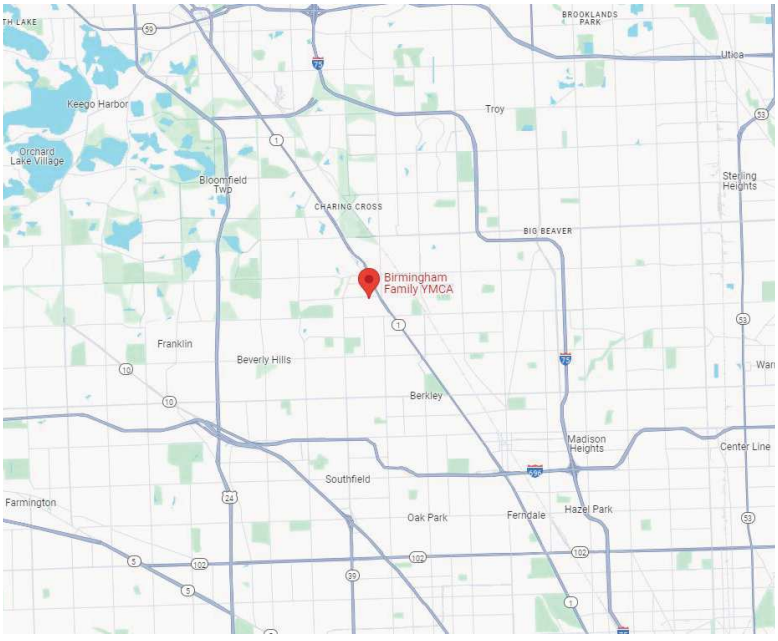
Cluster 2 (Accessibility): Improved accessibility was a frequent request.

Cluster 3 (Space Utilization): Better utilization and more open spaces were mentioned.

Q17 - Please provide any additional feedback that you have about the proposed senior/recreation facility.	Answered: 165 Skipped: 280 **Additional Feedback on the Proposed Senior/Recreation Facility** Affordability was a key concern for many respondents, who emphasized the importance of keeping costs low for community members. There was a strong sentiment towards making the new facility inclusive and welcoming for all ages, with an emphasis on integration across different community groups. Specific program requests included deep water aerobics, walking paths, shuffleboard, bocce ball, and other fitness and social activities. **Clusters** Breakdown of the clustered responses, showing common preferences or requests among community members: **Cluster 1 (Affordability):** Keeping costs affordable for all was a common concern. **Cluster 2 (Integration and Inclusivity):** There were strong sentiments about ensuring the new facility is a welcoming and integrated space for all ages. **Cluster 3 (Specific Programs and Facilities):** Some responses included specific requests for programs like deep water aerobics, walking paths, shuffleboard, bocce ball, and more.

Distribution - Birmingham and Surrounding (Online Surveys)

Location of residency	Location	# Responses	Percentage
	Birmingham	370	83.1
	Beverly Hills	36	8.1
	Bloomfield Township	3	0.7
	Bloomfield Hills	7	1.6
	Bloomfield	2	0.4
	Royal Oak	2	0.4
	Oxford	1	0.2
	Ferndale	1	0.2
	Berkley	1	0.2
	West Bloomfield	2	0.4
	Clawson	1	0.2
	Troy	2	0.4
	Royal Oak	1	0.2
	Franklin	3	0.7
	Southfield	3	0.7
	Rochester Hills	1	0.2
	Bingham Farms	2	0.4
	Huntington Woods	2	0.4
	Southfield	1	0.2
	Waterford	1	0.2
	Blank (Unanswered)	3	0.7
	Total	445	100



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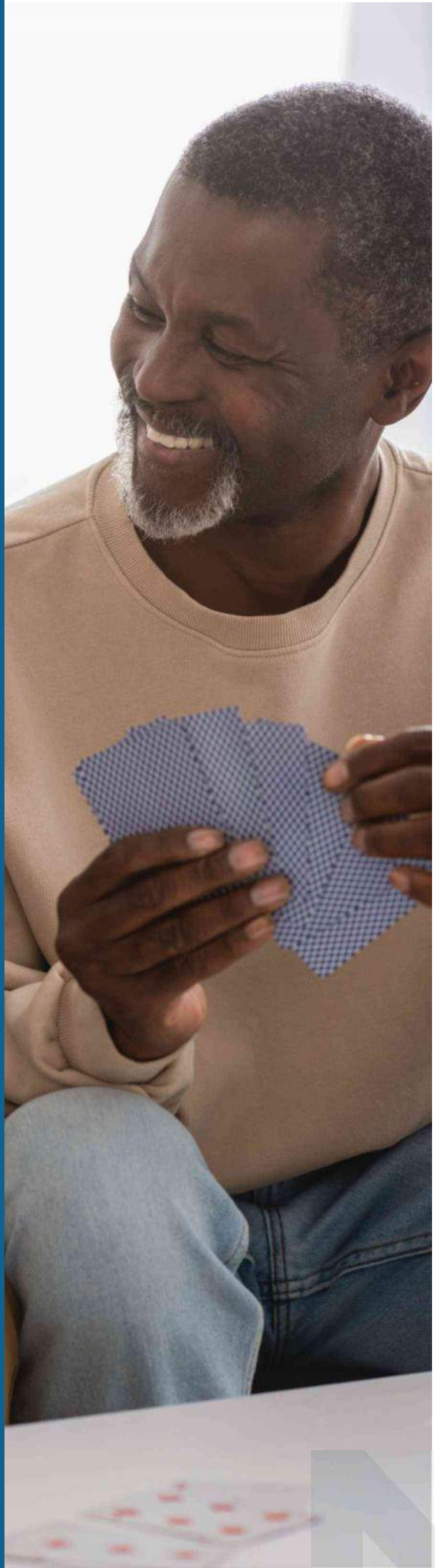


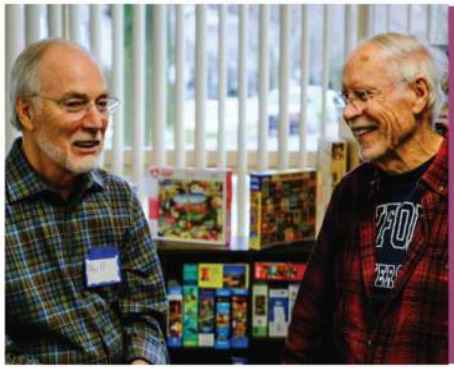
2024 Paper Survey Results

SENIOR/RECREATION CENTER COMMUNITY SURVEY

Complete this form or take this survey online at engage.bhamgov.org/senior-rec-center.

Submit your feedback by Friday, April 26, 2024.

BIRMINGHAM
A WALKABLE CITY



The new Birmingham recreational facility located at 400 E. Lincoln will become the new home of Next Senior Services and provide recreational opportunities for Birmingham residents. Please complete this survey by April 26 and share your ideas about what should be included in the new facility.

Demographics

What city do you live in ? _____

Number of people living in your home: _____

Your age range: ☐ Under 35 ☐ 36-45 ☐ 46-55 ☐ 56-65 ☐ 66-75 ☐ 76-85 ☐ Over 85

Gender: _____

Senior/Recreation Center Usage

In what ways do you envision yourself utilizing the senior/recreation facility? Check all that apply.

- ☐ As a member of Next (Next programs and activities)
- ☐ Open gym
- ☐ Youth sports league
- ☐ Renting an event room (hosting a party, baby shower, etc.)
- ☐ Using fitness equipment
- ☐ Using a meeting room for a community meeting
- ☐ Reserving court time
- ☐ Adult sports league
- ☐ Fitness classes
- ☐ Other: _____

What activities would you like to do at this facility? Check all that apply.

- ☐ Walking/running
- ☐ Basketball
- ☐ Pickleball
- ☐ Volleyball
- ☐ Lift weights
- ☐ Play cards or table games
- ☐ Meet with friends
- ☐ Participate as a member of Next
- ☐ Other:

_____
_____
_____
_____
_____
_____
_____

Developed by NORR, LLC and the Ad Hoc Senior/Recreation Center Committee www.bhamgov.org/scc

BIRMINGHAM
A WALKABLE CITY

Amenity Ranking

Circle the number which best describes how important you find the following amenities:	Very Important	Somewhat Important	Neutral	Somewhat Unimportant	Not Important
Adult education classes	1	2	3	4	5
Birmingham Parks & Recreation offices	1	2	3	4	5
Child watch	1	2	3	4	5
Civic events	1	2	3	4	5
Craft space	1	2	3	4	5
Creative arts	1	2	3	4	5
Early morning hours	1	2	3	4	5
Extended evening hours	1	2	3	4	5
Handicap parking spaces	1	2	3	4	5
Indoor children's playspace	1	2	3	4	5
Indoor fitness equipment	1	2	3	4	5
Lifelong learning	1	2	3	4	5
Locker rooms	1	2	3	4	5
Nearby parking with safe, well-lit spaces	1	2	3	4	5
Outdoor fitness equipment	1	2	3	4	5
Outdoor seating and tables	1	2	3	4	5
Restrooms that are easily accessed from St. James Park	1	2	3	4	5
Separation of recreation and senior spaces	1	2	3	4	5
Shared recreation and senior spaces	1	2	3	4	5
Showers	1	2	3	4	5
Snack bar	1	2	3	4	5
Space rentals for parties	1	2	3	4	5
Swimming pool	1	2	3	4	5
Vending machines	1	2	3	4	5
Youth/family programs	1	2	3	4	5
Performance arts	1	2	3	4	5

Are you a member of Next? ☐ Yes ☐ No
Are you a member of the Birmingham YMCA? ☐ Yes ☐ No
How many times per week would you use the facility? _____

What time(s) of day would you use the facility? Check all that apply.
☐ Morning ☐ Afternoon ☐ Evening ☐ Unsure

Additional Information

Please attach additional page(s) to this survey with answers to the following optional questions:
1) Do you have additional ideas for how the City should use the site at 400 East Lincoln (ex. new police station, dog park, etc.)?
2) What do you like most about Next's current facility, and what would you change?
3) What do you like most about the Birmingham YMCA facility, and what would you change?
4) Please provide any additional feedback you have about the proposed senior/recreation facility.

Submit Your Survey by April 26, 2024

1: U.S. Mail: City of Birmingham, Attn: Senior/Rec Center Survey, 151 Martin Street, Birmingham, MI 48009
2: Drop Off: City Hall drop boxes, Clerk's Office, Baldwin Public Library or Next (2121 Midvale Street)
3: Engage Birmingham – Submit this survey online at engage.bhamgov.org/senior-rec-center

Thank you for completing this survey and sharing feedback about Birmingham's future senior/recreation center.

March 2024

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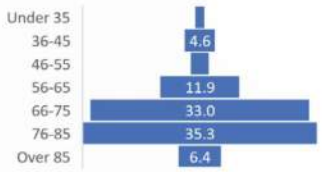
Total Paper Surveys:	**218**

Demographics - Birmingham and Surrounding (Paper Surveys)

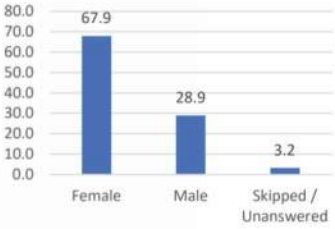
Age range

Response	# Responses	Percentage
Under 35	3	1.4
36-45	10	4.6
46-55	6	2.8
56-65	26	11.9
66-75	72	33.0
76-85	77	35.3
Over 85	14	6.4
Skipped (Unanswered)	10	4.6
Total	218	100



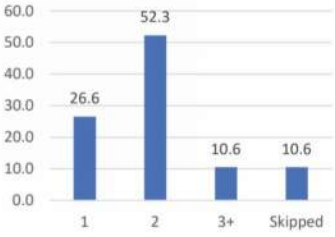
Gender

Response	# Responses	Percentage
Female	148	67.9
Male	63	28.9
Skipped / Unanswered	7	3.2
Total	218	100



# of people in home

Response	# Responses	Percentage
1	58	26.6
2	114	52.3
3+	23	10.6
Skipped	23	10.6
Total	218	100.0



Survey Data - Birmingham and Surrounding (Paper Surveys)

In what ways do you envision yourself utilizing the facility?

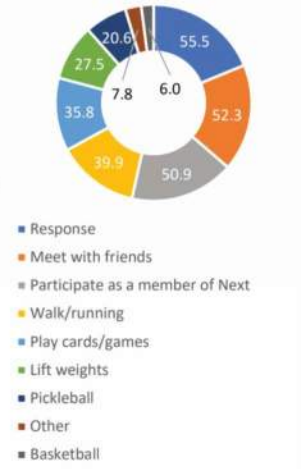
Response	# Responses	Percentage
As a member of Next (Next programs and Activities)	154	70.6
Using fitness equipment	128	58.7
Attending fitness classes	112	51.4
Open gym	51	23.4
Using a meeting room for a community meeting	37	17.0
Other (please specify)	37	17.0
Reserved court time	33	15.1
Renting an event room (ex. hosting a party, baby shower, etc.)	29	13.3
Participating in an adult sports league	29	13.3
Participating in a youth sports league	13	6.0

16 Pool

What activities would you like to do at this facility?

Response	# Responses	Percentage
Meet with friends	121	55.5
Participate as a member of Next	114	52.3
Walk/running	111	50.9
Play cards/games	87	39.9
Lift weights	78	35.8
Pickleball	60	27.5
Other	45	20.6
Basketball	17	7.8
Volleyball	13	6.0

18 Swim



How important you find the following amenities: (1- Not important at all" to "5- Very Important")	Response	Total weight	Total Responses	Weighted Average
	Nearby parking with safe, well-lit spaces	835	182	4.59
	Lifelong learning	782	183	4.27
	Indoor fitness equipment	786	185	4.25
	Adult education classes	613	153	4.01
	Creative arts	668	175	3.82
	Outdoor seating and tables	931	244	3.82
	Locker rooms	657	175	3.75
	Handicap parking spaces	617	165	3.74
	Restrooms that are easily accessed from St. James Park	642	176	3.65
	Craft space	629	174	3.61
	Performing arts	607	168	3.61
	Swimming pool	651	190	3.43
	Extended evening hours	570	169	3.37
	Civic events	562	170	3.31
	Separation of recreation and senior spaces	558	170	3.28
	Early morning hours	553	173	3.20
	Showers	530	169	3.14
	Snack bar	535	172	3.11
	Shared recreation and senior spaces	512	166	3.08
	Outdoor fitness equipment	497	164	3.03
	Vending machines	500	181	2.76
	Space rentals for parties	448	165	2.72
	Youth/family programs	463	174	2.66
	Indoor children's playspace	377	150	2.51
	Birmingham Parks and Recreation offices	377	152	2.48
	Child watch	359	163	2.20

Survey Data - Birmingham and Surrounding (Paper Surveys)

Member of Next?	Response	# Responses	Percentage
	Yes	137	62.8
	No	63	28.9
	Blank	18	
	Total Applicable Answers	200	91.74311927

Member of the Birmingham YMCA?	Response	# Responses	Percentage
	Yes	67	30.7
	No	126	57.8
	Blank	25	
	Total Applicable Answers	193	88.53211009

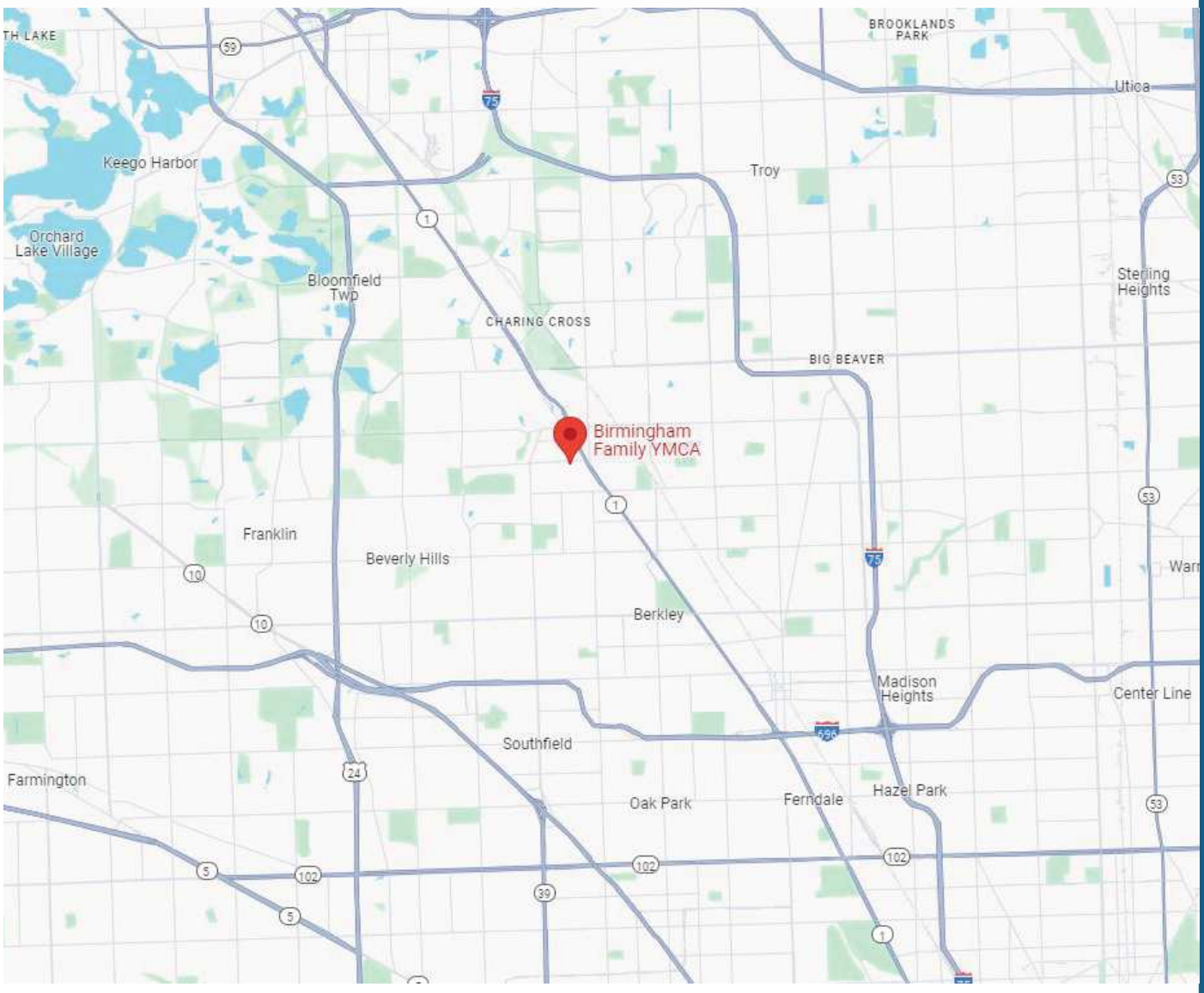
Times per week use	Response	# Responses	Percentage
	1	24	13.6
	2	28	12.8
	3	46	21.1
	4	28	12.8
	5+	51	23.4
	Absence of answer, unclear or irrelevant answer	41	
	Total Applicable Answers	177	83.74280827

Times of day	Response	# Responses	Percentage
	Morning	136	62.4
	Afternoon	141	64.7
	Evening	87	39.9
	Unsure	12	5.5

Distribution - Birmingham and Surrounding (Paper Surveys)

Location of residency

Location	# of surveys	Percentage
Birmingham	77.0	35.3
Bloomfield	24.0	11.0
Royal Oak	19.0	8.7
Troy	13.0	6.0
W Blmfld	12.0	5.5
Beverly Hills	35.0	16.1
Outlier Cities	38.0	17.4
Total	218.0	100.0



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TASK 3

PROGRAMMING

NORR

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BUILDING PROGRAM

This baseline program was developed based on the needs of Birmingham Next and the Birmingham Family YMCA. The programming details were informed by current operations and requirements to meet user and community expectations, as well as accommodate future program growth. While not included in the interior building areas below, outdoor amenities are anticipated as part of site development.

PROGRAM SPACES AT A GLANCE - BY STAKEHOLDER

	BIRMINGHAM NEXT *(CURRENT PROGRAM)*	***BIRMINGHAM NEXT*** *(FUTURE PROGRAM)*	***B'HAM FAMILY YMCA*** *(FUTURE PROGRAM)*
Activities / Enrichment		***12650***	***0***
Activities / Creative Arts		***1000***	***0***
Activities / Programs		***1600***	***0***
Activities / Support Services		***300***	***1700***
Health & Wellness / Fitness & Weight Training		***1000***	***5225***
Health & Wellness / Yoga & Dance		***850***	***525***
Health & Wellness / Gymnasium		***7800***	***4400***
Health & Wellness / Locker Rooms		***500***	***2200***
General / Lobby		***2950***	***1000***
Office / Administration		***2290***	***2010***
Program Area Subtotal (NSF)		*30940*	*17060*
Circulation / Vertical Circulation / Partitions		*12902*	*7114*
POTENTIAL NEW PROGRAM AREA (GSF)*		***43842***	***24174***

**Does not include building support functions, only specific Stakeholder areas*

ASSESSMENT OF POTENTIAL SHARED SPACES

	BIRMINGHAM NEXT	***B'HAM FAMILY YMCA***	*Potential Space Savings (NSF)*
Activities / Enrichment	***Multipurpose Activity Room, 850 SF***	***Conference Room, 400 SF***	***400 SF***
Activities / Creative Arts	***X***	***X***	
Activities / Programs	***X***	***X***	
Activities / Support Services	***X***	***X***	
Health & Wellness / Fitness & Weight Training	***Fitness / Weight Rm, 1,000 SF***	***Wellness Center, Weight Room, 3150 SF***	***1,000 SF***

	BIRMINGHAM NEXT *(CURRENT PROGRAM)*	***BIRMINGHAM NEXT*** *(FUTURE PROGRAM)*	***B'HAM FAMILY YMCA*** *(FUTURE PROGRAM)*
Health & Wellness / Yoga & Dance	***Yoga / Dance Studio, 850 SF***	***Exercise Studio*** *(1 of 3)* ***, 525 SF***	***525 SF***
Health & Wellness / Gymnasium	***Gym/Pickleball Courts, 7,800 SF***	***Gym, 4,400 SF***	***4,400 SF***
Health & Wellness / Locker Rooms	***Locker Rooms, 500 SF***	***Locker Rooms Family Locker Rooms, 2,200 SF***	***500 SF***
General / Lobby	***Lobby, 2,000 SF***	***Lobby, 1,000 SF***	***1,000 SF***
Office / Administration	***Laundry, 100 SF***	***Laundry, 100 SF***	***100 SF***
		Program Area Subtotal (NSF)	*7,925*
		Circulation / Vertical Circulation / Partitions	*3,304*
		POTENTIAL PROGRAM AREA SAVINGS (GSF)	***11,229***

PROGRAM SPACES BY CATEGORY*		Area (NSF)
Activities / Enrichment	*Multipurpose activity rooms for discussions, events, cards & games, & technology*	***12250 SF***
Activities / Creative Arts	*Dedicated rooms for creative arts: fine art, ceramics & pottery, woodworking, etc.*	***1000 SF***
Activities / Programs	*Commercial kitchen, Meals on Wheels, dining, wine tastings*	***1600 SF***
Activities / Support Services	*Wellness rooms, Counseling, YMCA Library, child watch & playroom*	***2000 SF***
Health & Wellness / Fitness & Weight Training	*Weight room, personal training space, fitness machines*	***5225 SF***
Health & Wellness / Yoga & Dance	*Yoga & dance studio*	***850 SF***
Health & Wellness / Gymnasium	*(4) indoor pickleball courts, enclosed viewing rooms, basketball, group exercise, open gym, etc.*	***7800 SF***
Health & Wellness / Locker Rooms	*General use lockers area, changing rooms, family locker area*	***2200 SF***
General / Lobby	*Main lobby, reception, Grab-n-Go*	***2950 SF***
Office / Administration	*Office Suites (Next, YMCA, and Parks & Rec), office storage, work rooms, laundry*	***4660 SF***
Building Support	*Receiving area, toilet rooms, custodial closets, etc.*	***1720 SF***
	Program Area Subtotal (NSF)	*42,255 SF*
	Circulation / Vertical Circulation / Partitions	*17,620 SF*
	POTENTIAL NEW PROGRAM AREA (GSF)*	***59,875 SF***

**See Detailed Programming Sheets for breakdown by room / space*
***Potential program area if spaces with common functions are shared. See Detailed Programming Sheet for highlighted spaces.*

DETAILED PROGRAMMING INFORMATION

STAKEHOLDER	CATEGORY	ROOM NAME	ROOM DESCRIPTION	ACCESS	FF&E NEEDS (Furniture/ Fixtures/ Equipment/ AV/ Etc.)	ADJACENCIES REQUIRED	AREA	NOTES / QUESTIONS
Birmingham NEXT	General	Main Lobby	Lobby	Public	Lounge furniture, standard-height tables & chairs; Donor wall/plaque	Reception, Offices	2,000	
Birmingham NEXT	General	Reception	Reception	Public	Built-in counter (incl. ADA counter), storage, seating for up to (3) staff	Offices, Main Lobby	500	
Birmingham NEXT	General	Grab-N-Go	Coffee bar & small refrigerator with grab-n-go food options	Public	Built-in counter (no sink), storage, (4) 4-top café-style tables & chairs; Resource Center literature/brochures	Main Lobby	450	
Birmingham NEXT	General	Lockers - Men's	General-use lockers, changing area	Public	(15) 2-tier lockers, include ADA lockers	Main Lobby	250	*To be shared with YMCA*
Birmingham NEXT	General	Lockers - Women's	General-use lockers, changing area	Public	(15) 2-tier lockers, include ADA lockers	Main Lobby	250	*To be shared with YMCA*
Birmingham NEXT	General	Storage Room	Secure Storage 1	Private	Lockable storage cabinets & files	Offices	200	
Birmingham NEXT	General	Storage Room	Secure Storage 2	Private / Public	Loan items, wheelchairs, walkers, etc.	Offices	200	
Birmingham NEXT	General	Storage Room	Unsecured Storage	Private / Public	Chairs, tables, supplies, boards, miscellaneous, etc.	Activity rooms, Gymnasium	400	
Birmingham NEXT	Office Suite	Private Office	Executive Director	Private	Desk with storage, task chair, guest seating & table	Reception, Offices	180	
Birmingham NEXT	Office Suite	Private Office	Financial Administrator	Private	Desk with storage, task chair, guest seating & table	Offices	120	
Birmingham NEXT	Office Suite	Private Office	Marketing & Communications, Resource Center	Private / Public	Desk with storage, task chair, guest seating & table	Reception, Main Lobby	120	
Birmingham NEXT	Office Suite	Shared Office	Shared Office 1 - (2) Staff Asst	Private	(2) Desks with storage, task seating, guest seating	Offices, Main Lobby, Reception	240	
Birmingham NEXT	Office Suite	Shared Office	Shared Office 2 - (2) Program Planners	Private	(2) Desks with storage, task seating, guest seating	Offices, Main Lobby, Reception	240	
Birmingham NEXT	Office Suite	Shared Office	Shared Office 3 - (2) Support Svcs staff	Private	(2) Desks with storage, task seating, guest seating	Offices, Main Lobby, Reception	240	
Birmingham NEXT	Office Suite	Shared Office	Shared Office 4 - (2) Van Drivers, (1) Meals on Wheels, (1) Facility Operations, (1) Office Supervisor, (1) Hoteling	Private	(6) Desks with storage, task seating, guest seating	Offices, Main Lobby, Reception	500	
Birmingham NEXT	Office Suite	Work Room	Copy area, mail room, office supplies, storage	Private	Work counter, copier, mail organization, storage	Offices	150	
Birmingham NEXT	Office Suite	Laundry Room	For staff use	Private	Washer & Dryer	Offices	100	*To be shared with YMCA*
Birmingham NEXT	Programming	Kitchen	Warming kitchen, Meals on Wheels, Wine Tastings, etc.	Public	Commercial kitchen equipment (Microwave/s, coffee makers, oven/s, range, refrigerator, freezer?), 3-compartment sink, & work space, dishwasher, storage for up to (8) rolling coolers, etc.	Dining & Events, Gymnasium, Main Lobby	1,000	
Birmingham NEXT	Programming	Dining & Events	Meals on Wheels, Wine Tastings, etc.	Public	(6) 4-top café-style tables & chairs	Kitchen, Main Lobby	600	
Birmingham NEXT	Support Services / Blood Pressure Screenings (Blood Oxygen Clinic)	Wellness Room	Wellness Room 1	Private / Public	Casework, small sink, lockable storage, comfortable seating	Offices	150	
Birmingham NEXT	Support Services / Counseling	Meeting Room	Wellness Room 2 Medical-Medicaid Counseling, Counseling with a Social Worker	Private / Public	Table & comfortable seating for (4)	Offices	150	
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Large	Daytime Speakers / Thursday Evening Speaker Series / Events	Public	Seating for up to (150) people*, A/V, screens, lectern, storage, counter space for set-up & materials, operable partition/s, small stage	Main lobby	4,000	*Seating must be up to (150) people in rows; provide alternate layout of square, folding 4-tops
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Medium	Multipurpose Activity Room 6 Cards / Game Room / Smaller Events / Board Meetings	Public	Min. (12) 4-top square tables with comfortable seating; A/V, screens, lectern, storage, counter (or table) space for game set-up / materials / etc., possible operable partition	Main lobby	1,500	
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Medium	Multipurpose Activity Room 7 Cards / Game Room / Smaller Events	Public	Min. (12) 4-top square tables with comfortable seating; A/V, screens, lectern, storage, counter (or table) space for game set-up / materials / etc., possible operable partition	Main lobby	1,500	
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Small	Multipurpose Activity Room 1	Public	Flexible training tables and seating, storage	Main lobby	850	

DETAILED PROGRAMMING INFORMATION

STAKEHOLDER	CATEGORY	ROOM NAME	ROOM DESCRIPTION	ACCESS	FF&E NEEDS (Furniture/ Fixtures/ Equipment/ AV/ Etc.)	ADJACENCIES REQUIRED	AREA	NOTES / QUESTIONS
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Small	Multipurpose Activity Room 2	Public	Flexible training tables and seating, storage	Main lobby	850	
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Small	Multipurpose Activity Room 3	Public	Flexible training tables and seating, storage	Main lobby	850	
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Small	Multipurpose Activity Room 4	Public	Flexible training tables and seating, storage	Main lobby	850	
Birmingham NEXT	Activities / Enrichment	Multipurpose Activity Room - Small	Multipurpose Activity Room 5	Public	Flexible training tables and seating, storage	Main lobby	850	
Birmingham NEXT	Activities / Enrichment	Technology Center & Library	Computer room, Training, Copy Area, Book shelves, storage etc.	Public	Minimum (8) permanent computer stations; open meeting area, storage, copy area & supplies		1,000	Joining two rooms, this may need to be larger
Birmingham NEXT	Activities / Creative Arts	Woodworking	Woodworking Studio	Public	Large working tables, equipment, tools, storage, good ventilation	Near exterior windows / natural light	500	
Birmingham NEXT	Activities / Creative Arts	Art Room	Multipupose room for fine arts and crafts: Art, Photography, Media, Ceramics-Kiln	Public	Room equipped with service sink, A/V, good ventilation, storage for pottery wheel, art supplies & materials, etc.	Near exterior windows / natural light	500	
Birmingham NEXT	Activities / Fitness & Sports	Fitness Center	Fitness Equipment / Free Weights	Public	Fitness Equipment / Free Weights	Locker Rooms, Gymnasium, Pickleball Courts	1,000	To be shared with YMCA
Birmingham NEXT	Activities / Fitness & Sports	Gymnasium	(4) Indoor Pickleball Courts, Open Gym, Basketball, Large Events	Public	Pickleball, Storage	Locker Rooms, Fitness Center	7,200	To be shared with YMCA
Birmingham NEXT	Activities / Fitness & Sports	Viewing Room	Pickleball Viewing Room 1	Public	Small tables & chairs	Pickleball Courts	150	
Birmingham NEXT	Activities / Fitness & Sports	Viewing Room	Pickleball Viewing Room 2	Public	Small tables & chairs	Pickleball Courts	150	
Birmingham NEXT	Activities / Fitness & Sports	Viewing Room	Pickleball Viewing Room 3	Public	Small tables & chairs	Pickleball Courts	150	
Birmingham NEXT	Activities / Fitness & Sports	Viewing Room	Pickleball Viewing Room 4	Public	Small tables & chairs	Pickleball Courts	150	
Birmingham NEXT	Activities / Health & Wellness	Yoga Room	Yoga / Dance / etc.	Public	Proper lighting, acoustics, and flexible temperature control		850	
City of Birmingham	Parks & Rec	Waiting Area	Waiting Area		Built-in counter, waiting area for up to (3)		100	
City of Birmingham	Parks & Rec	Private Office	Office 1	Private	Desk with storage, task chair, guest seating		120	
City of Birmingham	Parks & Rec	Private Office	Office 2	Private	Desk with storage, task chair, guest seating		120	
City of Birmingham	City of Birmingham	Private Office	Office 3	Private	Desk with storage, task chair, guest seating		120	
Birmingham Family YMCA	General	Lobby	Lobby & reception, member & participant check-in, register, gathering space	Public	Lounge furniture; built-in reception desk, trophy case	Office suite, Library, Child Watch / Playroom	1,000	*To be shared with NEXT*
Birmingham Family YMCA	General	Conference Room	Meeting space for staff	Private / Public	Tables and seating for up to (20)	Reception, Office suite	400	*To be shared with NEXT*
Birmingham Family YMCA	Administration	Private Office	Executive Director	Private	Desk with storage, task chair, guest seating & table	Reception	180	
Birmingham Family YMCA	Administration	Private Office	Member Experience Director	Private	Desk with storage, task chair, guest seating	Reception	120	
Birmingham Family YMCA	Administration	Private Office	Youth and Family Program Director	Private	Desk with storage, task chair, guest seating	Reception	120	
Birmingham Family YMCA	Administration	Private Office	Aquatics Director	Private	Desk with storage, task chair, guest seating	Reception	120	
Birmingham Family YMCA	Administration	Shared Office	Managers	Private	(4) Desks with storage, task seating, guest seating	Reception	500	
Birmingham Family YMCA	Administration	Storage Room	Secure storage for office, program, and maintenance supplies	Private	Lockable storage cabinets & files	Office suite	200	
Birmingham Family YMCA	Administration	Work Room	Printer, staff mailboxes, storage	Private	Work counter, copier, mail organization, storage	Office suite	150	
Birmingham Family YMCA	Administration	Kitchenette	For staff use	Private	Built-in counter, dishwasher, microwave, coffee maker, refrigerator	Office suite	120	
Birmingham Family YMCA	Administration	Laundry Room	For staff use	Private	Washer & Dryer	Office suite	100	*To be shared with NEXT*
Birmingham Family YMCA	Fitness & Sports	Child Watch / Playroom	Child care (while adults work out)	Public	(6) Children's tables, chairs	Reception	850	
Birmingham Family YMCA	Fitness & Sports	Library	Child care (while adults work out)	Public	(4) Tables, chairs	Reception	850	
Birmingham Family YMCA	Fitness & Sports	Wellness Center	Cardio machines, strength machines	Public	Fitness equipment	Locker Rooms, Gymnasium	2,050	
Birmingham Family YMCA	Fitness & Sports	Weight Room	Free weights, benches, etc.	Public	Fitness equipment	Locker Rooms, Gymnasium	1,100	

DETAILED PROGRAMMING INFORMATION

STAKEHOLDER	CATEGORY	ROOM NAME	ROOM DESCRIPTION	ACCESS	FF&E NEEDS (Furniture/ Fixtures/ Equipment/ AV/ Etc.)	ADJACENCIES REQUIRED	AREA	NOTES / QUESTIONS
Birmingham Family YMCA	Fitness & Sports	Gymnasium	Pickleball, Open gym, group exercise, misc. programming (ex: Pre-K sports)	Public	(4) Indoor pickleball courts, bleacher seating, storage	Locker Rooms	4,400	*To be shared with NEXT*
Birmingham Family YMCA	Fitness & Sports	Studio	Exercise studio 1 Spin, Group exercise, martial arts, misc. programming	Public	-	-	950	Spinning room
Birmingham Family YMCA	Fitness & Sports	Studio	Exercise studio 2 Group exercise, martial arts, misc. programming	Public	Rack of yoga equipment & exercise balls, heavy bags, dumbell racks	-	525	*To be shared with NEXT*
Birmingham Family YMCA	Fitness & Sports	Studio	Exercise studio 3 Group exercise, martial arts, misc. programming	Public	Rack of yoga equipment & exercise balls, heavy bags, dumbell racks	-	525	
Birmingham Family YMCA	Fitness & Sports	Locker Room - Men's	For fitness use; includes adult sauna	Public	-	Gymnasium, Fitness Areas, Studios	750	*To be shared with NEXT*
Birmingham Family YMCA	Fitness & Sports	Locker Room - Women's	For fitness use; includes adult sauna	Public	-	Gymnasium, Fitness Areas, Studios	750	*To be shared with NEXT*
Birmingham Family YMCA	Fitness & Sports	Locker Room - Men's Family	Locker Room - Family 1	Public	-	Gymnasium, Fitness Areas, Studios	350	
Birmingham Family YMCA	Fitness & Sports	Locker Room - Women's Family	Locker Room - Family 2	Public	-	Gymnasium, Fitness Areas, Studios	350	
Birmingham Family YMCA	Fitness & Sports	Personal Training Room	Personal Training Room 1	Public	TRX equipment, individual workout equipment, dumbell rack	-	300	
Birmingham Family YMCA	Fitness & Sports	Personal Training Room	Personal Training Room 2	Public	TRX equipment, individual workout equipment, dumbell rack	-	300	
General	Building Support	Toilet Room - Men's	Toilet Room - Men's 1	Public	-	Near fitness side of buildling	300	
General	Building Support	Toilet Room - Women's	Toilet Room - Women's 1	Public	-	Near fitness side of buildling	300	
General	Building Support	Toilet Room - Men's	Toilet Room - Men's 2	Public	-	Near Entry/Activity side of building	300	
General	Building Support	Toilet Room - Women's	Toilet Room - Women's 2	Public	-	Near Entry/Activity side of building	300	
General	Building Support	Custodial Closet	Custodial Closet 1	Private	Floor sink, cleaning supply		60	
General	Building Support	Custodial Closet	Custodial Closet 2	Private	Floor sink, cleaning supply		60	
General	Building Support	Receiving	Receiving, Loading, Recycling, Trash, etc.	Private	-		400	
Birmingham NEXT	Activities / Fitness & Sports	Outdoor Fitness	Fitness Equipment	Public	Relocate existing outdoor fitness equipment	TBD	-	To be determined
Birmingham NEXT	Activities / Enrichment	Outdoor Patio	Seating Area for Games, Coffee/Lunch, Concerts, Conversation	Public	Exterior-grade tables & chairs, lounge seating	TBD	-	To be determined
Birmingham NEXT	Activities / Enrichment	Outdoor Garden	Garden	Public	Exterior-grade tables & chairs, lounge seating, plant beds, shed for gardening supplies & tools	TBD	-	To be determined
Birmingham Family YMCA	Fitness & Sports	Day Camp	TBD	Private / Public	-	TBD	-	To be determined
Birmingham Family YMCA	Fitness & Sports	Youth Sports	TBD	Private / Public	-	TBD	-	To be determined

50,180	BUILDING AREA SUBTOTAL (NSF)
15,054	CIRCULATION (30%)
65,234	BUILDING AREA SUBTOTAL (NSF)
5,871	PARTITIONS / MEP (9%)
71,105	**BUILDING AREA GRAND TOTAL (GSF)**

COLOR KEY:

= Potential shared / overlap spaces between **Birmingham NEXT** and **Birmingham Family YMCA**

= Outdoor program space

STAKEHOLDERS LIST BY ORGANIZATION			QTY
BIRMINGHAM NEXT			**14***
Cris Braun	Board Member / Ex-Officio Member - Executive Director	Cbraun@birmingham.k12.mi.us	
Kathleen Tillson	Office Supervisor	Ktillson@birmingham.k12.mi.us	
Sara Callendar	Staff Assistant	scallendar@birmingham.k12.mi.us	
Bev Singer	Staff Assistant	bsinger@birmingham.kqw.mi.us	
Susan Gwizdz	Marketing / Communications	sgwizdz@birmingham.k12.mi.us	
Pat Brooks	Support Service Provider	Pbrooks@birmingham.k12.mi.us	
Sandi Cassar	Support Service Provider	scassar@birmingham.k12.mi.us	
Jolee Hentgen	Program Planner	jhentgen@birmingham.k12.mi.us	
Pam Hall	Program Planner	phall@birmingham.k12.mi.us	
Sandra Catterall	Financial Administrator	scatterall@birmingham.k12.mi.us	
Kim Holmes	Facility Operations	-	
Calvin Moss	Van Driver	-	
Clement Travicz	Van Driver	-	
Judy Murrell	Meals on Wheels	-	
Karen Halpren	Instructor / Creative Arts	-	
Marat Paransky	Instructor / Creative Arts	-	
Karen Lutz	Instructor / Fitness - Mat Yoga, Seated Yoga, & Meditation	-	
Caryn Ciagne	Instructor / Fitness - Fitness, Flow Yoga, Seated Yoga, & Meditation	-	
Cheryl Goodwin	Instructor / Fitness - Tai Chi for Health	-	
Christine Stewart	Instructor / Fitness - Line Dancing	-	
Marcia Wilkinson	Board Member / Officer - President		
David Underdown	Board Member / Officer - Vice President		
George Dilgard	Board Member / Officer - Secretary		
Don Brundirks	Board Member / Officer - Treasurer		
Jay Reynolds	Board Member / Officer - Past President		
Christine Allen	Board Member / Community Representative		
Greg Burry	Board Member / Community Representative		
Sandy Debicki	Board Member / Community Representative		
Stuart Jeffares	Board Member / Community Representative		
Bob Koenigsknecht	Board Member / Community Representative		
Julie Mandich	Board Member / Community Representative		
Elaine McLain	Mayor / Board Member / Community Representative		
Eileen Pulker	Board Member / Community Representative		
Gordon Rinschler	Board Member / Community Representative		
Lori Soifer	Board Member / Community Representative		
Joe Valentine	Board Member / Community Representative		
W. Douglas Weaver, M.D.	Board Member / Community Representative		
Rock Abboud	Board Member / Municipal Liasions - Beverly Hills		
Mike Seltzer	Board Member / Municipal Liasions - Franklin		
Kathy Mechigian	Board Member / Municipal Liasions - Bingham Farms		
CITY OF BIRMINGHAM			**3****
Elaine McLain	Mayor / Ad Hoc Senior/Recreation Center Committee / City Commissioner		
Anthony Long	Ad Hoc Senior/Recreation Center Committee / City Commissioner		
Daniel Share	Ad Hoc Senior/Recreation Center Committee / Planning Board Member		

Pam Graham	Ad Hoc Senior/Recreation Center Committee / Parks and Recreation Board Member		
Bert Koseck	Ad Hoc Senior/Recreation Center Committee / Architect		
Donald Rodgers	Ad Hoc Senior/Recreation Center Committee / Construction Contractor		
Cris Braun	Ad Hoc Senior/Recreation Center Committee / NEXT Representative		
Kelly Stubbe	Ad Hoc Senior/Recreation Center Committee / YMCA Representative		
Jason Emerine	Ad Hoc Senior/Recreation Center Committee / Engineer		
TBD (Accepting applications)	Ad Hoc Senior/Recreation Center Committee / Student (non-voting)		
Jana Ecker	Ad Hoc Senior/Recreation Center Committee / City Manager (ex-officio)		
Name	Ad Hoc Senior/Recreation Center Committee / Planner Board Member		
Carrie Laird	Parks & Recreation / Manager	claird@bhamgov.org	
Brendan McGaughey	Parks & Recreation / Parks & Forestry Foreman	bmcgaughey@bhamgov.org	
Brad McNab	Parks & Recreation / Parks Assistant Foreman	bmcnab@bhamgov.org	
BIRMINGHAM FAMILY YMCA			**8**
Kelly Stubbe	Executive Director	kstubbe@ymcadetroit.org	
Erin Boone	Member Experience Director	erin.boone@ymcadetroit.org	
Lisel Scranton	Youth and Family Program Director	lisel.scranton@ymcadetroit.org	
Rachel Nelson	Aquatics Director	rachel.nelson@ymcadetroit.org	
Lisa Jolliffe	Business Office Manager	ljolliffe@ymcadetroit.org	
Corey Walker	Welcome Center Supervisor	corey.walker@ymcadetroit.org	
Flavia dePasquale	Personal Trainer	fdepasquale@ymcadetroit.org	
Taylor Glaspie	Fitness Experience Coordinator	taylor.glaspie@ymcadetroit.org	

NOTES:

** Does not include board members (only ED); Instructors are 1099, don't need dedicated office*

*** (1) for City staff; (2) for DPS-Parks & Rec staff*

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EXISTING BIRMINGHAM YMCA FACILITY:
400 E. LINCOLN & ST. JAMES PARK

LAND / BUILDING / PARKING DATA

LAND
Zoning: R-7: Multi-Family Residential
Site Acreage: 1.28 Acres

FACILITY AREA
Existing Pool/Basement Level : 17,046 s.f.
Existing Gym/Grade Level : 22,000 s.f.
Existing Fitness / Mezzanine Level : 10,200 s.f.
Existing Gross Building Area : 49,246 s.f.

Floor to Area Ratio (FAR): 0.78

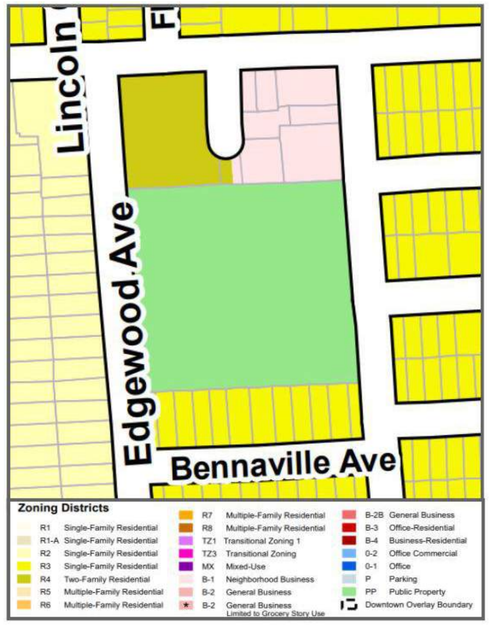
PARKING DATA

Existing Parking
Existing YMCA Spaces : 72 Stalls
Existing St. James Park Spaces : 55 Stalls
Existing Floyd Street ROW Spaces : 22 Stalls
Total Combined Existing Parking Proposed = 149 stalls

Parking - Site Option A
Total Combined Parking Required For Proposed Program area = 66,110 SF
Required Parking: 1 stall / 550 s.f. = 121 stalls
Total Combined Parking Proposed = 145 stalls

On the Southern boundary of the project site is the City of Birmingham St James Park with it's ample outdoor space and potential to expand in the project's amenities. The role of outdoor spaces in multi-generational recreation centers is crucial for creating vibrant and engaging environments. With a design goal to promote physical activity, social connections and a sense of community across generations. The survey data and resources provided by the community have identified Outdoor Program Amenities as the top priorities that contribute to inter-generational play and recreation.

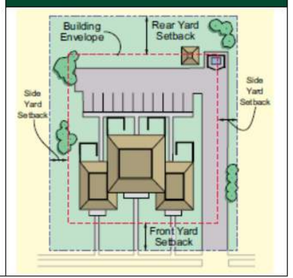
Role of Outdoor Space in multi-generation recreation centers.
• Promoting Intergenerational Engagement.
• Inclusive Playgrounds and Equipment.
• Open Fields for Sports.
• Walking Loops and Trails.
• Outdoor Fitness Equipment.



Existing Zoning Setbacks R-7 (Multi-Family Residential)

TABLE 2.18.2 – Setbacks (see Figure 2.18.2)	
Minimum Front Yard Setback	average setback of residential buildings within 200 feet, otherwise 25 feet
Minimum Rear Yard Setback	30 feet
Minimum Combined Front and Rear Setback	NA
Minimum Side Yard Setback	1/2 the building height per side yard

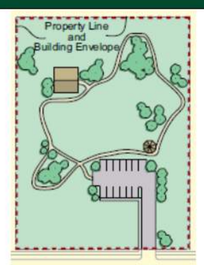
Figure 2.18.2 - Setbacks



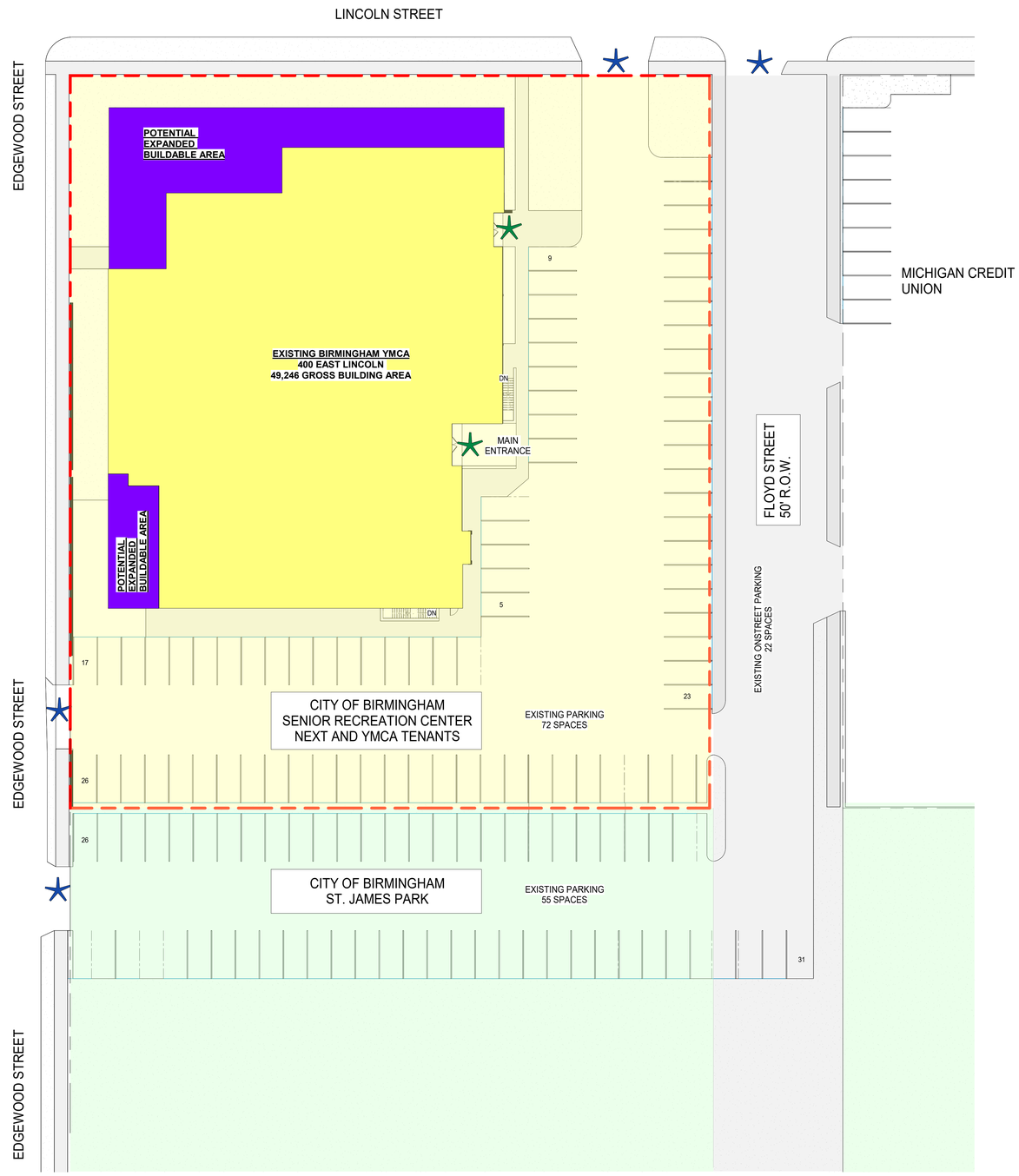
Zoning Setbacks - PP (Public Property)

TABLE 2.02.2 – Setbacks (see Figure 2.02.2)	
Minimum Front Yard Setback	NA
Minimum Rear Yard Setback	NA
Minimum Combined Front and Rear Setback	NA
Minimum Side Yard Setback	NA

Figure 2.02.2 - Setbacks



PROPOSED PEDESTRIAN CIRCULATION
PROPOSED WALKING PATH
EXISTING PEDESTRIAN SITE ACCESS POINT
PROPOSED AUTOMOTIVE CIRCULATION
ART INSTALLATION
EXISTING AUTOMOTIVE SITE ACCESS POINT
PROPERTY LINES



TRUE NORTH

1 A10-00 EXISTING SITE PLAN

SCALE: 1" = 20'-0"

0 5' 10' 20'

0 1"

1" = 20'-0"

DATE	ISSUED FOR	REV

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Project Component

Key Plan

Consultants
Survey:
Civil:
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Electrical:
Interiors:
Landscape:

Seal(s)

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Project Leader	Checked Checker

Client
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Project
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400 E LINCOLN ST., BIRMINGHAM , MI

Drawing Title
EXISTING SITE PLAN

Scale: As indicated
Project No.: JCDT21-0373
Drawing No.: **A10-00**

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1 *OUTDOOR SEATED AREA:*
Outdoor seated area to provide space for lounging, games, and low intensity activity. Provide new landscaping to enrich adjacent new walking trail and give human scale / comfort to paved area

2 *RELOCATED OUTDOOR FITNESS EQUIPMENT:*
Relocate outdoor fitness equipment (2a) to new location to be determined in St. James park (2b). Equipment to be positioned to provide activity to both St. James Park users and Senior Center users

3 *COMMUNITY GARDEN SPACE*
New space in St. James Park adjacent to Senior Center facility site to enrich local neighborhood fabric

4 *PROPOSED LOCATION FOR FOOD TRUCKS / OUTDOOR ACTIVITY*
Proposed space near Senior Center facility for regular food truck locations or outdoor activity areas. Enrich location with new landscaping, and provide visual interest for proposed walking path

5 *PROPOSED PARKING REWORK*
REWORK FLOYD ST. PARKING (5a) to provide additional parallel parking for Senior Recreation Center. Rework existing Senior Center parking (5b) to provide 90 degree parking, more spaces to account for spaces removed at south end of facility for program, and separate automotive and pedestrian traffic. For pedestrian safety, close existing curb cut off of Lincoln Rd., and provide new curb cut off of Floyd st (5c)

6 *PROPOSED WALKING PATH / EXERCISE PATH / ART WALK*
Provide new walking path connecting Senior Center and program elements in St. James Park. Path to provide new widened pedestrian route, and be well let with landscaping and visual interest throughout. Path to connect to larger proposed path system in adjacent park space, and connect node elements throughout both the Senior Center and park locations to blur the boundary between the two. Art Installations placed at various points along path to create points of interest and a cohesive "Art Walk" that connects deeper into St. James Park.

7 *PROPOSED DESTINATION POINT FOR PICTURES*

1

2

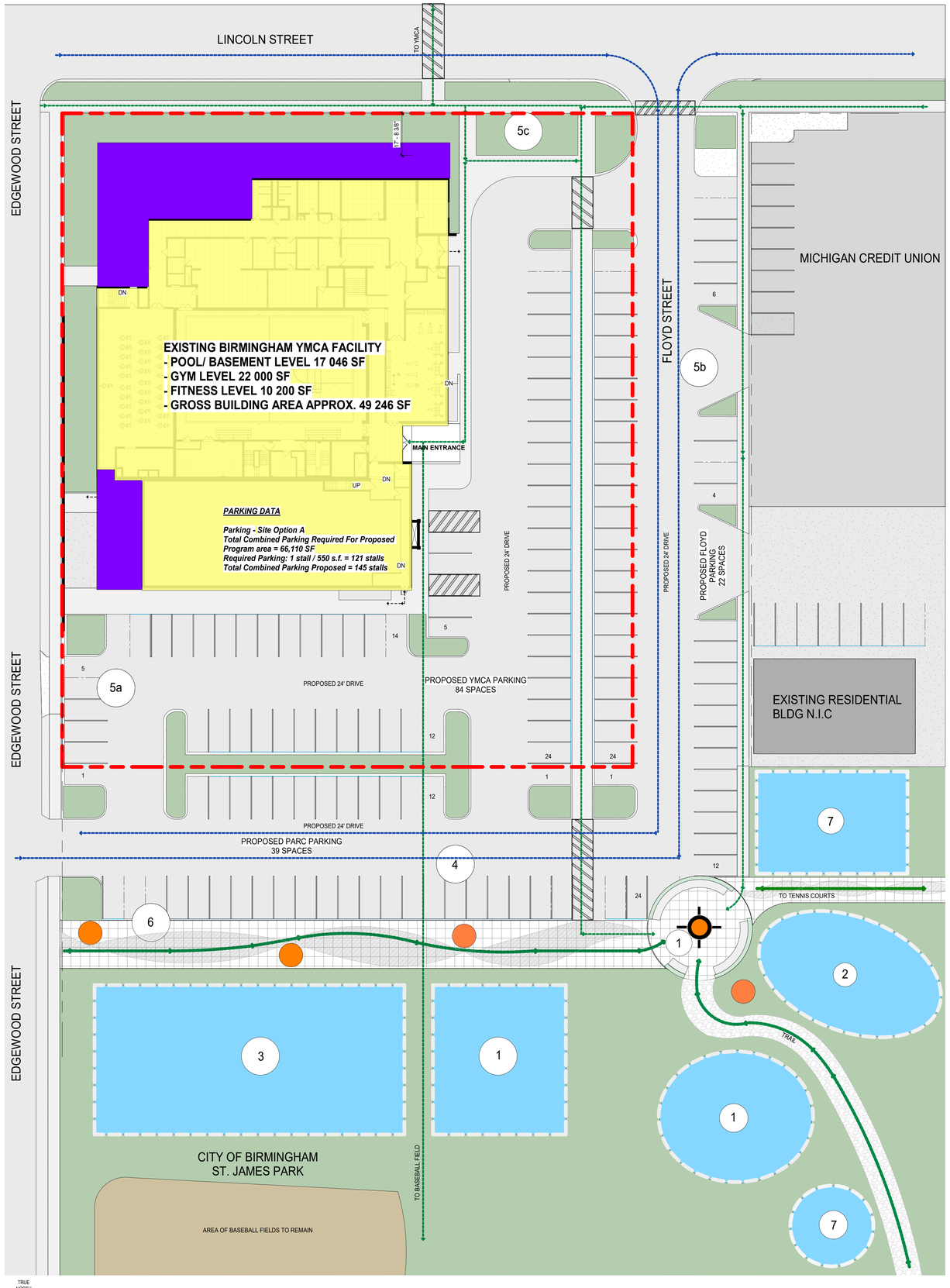
3

4

6

7

PROPOSED PEDESTRIAN CIRCULATION
PROPOSED WALKING PATH
EXISTING PEDESTRIAN SITE ACCESS POINT
PROPOSED AUTOMOTIVE CIRCULATION
ART INSTALLATION
EXISTING AUTOMOTIVE SITE ACCESS POINT
PROPERTY LINES



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Drawing Title
PROPOSED SITE PLAN

Scale: As indicated
Project No.: JCDT21-0373
Drawing No.: **A10-01**

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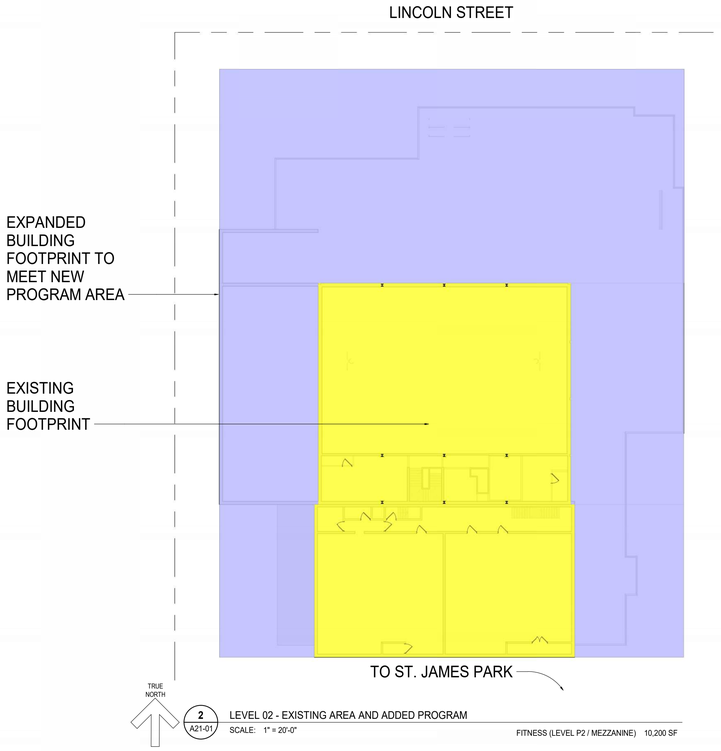
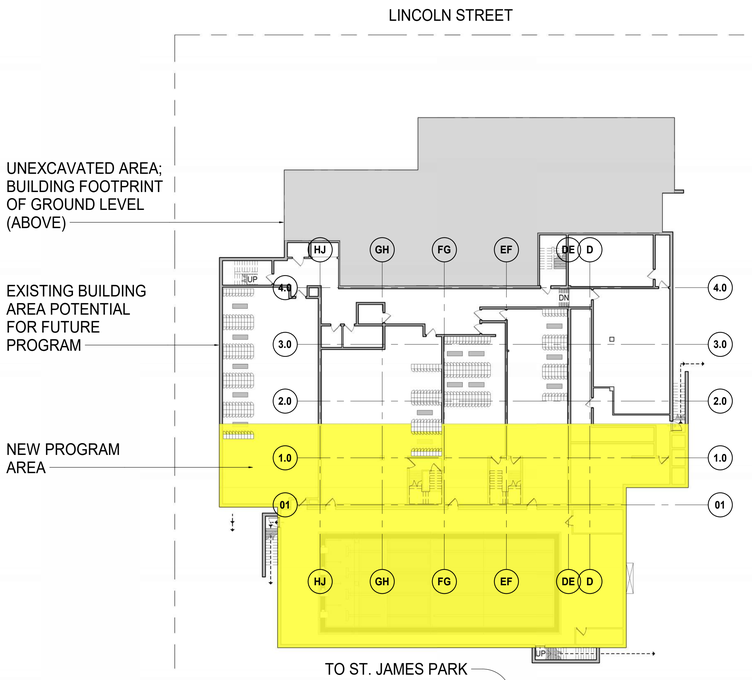
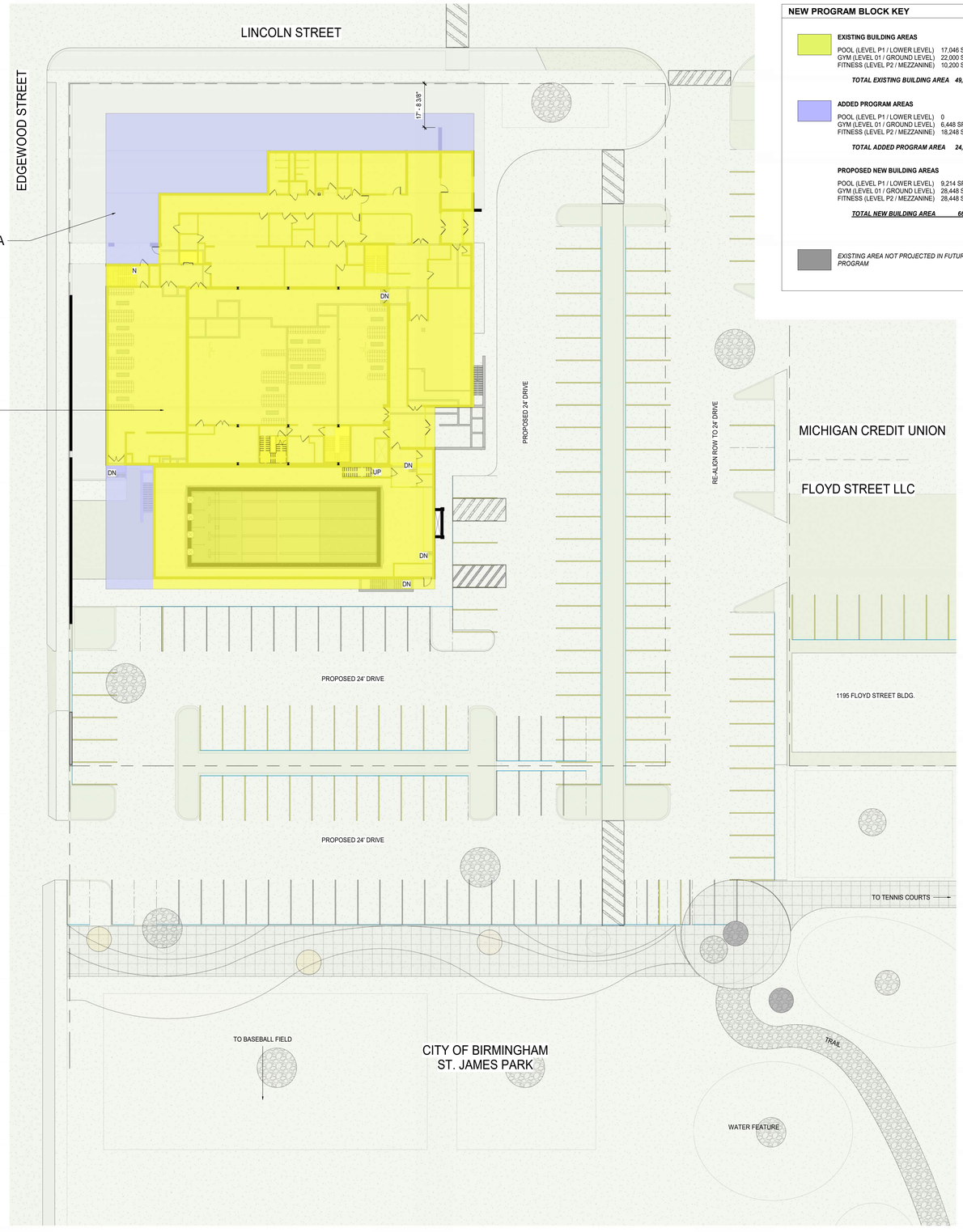


2 A21-01 LEVEL 02 - EXISTING AREA AND ADDED PROGRAM
SCALE: 1" = 20'-0"
FITNESS (LEVEL P2 / MEZZANINE) 10,200 SF



3 A21-01 LEVEL P1 BLOCK PLAN
SCALE: 1" = 20'-0"
POOL (LEVEL P1 / LOWER LEVEL) 17,046 SF



1 A21-01 LEVEL 01 - NEW PROGRAM BLOCK PLAN AND SITE PLAN
SCALE: 1" = 20'-0"
GYM (LEVEL 01 / GROUND LEVEL) 22,000 SF

NEW PROGRAM BLOCK KEY

EXISTING BUILDING AREAS

POOL (LEVEL P1 / LOWER LEVEL)	17,046 SF
GYM (LEVEL 01 / GROUND LEVEL)	22,000 SF
FITNESS (LEVEL P2 / MEZZANINE)	10,200 SF
TOTAL EXISTING BUILDING AREA	***49,246 SF***

ADDED PROGRAM AREAS

POOL (LEVEL P1 / LOWER LEVEL)	0
GYM (LEVEL 01 / GROUND LEVEL)	6,448 SF
FITNESS (LEVEL P2 / MEZZANINE)	18,248 SF
TOTAL ADDED PROGRAM AREA	***24,696 SF***

PROPOSED NEW BUILDING AREAS

POOL (LEVEL P1 / LOWER LEVEL)	9,214 SF
GYM (LEVEL 01 / GROUND LEVEL)	28,448 SF
FITNESS (LEVEL P2 / MEZZANINE)	28,448 SF
TOTAL NEW BUILDING AREA	***66,110 SF***

EXISTING AREA NOT PROJECTED IN FUTURE PROGRAM

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Drawing Title
PROGRAM BLOCK PLANS

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Drawing No.: **A21-01**

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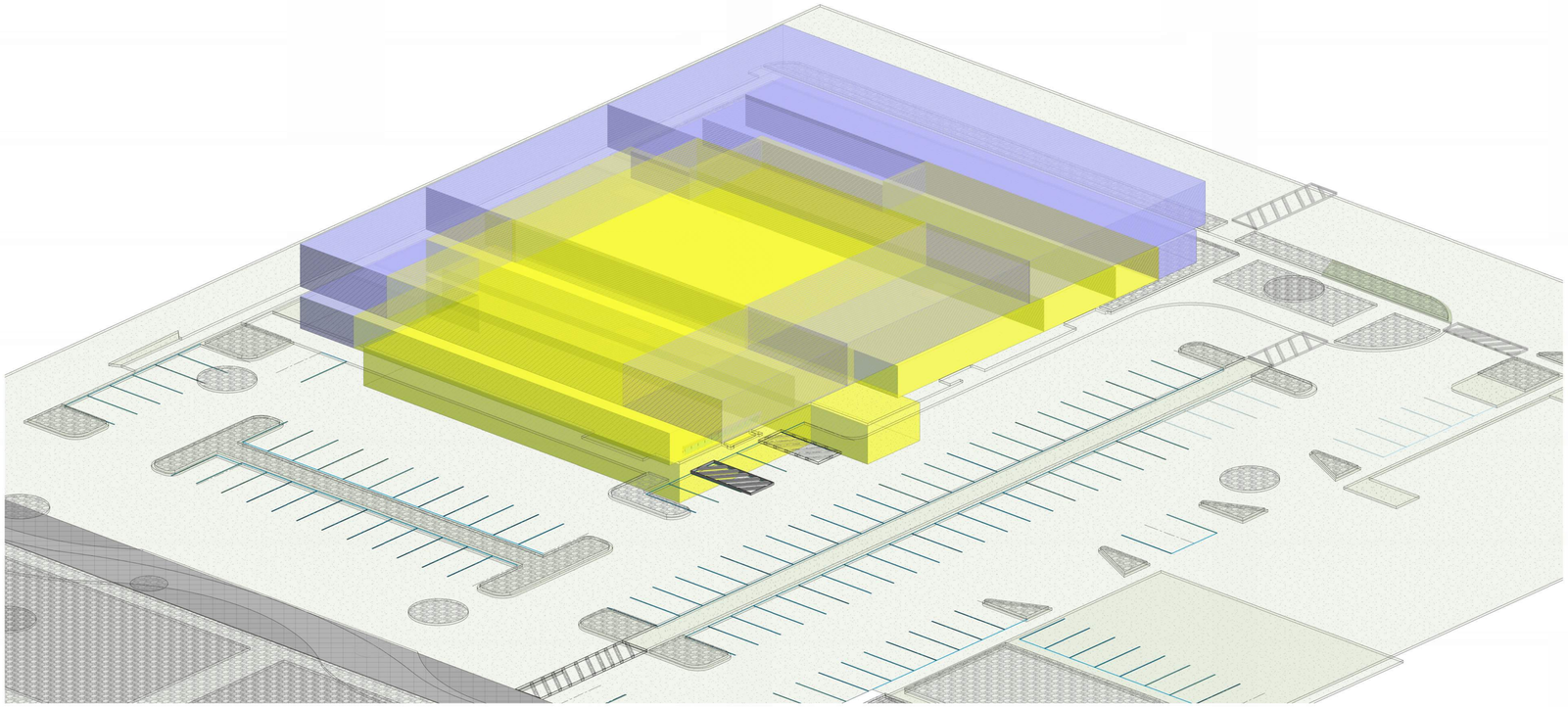

NEW PROGRAM BLOCK KEY

EXISTING BUILDING AREAS

POOL (LEVEL P1 / LOWER LEVEL)	17,046 SF
GYM (LEVEL 01 / GROUND LEVEL)	22,000 SF
FITNESS (LEVEL P2 / MEZZANINE)	10,200 SF
TOTAL EXISTING BUILDING AREA	***49,246 SF***

ADDED PROGRAM AREAS

POOL (LEVEL P1 / LOWER LEVEL)	0
GYM (LEVEL 01 / GROUND LEVEL)	6,448 SF
FITNESS (LEVEL P2 / MEZZANINE)	18,248 SF
TOTAL ADDED PROGRAM AREA	***24,696 SF***

PROPOSED NEW BUILDING AREAS

POOL (LEVEL P1 / LOWER LEVEL)	9,214 SF
GYM (LEVEL 01 / GROUND LEVEL)	28,448 SF
FITNESS (LEVEL P2 / MEZZANINE)	28,448 SF
TOTAL NEW BUILDING AREA	***66,110 SF***

EXISTING AREA NOT PROJECTED IN FUTURE PROGRAM

2 A21-02 STACKING DIAGRAM - EXISTING BLDG & NEW PROGRAM
SCALE:

1 A21-02 EXIST. BUILDING & NEW PROGRAM SECTION
SCALE: 1/8" = 1'-0"

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Drawing Title
STACKING DIAGRAM

Scale: As indicated

Project No.: JCDT21-0373

Drawing No.: **A21-02**

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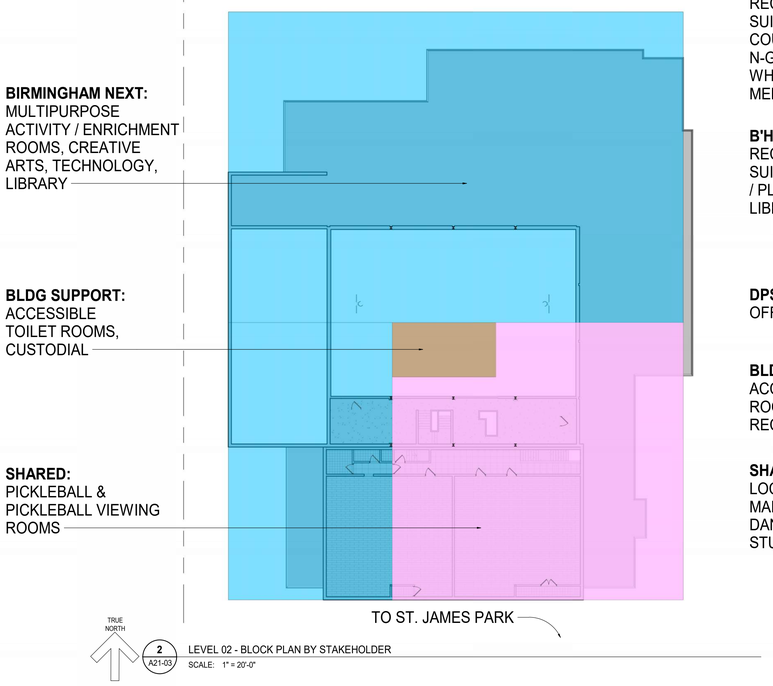

LEVEL 02 - BLOCK PLAN BY STAKEHOLDER
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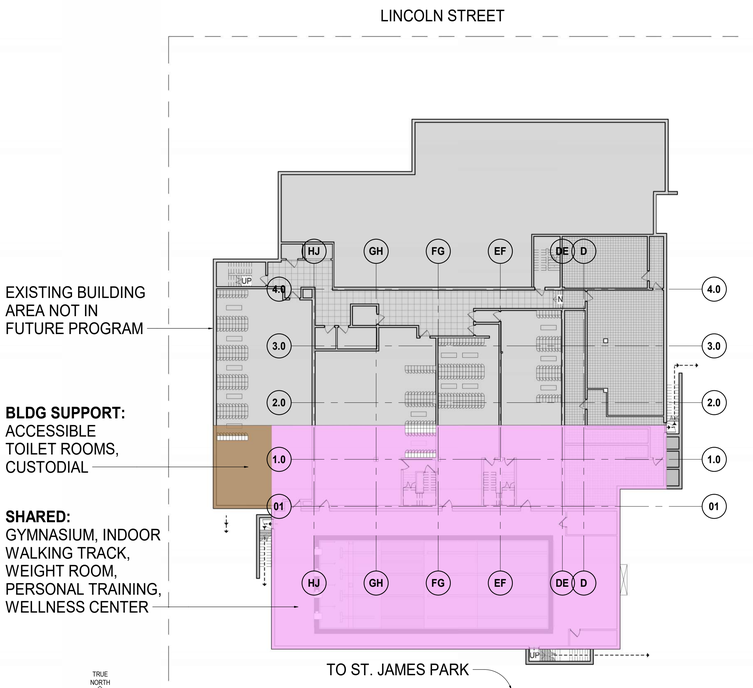
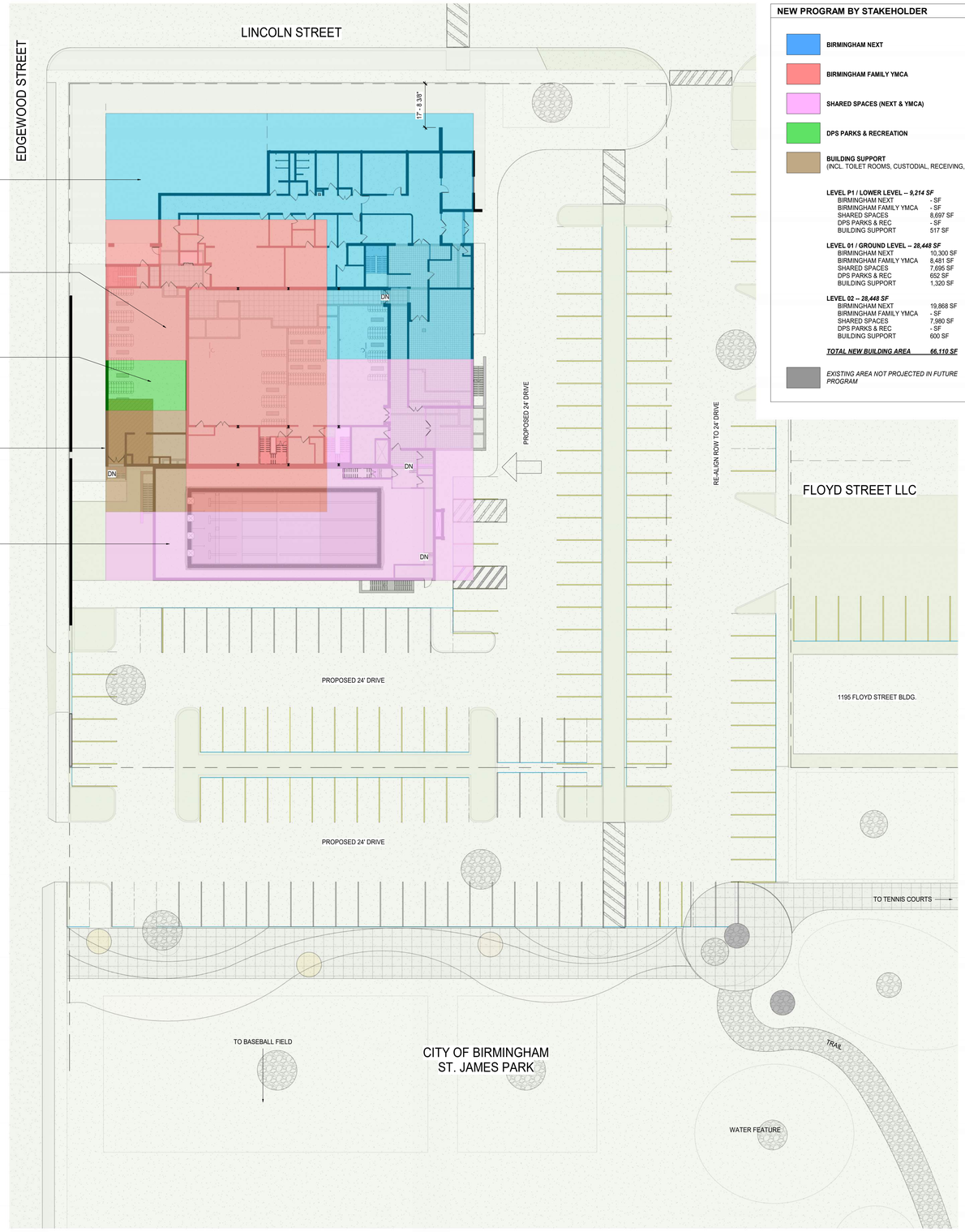


LEVEL P1 BLOCK PLAN
SCALE: 1" = 20'-0"



LEVEL 01 - BLOCK PLAN BY STAKEHOLDER
SCALE: 1" = 20'-0"

NEW PROGRAM BY STAKEHOLDER

- BIRMINGHAM NEXT
- BIRMINGHAM FAMILY YMCA
- SHARED SPACES (NEXT & YMCA)
- DPS PARKS & RECREATION
- BUILDING SUPPORT (INCL. TOILET ROOMS, CUSTODIAL, RECEIVING, ETC.)

LEVEL P1 / LOWER LEVEL -- *9,214 SF*

BIRMINGHAM NEXT	- SF
BIRMINGHAM FAMILY YMCA	- SF
SHARED SPACES	8,697 SF
DPS PARKS & REC	- SF
BUILDING SUPPORT	517 SF

LEVEL 01 / GROUND LEVEL -- *28,448 SF*

BIRMINGHAM NEXT	10,300 SF
BIRMINGHAM FAMILY YMCA	8,481 SF
SHARED SPACES	7,695 SF
DPS PARKS & REC	652 SF
BUILDING SUPPORT	1,320 SF

LEVEL 02 -- *28,448 SF*

BIRMINGHAM NEXT	19,868 SF
BIRMINGHAM FAMILY YMCA	- SF
SHARED SPACES	7,980 SF
DPS PARKS & REC	- SF
BUILDING SUPPORT	600 SF

TOTAL NEW BUILDING AREA ***66,110 SF***

EXISTING AREA NOT PROJECTED IN FUTURE PROGRAM

DATE	ISSUED FOR	REV

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Electrical:
Interiors:
Landscape:

Seal(s)

NORR

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Project Manager	Drawn Author
Project Leader	Checked Checker

Client
CITY OF BIRMINGHAM

Project
CITY OF BIRMINGHAM SENIOR / RECREATION BUILDING ASSESSMENT & CONCEPTUAL DESIGN

400 E LINCOLN ST., BIRMINGHAM , MI

Drawing Title
PROGRAM BLOCK PLANS BY STAKEHOLDER

Scale: As indicated

Project No.: JCDT21-0373

Drawing No.: **A21-03**

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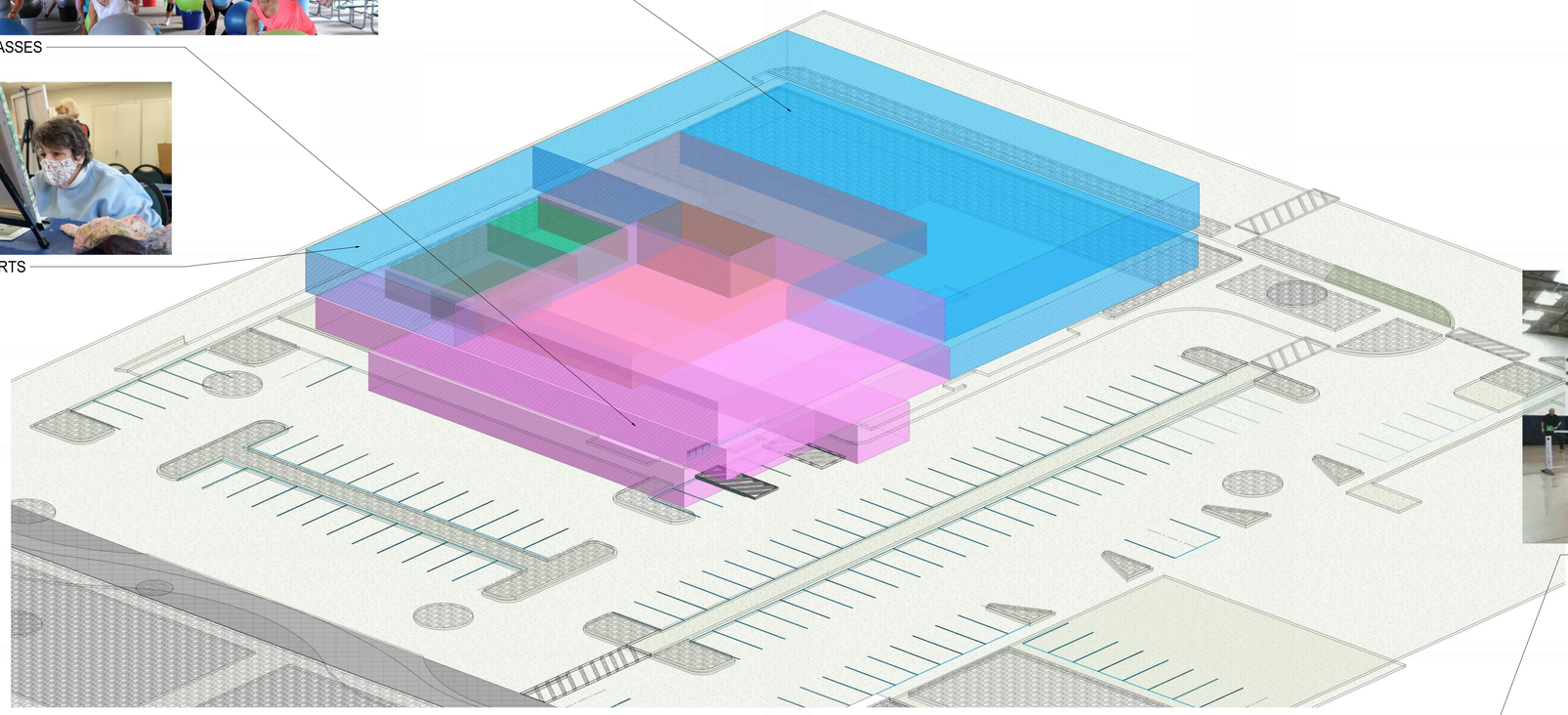
DAYTIME SPEAKERS / SPEAKING SERIES / EVENTS

FITNESS CLASSES

CREATIVE ARTS



NEW PROGRAM BY STAKEHOLDER

- BIRMINGHAM NEXT
- BIRMINGHAM FAMILY YMCA
- SHARED SPACES (NEXT & YMCA)
- DPS PARKS & RECREATION
- BUILDING SUPPORT (INCL. TOILET ROOMS, CUSTODIAL, RECEIVING, ETC.)

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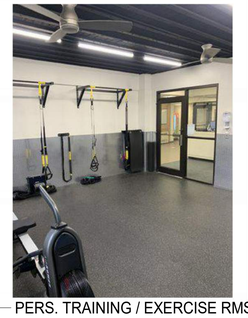
SHARED SPACES	7,980 SF
DPS PARKS & REC	- SF
BUILDING SUPPORT	600 SF

TOTAL NEW BUILDING AREA 66,110 SF

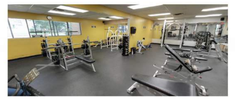
EXISTING AREA NOT PROJECTED IN FUTURE PROGRAM

PICKLEBALL



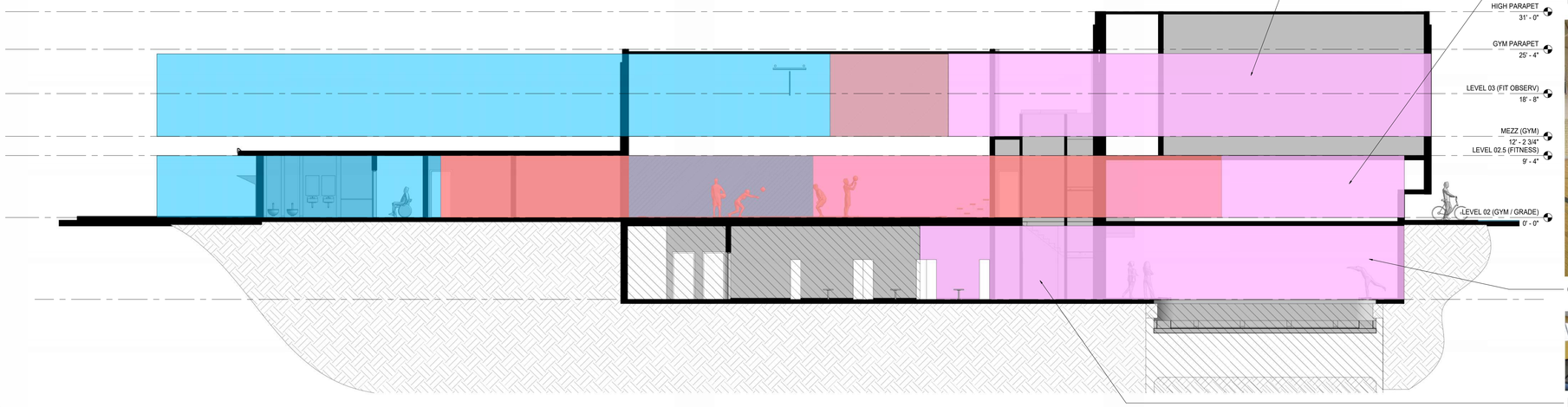
PERS. TRAINING / EXERCISE RMS

GYMNASIUM / INDOOR TRACK



FITNESS CENTER / WEIGHTS

1 A21-04 STACKING DIAGRAM - PROGRAM BY STAKEHOLDER
SCALE:



2 A21-04 NEW PROGRAM SECTION - BY STAKEHOLDER
SCALE: 1/8" = 1'-0"

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PROGRAM BLOCK VIEWS BY STAKEHOLDER

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Drawing No.: **A21-04**

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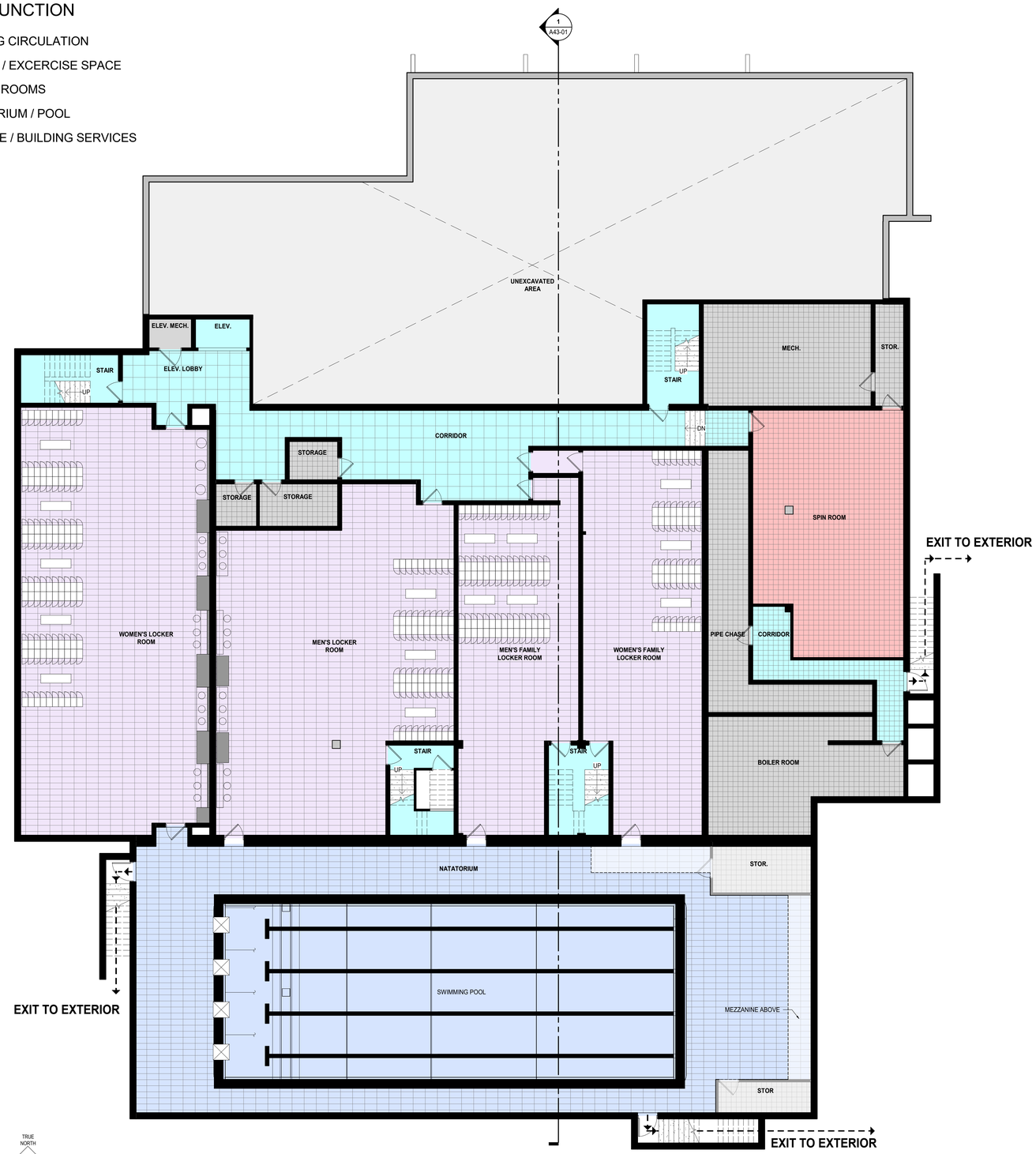
SPACE FUNCTION

- BUILDING CIRCULATION
- FITNESS / EXCERCISE SPACE
- LOCKER ROOMS
- NATATORIUM / POOL
- STORAGE / BUILDING SERVICES



TRUE NORTH

1 / A20-01 EXISTING LEVEL -01 (POOL / BASEMENT)

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

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400 E LINCOLN ST., BIRMINGHAM , MI

Drawing Title
EXISTING LEVEL 01 OVERALL FLOOR PLAN

Scale: 1/8" = 1'-0"

Project No.: JCDT21-0373

Drawing No.: **A20-01**

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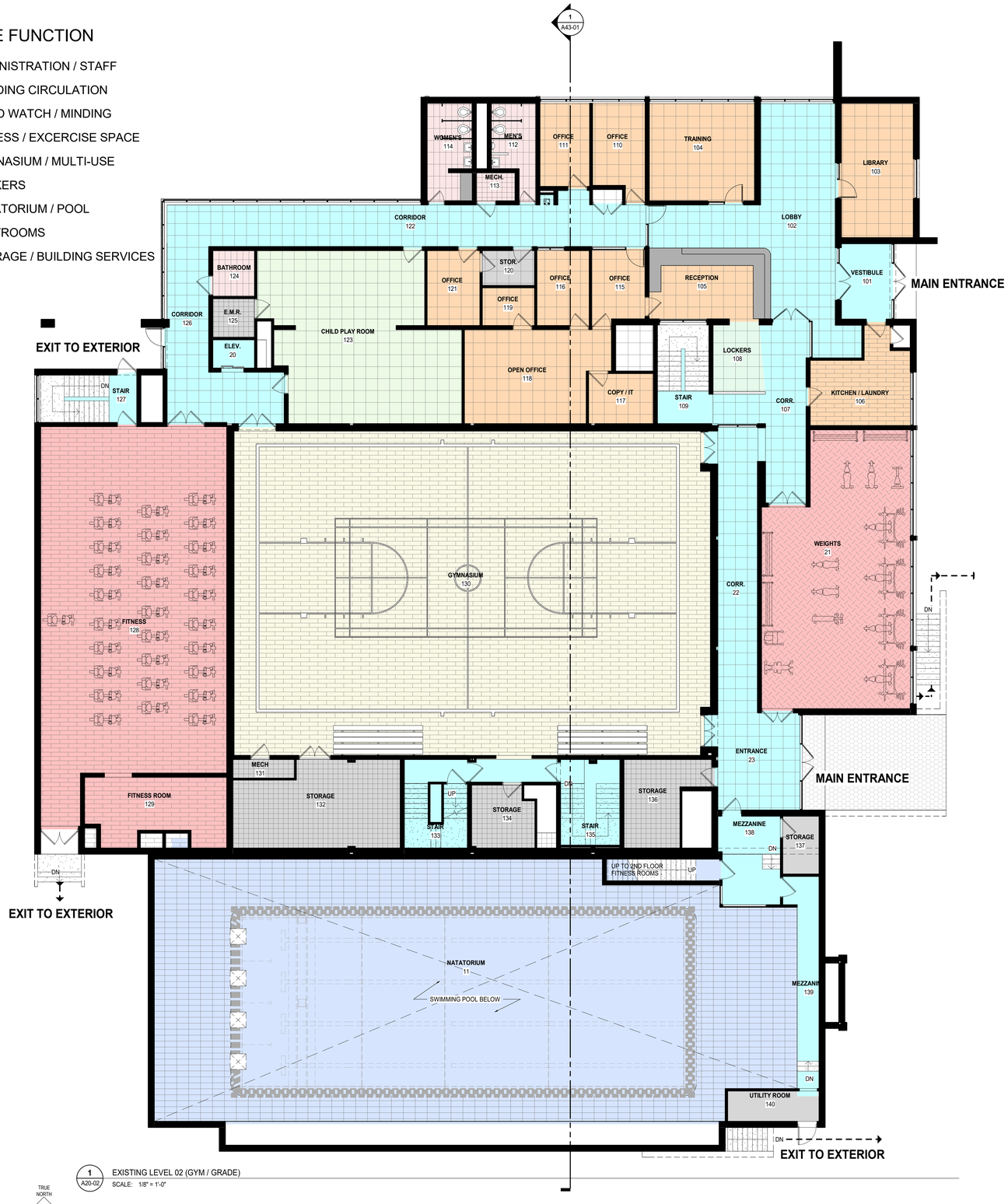
SPACE FUNCTION

- ADMINISTRATION / STAFF
- BUILDING CIRCULATION
- CHILD WATCH / MINDING
- FITNESS / EXCERCISE SPACE
- GYMNASIUM / MULTI-USE
- LOCKERS
- NATATORIUM / POOL
- RESTROOMS
- STORAGE / BUILDING SERVICES



1 A20-02 EXISTING LEVEL 02 (GYM / GRADE)

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

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Drawing Title
EXISTING LEVEL 02 OVERALL FLOOR PLAN

Scale: 1/8" = 1'-0"

Project No.: JCDT21-0373

Drawing No.: **A20-02**

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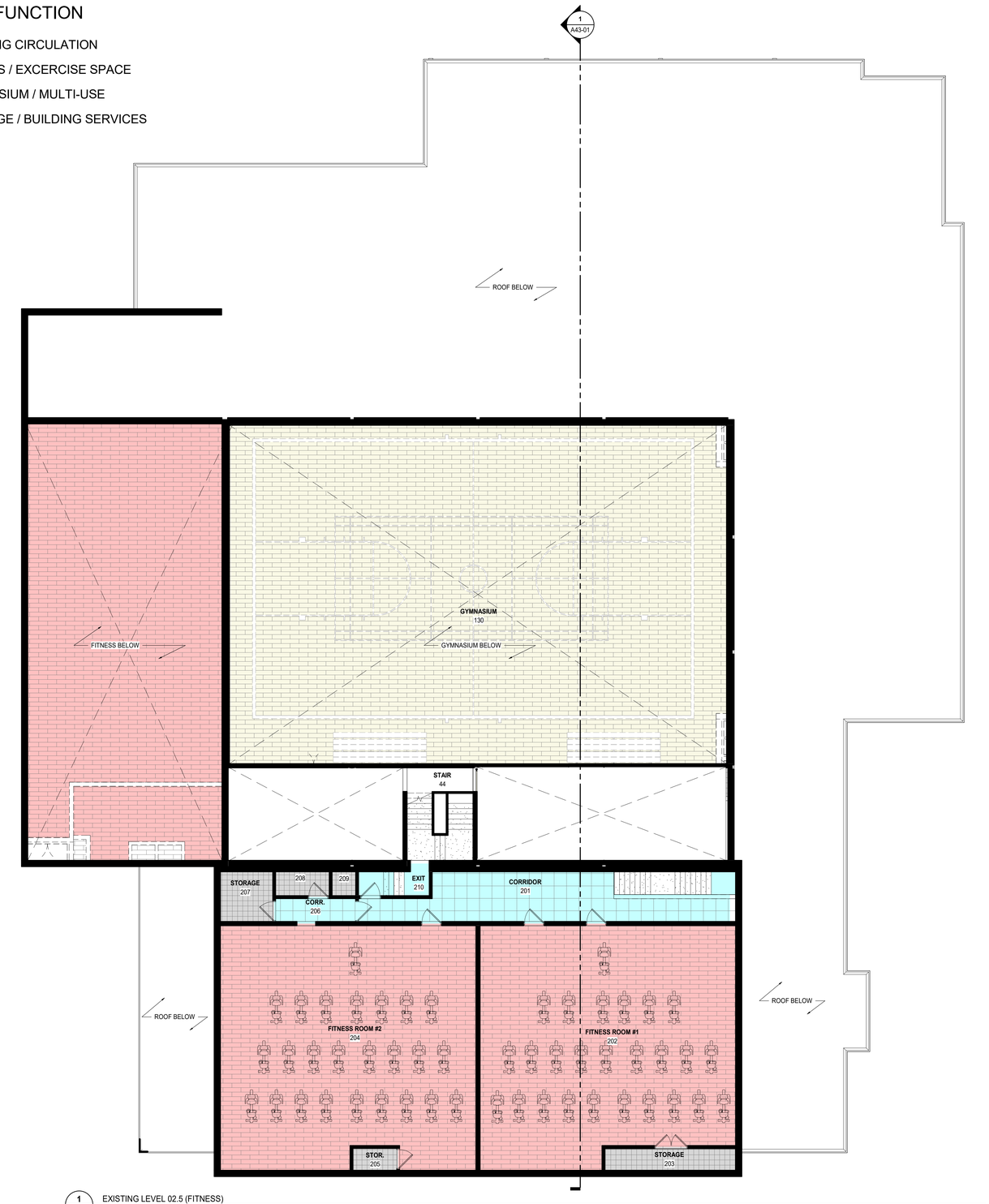
SPACE FUNCTION

- BUILDING CIRCULATION
- FITNESS / EXCERCISE SPACE
- GYMNASIUM / MULTI-USE
- STORAGE / BUILDING SERVICES



1 A20-03 EXISTING LEVEL 02.5 (FITNESS)
SCALE: 1/8" = 1'-0"

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Drawing Title
EXISTING LEVEL 02.5 OVERALL FLOOR PLAN

Scale
1/8" = 1'-0"

Project No.
JCDT21-0373

Drawing No.
A20-03

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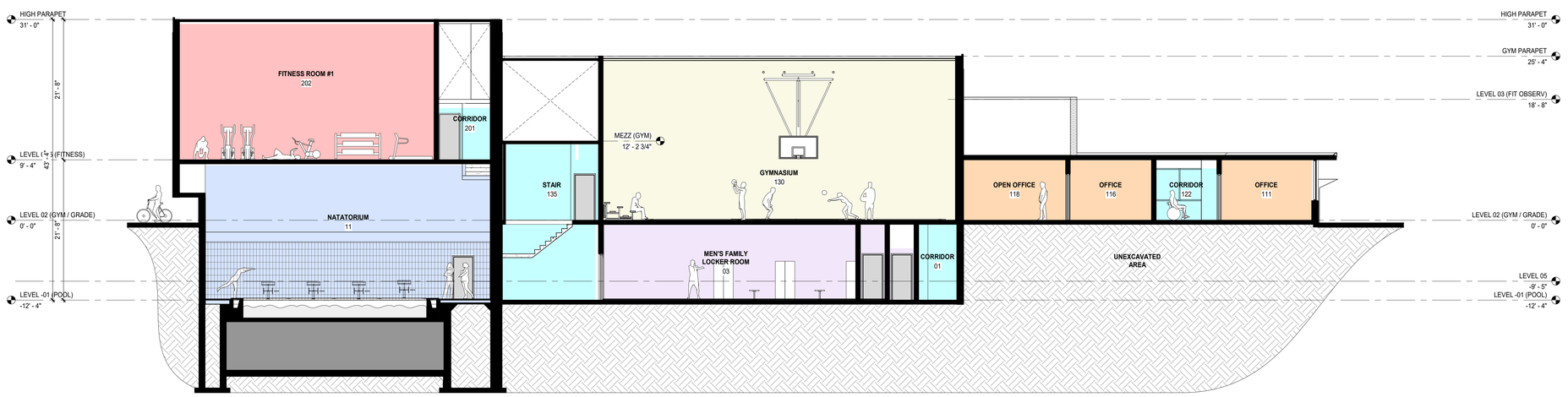
SPACE FUNCTION

- ADMINISTRATION / STAFF
- BUILDING CIRCULATION
- FITNESS / EXCERCISE SPACE
- GYMNASIUM / MULTI-USE
- LOCKER ROOMS
- NATATORIUM / POOL



1 / A43-01 EXISTING NORTH-SOUTH BUILDING SECTION

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

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Project Leader	Checked Checker

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CITY OF BIRMINGHAM

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Drawing Title

EXISTING OVERALL BUILDING SECTIONS

Scale: 1/8" = 1'-0"

Project No.: JCDT21-0373

Drawing No.: **A43-01**

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TASK 4

FACILITY CONDITION ASSESSMENT

NORR

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City of Birmingham

Birmingham Family YMCA Building Assessment
400 E. Lincoln Street, Birmingham, MI 48009

May 15, 2024

NORR IMEG

Facility Condition Assessment Report
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- 1.1 Procedural Summary
- 1.2 Property Summary
- 1.3 Circulation Summary
- 1.4 General ADA Compliance

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- 2.3 Fire Suppression / Sprinklers / Fire Extinguishers
- 2.4 Exit Signage
- 2.5 Building Element Fire Ratings
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3.0 Accessibility
- 3.1 Access to Building Entrances
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- 3.6 Controls
- 3.7 Ramps
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1.0 Executive Summary

1.1 Procedural Summary

Included in this report is a property / building assessment and systems evaluation for the Birmingham Family YMCA facility located at 400 E. Lincoln Street in Birmingham, Michigan. The facility is located west of Woodward Avenue and several blocks south of the central Birmingham Business District. The building is currently used as a multi-purpose recreational center offering fitness areas, child development spaces, offices, training areas and a natatorium.

The building is currently occupied by the YMCA and consists of three levels and a mezzanine totalling approx. 43,000 SF. The date of the original building fronting E. Lincoln is circa 1959 with several multi-level additions and renovations occurring until the mid 1980's. The site consists of a 1.52-acre parcel of land occupied by the single YMCA building and is located adjacent to the city-owned St. James Park along the south boundary of the property.

This property / building assessment and systems evaluation report has been compiled based on multiple site visits that have been conducted by the design team beginning in March 2024. This report documents through photos and onsite analysis the existing current conditions of the Architectural, Mechanical, and Electrical systems, as relating to the scope of work area for this project. Additionally, the facility has also been evaluated from a life safety and American with Disabilities Act (ADA) compliance operations evaluation. Mechanical, Electrical, Plumbing and Structural engineering reports has been provided by IMEG Engineers, and a cost evaluation will be provided during Phase 2 by AM Higley.

This building is being reviewed under the current edition of the *Michigan Rehabilitation Code for Existing Buildings* (MRCEB) along with related code sections regarding specific items under consideration as listed in the *Michigan Building Code* (MBC).

1.2 Property Summary

Originally constructed in 1959, the building is a two-story steel and masonry framed building with brick and stucco cladding. A partial basement level is located under the central and southern portions of the building, and a partial second floor with upper mezzanine fronts the south side of the building. It is assumed to comprised of construction type "1A" and "1B" and is considered Use and Occupancy categories A-3 (Assembly - gym), A-4 (Assembly - swimming pools), and B (Business) per MBC Chapter 3.

Building finishes appear to be in good condition for the most part. No major tripping hazards or hazardous conditions were observed. Isolated areas of finish degradation and damage were observed, but this was not widespread. Due to the buildings age and history, it is reasonable to assume that hazardous materials are present in the building (possibly including, but not limited to, asbestos and lead based finishes). For example, the floor tile in the kitchen area appears to be of an asbestos product. It's worth pointing out as in its state it is not hazardous however if any associated renovation takes place this may need to be remediated. Additionally, other areas of the building that have received other flooring materials such as carpeting, vinyl, and fitness/sport flooring could potentially have

asbestos floor tile underneath. Upon the observations during our visit NORR can neither confirm nor deny the presence of these materials unless selective demolition were performed. Review and determination of the presence of these materials should be reserved for qualified specialists that are trained in the identification and remediation of these conditions.

1.3 Circulation Summary

Horizontal circulation into programmed spaces and throughout the facility appears to be a major deterrent to efficient operations. There are multiple levels of programmed space that are difficult to navigate to and locate through the limited use of main stairs or main corridors. Several of these spaces are not properly reached by ramps or the elevator. One elevator is present but is not located adjacent to the main entrance nor is it in proximity to available handicapped parking spaces. The elevator also does not connect to the upper two floor levels. Several exterior glass-framed entrances are not used due to being located too distant from the main reception desk and therefore difficult to monitor from a security standpoint. The natatorium is located on the southern portion of the facility which is remote from the main entrance and does not have its own entrance as it is only accessible through the locker rooms.

Vertical circulation consists of one passenger elevator and four main stairwells, of which three appear to be enclosed with rated construction. Two of these main stairs connecting to the second floor and down to the natatorium are only assessed through the first-floor central gymnasium, which does not allow for a proper means of egress in an emergency. Only one open (non-fire rated) main stair serves the basement level, the other stairs are improperly accessed through the locker rooms or weight room.

A large portion of program elements were located on either the lower or upper levels from grade, with the single elevator only serving a portion of the facility. Although the locker rooms and pool area were partially accessible using the elevator, other lower-level areas with public facilities such as the spin room are not.

The elevator is the only means access to the basement level amenities from an ADA perspective. The building is technically defined as a two-story building however the square footage is above 3,000 square feet per floor. Therefore, the elevator should be ADA accessible. This means that the cab should have dimensions of approximately 68" wide and 51" deep. The current dimensions are approximately 57" wide and 52" deep, since the width is less than it should be it is difficult to maneuver into the elevator cab as well as maintain a 360-degree turning ability in the existing elevator cab. [Photo 01]

1.4 General ADA Compliance

The facility is mostly not ADA compliant, as building elements such as hallways, doors, door clearances, toilet facilities, and workplace equipment appear to be original and not updated for more modern requirements. Widespread items that were noted were noncompliant door hardware, inadequate clearances at doors and plumbing fixtures, non accessible egress routes to exterior public right of ways / sidewalks, lack of powered ADA door actuators, and lack of compliant elements (including, but not limited to, lockers, counter tops, storage, and shower / bath hardware). Interior room signage was also observed to be noncompliant and missing in some cases Signs (ie.: wayfinding and room

specific) were observed without braille lettering and mounted incorrectly adjacent to doors and space entries.

As stated earlier a large portion of the amenities offered are not accessible to wheelchair bound YMCA members. Specifically, due to the lack of an elevator to the second floor and to some extent the mezzanine, disabled members are not able to access Fitness Room A & Fitness Room B. Additionally, since a ramp does not exist to access the basement Spin Room, the same issue applies [Photo 2]. Since these amenities are not offered to wheelchair bound members on the ground floor it creates an ADA compliance issue.

Several ground floor offices are not ADA compliant based on door clearances, maneuverability and or office furniture arrangement. Those specific rooms are identified in the graphic below:

2.0 Architectural Systems Assessment

2.1 Life Safety Overall

Overall, the building's life safety devices and equipment are mostly in place and appear to be in operating condition. Several of these systems have been upgraded or modified over time but several also appear to be original or from a former renovation. The facility has the following systems in place:

- Illuminated and non-illuminated exit signs at doors and corridors
- Fire alarm system consisting of wall strobes and pull stations
- Partial smoke detection system
- Emergency lights
- Portable fire extinguishers
- Exit doors and exit signage

Some of the life safety devices, such as emergency lights, were being blocked by operational equipment (wall mounted fan in locker room blocking a wall pack) [Photo 3]. These locations should be rectified to ensure proper operation. In addition, additional illuminated exit signs should be added to enhance the path of travel in the corridors.

Not all public corridors provide the required two means of egress out of the building. A few rooms (the second-floor fitness rooms and the basement spin room) do not have an adequate quantity of exits.

A fire suppression system (sprinklers) is only evident in a portion of the building. We have identified in the graphic below the only area of the building where fire suppression could be observed.

A full assessment by a licensed fire protection contractor should be performed to test proper operation of the existing system. A determination of the requirement for a fully-sprinklered building will be conducted after the test fit is completed for the renovated facility.

2.2 Smoke Detection, Strobe Lights, Fire Alarm

Fire Alarm:

An addressable fire alarm system is in place and appears to be in working order. The system consists of devices such as wall strobe lights and manual pull boxes at the exit doors all being controlled by one fire alarm control panel. The system seems to serve the occupied areas only partially as devices were found by the established exit doors and in scattered, random locations in the main and secondary corridors. Most of the devices appear to be original or from a former building renovation [Photo 17 and 18] as only a few seem to have been recently replaced. Devices in the fitness room and gym are covered by protective grilles or plastic covers [Photo 16]. The fire alarm system would be required by the MBC to be extended to serve all stairs and exit doors in this facility, in accordance with the MBC:

Section 907.2.1 Group A
A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the occupant load due to the assembly occupancy is 300 or more. Group A occupancies not separated from one

another in accordance with Section 707.3.10 shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Smoke detection:

A partial smoke detection system is in place that mostly serves the main and secondary corridors. The devices are ceiling mounted and appear to be hard-wired to a central system [Photo 21]. Devices are located in the first-floor office area, in the basement level but not in the locker rooms, on the second floor but not in the fitness rooms, and on the upper observation concourse level but not in the natatorium. Devices in the basement level corridor are minimal in quantity and do not cover all enclosed spaces. Although the smoke detection system seems to be partially installed, if it has been inspected and approved by the local inspection agency, then it can remain in place in accordance with a code exemption as found in the MBC, Section 907.2.11.8.1:

Exception: Smoke alarms and devices installed in buildings constructed before November 6, 1974 where an installation was approved by the appropriate enforcing agency under regulations in effect at the time of the installation shall be considered to comply with the provisions of the code.

Emergency lights:

A partial emergency light system is in place and appears to be in working order. The devices consist of older devices and some more recently upgrades. Devices are both wall and ceiling mounted and consist of either stand-alone light packs or combination devices consisting of exit signs and emergency lights [Photo 20]. The emergency light system was not tested as part of this assessment. Emergency lights are required to serve the following areas:

MBC Section 1008.3.2 Buildings
In the event of power supply failure in buildings that require two or more means of egress, an emergency electrical system shall automatically illuminate all of the following areas:

1. *Interior exit access stairways and ramps.*
2. *Interior and exterior exit stairways and ramps.*
3. *Exit passageways.*
4. *Vestibules and areas on the level of discharge used for exit discharge in accordance with Section 1028.1.*
5. *Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.*

This building requires two or more means of egress, therefore not all exit passageways, exterior exit stairways or exterior landings are currently being served by emergency lights.

2.3 Fire Suppression / Sprinklers / Fire Extinguishers

A partial sprinkler system in in place that only serves multiple storage rooms and main hallways. See IMEG engineering report for additional information regarding the existing suppression system.

To renovate or expand this building, depending on the increased occupancy levels, exit capacity, and uses of each space, more than likely the MBC would require an expanded suppression system to serve the whole building.

Any expansion of the suppression system would require a new water line (separate from the domestic water service) line to serve the fire raiser.

Portable fire extinguishers are present and consist of devices mounted directly to walls and some devices located in recessed cabinets with glass doors. At least one cabinet is mounted too high to meet barrier-free requirements (outside executive director's office) [Photo 19] and several do not have signage to properly indicate their location to the public. The quantity of location of these fire extinguishers will be reviewed with the local fire Marshall to verify all local requirements during the construction phase of this project.

The building does not appear to contain any areas of special hazards (flammable or combustible liquid storage, laboratories or computer rooms, or a commercial kitchen) where additional fire extinguishers would be required.

2.4 Exit Signage

MBC section 1013.1 states the following:

"Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign."

Exit signs serve most areas of the building and consist of both illuminated (hard-wired) signs and non-illuminated signs that are in the first-floor weight room and in the main hallway doors outside of the Executive Director's office. As stared in the strobe light section above, some exit signs are a combination device with emergency lights. Most illuminated signs appear to be in working order.

Typically, a portion of the exit signage throughout the building does not comply with required codes. Illuminated exit signage, complying with MBC section 1013.6.2, was observed in the main hallways but did not appear to be adequately externally or internally illuminated per the aforementioned MBC section. [Photo 13] and [Photo 15]. Concerns regarding exiting signage and egress were especially evident on the basement level due to the confusing nature of the exiting, and lack of visible complying

exit signage in multiple areas. Raised character and braille exit signage complying with MBC Section 1013.4 - Raised Character and Braille Exit Signage was not observed on site and will be discussed further in the Accessibility section of this report.

2.5 Building Element Fire Ratings

MBC regulations require that building elements that allow for the safe passage from occupied spaces into and through rated systems (such as stairs and exit corridors) are in place for occupants to safely get out of the building in the case of an emergency. Due to this assessment being a visual inspection only, and not a destructive test, the fire ratings of building elements were determined by visual means only.

It appears that three out of four main stairs are enclosed with rated construction consisting of concrete block walls and fire rated doors. Only one of these stairs (north-west corner by the main fitness room) directly connect to the exterior: the other three stairs improperly discharge occupants into non-rated spaces that are not connected to an emergency exit. The fourth main stair, by the locker area off the main lobby is open (not enclosed by rated walls or doors) and does not directly discharge to the exterior.

Other miscellaneous stairs are in place, including a small stair from the south-east corner of the first floor up to the second floor and three exterior stairs from the basement level up to grade level are in place. All these miscellaneous stairs are not rated.

The structural framing system (columns, beams, bearing elements) were mostly enclosed by walls and ceilings and therefore the rating of these systems could not be verified. Based on the age of the building and its construction type it can be assumed that any steel framing to support floors and roofs are not enclosed by fire-rated construction. The gymnasium roof support is exposed steel and not rated.

Walls enclosing main corridors appear to be concrete masonry units and therefore may be fire rated, but their condition (full height to deck, holes drilled through, ducts penetrating, ect.) was not verified in this visual survey so their fire ratings were not documented. New corridors are part of the renovated or expanded facility would require that main hallways needed for safe building exiting would need to be minimum 1-hour fire rated, as stated below:

*"**2015 Michigan Building Code (MBC), Section 1020.1 - Corridors** - Corridors shall be fire-resistance rated in accordance with table 1020.1"*

TABLE 1020.1
CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system[c]
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	Not Permitted	0.5
I-2[a], I-4	All	Not Permitted	0
I-1, 1-3	All	Not Permitted	1[b]

2.6 Means of Egress

MBC section 1010.1.2.1 states the following:

"2015 Michigan Building Code (MBC), Section 1010.1.2.1 - Direction of Swing - Pivot or side-hinged swinging doors shall swing in the direction of egress travel where serving a room or area containing an occupant load of 50 or more persons or a Group H occupancy."

It appears as though the Exit Access Travel Distances in this building are in compliance with MBC 2015, however as previously noted, door swing directions and the potential for locked doors could render the building non-compliant: MBC Table 1020.1 shows that a building with a designated occupancy: B (BUSINESS) for Civic Administration: Maximum 200' travel distance without a sprinkler system.

The western exterior exit stair serving the natatorium is partially secured behind metal mesh fencing which obscures the exit signage and does not allow the proper jamb clearance at the door [Photo 12].

2.7 Exit Stairs

As noted in the Building Element Fire Ratings section above, there are three (4) main stairs and four (4) miscellaneous stairs in this facility. Only one of the main stairs comply with MBC requirements for safe exiting out of the building, allowing exiting from the basement level out to the western portion of the site.

Pursuant to each of the stairwells based on the Michigan Building Code we have the following findings:

Stairwell #1 – located north of the main fitness room
This stairwell has proper door width and stair widths

- Requires a gate on the first floor to prevent people exiting the building through the stair from the fitness room to mistakenly travel downstairs in an emergency [Photo 04]
- Handrails appear compliant

Stairwell #2 – located adjacent to the main Lobby
This stairwell, although currently being used as an egress stair is not a true fire egress stair per Michigan Building Code. Although the stairwell has appropriately sized doors and stair width the stairwell has glazing that is not fire protected. Additionally, the stairwell is open to the ground level without a rated door which does not provide a fire rating continuity [Photo 05]

- Pickets (vertical bars between the lower rail and the handrail) are spaced at 10" apart and have been covered with plexiglass

Stairwell #3 & 4 – located adjacent to the Gymnasium
Both these stairwells are properly rated and enclosed, but lack in the required exit width [Photo 06] and in correct handrail extensions [Photo 08]

- Handrail extensions are not code compliant.
- Landings and door clearances are not code compliant

Second Floor Stairwell – located adjacent to the Natatorium leading to Second Floor
Given the total of number of second floor occupants per this use group, the second floor should require two means of egress. There is one main stairwell located between Fitness Room A and Fitness Room B, which connects the ground floor and basement. To that end the stairwell that connects the ground floor to the second floor is not an enclosed fire protected stairwell and cannot be considered a fire egress exit. [Photo 07]. This is also consistent from this same stairwell as one would access the mezzanine level, as the stairwell is also not enclosed on the mezzanine floor level.

- Handrail extensions are not code compliant
- Landing clearances are not code compliant

The following pertinent MBC sections were observed in reviewing the exit stairs in this building:

Guard Height per MBC 1015.3:
Minimum Required: 42"
Current: Varies, Areas of Non-Compliance Observed

Stair Width per MBC 1011.2:
Min Permitted: 44" Clear
Current Observed: Varies, Areas of Non-Compliance Observed

Handrail Height per MBC 1014.2:
Required to be between 34" & 38" in height
Current: Varies, Areas of Non-Compliance Observed, see notes above

Current handrail configuration also lacks required 12" horizontal extension at top & bottom of handrail, per *MBC:*

1014.6 - Handrail Extensions:
"Handrails shall return to a wall, guard or the walking surface or shall be continuous to the handrail of an adjacent flight of stairs or ramp run. Where handrails are not continuous between flights, the handrails shall extend horizontally not less than 12 inches (305 mm) beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. "

Handrail extensions were observed to be in non-compliance per MBC Section1014.6, and varying handrail / guardrail heights were observed to be in non-compliance (MBC Sections 1014.2 & 1015.3). The stairwells also currently lack approved luminous egress path markings per MBC 1025 - Luminous Egress Path Markings. Should this building be built today, these stairwells would have to include the luminous path markings per the aforementioned section, and the appropriate handrail / guardrail code would have to be implemented.

2.8 Architectural Systems Recommendations

Smoke Detection, Strobe Lights, Fire Alarm:

The fire alarm system should be fully upgraded or entirely removed and replaced as part of any renovation or addition project. Coverage for strobes and pull stations is only partial and does not fully cover all occupied areas of this building. The smoke detection system will be verified as being approved by the local inspector before upgrades or replacement is recommended.

Fire Suppression / Sprinklers / Fire Extinguishers

The existing fire suppression system does not serve all areas of this facility and should be fully extended to cover all spaces of this building, including the lower and upper floors.

Exit Signage

Exit signs coverage appear to currently meet the requirements for the existing facility in most areas, with the exception of non-illuminated signs in several rooms. These signs should be removed and replaced. Several exit signs on the first floor (in the hallway opposite the lobby lockers and by the elevator) are pointing in the incorrect direction and should be replaced with multiple-faced units to show in more than one direction. [Photo 14]. A full investigation of all exit signs will need to be undertaken for any building renovation or addition.

Building Element Fire Ratings

Only the interior exit stair enclosures appear to be fire rated as other elements needed for fire protection such as doors and corridors are not in place. Renovating existing corridors and rooms to meet the required fire ratings would have a large impact on existing programmed space as new exit stairs and exit corridors would need to be designed to achieve required fire ratings.

Means of Egress

As stated in previous sections, this facility is largely non-ADA compliant and does not provide proper means of egress to or out of many of the programmed spaces. This is due to multiple floors not being served by the elevator or by interior ramps. A new elevator core would need to be added to serve the lower and upper floors to make those spaces accessible, as well as revising the exit corridors and stairs to properly allow safe and clear exiting and egress into all the public spaces.

For example, the exposed first floor walkway that looks over the natatorium is used as a means of exiting for the first and second floors. This walkway doubles in use as a viewing platform for the pool where seating is blocking the path of travel [Photo 11].

Exit Stairs

Exit stairs do not properly connect by direct means to the exterior in the means of an emergency. The two central exit stairs are only accessed at the first floor thought the gymnasium. The main stair off the front lobby is not enclosed by fire rated construction. Many of the stairways have improper handrails, landings, and door clearances. It is

recommended that these existing stairs be reconstructed in their entirely to conform to exiting and path of travel requirements.

3.1 Access to Building Entrances

The surrounding exterior public walks appear to be in good condition, with no major heaving or trip hazards. The facility has adequate accessible parking provisions at the main facility entry. A number of emergency exits out of the facility require the use of either stairwells from the basement levels, or 2-3 steps from raised slabs to get to grade level. Exterior door hardware appeared to be compliant with appropriately timed door closers and panic hardware at emergency exits observed.

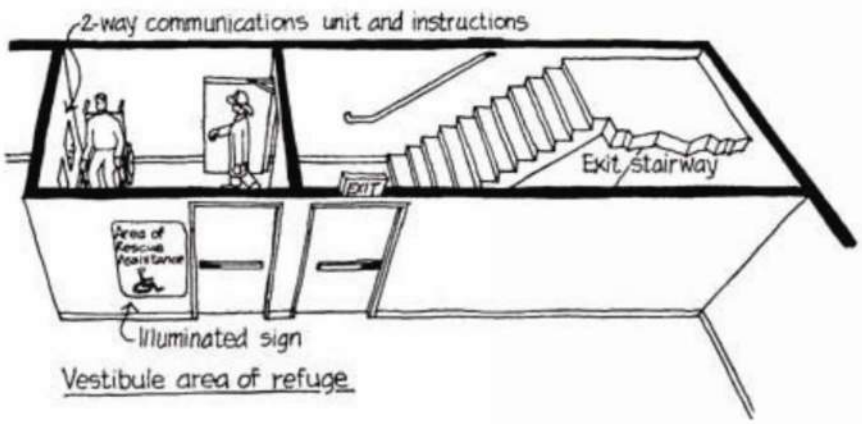
The main entrance at the north-east corner of the building is reached by the parking lot by a curb ramp and no exterior ramp is present to enter the building. There are no existing ramps to reach the lower or upper levels of the building. It appears the public sidewalk areas leading up to the building entrances present no discernible barriers to ADA accessibility.

Per the ***2010 ADA Standards for Accessible Design, Section 206.4.1***,
At least 60% of public entrances into the building must be ADA compliant. Currently Both of the two entrances into the building from street level comply with ADA entrance standards, which meets this provision. Both the entrances off the eastern parking lot occurs at grade, although the southern entrance is currently not used as an entrance but serves as emergency exiting only.

3.2 Access to Building Exits

Areas of Refuge per MBC 1009.6.1:
"Every required area of refuge shall be accessible from the space it serves by an accessible means of egress."

If this building was built today, each required accessible means of egress would have to have access to an area of refuge.
MBC Section 201 defines an area of refuge as *"an area where persons unable to use stairways can remain temporarily to await instructions or assistance during emergency evacuation."* Currently, no such area exists in this building. per ***MBC section 1009.6.3 - Size***, this area must accommodate an open floor wheelchair space of 30"x48" for each 200 occupants of the area served.



3.3 Access to Key Areas of Building

Several doors into key spaces and along paths of egress do not have adequate ADA compliant door clearances per ***Section 404.2.4 - Maneuvering Clearances***. See below for required clearances and typical building door clearances:

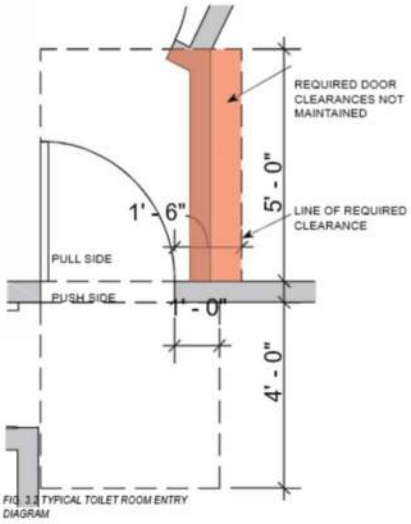


FIG. 3.3 TYPICAL TOILET ROOM ENTRY DIAGRAM

Noncompliant doors are the typical condition in this building. A number of doors have almost no clearance present beyond the actual door opening. The door hardware throughout the building also does not comply with ADA standards. Per ***Section 309.4 - Operable Parts***, Operation, this hardware must *"...Be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate operable parts shall be 5 pounds (22.2N) maximum."* Typically, all door knobs observed on doors in the building were round knobs that required grasping and twisting, which is not compliant with the aforementioned referenced ADA section.

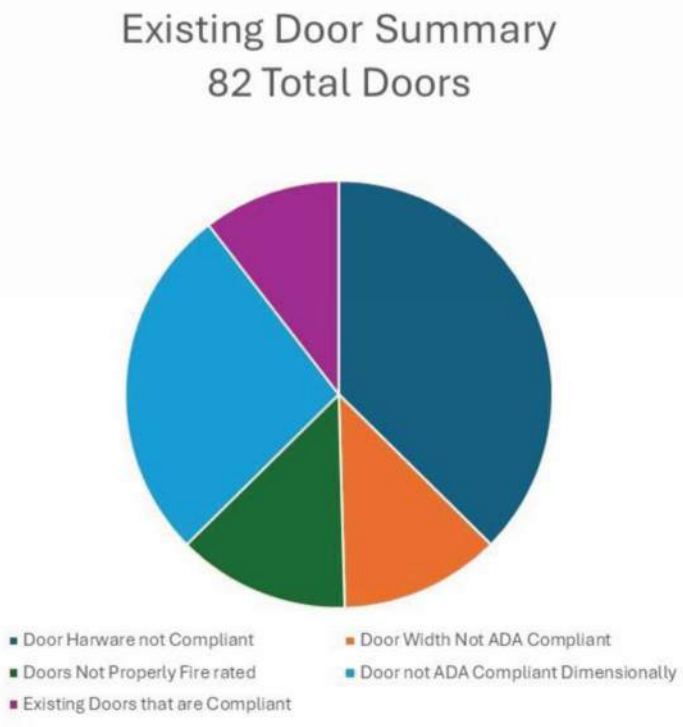
Also, per ***Section 404.2.9,1 - Door Opening and Gate Force***, doors require a force of less than 5 lbs (22.2 N) max to open. A number of doors, including doors leading to exterior

exits and stairwells, were sticking or were subject to air pressure, that made the opening force of these doors well over 5 lbs.

As part of this survey, 82 interior and exterior doors were documented and reviewed utilizing the following criteria:

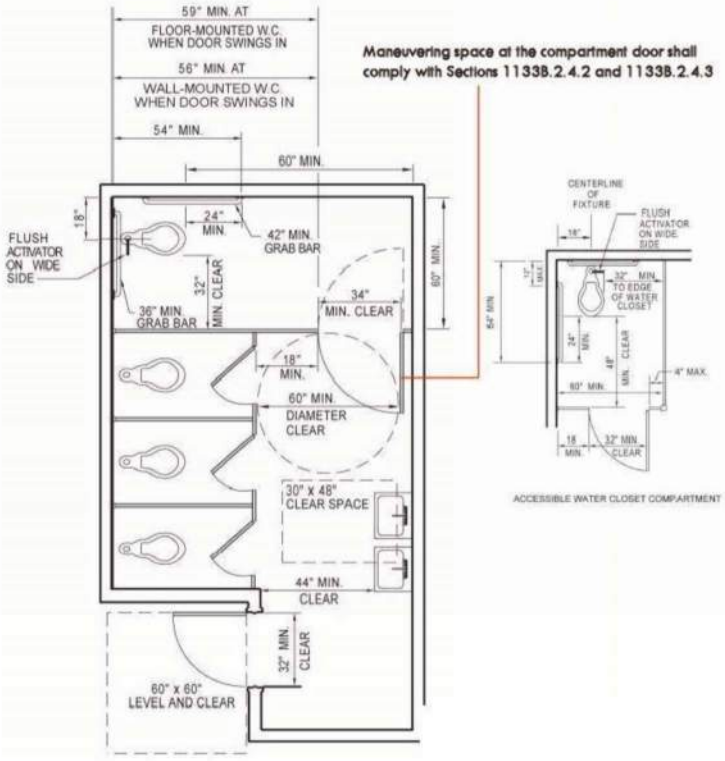
- Did the door have door hardware that was ADA compliant? For example, a set of double doors leading into the gym was modified to allow for children usage [Photo 26].
- Was the door properly fire rated?
- Was the door width proper for ADA clearance?
- Does the door currently meet ADA maneuvering clearances according to Section 404.2.4 ? For example, the doors leading into the first-floor management offices do not provide the required push-pull clearances [Photo 25].
- Does the door swing in the direction of travel? For example, the exit door for the basement spin room swings into the room, where the exit sign leads the occupants out of the room [Photo 10].
- Does the door have the proper threshold height? For example, several doors in the locker rooms have a 2-3" tiled curb at the shower door [Photo 28].

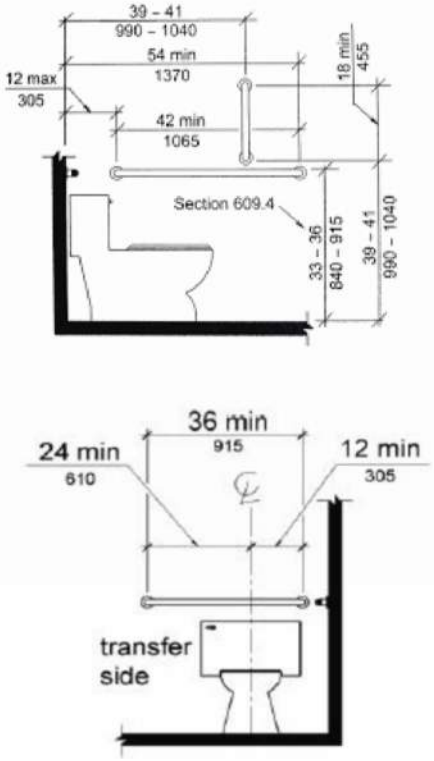
After compiling the data associated with the aforementioned criteria the following graphic indicates a summary of the existing doors.



3.4 Toilet Rooms

Both Locker Rooms and most ground floor Toilet Room facilities were observed to be largely non-compliant. Locker rooms had some elements in place for accessible showers [Photo 37], but lacked appropriately sized compartments, shower heads and wands mounted at accessible heights [Photo 38], and most showers were accessed over a raised, tiled curb making the area difficult to access. No lockers were visibly labeled or considered accessible lockers, and clearances around permanently affixed benches were inadequate. See below for typical toilet room ADA requirements:





All toilet Room facilities, except for the single-occupant room on the north-west corner of the first floor by the Playroom, were not appropriately sized for accessible standards. Sinks regularly impeded on the required clear space for the water closet. Toilet accessories, such as grab bars and paper towel / toilet paper dispensers, were not located at accessible heights / reach ranges [Photo 34]. Lastly, in most instances, the existing block wall structure did not provide appropriate clearances for door swings, fixtures, etc. [Photo 29]. These issues will be difficult to remedy without major renovation due to the nature of the block wall construction.

Specifically, the toilet stalls are very small [Photo 31]. The 60" diameter turning radius is also unavailable in the current toilet room layout due to the size and arrangement of the room [Photo 36]. There is typically no 30"x48" clear space, or room for a forward approach for a sink. [Photo 32]. It appears there was an attempt to add ADA features to some of the toilet stalls, but a number of the stalls lack the 36" horizontal grab bar behind the toilet itself. Heights of toilet paper and paper towel holders were observed to be mounted too high for ADA compliancy as well [Photo 39]. See below for illustrations regarding *ADA standard 308.2.2*

- *Obstructed High Reach* for paper towel holders over sink:

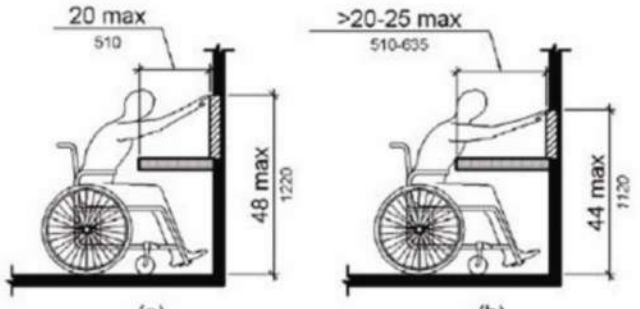


FIG. 3.5 ADA ACCESSIBLE REACH DIAGRAM

Major toilet room modifications would have to be made to toilet rooms on all floors, namely moving interior partitions and walls to provide adequate turning radius and clearances. Grab bars per ADA Section 604 - Water Closets and Toilet Compartments would have to be added to bring the fixtures up to compliancy. This would have potential impacts on fixture counts and requirements per Michigan Plumbing Code, which will be further explored during the Phase 2 portion of this planning study.

Drinking fountains are a mixture of original non-ADA compliant units [Photo 41] at the first floor by the main offices and newer ADA-compliant units by the vending machines and at the main fitness room.

3.5 Signage

General interior building signage to guide occupants to public rooms is mostly in place, with braille lettering, in most of the building. Locations for these signs include office areas, at the single-occupant toilet rooms, and at storage and mechanical rooms. Signs are not located at the gym, fitness rooms, at the elevator, at exit stairs, or at the main toilet rooms. Most of the braille lettering is mounted between 55" to 60" above the finish floor and does meet code.

3.6 Controls

Existing controls in this building consist of controls for the public elevator. Current controls (call buttons and floor request buttons) do not meet code requirements for height or placement [Photo 22 and 23].

3.7 Ramps

There are currently no existing interior ramps in this facility. Several rooms are only reachable by stairs or steps and therefore are not accessible. These rooms include the basement level spin room and the first-floor catwalk looking down into the natatorium.

3.8 Accessibility recommendations

Access to Building Entrances

The main entrance into this building is operating properly, however the secondary entrance is not used as it is too remote from the reception desk for proper security. A new, more centralized entrance would be recommended to be better suited for occupants to enter the building and to access programmed spaces without travelling through adjacent spaces.

Access to Building Exits

Proper and full access to the building exits is not currently provided. Circulation paths are difficult to understand and to navigate and are not properly connected to other floors. A full renovation of the building exit system (stairs, corridors, and doors) is recommended to properly ensure the safe passage of occupants out of this building in the case of an emergency.

These exits would need to be enclosed with one-hour fire rate construction (walls, ceilings, and doors) to meet current MBC requirements.

Access to Key Areas of Building

Occupants can only properly and safely access a portion of this facility due to horizontal and vertical circulation issues as well as improper door requirements for push-pull clearances. Stairs are placed randomly and away from main building entrances. The entire circulation system would need to be revised if this building is renovated or expanded.

Toilet Rooms

Except for the single-occupant toilet room on the first floor by the elevator, all other toilet facilities are not code or ADA-compliant and should be fully renovated and replaced. This includes toilet spaces in the locker rooms and a single-occupant room on the second floor. Any upgrade or renovation to these toilet rooms will require an expansion of the required area for the toilet facilities which will impede on adjacent spaces and on corridors which will trigger additional areas of renovated space in order to adapt these rooms. It is recommended that new toilet rooms be provided elsewhere in the building and that these existing rooms be removed and adapted into alternate uses.

Signage

The existing signage system is mostly adequate but is not fully located in the entire building. Signage is also not present for all required rooms such as toilet rooms, stairs, and fitness rooms. A new signage system is recommended to serve the full facility.

Controls

The existing elevator controls should be fully replaced and upgraded to meet ADA and accessibility requirements.

4.0 Building Elements

4.1 Roof Observation

As the original building was added onto over the course of many years there are several different roof heights. Primarily the roof is composed of a ballasted built-up roofing system on all but the higher gymnasium addition which is comprised of what was observed to be an EPDM system or an ethylene propylene diene monomer roofing membrane. For a building and additions constructed many decades ago a ballasted built-up roofing system is common.

The built-up roofing was common at the time as it helped produce a better fire rating, insulation and soundproofing for the roofing envelope. The difficulty with the built-up roofing system is that it is difficult to detect roof leaks. I note this as during our survey it was noticed that there were what appeared to be roof leaks showing on the acoustical lay-in ceiling tiles on the mezzanine level. Additionally, to replace a ballasted built-up roofing system it can be more expensive than the more cost-effective membrane type roofing systems whether it is an EPDM or TPO (Thermoplastic Polyolefin) roofing system. Further due to the age of the ballasted roof it may lack the proper insulation that the current Michigan Energy Code will require. Moreover, the lower ballasted built-up roof more likely will lack enough insulation value to meet the current energy code.

The upper portion or gymnasium addition (Identified by the red square above) currently has a black EPDM roofing system. In our Michigan climate identified as zone 5 this is the preferred roofing membrane system.

Therefore, it is our opinion that if the interior space becomes renovated or provided additions it would be in the best interest of the City of Birmingham to replace all the Built-up roofs areas with a 90 Mil Black EPDM roofing membrane system. In conclusion if an addition were to be added to the existing building it would also be our recommendation to also provide a 60 Mil. EPDM roofing membrane with the proper insulation to meet our current energy code.

4.2 Windows

It was observed that most of the existing exterior windows have been replaced with a newer storefront system. However, there were specific rooms along Lincoln Street such as the exercise room adjacent to the main lobby, the weight room as well as the perimeter office(s) which still have the original single-pane aluminum window system. In these specific cases we recommend that any of the single pane aluminum windows be replaced with new double pane energy efficient storefront system. [Photo 45].

5.0 Architectural Study Photos

Photo 01 – Elevator Cab does not have proper depth for wheelchair turning radius.

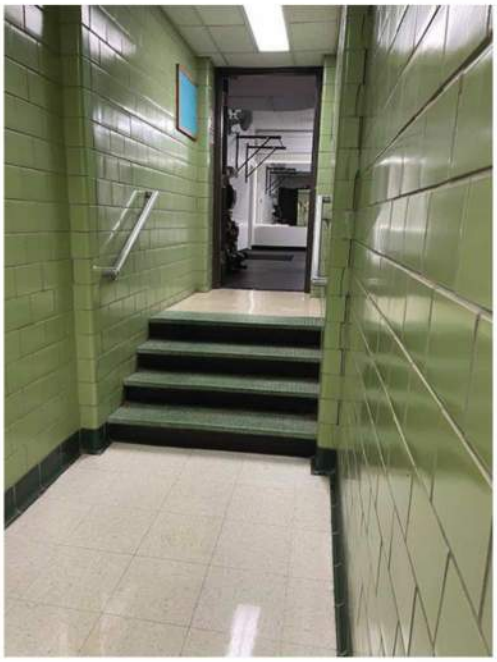


Photo 02 – No ramp access to Spin Room

Photo 03 – Fan Blocking Emergency Light

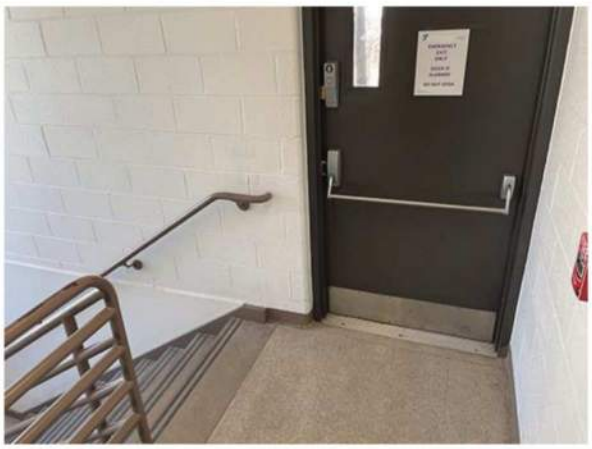


Photo 04 – Stairwell adjacent to Exercise Room is Compliant

Photo 05 – Stairwell adjacent to Lobby is not enclosed and therefore cannot be considered a fire stair.

Photo 06 – Corridor Width not compliant.

Photo 07 – Straight stair to second floor is not enclosed and therefore, cannot be considered a fire stair.

Photo 08 – Handrail extensions not complaint.

Photo 09 – Stairwell leading to Mezzanine level is not enclosed and therefore cannot be considered a fire stair.

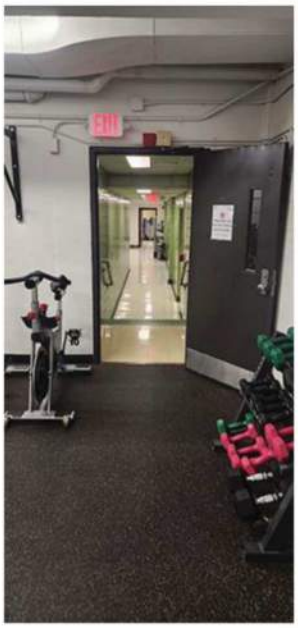


Photo 10 – Spin room door swinging in opposite direction.

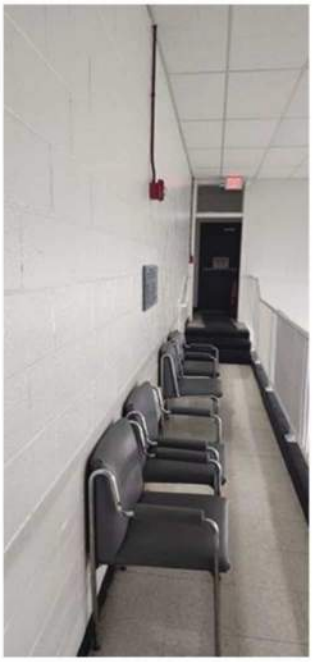


Photo 11 – Nanatorium balcony egress is obstructed.

Photo 12 – Pull side of door not complaint.

Photo 13 – Non-illuminated exit sign

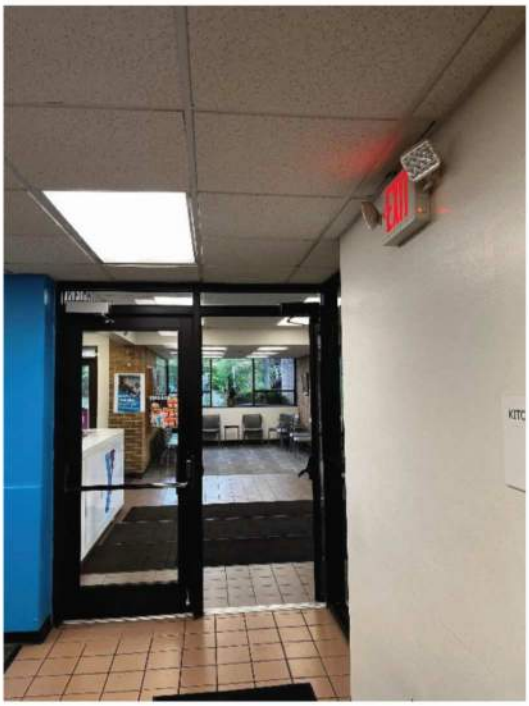


Photo 14 – Exit sign points in only one direction

Photo 15 – Non-illuminated exit sign

Photo 16 – Newer Fire alarm pull with cover

Photo 17 – Older fire alarm pull

Photo 18 – Older fire alarm pull and strobe

Photo 19 – Recessed fire extinguisher cabinet

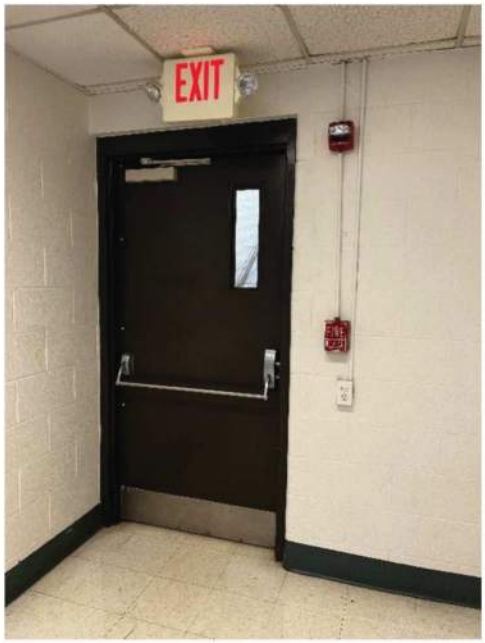


Photo 20 – Combo exit sign and emergency lights

Photo 21 – Smoke detection device

Photo 22 – Elevator controls

Photo 23 – Elevator cab controls

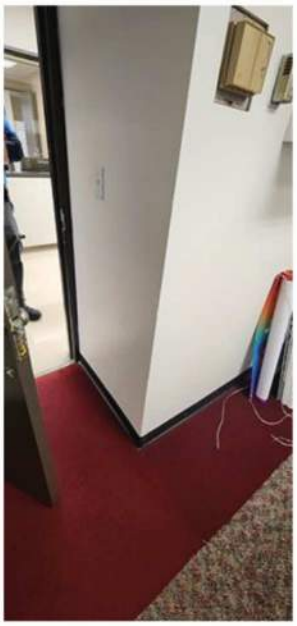


Photo 24 – Door strike side not ADA Compliant

Photo 25 – Door strike side not ADA Compliant

Photo 26 – Example of non-compliant ADA door hardware

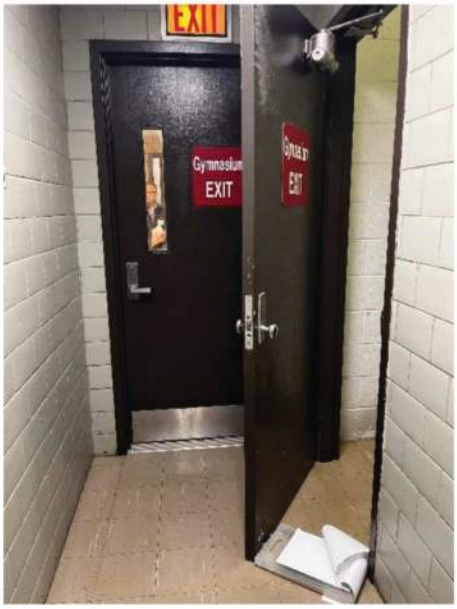


Photo 27 – Door is blocking off egress path

Photo 28 – Both thresholds to shower areas are not ADA complaint

Photo 29 – Path into men's Restroom is not wide enough For Wheelchair access

Photo 30 – Restroom sinks do have not proper clearance or ADA fixture type

Photo 31 – Public restrooms do not have an accessible stall. (typ.)

Photo 32 – Restroom sinks do not have proper ADA clearances or fixtures.

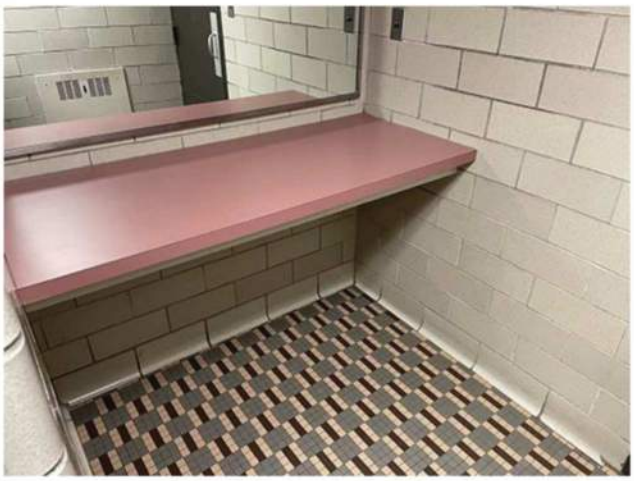


Photo 33 – Women's restroom counter is not ADA accessible

Photo 34 – Improper ADA reach and heights

Photo 35 – Inadequate floor clearances

Photo 36 – Improper stall clearances

Photo 37 – Non-compliant ADA shower

Photo 38 – Non-compliant ADA shower

Photo 39 – Improper heights

Photo 40 – Lobby lockers

Photo 41 – Public D.F. not ADA complaint

Photo 42 – Part of tread missing on basement egress stair.

Photo 43 – Edgewood roadside Egress stair – drain is blocked and missing drain cover.

Photo 44 – parking lot is cracked showing signs of poor asphalt subbase.

Photo 45 – Example of exterior aluminum framed single pane window

CITY OF BIRMINGHAM

Birmingham YMCA Assessment

IMEG #24002198.00

Structural and MEP Assessment
for
Birmingham YMCA Assessment
Birmingham, Michigan

IMEG #24002198.00
May 14, 2024

A. Executive Summary

This report summarizes the condition assessment of the structural and MEP systems for the Birmingham YMCA facility. The facility's systems were observed to be in fair to poor overall condition. The report contains detailed descriptions of the findings and recommendations. Below is a summary of the structural and MEP conditions that need to be addressed as soon as possible:

1. Structural:

    a. Investigate and repair the foundation walls and concrete ceiling slabs in the basement of the Natatorium to stop ground water infiltration.
    b. Replace the corroded supplemental steel beam and columns supporting the spalled concrete pool deck in the basement of the Natatorium.
    c. Investigate and repair/reinforce the steel shelf supporting the overhanging brick façade at the south elevation of the Natatorium.
    d. Replace waterproofing between the topping and structural slab above the boiler room near the main entrance of the building.

2. MEP Systems:

    a. Replace emergency shower and eyewash in the pool equipment room.
    b. Provide exhaust in pool equipment.
    c. Replace Pool AHU with a unit that does not comingle air from the equipment room with pool return.
    d. Upgrade other Air handling equipment at the end of its useful lifetime.
    e. Replace the three existing panels, PNL-5 (UNLABELED), LPG, and LPGG, within the Pool electrical room and relocate outside the vicinity of the pool.
    f. Make provisions for the replacement of the existing boiler and upgrade the heating water pumping system.

B. Purpose

1. Norr Architects and IMEG were contracted to perform a limited condition assessment of the YMCA of Metropolitan Birmingham. The condition assessment of the facility was performed and included visual observations. The primary purpose of this report is to outline and describe the infrastructure assessment based on field visits performed by IMEG. It is our understanding that the assessment report of the facility will be used by the design team to inform the design options as the facility is repurposed.

2. This report includes brief descriptions of the facility, and then outlines the findings of the assessment, and includes descriptions of each major infrastructure system. Notable issues or concerns that were found are described and explained, and recommendations in response to those concerns are outlined.

3. Refer to Appendix A for a list of MEP equipment reviewed and individual equipment assessments and recommendations.

4. Refer to Appendix B for a photograph log of the observed conditions.

C. Building Description

1. The current facility consists of approximately 40,000 square feet of floor area. The final floor plan is the result of several additions added on to the original building.

2. The original building was constructed in the late 1960s. It consisted of a gymnasium plus a lower single-story space to the north and east, constructed over a basement. The basement boiler was located to the east end and extended beyond the east wall of the entrance above. The front entrance sidewalk extends over the roof of the boiler room below. An intake shaft protrudes above the sidewalk near the main entrance.

3. The high roof of the gymnasium is framed with steel joists supporting a tectum roof deck. The single story is constructed of reinforced concrete beams and columns which are visible on the exterior of the facility as tapered cantilevers. Concrete masonry unit (CMU) walls enclose the facility. The exterior is clad primarily with a brick veneer. However, the single-story exterior walls consist of tile clad CMU below the windows.

4. Currently, the roofing over the gymnasium consists of a single-ply system that was replaced Circa 2013. The single-story roofing consists of a ballasted single-ply system. The below grade boiler room consists of reinforced concrete walls and slab/beam framing at the roof.

5. The Natatorium and Racquetball Court Addition was constructed about 1972 on the south side of the facility. The pool area is recessed below grade at the basement level. The former racquetball courts (currently converted to open auxiliary gyms) were constructed above the pool and extend approximately four feet beyond the edge of the pool.

6. Above grade, the two-story construction of this addition consists of a 2" galvanized composite metal deck with concrete topping spanning to steel beams supported by steel columns. The steel beams cantilever out over the south exterior wall to support the former racquetball courts on the second level. The exterior brick veneer and wall finish is supported by an exposed steel lintel assembly.

7. The CMU bearing walls terminate above grade, with a cast in place concrete retaining wall construction below grade. The interior wall finish is plaster with a water-resistant paint coating. A reinforced concrete slab and joist system supports the pool deck.

8. The steel beams have been coated with spray-on fireproofing. A 2x4 ceiling grid is suspended from aluminum wires attached to the roof deck.

9. The Wellness Center, a single-story addition with a basement was constructed in 1988 on the west side of the facility. A 5-inch concrete slab and metal deck floor supported by structural steel beams bearing on concrete foundation walls supported the floor. Steel joists and roof deck comprised the roof framing. The addition was clad with CMU bearing walls and brick veneer.

10. A single-story addition was added to the northwest corner. This consisted of slab on grade construction (no basement). The roof was supported by a system of prestressed masonry units known as Docks-Plank bearing on CMU walls. The roof construction consists of a ballasted single-ply system.

D. Structural Assessment

1. Building Exterior

a. Exterior Walls

1) The steel angle (or plate) supporting the brick of the cantilevered portion along the south wall of the Natatorium was observed to have deflected and deformed (Photos 3 and 4). The bottom course of brick has been mostly tuckpointed.

2) The sealant has failed and/or surpassed its service life in the following areas:
   a) Around the exterior windows and doors have failed and/or surpassed its service life. Per Mr. Williams, YMCA was in the process of replacing some of the failed window sealant (Photo 13).
   b) Control joints and corners of the brick and CMU cladding (Photos 1 & 12).
   c) At the top of the louver screens along the north wall of the pool room at the roof level (Photo 20).
3) The following defects were observed in the brick cladding:
   a) A vertical crack at the east gymnasium wall near the northeast corner (Photo 4).
   b) Spalled and missing brick near the top of the north and west gymnasium walls. Additionally, loose and delaminated brick was observed at several locations (Photo 5).
4) Spalling and exposed steel reinforcement was observed on the below grade building wall at the bottom of the south exterior stairwell (Photo 26).
5) The retaining wall of the east exterior stairwell contained embedded steel pipes that were abandoned when the guardrail was replaced. These pipes have significantly corroded, and the holes retain water, causing cracks and minor spalls in the concrete wall (Photo 28).
6) Surface corrosion was observed on the window lintel of the west stairwell (Photo 7). The corrosion was caused by a previous roof leak.

b. Roofing
1) The roofing membrane above the pool appeared to be in fair condition. Cracks and tears were observed on the curb flashing at several areas along the south parapet (Photos 21 & 22). Moisture stains were observed in the ceiling tile of the corridor and west stairwell between the gym and pool buildings. According to Mr. Ed Williams, with YMCA, the roof leaks above the stains have been repaired.
2) The ballast membrane of the lower roofs appeared to be in fair condition. The gray coating along the east edge was peeling. The moss growth on the ballast at corners and under the mechanical equipment indicates ponding and poor drainage at these areas. Moisture stains were observed in the ceiling tile in the north and eastern portions of the lower building. According to Mr. Williams, the roof leaks above the stains have been repaired.

3) The roofing membrane above the gym (replaced circa 2013) was observed to be in good condition.

c. Miscellaneous Exterior Components

1) Multiple metal splines supporting the plaster soffit along the north and east walls have been displaced and/or disconnected from the hanger supports (Photo 37).
2) Corrosion and surface rust is observed on the exposed steel beams of the roof top unit (RTU) enclosure at the northwest corner of the building (Photo 10).
3) Corrosion was observed on the grating of the roof access ladder of the pool.

2. Building Interior

a. Structural Framing

1) The steel structural framing, where accessible, is found to be in good overall condition. The areas in which the framing was accessible include the gymnasium roof, local portions of the pool room roof, and the workout room roof. Most of the framing of the lower roof portion was not accessible.
2) The observations of the pool roof are summarized in the Pool section below.

b. Decking

1) The steel, docks-plank, and tectum decking, where accessible to be reviewed, were in fair to good condition. No major structural defects were observed.

c. Walls

1) The interior walls were observed to be in fair overall condition. Cracks were observed in the concrete and masonry walls.
2) The concrete wall was delaminated and cracked around the exterior door leading to the east exterior stairwell (Photo 6). The peeling paint and efflorescence indicate active moisture infiltration through the concrete wall.
3) Cracks were observed in the masonry walls near the entrance of the gym (Photo 33), at the bearing of the gym roof joists, and at the corners of stairwells (photo 6). Cracks were primarily in the mortar joints and no cracked CMU blocks were observed.
4) Cracked face tile was observed in the gym and the basement corridor near the locker rooms (Photos 35).

d. Ceiling Tile

1) The ceiling tile was observed to be in fair overall condition. Several water stains were observed in the corridor between the gym and pool and at several locations in the lower roof area (Photo 25).

e. Flooring

1) The flooring was observed to be in good overall condition. Several minor defects were observed and summarized below.
2) At the shower drains in the women's locker rooms, water leaks (Photo 14) between the slab and the floor drain and runs into the plenum.

f. Pool

1) The basement walls of the swimming pool were observed to be in poor condition. Active ground water infiltration was observed through several cracks and abandoned openings through the north and east walls (Photos 16 & 17).
2) According to Mr. Williams, structural steel framing was installed at the top of the surge tank to provide supplemental support for the deteriorated ribbed slab above the surge tank room (Photo 18). Significant corrosion was observed in the supplemental steel beam and columns. Due to lack of access, it is unknown if section loss occurs on the steel. Additionally, spalls with exposed reinforcement were observed in at least five joists of the ribbed slab below the southeast corner of the pool room (Photo 19).
3) Concrete spalls and exposed corroded steel reinforcement were observed in the ceiling of the tunnel under and along the south wall and the plumbing crawl space area in the southwest corner (Photos 24).
4) The structural steel of the pool roof was observed to be in good overall condition. Localized surface corrosion occurs on the steel beams and underside of the roof drain pans (Photos 15 & 23). The review of the pool roof framing was limited due to the fireproofing covering the beams and the framing directly above the pool being inaccessible.
5) The masonry walls and roof deck were observed to be in good overall condition.

3. Site Features

a. The following conditions were observed in the pavements:

1) The asphalt pavement of the parking lot is in poor overall condition. Alligator cracks occur through the driving aisle and at some of the parking spaces. Depressions occur in most of the parking spaces and near the dumpster (Photos 29 & 30).

2) Moisture infiltration through the isolation joist between the elevated slab of the boiler room roof and the building wall near the west entrance of the facility. According to Mr. Williams, water regularly leaks into the boiler room when the cove sealant of the isolation joint is compromised.

3) The concrete slab on grade along the east building wall is in fair condition.

b. The decorative brick half wall along the west border of the site appears to be leaning to the west. According to Mr. Williams, wall damage near the parking lot entrance was a result of a collision with the snowplow.

E. HVAC Assessment

In addition to the assessment below, a summary of equipment observed can be found in Appendix A. The summary includes a condition score for each piece of equipment, and a replacement priority.

1. HVAC Boilers

a. Pool Heater

1) The existing pool heater consists of a Teledyne AP715IN09KIA heater installed in 1995. The heater is in operable condition and operates with no issues as reported by maintenance staff.

2) Flue gases are removed via a pressurized duct system to the roof.

3) Combustion air is provided via a duct connected to an outdoor air intake.

4) The average service life for a heater of this type is 10 to 15 years.

5) This heater is likely to require higher maintenance levels as it ages and should be replaced in the next 5 years.

b. Heating Water Boiler

1) Heating water is provided to the facility via two Kewanee fire tube boilers installed in 1965.

2) The boilers have had maintenance replacements of tubes and burners.

3) The boilers are operable and operate without issues reported by maintenance staff.

4) The boiler flues are exhaust via a stack to the roof.
5) Internal controls allow the heating water temperature to reset based on outside air temperature.
6) Combustion air is provided to the system via an outdoor air louver in the room.
7) This boiler is 58 years old. The average service life for a fire tube boiler is typically 25 to 30 years. While this boiler is running properly, replacement should be considered in the next 2-5 years. An advantage that replacement provides is improved efficiency and potential rebates for high-efficiency boilers.

2. HVAC Pumps and Heating Water Distribution

a. Main Boiler Pumps
1) The main heating water pumps are Bell and Gossett inline pumps.
2) The pumps have both been replaced in the past year.
3) The pumping system is not sufficient to incorporate the growth of the facility and major renovations. It will require upgrades if significant changes in the building are made.
4) To meet the requirements of the energy codes, the pumping system will need to be reconfigured into a system that allows variable flow.

b. Air Handling Unit Pumps
1) Two air handling units have dedicated pumps: The pool AHU and the AHU are in the basement mechanical room that services the lower-level gym and free weight room.
2) These Bell and Gossett pumps are newer and in good condition.

c. Circulating Pumps for Perimeter Heating Systems
1) Four inline pumps serve perimeter heating zones and are in the basement mechanical room. Three of these pumps appear to be 1965 era and one pump appears to have been replaced in the past four years.
2) The pumps are operating without noise or complaint.
3) While three of the pumps are at the end of their lifetime, they can be replaced as they fail in the next 5 years.

3. Air Handling Systems

a. Indoor Air Handling Units (AHU)

1) Pool AHU

a) The pool AHU is a 1972 Trane unit. The unit appears to be in poor condition. The paint is peeling on it and there is evidence of extensive corrosion on the body of the unit.

b) The unit is suspended from the ceiling in the same room as the main electrical service, sewage ejector and pool equipment.

c) The unit uses a plenum return air path that goes through the pool equipment room. This is typically a bad practice since the air in the pool equipment room should be exhausted with no return.

d) The Pool AHU is heating only and does not have an air side economizer to provide free cooling.

e) The case in the AHU has been modified to allow standard sized filters to be used.

f) An indoor air handling unit with no cooling coil can have a useful service life of 25-35 years. This unit is 48 years old.

g) Replacement is recommended in the next five years.

(1) The unit should be replaced in a different location from the main electrical room.

(2) The unit should not return air from the pool equipment room.

(3) The unit should have cooling and dehumidification capabilities.

2) Basement AHU serving the Free-Weight Room and Lower-Level Gym

a) This Trane AHU was installed in 1959. The unit has heating only and provides ventilation air and heating, but no cooling.

b) The unit is externally insulated and appears to be in fair condition.

c) Supplemental cooling is being provided in the spaces served by this AHU.

d) The unit operates and does not cause maintenance issues.

e) This unit should be replaced in the next 5 to 10 years or earlier if the space it serves has a new function.

3) Four AHUs in Upper-Level Mechanical Rooms

a) Three AHUs are in a single mechanical room and serve the Men's Adult Locker room, the Family Locker room and lower lobby. They appear to be part of the 1959 construction.

b) The other AHU appears to be a 1965 construction.

c) One air handling unit is in another mechanical room and serves the gym.
d) All the units have been retrofitted with cooling coils.
e) The cooling coils have drain pans in poor condition with evidence of leakage.
f) Facilities indicated that the drain pan leaks are small.
g) The air handling units are single wall units.
h) They operate without reported problems using basic controls.
i) They do not have economizer operation.

4) A Through-Wall Unit serves the Library
   a) The unit appeared to be in fair condition.
5) Lower Lobby AHU: Abandoned
6) Fan Coil Unit in Pool Hallway
   a) A 100% outside air unit with an electric reheat coil serves the corridor and rooms outside the pool.
   b) The unit appears in good condition and has not caused issues with facilities.
7) Fan Coil Unit in Hallway serving Offices
   a) A recirculation-style fan coil serves offices on the first floor.
   b) The unit is connected to an older air-cooled condensing unit on the roof.

b. Packaged Roof Top Units (RTU)
   1) Four roof top units serve spaces in the facility.
   2) One, serving the Women's Adult Locker room was installed in 2018 and appears to be in good condition.
   3) One unit serves the Wellness Center, was installed in 200 and appears to be in fair condition.
   4) The Weight Room RTU was installed in 1965 and is in poor condition.
   5) There is also an RTU that appears abandoned on the roof.

4. Cooling Systems

a. Air Cooled Condensing Units (ACCU)
   1) There are six ACCUs serving the facility.
   2) The Adult Mens' Locker Room Unit serves as an air handling unit and is in good condition. It was installed in 1995.
   3) The Family Locker Room Unit serves as an air handling unit and is in fair condition.
   4) Two ACCUs serving larger AHUs are located on grade. These Trane units are in good condition.

5) One older ACCU is located on the roof and serves a small fan coil unit serving an office. This unit is in poor condition and will need replacement soon.
6) To new heat pump outdoor units serve wall mounted "mini-split" systems in the lower level gym.

5. Exhaust Fan Systems

a. Several exhaust hoods serving various spaces are roof mounted, down blast fans. They vary in age and condition. None require immediate attention.
b. There is no exhaust system for the pool equipment area. This is a code/safety issue and should be added.

F. Plumbing Assessment

1. Domestic Water Incoming Service

a. The water service entrance is 3" ductile iron pipe. The water service is in good condition but does not have a backflow preventer.
b. The water service main feeds the sprinkler system through a backflow preventer.

2. Domestic Water Heating System

a. Water Heaters

1) The main water heaters are two Lochinvar CWN 0645 units connected to a larger storage tank.
2) The water heaters were installed in 2000 and are in fair condition.
3) The water heaters have a 645,000 BTU/HR rated input (based on model number)
4) The water heaters are connected to an insulated, horizontal, glass-lined storage tank, estimated by size to be approximately 300 gallons.
5) The water heaters are barometrically vented to a common vent through the roof.
6) Combustion air is provided by an outside air louver located behind the storage tank.

b. Circulation Pumps

1) There are three circulation pumps in the system, all in good condition. They are inline Bell and Gossett pumps, cast-iron and bronze fitted. Future replacements should be all bronze pumps.
2) A major remodel would require the circulation system to be revised to allow simpler balancing and return. The three circulation pumps should be replaced by a single pump system. A back up pump can also be included.

3. Emergency Eyewash and Shower

a. The pool equipment area is served by an emergency shower.
   1) The shower is not in compliance with OSHA or ANSI requirements.
      a) It is only connected to cold water.
      b) There is no emergency mixing valve to temper the water.
      c) This configuration is a potential risk, should the shower be needed and the cold-water connection cause injury.

b. The pool equipment area has an eyewash station that does not meet OSHA requirements for an emergency eyewash.
   1) The system is self-contained.
   2) The current requirements are that the eyewash provide at least 15 minutes of tempered water at a sustained flow rate.
   3) A new eyewash, emergency mixing valve and plumbing connections will be required.

4. Domestic Water Distribution Piping

a. Domestic hot and cold-water piping is primarily copper piping.
b. Facilities indicates that they do not have problems with pipe leaks and reports that the piping is in fair condition.

5. Plumbing Fixtures

a. Plumbing fixtures were observed in a number of locker rooms.
b. Generally, the fixtures were from several different eras, but functional.
   1) Water closet trim was primarily Sloan, although there were several models used.
   2) Trim for faucets also varied, but was in good condition, with mixing valves to ensure safety.
   3) In general fixtures were not ADA compliant.

4) Replacing fixtures could result in significant water savings.

c. Shower valves were thermostatic type and appeared in good condition with little or no scale build-up.

6. Sewage Ejectors

a. Sewage ejectors in pool equipment room are self-priming style and appear to be in fair condition. There is corrosion on pump bodies. Covers do not form a sealed system, so does not currently meet plumbing code. No smells evident except chlorine.

b. Sewage ejector pumps in the boiler room are submersible style and appear to be in working order. Covers do not form a sealed system, so does not currently meet plumbing code. No odors were present.

7. Drain Waste and Vent Piping

a. Most observable drain, waste and vent piping is in fair condition.
   1) Facilities staff indicate that the piping does not generally leak.
   2) It was observed that some cast iron or galvanized waste piping was replaced with PVC, primarily around the sewage ejectors.

b. The only noted issues is that the tile around the floor drains in the women's locker room were coming up.

8. Storm Piping

a. Storm piping was noted to be in adequate condition.

b. No storm lines were observed at the assessment, but the roof drains appeared in good condition.

c. No emergency storm lines were observed. A major remodel may have added this system.

G. Fire Protection System Assessment

1. The fire protection system serves some hallways and storage rooms. It is not a full sprinkler system.

2. Most valves are alarmed with monitor switches.

3. Some valves are chained closed, rather than connected to monitor switches.

4. Any major remodel will require a fire suppression upgrade and replacement of chain locks with monitor switches.

H. Electrical System Assessment

1. Electrical Distribution

a. The building is served from a 1200A, 120/240V, 3-Phase, 4-Wire, SCCR 65kA switchboard located in the sub-basement. The utility transformer is located on the south side of the Natatorium.
b. Egress lighting is served from bug eye fixtures, and integral battery ballast. A manual transfer switch is located on the south side of the Natatorium, this switch serves a sump pump and a few receptacles throughout the facility.
c. The electrical distribution appears to be in working condition, with exception to three panels, PNL-5 (UNLABELED), LPG, and LPGG, located within the Pool's electrical room. Some electrical panelboards throughout the building need repair, such as replacing locks, removing rust, replace fuse clips in circuit breakers.
d. The smaller electrical rooms around the facility have some areas which violate National Electrical Code article 110 working clearance, which should be rectified when the area served by the panel is renovated.

2. Electrical Lighting

a. The existing lighting is mostly comprised of fluorescent and incandescent luminaires. Some of the lighting in the basement has been retrofitted with LEDs.
b. The existing lighting controls include local switches. Some of the lighting throughout the building is controlled via a local panelboard. There are no automatic controls or dimming as required per the current energy code.
c. New LED luminaires with automatic controls should be provided as areas are renovated throughout the building.

3. Fire Alarm

a. The building has an addressable fire alarm system. There is one existing fire alarm control panel that appears to be in working condition. All fire alarm devices are in working condition. Audio/Visual device coverage is provided in the hallways and was not observed as being provided in other existing areas. This should be rectified as spaces are renovated.

I. Immediate MEP Replacement Recommendations

1. Replace the emergency shower and eyewash in the Pool Equipment Room.

2. Provide exhaust in pool equipment.

3. Replace Pool AHU with unit that does not comingle air from the equipment room with pool return.

4. Replace the three existing panels, PNL-5 (UNLABELED), LPG, and LPGG, within the Pool electrical room and relocate outside the vicinity of the pool.

J. Structural Recommendations

1. Exterior Building Defect Recommendations

a. The roof membrane should be repaired at the tear locations. We understand the roof of the gym has been replaced circa 2013. However, based on our understanding, the other roofs have not been replaced in more than 30 years. As such, it is IMEG's opinion that the other roofs should be replaced since they have surpassed their service lives.

b. The steel lintel supporting the exterior brick veneer at the cantilevered south wall should be investigated and analyzed to determine the cause of the deflection and determine the required repair. There is approximately 35-feet of brick above this lintel. While relief angles likely existing throughout the height of the wall, they were not visible. As part of the investigation, the spacing of these relief angles should be identified to determine how much the subject lintel should be strengthened and reinforced. It is IMEG's opinion that the support of this wall needs to be addressed within the next three months as the support for a high masonry wall is deteriorating. The potential failure of the support angle will likely cause falling bricks onto the parking lot.

c. The aged and failed sealant around the exterior windows and doors, at the louver screens, and at the masonry control joints should be removed and replaced within the next year to prevent moisture and air infiltration through the building envelope.

d. The cracks of the exterior brick walls should be tuckpointed and deteriorated brick units (spalled, displaced, and/or cracked) need to be replaced within the next year.

e. The corroded steel beams at the RTU enclosure and window lintels should be repainted with a rust inhibitor coating within the next two years to prevent the spread of corrosion and section loss. All exterior structural steel should be monitored annually and recoated, as necessary, as part of routine maintenance.

f. The spalled concrete in the walls of the south and east exterior stairwells should be cleaned and patched to avoid further deterioration of the reinforcement. The abandoned guardrail holes should be cleaned of all corroded steel to patching the concrete. These repairs should be performed within the next two years.

g. Replace the deteriorated metal splines of the soffit along the north and east walls within the next four years. Removal and replacement of the soffit may be required to access the support hangers.

2. Interior Building Defect Recommendations

a. The observed cracks on the interior surface of the CMU walls should be cleaned and sealed within the next five years.
b. The stained ceiling tiles are primarily an aesthetic defect. It is recommended that they should be replaced as part of routine maintenance to help identify roof leaks in the initial stages.
c. Repair mosaic tile and mortar bed around the shower drawings of the women's locker room to prevent moisture infiltration around the draining edges.
d. A waterproofing specialist should be hired to assess the moisture infiltration around the door jamb at the bottom of the east exterior stairwell. After the moisture infiltration has been addressed, the concrete wall should be repaired. This should be addressed within the next year to prevent moisture damage of to the wall reinforcement.
e. The local corrosion of the pool roof framing should be cleaned and coated with rust inhibitor within the next five years. Afterward, fireproofing coating should be applied where it has disbanded from the steel.
f. The defects in the basement walls and ceiling slab under the Natatorium need further investigation to determine the root cause and required repairs. These defects should be addressed within the next three months.
g. According to Mr. Williams, the supplemental steel frame is exposed to the water and chlorine as part of standard operations. The steel framing should be replaced within the next 3 months and the ribbed concrete ceiling slab should be repaired. It is IMEG's opinion that since the framing is exposed to moisture on a regular basis, different material should be considered (FRP, aluminum, etc.) for the framing that has a higher resistance to moisture damage.

3. Site Recommendations

a. A paving specialist should be hired to assess the asphalt parking lot and design the necessary repair/replacement.

b. The roof slab of the boiler room consists of a structural slab with a 2" to 3" concrete topping. Typically, a waterproofing membrane is installed between the two slabs to prevent moisture infiltration into the basement and protect the structural slab. It is IMEG's opinion that the waterproofing membrane is either not installed or has failed, which is causing the infiltration into the basement. A waterproofing specialist should be hired to perform a destructive investigation to determine the existence and condition of the waterproofing membrane and provide engineering for repairing and/or replacing the necessary membrane.

c. The half wall at the west border of the site should be repaired and/or rebuilt, as necessary, to prevent the wall tipping into the public sidewalk.

K. Appendix A- Itemized spreadsheet of equipment at the Birmingham YMCA. Highlighted items indicated MEP equipment recommended for immediate replacement.

L. Appendix B – Photograph Log of Observed Conditions

Prepared by: Peter G. Papanikolaou, Marsha K. Abro, George F. Mansour

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Appendix A:

MEP Spreadsheet

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
Fire Protection Systems								
FP system	Basement Mechanical Room	Sprinklers in building	Backflow protector in good condition. Some valves are chained closed instead of using monitor switches.	~1972	3	System has been maintained. Age difficult to estimate. No issues reported with piping. Major modifications will require sprinkling the building. Recommendation is based on future major remodel.	B	4
Domestic Cold Water Systems								
Service Entrance	Basement Mechanical Room	Entire Building water service	No complaints. Valves and water meeting in good condition. Backflow preventer missing.	1958	2	System is serving the needs. No complaints by staff. City Plumbing inspector may require RPZ to be installed. Major remodel will require RPZ.Recommendation is based on future major remodel.	B	4
Domestic Hot Water Systems								
No Tags	Boiler Room	Domestic water for most fo the facility	~645 MBH Lochinvar CWN water heater. Installed 2000. Located in boiler room	2000	3	No corrosion observed. No complaints from Staff. Gas train and external components look to be in good conditon. Installed per manufacturers recommendations and good practices	C	2
No Tags	Boiler Room	Domestic water for most fo the facility	~645 MBH Lochinvar CWN water heater. Installed 2000. Located in boiler room	2000	3	No corrosion observed. No complaints from Staff. Gas train and external components look to be in good conditon. Installed per manufacturers recommendations and good practices	C	2
Storage Tank	Domestic Hot Water Storage	Domestic Hot water circulation	Reported 1000 gallon glass lined hot water storage tank.	~2000	3	Functional tank. Not certain if original or replacement with major repairs done at a later date. Tank exterior appears free of corrosion. Staff indicates that glass lining was added to tank as part fo maintenance project.	D	4
No Tags	Circulating pump fro WH-1	Domestic Hot circulation	Inline B&G pump, recently replaced	2023	5	Good working condition	D	5
No Tags	Circulating pump for WH-2	Domestic Hot water circulation	Inline B&G pump, possibly same age as boiler.	2000	2	Older pump, may be reaching end of useful life	B	4
No Tags	Circulation pump for storage tank	Domestic Hot water circulation	Inline B&G pump, recently replaced	2022	4	Good conditon	D	5
No Tags	Circulation pump for WH-3	Domestic Hot water circulation	Inline B&G pump,	2014	4	good conditon	D	5

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
Sewage Ejectors								
Pool Eejctor	Sub-basement	Pool equipment, Pool AHU	Self priming pumps. Model number not obsrvable	2000 (est)	2	Corrosion around pump body. Piping to basin replaced with PVC. No complaints from facility staff. Cover is not sealed tight. May get flagged by plumbing inspector.	C	3
Boiler Ejector	Boiler Room	Boilers and Water heaters	Sumbersible pumps. Model not observable	2000 (est)	2	Pumps not observable. Piping to basin replaced with PVC. No complaints from facility staff. Cover is not sealed tight. May get flagged by plumbing inspector.	C	3
Plumbing Fixtures								
Emergency Shower	Sub-basement	Pool equipment	Does not have hot water connection or mixing valve	1972?	1	Does not meet current code/OSHA requirements.	A	1
Emergency Eyewhas	Sub-basement	Pool equipment	Does not have hot water connection or mixing valve	2015?	1	Does not meet current code/OSHA requirements.	A	1
China Fixtures	Throughout	Water Closets, sinks, mop basins	Assortment of fixtures from different years	1958-2020	3	All equipment in working order.	D	1
Trim	All fixtures	Water closets, sinks, mop basins and shows	Assortment of fixtures from different years	1958-2020	3	All equipment in working order.	D	1
Domestic Piping								
Hot and Cold water piping	Basement through seond level	entire building domestic water	Mostly copper, no complaints form facilties staff	1958-2000	2	No leaks reported. Considered in fair conditon.	D	3
DWV and Storm	Entire Builidng	Saniatary and storm piping in building	No complaints from facilties	1958-2000	2	Mostly cast iron. Some repairs have been made. Continue to maintain.	D	3
Central Station Air Handling Units								
No Tags	Second Floor Mechanical Room	Men's Adult Locker Room	Original Trane unit retrofitted with cooling coil.	1959	2	Unit is functioning adequately. Casing shows signs of corrosion, especially around the base. Cooling coil drain pan is experiencing small leaks. Unit has manual controls and the owner would benefit from economizer operation. The unit has exceeded its expected useful lifetime. Larger maintenace costs are to be expected in the future. Recommendation is based on future major remodel.	B	4

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
No Tags	Second Floor Mechanical Room	Family Locker Room	Original Trane unit retrofitted with cooling coil.	1959	2	Unit is functioning adequately. Casing shows signs of corrosion, especially around the base. Cooling coil drain pan is experiencing small leaks. Unit has manual controls and the owner would benefit from economizer operation. The unit has exceeded its expected useful lifetime. Larger maintenace costs are to be expected in the future. Recommendation is based on future major remodel.	B	4
No Tags	Lower Level Storage Room	Does not serve any spaces	Abondoned unit	1959	1	Recommend removing abandoned equipment. Hazardous material testing may result in higher removal costs.	B	4
No Tags	Second Floor Mechanical Room	Studio C	Original Trane unit retrofitted with cooling coil.	1972	2	Unit is functioning adequately. Casing is in fair condition. Cooling coil drain pan has low level leaks. Unit has exceeded its expected useful life time, but has been well maintained. Improvements for energy efficiciency may be beneficial, since economizer operation does not to be available. Eventually unit should be replaced.	B	4
No Tags	Second Floor Mechanical Room	Gym	Original Trane unit retrofitted with cooling coil.	1965	2	Unit is functioning adequately. Cooling coil drain pan has low level leaks. Unit has exceeded its expected useful life time, but has been well maintained. Improvements for energy efficiciency may be beneficial, since economizer operation does not to be available. Eventually unit should be replaced.	B	4
No Tags	Basement mechanical room	Lower Level Gym, Weight Room	Trane heating only unit. Currently is used only for ventilation. Unit has external insulation. Unable to assess casing.	1972	2	Unit is functional. Rooms that it serves have supplemental units for temperature control. At the end of its theoretical funcitonal life. Should plan for replacement.	B	4

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
No Tags	Sub-basement Mechanical Room	Pool area	Trane unit original to pool. Suspended unit approximately 7 feet above floor. Has a heating water coil with a dedicated circulation pump. Simple on/off controls.	1972	2	Unit functions. Unit body is corroded in many places. Unit uses a plenum return, with return air path passing through pool equipment room. Filter houses was cut to allow standard size filters. Does not have cooling control, does not have economizer control. Appears to run constantly with manual on/off control	B	4
No Tags	Roof	Weight Room	Older roof top unit, may be McQuay.	1988	2	Unit has corrosion on exterior body. Faciities reports it to be in operational condition. Unit has exceeded expected lifetime.	B	4
No Tags	Roof	"Dalley Room"	Older rooftop unit, reported to be Amana	1965	2	Unit has corroded exterior and ductwork insulation is in poor conditon. Unit is functional.	B	4
No Tags	Roof	Women's Locker Room	NewYork unit	2018	4	Unit in good conditon. Gas fired heat with electric cooling.	D	1
No Tags	Roof	Wellness Center	20+ year old	2000	3	Unit is in funciton condition. It has some mild corrosion on exterior. Facilties reports that it is working well.	C	3
Above Ceiling Units								
No Tags		Pool Entrance, 100% OA	Simple minisplit systems with condensing units on the roof	2006	3	Seem to be working, but it was a cool morning.	C	3
No Tags		Electrical room, elevator machine room	Simple minisplit systems with condensing units on the roof	2014?	3	Seem to be working, but it was a cool morning.	C	3
Roof Top Units								
No Tags		Electrical room, elevator machine room	Simple minisplit systems with condensing units on the roof	2014?	3	Seem to be working, but it was a cool morning.	C	3
No Tags		Electrical room, elevator machine room	Simple minisplit systems with condensing units on the roof	2014?	3	Seem to be working, but it was a cool morning.	C	3
No Tags		Electrical room, elevator machine room	Simple minisplit systems with condensing units on the roof	2014?	3	Seem to be working, but it was a cool morning.	C	3
No Tags		Electrical room, elevator machine room	Simple minisplit systems with condensing units on the roof	2014?	3	Seem to be working, but it was a cool morning.	C	3
Exhaust Fans								
Missing exhaust	Pool Equipment Roof	Missing fan	Pool equipment rooms should be exhausted	n/a	n/a	n/a	A	1
Exhaust fans	Roof	Multiple exhaust fans on roof serving toilet and locker rooms primarily.	Downblast exhaust fan	Varies	2 to 3	All fans are functional. Some are beyond useful life, but inexpensive to replace when they fail	C	4

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
Heating Systems								
B-1	Boiler and Water Heater Room	Heating water system, entire building	Kewanee Fire Tube	1965	3	Equipment and trim in working condition	B	4
B-2	Boiler and Water Heater Room	Heating water system, entire building	Kewanee Fire Tube	1965	3	Equipment and trim in working condition	B	4
B-3	Pool Heater Room	Pool water heating	Teledyne	1995	3	Equipment and trim in working condition	B	4
HWP-1, HWP-2	Boiler and Water Heater Room	Heating water system, entire building	B&G series 60	2015	4	Recently replaced	D	1
Expansion Tank	Boiler and Water Heater Room	Heating water system, entire building	B&G	1965	4	Equipment and trim in working condition	B	4
Air Separator	Boiler and Water Heater Room	Heating water system, entire building	Bell and Gosset	1965	3	Equipment and trim in working condition	D	
HWP	Pumps in Basement Mech Room	Perimeter heat and basement AHU	Bell and Gosset	1972	2	3 pumps. Equipment functional, but has exceeded functional lifetime.	B	3
HWP		Perimiter heating	Bell and Gosset	2014	4	Recently replaced in good condition.	D	1
HWP		Coil pump	Bell and Gosset	2016	4	Serves basement AHU, in good condition	D	1
Air Separator	Boiler and Water Heater Room	Heating water system, entire building	Bell and Gosset	1965	5	Very good condition	D	1
Power Systems								
MAIN SWB	Sub - Basement Main Electrical Room	Service Main #1 (DP-BA) Located in Above Sub Basement Service Main #2 (PP-4) Located in Wellness Center Closet Service Main #3 (CU#1) West Train Unit Service Main #4 (LP-2H) Raquetball Court Located in Closet of Restroom Service Main #5 (PP-B3) Located in Main Electrical Room Service Main #6 (LP-Pool Panel) Located on Pool Deck	Siemens Deadfront Switchboard Enclosure Type 1 1200A, 120/240V, 3-Phase, 4-Wire, SCCR 65kA (4 Available Spaces)	2016	4	In good condition	D	1
PP-3	Sub - Basement Main Electrical Room	Pool Exhaust Fan (Located on Roof), Sump Pump #1, Sump Pump #2, Pool Air (Located Above), Pool Water Pump	Siemens Deadfront Switchboard 200A, 120/240V, 3-Phase, 4-Wire Delta (3 30A/3P Spares)	2000	4	In good condition	D	1
PNL - TELE/SUB-PUMPS	Basement Electrical Room	Telephone Receptacle, Norht Pump, South Pump, Boiler Room Pump	Square D Panelboard 225A, 120/240V, 1-Phase, 3-Wire 6 Circuit Breakers (10 Spaces)	2016	4	In good condition; Clearances do not appear to meet NEC 110	D	1
DP-BA	Basement Boiler and Water Heater Room	LP-D (Located in Gym), LP-SBB, CU-2 (East Trane Unit), Old Building (Located in Tele Closet), PP-SB2, LP-SBF, LP-BE/LP-BEE, Phase Monitor (Located Above DP-BA), Men's Sauna	Siemens Deadfront Switchboard Enclosure Type 1 1200A, 120/240V, 3-Phase, 4-Wire, SCCR 65kA (2 Spaces/ 1 200A/3P Spare/ 1 400A/3P Spare)	2016	4	In good condition	D	1
PP-SB2	Basement Boiler and Water Heater Room	PP-2AHU (2nd Fl. Mech Room), Pool Air Heater Pump (Located in This Room), Sump Pump #4 (Boiler Room Control Panel), Sump Pump #3 (Boiler Room Control Panel), Heat Rest of Blg. Pump (Located in This Room)	Siemens Deadfront Switchboard Enclosure Type 1 200A, 120/240V, 3-Phase, 3-Wire, SCCR 65kA (1 100A/3P Spare / 4 30A/3P Spares)	2016	4	In good condition	D	1
LP-SBB	Basement Boiler and Water Heater Room	1st Floor, Original Building, Basement, Boiler Room Exit Lights, Pool Exit Sign, GFCI Receptacle	Square D Panelboard 100A, 120/240V, 1-Phase, 3-Wire 12 Circuit Breakers (2 Spaces)	1965	2	In working condition	B	3

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
LP-SBF	Basement Boiler and Water Heater Room	Exterior Lights, Tunnel and Boiler Room Lights and Receptacles, Boiler Panel, Hot Water Heaters, Hot Water Circulation Pump, Sump Pump, Pool Generator, Pool Boiler	Square D Panelboard 225A, 120/240V, 1-Phase, 3-Wire 30 Circuit Breakers (6 Spaces)	1965	2	In working condition; Damaged - Panel Cover is Missing Lock and Rusted	B	3
PNL-3 (UNLABELED)	Basement Northeast Mechanical Room	Condenser South, Condenser North, Sump Pump #1, Dryers, Lobby AC Unit, Supply Fan #7,	Unknown Manufacturer 200A, 240V, 3-Phase, 3-Wire Retrofit Siemens Switches ((6) 30A/3P, (2) 60A/3P)	Unknown	2	In working condition; Damaged - Panel Cover is Missing Lock	C	2
PNL-4 (UNLABELED)	Basement Northeast Mechanical Room	Circulation Pumps, Receptacles, Boiler Circuits, Exterior Lights	Unknown Manufacturer Identification Label Not Provided 14 Circuit Breakers, Full	Unknown	3	In working condition	C	2
PNL-1 (UNLABELED)	First Floor Main Entrance and Office Area	Basement, 1st Floor, and 2nd Floor Lights	Unknown Manufacturer Identification Label Not Provided 42 Circuit Breakers, Full	1959	2	In working condition	B	3
A-A	First Floor Main Entrance and Office Area	General Office and Library Receptacles, Wellness Center, Hallway, Lobby, Office Lights, Emergency Lights, Heat Pumps	General Electric Identification Label and Panel Schedule Not Provided 24 Circuit Breakers, Full	1988	3	In working condition	D	1
PNL-2 (UNLABELED)	First Floor Child Watch Area	Receptacles and Lighting within Child Watch Area	Cover, Identification Label, and Panel Schedule Not Provided (4 20A/1P Spares/ 1 50A/2P Spare)	1959	2	In working condition; Exposed circuit breakers	B	3
PP-4	First Floor Cardio Electrical Closet	Women's Sauna (Located in Adult Locker Room), LP-AA (Located in Back Office), LP-J (Located in Old Laundry Room), AC (Office/Weight Room), AC (Women's Fitness Locker Room, AC (New Wellness Center), Elevator, RP-1B	General Electric 400A, 120/240V, 3-Phase 4-Wire (1 60A/3P Spare)	1988	4	In working condition	D	1
RP-1B	First Floor Cardio Electrical Closet	Treadmills, TVs, Surge Protection	Unknown Manufacturer Identification Label Not Provided 14 Circuit Breakers (4 Spaces) Panel Schedule Not Provided	1990	2	In working condition; Clearances do not appear to meet NEC 110	C	2
RP-1C	First Floor Cardio Electrical Closet	Lights, Receptacles, Unit Heater, Treadmills	Square D Panelboard Identification Label Not Provided 15 Circuit Breakers (5 Spaces)	1990	3	In working condition; Clearances do not appear to meet NEC 110	D	1
LPD	First Floor Gymnasium	Gym Lights, Hall Lights, Gym Receptacles, Scoreboard, Gym Emergency Lights, Center North/Center West Receptacles, Center South Receptacles, Pace Clock Receptacle, Dailey Room AC, AHU Room Lights	Square D Panelboard 26 Circuit Breakers (4 20A/1P Spares)	1965	2	In working condition	B	3
LPE	Older Building Hallway	Girl/Boy Locker Room, Shower, Toilet, Hall Lights, Men's Locker Room Receptacles, Hair Dryers, Clocks, Water Cooler, Tunnel Receptacles, Equipment Roof Receptacles	Square D Panelboard 225A, 120/240V, 1-Phase, 3-Wire 42 Circuit Breakers (2 Spaces)	1969	2	In working condition	B	3
LPEE	Storage Room 2	Exhaust Fans, Hair Dryers	Square D Panelboard 100A, 120/240V, 1-Phase, 3-Wire 16 Circuit Breakers (4 Spaces) Panel Schedule Not Provided	1965	3	In working condition; Clearances do not appear to meet NEC 110	B	3
PNL-5 (UNLABELED)	Pool Electrical Closet	Lighting within the Area.	Unknown Manufacturer Identification Label Not Provided 18 Circuit Breakers	1972	1	Corrosion Due to Location Near Pool	A	5
LPG	Pool Electrical Closet	Receptacles within the Area	Square D Panelboard 225A, 120/240V, 1-Phase, 3-Wire 18 Circuit Breakers, Full No Panel Schedule	1972	1	Corrosion Due to Location Near Pool	A	5
LPGG	Pool Electrical Closet	No Panel Schedule	Unknown Manufacturer Identification Label Not Provided 4 Circuit Breakers (7 Spaces)	1972	1	Corrosion Due to Location Near Pool	A	5

Equipment Name	Location	Serves	Notes/Comments	Year Installed	Condition	Notes	Recommendation	Resulting Priority
Equipment ID	*Floor, Room*	*Brief description of area served by equipment*	*Specific items about equipment.*	*actual year or approximate estimate*	*Rated 1 through 5, with 5 being excellent condition.*	*brief description related to condition*	*A: Immediate replacement, B: 2 to 5 year replacement, C: 5 to 10 year replacement, D: over 10 years until replacement*	*Rated 1 through 5, with 5 being highest priority.*
LPH	Second Floor Electrical Closet in Bathroom Near Studio	Stairway, Lower Corridor, Upper Corridor Lights and Receptacles, Circulation Pump, Control Curtain for Air Units, Control for Contactor, Feed for Contactor, Handball Courts 1-3	General Electric 225A, 120/240V, 1-Phase, 3-Wire 30 Circuit Breakers, Full	1972	3	In working condition	C	2
LPJ	Storage Room 1	Locker Room, Lounge, Shower, Storage, Elevator, and Emergency Lights, Women's Bath, Lounge, Storage Receptacles, Dryer, Laundry, Saunma, Drinking Fountain	General Electric 24 Circuit Breakers, Full	1988	3	In working condition	D	1
PP1	Second Floor East Mechanical Room 2	Supply Fans, SF#5 Studios, Air Conditioning	Square D QMB Saflex Distribution Panelboard 200A, 240V, 3-Phase, 3-Wire (1 60A/3P Spare)	1988	2	In working condition; Bad fuse clip in one breaker	C	2
Fire Alarm Systems								
Fire Alarm Systems	Entire building	Entire building	Addressable FACP Fire-Lite Alarms by Honeywell (MS-9200) Monitored by Johnson Controls	Unknown	3	In working condition; Still able to order part replacements	C	2
Misc. Systems								
Emergency/ Egress Lighting	Egress path	Egress path	Battery operated bugeye	Unknown	3	In working condition	D	1
Lighting	Entire building	Entire building	Mostly fluorescent, some incandescent, and some retrofitted with LED	Unknown	3	In working condition	D	1
Lighting Controls	Controlled Via Panels and Local Switches	Entire building	No Automatic Controls, No Dimming, Local Switches in Some Areas, Lighting in Some Areas throughout the building are controlled via the panels.	Unknown	3	In working condition	D	1
Lightning Protection	N/A							

Appendix B:

Photograph Log of Observed Conditions

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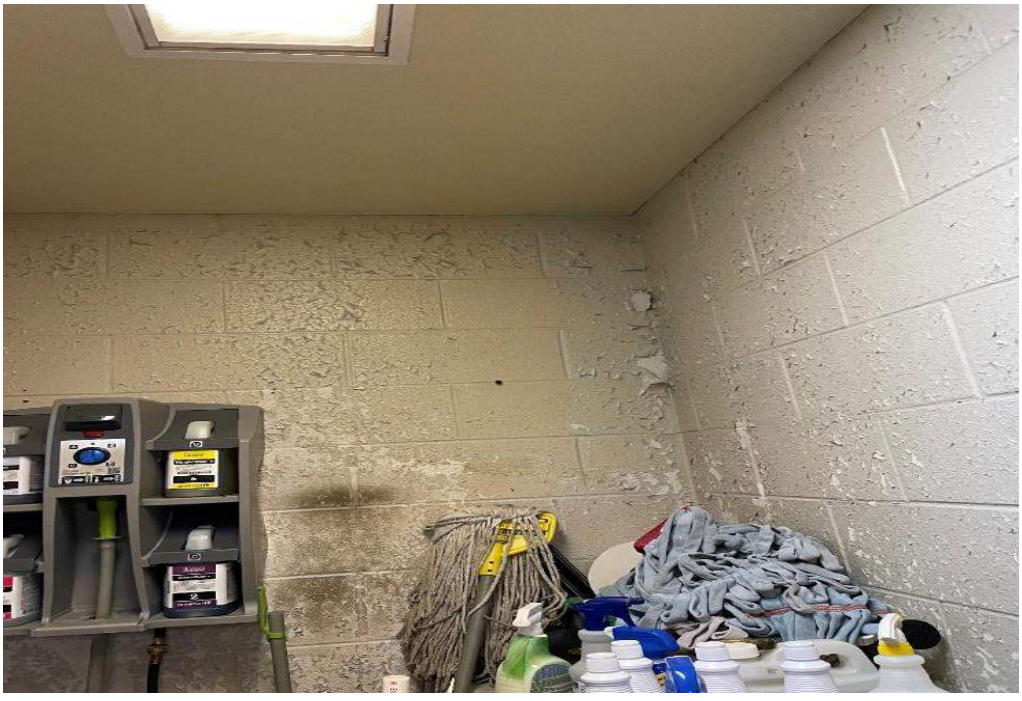

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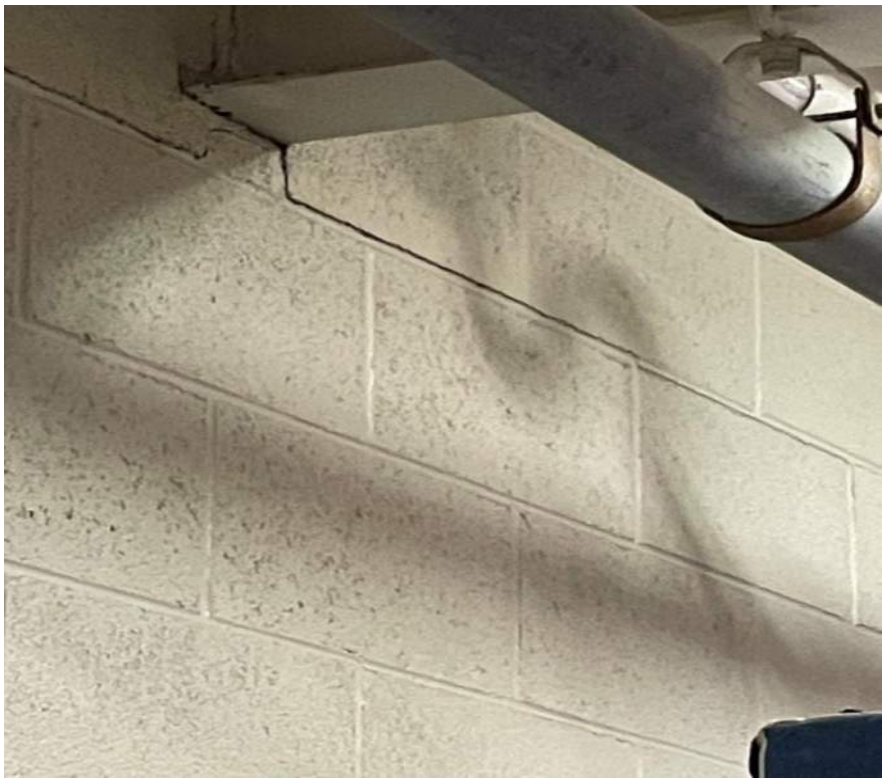

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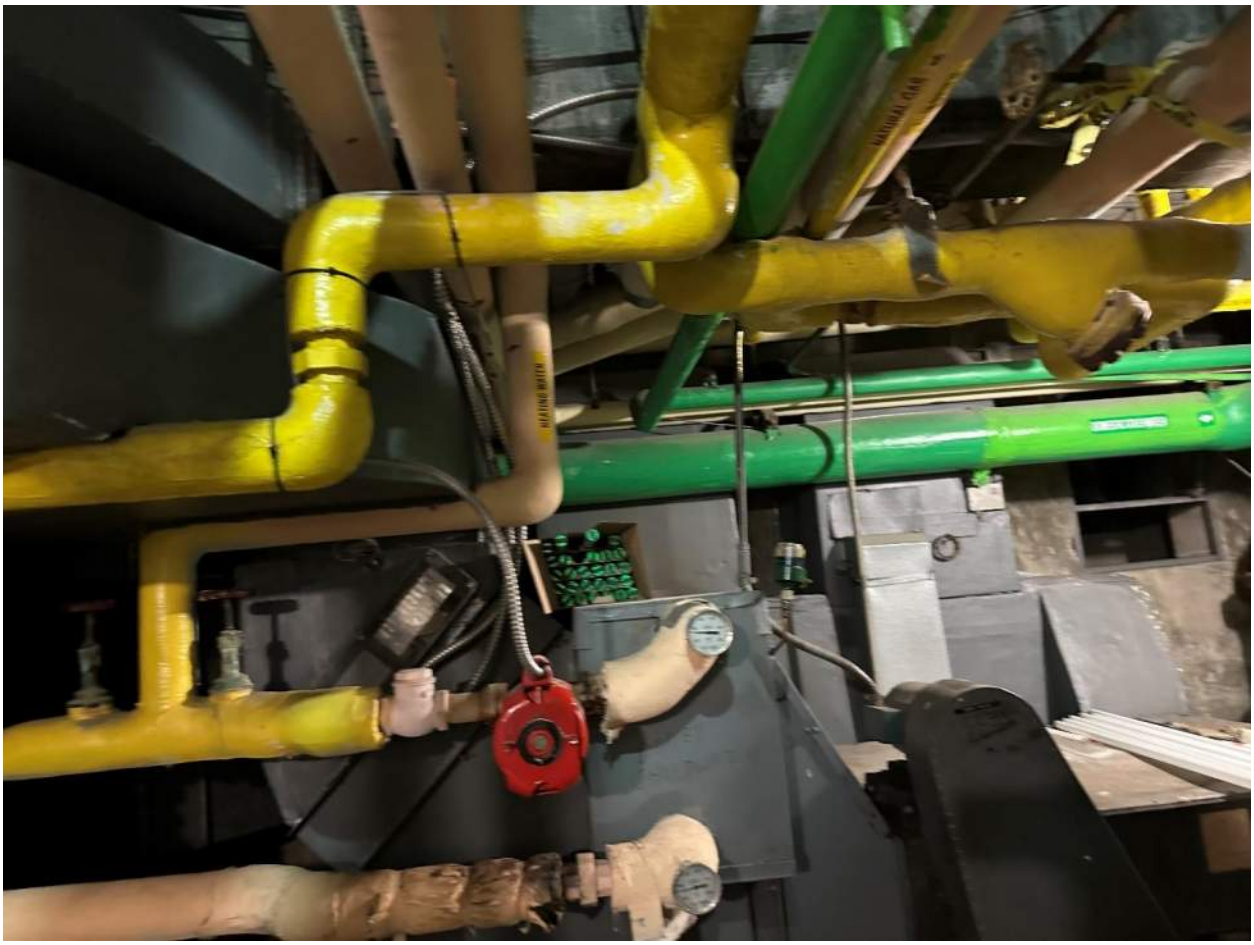
Fire Alarm Control Panel

Main Switchboard

Pool AHU

Water Heaters and Flue

Boiler



Basement AHU

PNL-5 (UNLABELED) Panel in Pool Electrical Room

Panel LPGG in Pool Electrical Room

Upstairs AHU Serving Gym

One Of Three Air Handling Units In Upstairs Mechanical Room

Women's RTU

Wellness Center RTU

Adult Men’s Locker Room ACCU

Family Locker Room ACCU

Weight Room RTU

“Child Watch Weight Room”

Generator Back-Up Disconnect for Manual Transfer Switch

Existing Transformer

ACCUs for Gym and Court

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APPENDIX 01: COMMUNITY ENGAGEMENT

HAND WRITTEN NOTES

NORR

The existing
YMCA building should
be torn down + a
proper Comm Center
for seniors built.

Bll

I am adding my
comments. Same as above.
David Kiefer - pierce st.

Too many levels, small staircases,
dated ~~NO~~, confusing layout, not friendly
to seniors Both K -
31 year resident

Dog Parks please!

YMCA meeting 4/29

- Large Parking Spaces
- Pickleball courts
  - Rated by skill
- Renewable energy
- Tear it down
- Lots of green spaces + open
- Recycling *
- any seating Must have good cushions!
- proper height Ration chair to table
- family Locker Rooms

Needs

Meeting rooms
Cafe / Restaurant
Small / auditorium
Gathering spaces
Social + cultural events
as well as fitness, pool,

4-29-2024,

The building is a confusing warren of passages/halls/stairs, that will ALWAYS be problematic and definately difficult to be ADA compliant

Also so DATED!

Thrilled the city bought it and that NEXT will have this space.

But truly, I would tear it down and build from scratch. ... fresh new electrical, mechanical, HVAC, etc. and a modern floor plan designed with 2024 Architectural know how.

Patricia Batey
248-891-6748

also externally visually unattractive

We need a dedicated Senior Facility

YMCA should be on a different Plan

Need

- more pickel ball courts indoors
- more bathrooms
- more classroom/ gathering spaces
- more lighting
- more parking spaces
- more out door pickelball courts

I use the pool 4 days a week. Its the only form of exercise I can do. Its the nicest pool in the area

The staff is fabulous here

I suggest expanding the building

for Hearing Aid People

I would love to have rooms /
auditoriums wired for hearing Aids.
T-coil is a term for that. It's
great. St. Regis church has it.

Dog Park
at St. James Park

Stairs / Elevators to
all floors
Better Floor plan. - too much ↗
a hodgepodge

Additional Comments – Community Survey for new Next facility

1) 400 East Lincoln site – outdoor walking path; outdoor recreational space
2) Like Most about current facility – accessibility (on one floor); location; lots of windows; courtyard area for outdoor concerts, events, etc . What to change about current facility – handicap restrooms with comfort-height toilets; need much more space; for current activities such as cards and games and discussion groups; reduce or limit double usage space to what goes together, such as, library and reading room with comfortable chairs for low conversation; computer lab space; separate arts and craft spaces; small to moderate sized performance area with good accoustics, not double use with gym; other kinds of spaces like snack bar, café; kitchen/ cooking demo space
3) No comment
4) Other Need to challenge "senior center" stereotypes by expanding activities and programs to target the 50 – 70 age group who do not see themselves as "seniors". Some possibilities include adding kitchen and space for cooking demos and classes; adding different kinds of groups – travel groups; wine tasting groups; gardening and topically-oriented groups; continue yoga and tai chi groups. Spaces are needed to accommodate larger groups and smaller break-off spaces. The current events group is now running 30 or more – with the long rectangular tables, it is virtually impossible to see everyone and members who want to use the library "sneak" in and out; include adult sports groups, pickleball, etc. where older adults might feel more comfortable; I would like to see this become a community event space – with the hope of doing more to integrate adults 50+ or even of broader age groups. Would like to see indoor and outdoor walking paths that are well maintained and outdoor seating areas.

Additional information

NEXT provides a wonderful place for our 50+ age community. Considering the size of the facility, they have done a very commendable job of providing a number of programs.

They have provided so much in terms of activities, class, speakers, fitness & sports, health & wellness travel, computer classes, and so many support services for our entire community.

Our Director Cris Bretun and staff provide a warm, friendly atmosphere and do the very best possible with the limited space they have to provide programs.

They provide comfort for many people who have limited abilities and things to do. I'm very happy the City of Birmingham has stepped up & realize how important NEXT is in the community. I wish you the City and NEXT to work together to help make our center the pride of our community.

Additional Comments:

I was always under the impression that the facility would be used primarily for NEXT, our Seniors in the community.

I assume a lot of it will depend what the architectural firm NORR LLC reports to the City of Brampton & NEXT.

Does it make sense to redo, remodel with new infrastructure etc or rebuild. Either way it should be designed for the Seniors in the community, especially if the building remains and is remodeled.

I would support a bond issue either way. If they (NORR) suggest or recommend rebuild then I think a new facility would be able to support more of the community and more diverse programs.

I don't think a pool is necessary for NEXT & the Seniors. They are costly & is a high liability. I know this is a challenging project, but hopefully the City, NEXT program and any other potential partners can work together and make good sizable decisions for everyone, but primarily of our seniors

population.

I was surprised when I moved to Birmingham 20 years ago that our City did not have a Senior Center Building. I believe in a "Community Center" if the building has the capacity (space) to accomodate the entire community.

It was somewhat difficult to complete the survey and know how to respond. As I answered some to more support seniors I also do not believe the importance for children, youth programs.

Wishing you the very best in this critical & important issue & need for this beautiful City & community.

Fondly —

A very happy & appreciative member of NEXT

Note

Cris Brown along with her limited staff are doing an incredible & Exemplary job in servicing our community.

Current Next facility needs more/larger rooms for activities .:. cards/clubs

current lecture room is too small & inadequate.

Pickleball: Current membership plays for exercise, socialization. Having under 50 will destroy the current aura. because most will be very competitive & unfriendly to those lesser skilled players

NEED SEPARATE AGRESSIVE (need to win) players from those 50+

3 pickleball courts could be 2 for 50+ & 1 for under 50

or: open time for everybody & a saperate time for 50+

Agressive pb player can destroy the wonderful/plesant atmosphere.

Senior / Recreation Center Community Survey

1. Additional ideas for site use:
a. pickleball and tennis courts with skill level recommendations (ie: 1 court for new players, 1 court for intermediate players, 1 court for top skill levels).
b. have a shop, run by volunteers to receive donations from the community – small furniture, appliances, household items, any non clothing items, for resale to members and public.
c. consignment shop for artists to sell & Next receives commission
d. snack bar with fresh, healthy snacks and smoothies.
e. plenty of 'green space' for outdoor activities with convenient small group seating areas
f. outdoor pool area

2. what I like most about current facility:
a. mainly the people – members and staff.
b. large spacious parking spaces
c. convenient location
d. coffee
e. love the large, open lobby area with small group seating, community puzzle & table settings.

What I would change:
a. more rooms dedicated for art / or multi use – less 'shared' spaces.
b. proper venting for pottery kiln to avoid fumes.
c. incorporate recycling options for paper/plastic
d. more rooms so spaces are not shared on such a tight time schedule.

3. Not real familiar with the YMCA space but is just looks tired and dated from the outside, would love to see a more modern, inviting space with plenty of green spaces, gardens, well lit, outdoor seating

Further comments to Amenity Ranking

Item 2: I like the current NEXT facility for its spaciousness, excellent natural light and low sound level. The former school facilities (atrium, gym, classrooms) are well adapted to use by seniors. Also, the parking is sufficient. The facility is near home in South Poppleton and reachable by car in about ten minutes. There is nothing about this facility that I would change.

Item 3: I haven't been inside the YMCA building for years, but I remember that the main space after entry was devoted to exercise equipment and the swimming pool. I don't know about any other public areas in that building.

Background: At present, my wife and I use NEXT only occasionally. I join a group activity there a couple times a month, and we've attended two or three lectures of interest. The new location would be somewhat closer to home, but not significantly so. I hope the new facility will offer the same attributes as mentioned in Item 2. My wife is a retired music teacher and, in the event of interest, might be able to instruct on a musical subject such as composers, notation theory or playing the recorder.

Hello

I attended the meeting at Y last week in Birmingham and would like my thoughts included in the feedback. I am unclear as a taxpayer who voted for the sinking bond the amount of influence the NEXT organization has on the decision making since they represent multiple communities. It is also unclear to me if the intent for seniors or the community. I do recognize the scale of sinking bond funding is limited and therefore requires us to be highly thoughtful and considerate. If the scope changes I understand we may re

We need to blur the line between the building and the outside park spaces.

We need to expand possibilities for funding.

We need multi- functional flexible spaces that transcend traditional office environments.
We need feedback from future generations.

I like the idea of enlarging the community kitchen and having spaces for many groups to meet and eat together.

It is short sighted to cut the pool out due to costs at this point. The long term cost/benefits should be weighed for health of the community. After my conversations at this meeting it was clear to me that the city was not interested in supporting the pool or exploring alternative ways to fund keeping the pool. This made me think about my long term aging in this community.

The best ROI will be to build a space for connection which strengthen cross-generational/cultural relationships. All people need in person connections to help with mental and physical health.

Adaptive reuse projects happening in Detroit:

https://www.architecturaldigest.com/story/from-a-reimagined-detroit-church-to-an-emerging-furniture-makers-explorations-in-resin-here-are-ads-discoveries-of-the-month

https://www.dezeen.com/2024/05/03/so-il-detroit-warehouses

A community center revitalizing a YMCA site:
https://massdesigngroup.org/work/design/you-youth-opportunity-union

Birmingham Resident 13 years
YMCA member
Future NEXT member
mother of three kids in BPS
swimmer & pickleball player

- If you want to be truly relevant to Seniors you could consider providing Respite care for those whose family members want to use the facility but have no place to leave a spouse who may have Parkinson's or Dementia
- I don't use the current YMCA facility because it is dreary.
- More private rooms so people playing cards, etc. don't have to play in a "lobby".
- Please Keep the great speakers and entertainment. The Co-ordinators are outstanding in their arranging themes, speakers, performers.

I have been a member of the Birmingham Y for many years. I have enjoyed taking the group fitness classes. The instructors are excellent and I hope NEXT will continue offering these classes and hiring the same instructors.

Thank you,
Linda Hauschild

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APPENDIX 02: SURVEY COMMENTS
BATCH 1-5

BHAM Senior Recreation Center

Survey Responses - Consolidated

OVERALL THEMES:

Most members are interested in the pool, and the most consistent response was a desire for water aerobics. Many members mention lap swim, open swim, and a seperation for seniors and younger people. Most reponses are very interested in fitness: classes, equipment, open gym. A consistent theme is seperation of spaces and more spaces for functions, it seems there are conflicts with spaces and timing in the existing location. Multiple people brought up lectures, education, and art/cultural related classes or hobby groups. More "soft" fitness, such as yoga, seems to be a desire for many, specifically women. Multiple people mention a clear seperation of spaces for the seniors, specifically in sports and fitness. Spaces dependent on skill level seem important to members. Younger members are more interested in child care, older memebers are more interested in activies. Multiple comments mention a well lit, spacious lobby being very important, and a social area but some comments note that it shouldn't be used for functions like cards/table games, and that should have its own space as many responses found cards/table games important. A more defined kitchen and prep/storage space for meals on wheels was mentioned frequently. Many comments mention parking, accesbility and public restroom accessed from St. James park as important. Some comments note price, suggest free for seniors. Some comments mention golf and other more specific activies like Tai Chi, Man Johng. In general, more spaces to provide specific needs would work for everyone.

Batch No.	Comments	Demographics	Member of Next	Member of YMCA
4	VERY INTERESTED IN POOL ACCESS. FITNESS EQUIPMENT AND GYM .	36-45, F	N	N
	OPEN GYM, FITNESS EQUIP., POOL IMPORTANT. SPORTS LEAGUES / COURT FOR GAMES. MEETING WITH FRIENDS.	36-45, F	N	N
	SWIMMING POOL IMPORTANT. FITNESS CLASSES AND EQUIP, OPEN GYM. GROUP ACTIVIES IN COURTS/MEETING ROOMS.	36-45, F	N	Y
	POOL IMPORTANT. FITNESS EQUIP. AND CLASSES, COURT FOR PICKLEBALL. CHILD CARE IMPORTANT	UNDER 35, F	N	Y
	LOVES THE POOL. GYM AND FITNESS EQUIP,, . CHILDCARE AND YOUTH PROGRAMS.	46-55, M	N	Y
	NO CHARGE FOR SENIORS. PARKING AND ACCESBILITY IMPORTANT	56-65, M/F	N	N
	NO CHARGE FOR SENIORS. COOKING CLASSES. POOL IMPORTANT. ACTIVITES AND EDUCATION. WANTS TO JOIN NEXT/YMCA	66-75, M/F	N	N
	FITNESS, ACTIVITES, COURTS AND MEETING WITH FRIENDS, EDUCATION AND ACCESBILITY. NO DOG PARK.	66-75, M/F	Y	N
	SALT WATER POOL, LESS TOXIC THAN CHLORINE, HELPS WITH PAIN. MEETING ROOMS AND EVENT ROOMS, FRIENDS. EXTENDED HOURS AND ACCESIBILITY.	66-75, F	N	N
	EDUCATION IMPORTANT.	OVER 85, M	Y	N
	POOL AND WATER AEROBICS IMPORTANT. OPEN/LAP SWIM. FITNESS EQUIP AND CLASSES, MEETING SPACES WOULD FREQUENT FOR EXCERISE CLASSES.	66-75, F	Y	Y
3	ART AND PHOTOGRAPHY EXHIBITS, BOARD GAMES, RENTING EVENT SPACE. PERFORMANCE ARTS,	66-75, M	N	N
	GET RID OF THE POOL, TOO EXPENSIVE AND MANY OTHER OPTIONS. SPACE WOULD BE GREAT FOR CLASSES LIKE COMMUNITY HOUSE USED TO PROVIDE. ATTENDENCE DEPENDS ON ACTIVIES. MORE INTERESTED IN TABLE GAMES, SPORTS/COURTS, FITNESS	56-65, F	N	N
	WATER/POOL EXCERCISES. FITNESS AND OPEN GYM. EXTENDED HOURS, ACCESBILE.	66-75, F	N	N
	NEXT PORGRAM AND ACTIVITIES. GYM/FITNESS EQUIP AND CLASSES, CARDS/GAMES AND FRIENDS.	76-85, M	N	Y
	NEXT MEMBER. TABLE GAMES IMPORTANT. YOGA.	66-75, F	--	--
	WATER EXERCISE, POOL FOR SWIMMING. POOL VERY IMPORTANT. LOCKER ROOM AMENITIES IMPORTANT. NEXT MEMEBER. FITNESS EQUIP AND CLASSES. MEET WITH FRIENDS.	56-65, F	Y	N
	AQUA GYM. SWIMMING POOL. ENJOYING SPLASH PAD AREA. NATAORIUM SHOULD BE PRESERVED OR IMPROVED, UNDERGROUND PARKING AND BOWLING ALLEY. DOG PARK AND SPLASH PAD PARK WOULD BE GREAT ADDITION.	46-55, F	N	N
	FITNESS, MEETING ROOM, CARD GAMES AND FRIENDS. NEXT MEMBER.	66-75, F	N	N
	MAKE THE COMMUNITY CENTER JUST LIKE TROY COMMUNITY CENTER. SHARED SPACE FOR YOUNG FAMILIES, SENRIOES, PARTIES, SPLASH PARK, OUTSIDE FACILITIES,	36-45. F	N	N
	KIDS CLASSES AND SPORTS. KARATE, SWIMMING CLASSES, FAMILY/COMMUNITY EVENTS. HUNTINGTON WOODS AS EXMAPLE. CAMPS FOR SPRING BREAK/SUMMER. INDOOR CHILDREN PLACE SPACE AND YOUTH/FAMILY PROGRAMS VERY IMPORTANT	46-55, F	N	N
	GYM, FITNESS. FACILITIES IMPORTANT. EXTENDED HOURS	66-75, M	N	Y
	NEXT MEMBER. PARKING VERY IMPORTANT. SAFE/WELL LIT.	66-75, F	Y	N
	YOGA AND SWIMMING. FACILITIES IMPORTANT.	76-85, F	Y	N
	SWIMMING IMPORTANT. OPEN GYM, FITNESS EQUIP. AND CLASSES.	56-65, F	N	N
	NEXT MEMBER, FITNESS, FRIENDS, CARD/TABLE GAMES	66-75, F	Y	--
	AQUATIC PROGRAMS FOR SENIORS. LECTURES, ART CLASSES. YOGA/PILATES, CRAFT CLASSES.	66-75, F	Y	N
	SWIM, SUANA, INDOR WALKING TRACK. NEED STAGING AREA FOR MEALS ON WHEELS. FAMILES SHOULD BE ABLE TO USE GROVES/SEAHOLD 400 LINCOLD SHOULD BE DEDICATED TO NEXT	66-75, M	Y	N
	GYM AND FITNESS. POOL.	66-75, M	N	N
	SPORTS LEAGUES, GYM AND FITNESS	46-55, M	N	N
	LECTURES AND PERFORMANCES, HAND WEIGHTS. DANCE CLASSES, ART CLASSES, LIBRARY EXCHANGE, MUSICAL PERFORMANCES, MEDICAL CHECKS, BLOOD PRESSURE ETC. AQUATIC EXERCISE, WARM POOL. CONCERNED ABOUT PARKING SPACE. NEED MORE ROOMS FOR CONCURRENT ACTIVITIES	76-85, F	Y	N
	NEXT MEMBER, FITNESS CLASSES, CARDS/TABLE GAMES	OVER 85, F	Y	N
	FULL SIZE KITCHEN FOR MEALS ON WHEELS. SPORTS. MORE ACTIVIES, MUST HAVE KITCHEN ACCESS.	76-85, F	Y	N
	WANTS TO BE NEXT MEMBER, FITNESS CLASSES	66-75, F	N	Y
	NEXT MEMBER, EDUCATION IMPORTANT. CURRENT FACILITY IS SPACIOUS AND WELL LIT. WOULDNT CHANGE ANYTHING. ONLY OCCASIONAL USE. HOPES NEW FACILITES WOULD INCLUDE THE SAME AS EXISTING. INTEREST IN MUSIC CLASSES/THEORY	76-85, M	Y	N
	NEXT MEMBER, FITNESS EQUIP AND CLASSES, CHILD CARE/SPACES, POOL. PARKING AND ACCESIBILITY	76-85, F	Y	Y
	GYM, FITNESS, SPORTS	36-45, F	N	N
	SWIMMING IMPROTANT. SPORTS AND COURTS. COMMUNITY ACTIVIES.	36-45, F	N	N
2	NEXT IS A WONDERFUL PLACE FOR THE 50+ COMMUNITY. REALLY LOVES THE STAFF. DO THE BEST WITH THE LIMITED SPACE. WANTS TO CITY AND NEXT TO MESH TOGETHER AND MAKE OUR CENTER THE PRIDE OF THE COMMUNITY. SHOULD BE DESIGNED FOR THE NEEDS OF THE COMMUNITY, SHOULD NOT BE SHARING FUNCTION WITH YMCA. WILL SUPPORT REGARDLESS IS NEW BUILDING OR EXISTING. HOPES NORR CAN CREATE SOMETHING TO SUPPORT MORE OF THE COMMUNITY AND MORE DIVERSE PROGRAMS. DOESNT THINK POOL IS NEEDED. CONCERNED ABOUT COSTS/LIABILITY. IMPORTANCE ON HAVING A SPACE SPECIFICALLY FOR SENIORS AND NOT FOR THE LARGER COMMMUNITY.	M	Y	Y
	NEXT MEMBER. INTERESTED IN LECTURES, CURRENT LECUTRE ROOM INADEQUATE. SPORTS AND FITNESS. NO POOL, SEPERATED INTO OVER AND UNDER 50 Y/O. UNDER 50 TOO AGGRESIVEUNFRIENDLY. OPTION FOR OPEN TO ALL AND OPTION FOR 50+, OR SEPERATE. LARGE COMFORTABLE LOBBY. MOVIES . LARGER ROOMS FOR ACTIVIES/CLUBS.	76-85, M	Y	N
	NEXT MEMBER. FITNESS EQUIP/CLASSES. LECTURES/LECTURE SPACE.	76-85, F	Y	N
	FITNESS AND SPORTS. ART, POTTERY, CARDS, SOCIALIZING. ART CLASSES. FITNESS CLASSES. SKILL LEVEL COURT SEPERATIONS FOR PICKLEBALL. SHOP RUN BY VOLUNTEERS FOR DONATIONS AND RESALE. CONSIGNTMENT SHOP FOR ARTISTS. SNACK BAR/SMOOTHIES. GREEN SPACE. LIKES PEOPLE AND STAFF, LOCATION, LIKES PARKING. COFFEE. LOVES OPEN LOBBY WITH SEATING. MORE ROOMS FOR ART, LESS SHARED SPACES. MORE ROOMS. YMCA LOOKS TIRED AND DATED. WANTS MORE MODERN.	66-75, F	Y	Y
	EDUCATION AND HEALTH RELATED. MEET WITH FRIENDS, NEXT MEMBER.	76-85, M	Y	N
	LIBRARY, MEETING ROOMS AND SPORTS. CONCERTS, GUIDED TOURS, GOLF	76-85, M	Y	--
	QUIET STUDY ROOMS, RENTING ROOMS FOR EVENTS. PARKING, ARTS AND CRAFTS.	66-75, F	Y	N

1	CARDS/TABLE GAMES, FRIENDS, NEXT MEMBER. EDUCATION AND PUBLIC RESTROOMS	76-85, M/F	Y	N
	FITNESS AND FRIENDS. PARKING AND EDUCATION	76-85, M	Y	N
	LIKES THE WARM AND WELL LIT LOBBY. WINDOWS AND NATURAL LIGHT IMPORTANT. FRIENDLY STAFF. CARPET MAKES IT QUIET. FITNESS CLASSES AND EQUIP. PARKING AND EDCUCATION, ARTS. EARLY HOURS	76-85, M/F	Y	N
	FITNESS CLASS AND EQUIP. WEIGHTS, FRIENDS. NEXT MEMBER. EDUCATION AND PARKING IMPORTANT. ARTS/CRAFTS AND OUTDOOR SPACES IMPORTANT	66-75, F	Y	N
5	EDUCATIONAL CLASSES, ART CLASSES, KNIT, CROCHET/ OPEN. FITNESS, CARD/TABLE GAMES, FRIENDS.	56-65, F	Y	--
	GOLF, PICKLEBALL, FRIENDS	M	--	--
	WEIGHT ROOM. FITNESS EQUIP./ CLASSES. OPEN GYM. YOUTH AND ADULT SPORTS, COURTS - PICKLEBALL, VOLLEYBALL, BASKETBALL	36-45, M	--	--
	WEIGHTS WITH SUPERVISION. FITNESS CLASSES, ATTENDING SPEECHES. ATTEND CONCERTS, SPEAKER SERIES, SWIM AND WATER AEROBICS. WALKING TRICK LIKE CLCC. READING ROOM.	66-75, F	Y	--
	FITNESS CLASSES IF NOT EXPENSIVE OR FREE. RESPITE CARE FOR MEMBERS WHO WANT TO PARTICIPATE BUT HAVE NO PLACE TO LEAVE SPOUSE WITH SERIOUS ILLNESS. YMCA IS DREARY. MORE PRIVATE ROOMS. KEEP GUEST SPEAKERS AND ENTERTAINMENT. CO-CORDINATORS ARE OUTSTANDING.	76-85, F	Y	--
	CARDS/TABLES GAMES, FRIENDS.	76-85, M	Y	--
	POOL IMPORTANT. PICKLE/VOLLEYBALL. LESSONS FOR KIDS. POOL LANES AND WATER AEROBICS	56-65, M	--	--
	CARDS, TABLE GAMES	66-75, M	Y	--
	YOGA. NEED LARGER WEIGHT ROOM. MORE PICKLEBALL COURTS. ROOM FOR YOGA ONLY. FITNESS, WEIGHTS.	66-75, F	Y	--
	SWIMMING AND WATER EXERCISE. STRONGLY URGES TO HAVE FACILITY OPEN TO NON-BIRMINGHAM RESIDENTS AND TO MAINTAIN POOL. 17+ YEARS ATTENDANCE.	66-75, F	--	--
	POOL IMPORTANT. MANY SENIORS DEPEND ON FITNESS. WATER AEROBICS. YOUNG KIDS LEARNING TO SWIM/WATER SAFETY.	76-85, M/F	--	--
	OPEN SWIM AND POOL EXERCISE. LAP SWIM. POOL EXERCISE CLASSES. INDEPENDENT USE OF FITNESS EQUIP.	76-85, M	--	--
	FITNESS, GYM, SPORTS LEAGUE. WEIGHTS.	UNDER 35, M	--	--
	POOL, AQUATIC CENTER FOR ALL AGES. FITNESS EQUIP./CLASSES, GYM, YOUTH SPORTS, FRIENDS, EVENT ROOMS	UNDER 35, F	--	--
	FITNESS EQUIP/CLASSES, FRIENDS, WEIGHTS	OVER 85, F	--	--
	SWIM CLASSES. ACTIVITIES.	36-45, F	--	--
	TAI CHI. OUTINGS, PICKELBALL IMPORTANT. VALUE IN YOUNG PEOPLE AND OLDER PEOPLE USING THE SAME SPACE AND MINGLING.	F	--	--
	YOGA, ZUMBA, AEROBICS, STRENGTH AND WEIGHT CLASSES, STRETCH AND BOOTCAMP. MANY YEAR LONG MEMBER, ENJOYS GROUP FITNESS. INSTRUCTORS AND STAFF ARE EXCELLENT.	66-75, F	Y	--
	SWIM IN POOL	76-85, M/F	--	--
	EDUCATION AND MEETING WITH FRIENDS. WEIGHTS. MAH JOHNG	76-85, F	Y	--

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City Of Birmingham
Regular Meeting Of The Ad Hoc Senior/Recreation Center Committee
May 15, 2024
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Ad Hoc Senior/Recreation Center Committee (SCC) held on May 15, 2024. The meeting was convened at 3:00 p.m.

A. Roll Call

Present: Cris Braun, Jason Emerine (left 4:49 p.m), Pam Graham, Bert Koseck, Anthony Long, Elaine McLain, Donald Rogers, Dan Share, Kelly Stubbe (arrived 3:19 p.m.)

Absent: None

Staff: City Manager Ecker; Assistant City Manager Clemence, Department of Public Services Director Zielinski

B. Approval of Minutes from May 1, 2024

MOTION: Motion by Mr. Long, seconded by Ms. McLain:
To approve the May 1, 2024 meeting minutes.

VOICE VOTE: Ayes, Braun, Graham, Koseck, McLain, Rogers, Share, Long, Emerine

Nays, None

C. Presentation by NORR of Updated Needs Assessment Report

Brian Colburn and Scott Catallo of NORR and CM Ecker presented the report. CM Ecker and Messrs. Colburn and Catallo answered informational questions from the SCC.

SCC members' comments were as follows:

- In order to accommodate the desired amount of programming, an addition or a new building that would largely occur within the present building's footprint would be about 66,110 sq. ft. and would require programming in a basement level. It would be possible to add about 9,000 sq. ft. for additional programming, which could include a pool. The YMCA has not requested a pool and has not indicated whether it would have any interest in managing a pool at this time.
- A number of members of the community have expressed interest in continued pool facilities at 400 E. Lincoln. It would be helpful to provide more granularity in the graphics for the survey data.
- It might be challenging to present this report to the public without indicating what kind of pool might be contemplated and what additional facilities would be required to support said pool. The four requested pickleball courts could be located within a multipurpose gym. Co-locating uses would help drive down square footage and costs.

- A pool was not part of the original plan when the City bought the building, which is why it was not included in the present report. The discussion regarding a pool can continue. The SCC should first clarify how it would apportion the space required by Next, the YMCA, and the City. Then it could clarify how it might recommend apportioning additional space for programming, which could include a pool or other facilities. The report was helpful for clarifying the programming needs and the presently available space.
- It would be helpful for NORR to make a slide showing what kind of pool and attendant facilities could be accommodated in the building. It would be helpful to hear from Next and the YMCA what kind of pool they may be interested in. That information should be included on a separate slide, as a potential option.
- One of the main reasons a pool was not originally contemplated was liability. The discussion regarding the pool will continue transparently. The report noted that the building facility systems in general were in fair-to-poor condition. It will be necessary to make responsible financial decisions based on that information.
- It might be more appropriate to base the potential pool and attendant facilities off of Next's and the YMCA's preferences, as opposed to designing first for what type of pool and facilities would fit best.
- The SCC should be informed as soon as possible of any concerns the Commission may have regarding the potential, estimated size of the building.
- Next and the YMCA will continue conversations regarding opportunities to co-locate uses. To provide a sense of scale for the Commission and public, if a second floor were added lengthwise aligning with the first floor's widest point, that amount of space plus the basement would total approximately 50,000 sq. ft.

The Chair summarized that the report's approximately 66,000 sq. ft. space estimate makes some assumptions about shared space that are not final, and the amount of shared space may be more or less. Using the existing building and an addition, a 66,000 sq. ft. - 75,000 sq. ft. structure could be created. These square footages seem like reasonable starting points based on NORR's presentation. The SCC has asked for more information regarding an optional pool.

Public Comment
Gordon Rinschler commented regarding Next's programming, space requirements, and potential responsibilities.

Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit, said the YMCA would be capable of operating a pool at 400 E. Lincoln and added comment regarding how space utilization more generally could be determined.

George Dilgard said it would be helpful to see how the programming needs could fit into a new building, commented regarding costs of ownership, and commented regarding the presentation.

A member of the public commented that more than one elevator would likely be needed.

D. Review and Evaluate Proposals for Owner's Representatives

CM Ecker presented the item and Staff answered informational questions from the SCC.

SCC members' comments were as follows:

- Detroit Expediting and Development Group was nonresponsive to the RFP.
- Neither Edge Design Associates (Edge) nor Plante Moran Realpoint (Plante Moran) provided a signed contract as required by the RFP.
- Each SCC member was asked to state their top two respondents:
    - Two selected Plante Moran and Kramer Management Group (Kramer);
    - Two selected Plante Moran and Edge, with one noting that Kramer came close to Edge;
    - Two selected Plante Moran with Kramer and Edge tied for second; and,
    - Two selected Edge and Kramer.
- It was frustrating that Plante Moran did not return a signed contract. The Commission would not default to the lowest bidder, and this selection is very important. At the same time, the Commission has a fiduciary responsibility to the public, and Plante Moran's fee proposal seemed high. Plante Moran's submission may have been intended to remove themselves from the process.
- If the middle fee proposal from Plante Moran was used, between the top three respondents, the fee proposal per month breakdown would end up being relatively similar. Experience with similar projects is very important.
- If this project is headed towards a bond vote, then the schedule will be pushed out and Plante Moran's proposed timeline would be more accurate for that schedule.
- One member spoke to some developers who only noted familiarity with Plante Moran. Another noted professional familiarity with Plante Moran, Kramer, and Edge.
- Edge is primarily an architectural design firm.
- Edge also submitted to be the architects for this project. For their comparable projects, Edge only submitted two libraries, and they were the architects for both projects. In contrast, Plante Moran and Kramer are known for serving as owner's representatives. Miller Diversified's (Miller) comparable projects did not demonstrate sufficient complexity. Kramer has done public projects but none with a senior or recreation center focus. Kramer is also further away, which might impact reimbursable costs.
- There is value in there being more independence between an owner's representative's perspective and an architect's perspective, which might be a drawback for Edge.
- The City could possibly, contingent on the advice of the City Attorney, reserve the right to waive any irregularities in the RFP response process if it is determined that it would be in the City's best interest. Plante Moran was the only respondent that said the project could not be funded within the current spending. Plante Moran, Kramer, and Edge could all likely perform the required services. Plante Moran is the only respondent that included multiple comparable projects in their submission.
- The SCC may presently be stymied by a lack of guidance for this part of the process. Extensive familiarity serving as an owner's representative for senior/community/recreation centers would be a significant boon. This would help the City become aligned and move in the right direction. Plante Moran offered approximately six projects that encountered similar challenges to the ones presently faced by Birmingham, including financing and staging questions.
- Edge did a 131,000 sq. ft. building for Baker College, took over from a previous owner's representative that was terminated, and delivered the project on-time and under budget, which demonstrates clear capacity. Plante Moran's breakdown was good, as is its reputation. Plante Moran and Edge should be required to sign the City's contract for consideration.

DRAFT

- There was consensus that Plante Moran, Edge, and Kramer would all likely be qualified to serve as owner's representative.
- Plante Moran guided the Birmingham Ice Arena project. In addition to taking instruction, Plante Moran was experienced enough to raise further considerations that ultimately benefited the project in a number of ways. The City can save more money by designing the right building than it can by trying to prevent overruns in the wrong building. The Commission should read the Plante Moran report as it demonstrates a thorough understanding of the SCC, the project, and the process.
- Though Staff requested rankings from the SCC, some of the scores would be an attempt to quantify things that may not be that precise.
- The rankings would not include two members' rankings because one member was absent and one member left their notes at home.

After the SCC rankings were totalled, Plante Moran had the highest score at 613, Kramer the second highest at 548, Edge the third highest at 513, and Miller the lowest at 425.

It was advised that the teams being interviewed should bring the specific person on each team that would serve as the owner's representative.

MOTION: Motion by Ms. Graham, seconded by Mr. Long:
To recommend that the City Commission interview two qualified owner's representatives on Monday. The invitees should be in order: Kramer, if Plante Moran signs what is required by the City Attorney then Plante Moran, and if not, if Edge signs what is required by the City Attorney, Edge.

Public Comment
Mr. Dilgard spoke in support of Plante Moran.

VOICE VOTE: Ayes, Braun, Graham, Koseck, McLain, Rogers, Share, Long, Stubbe

Nays, None

E. Miscellaneous Communications

It was noted that there would be an SCC meeting on May 21, 2024 prior to the community engagement session at Next.

SCC members' comments were as follows:

- The IMEG report notes some items that need to be addressed within the next three months. Structural engineers do not usually put a timeline on repairs unless they are fairly serious.
- It will be important to try and determine whether the parts of the building that require repairs would be parts of the building the City would prefer to keep long term, or whether those would be parts of the building more likely to be replaced.

F. Meeting Open to the Public for items not on the Agenda

No further business being evident, the meeting was adjourned at 5:58 p.m.

Jana Ecker, City Manager

Laura Eichenhorn, City Transcriptionist

DRAFT

MEMORANDUM

City Manager's Office

DATE: May 16, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: 400 E. Lincoln - Owner's Representative Service Contract Award

INTRODUCTION:
On April 18, 2024, the City issued a Request for Proposal (RFP) for sealed bids from qualified professional firms to provide Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 E. Lincoln, currently the Birmingham YMCA building. (See attached RFP). The work must be performed in accordance with the specifications contained in the RFP. All bid proposals were required to be submitted by May 10, 2024 by 10 a.m.

BACKGROUND:
The City of Birmingham purchased the building at 400 E. Lincoln, Birmingham MI 48009, known as the YMCA Building, in June 2023 at a cost of $2 million dollars. The City contributed $1.5 million dollars of the purchase price and Next, a licensed 501(c)(3) nonprofit organization which provides Birmingham and other local communities with older person services (adults age fifty and older) contributed the remaining $500,000 dollars. The City closed on the property in July 2023.

The City Commission established an Ad Hoc Senior/Recreation Center Committee (SCC) at the regular March 4, 2024 meeting 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 Commission. At the April 17, 2024 meeting, the SCC approved the Request for Proposals (RFP) to hire an Owner's Representative to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, currently the Birmingham YMCA.

Following the SCC's approval, the RFP for Owner's Representative Services was posted on the Michigan Intergovernmental Trade Network (MITN) on April 18, 2024 with a deadline set for submissions on May 10, 2024 at 10 a.m. The City received five (5) proposals:

Firm	Base Bid	Alternate Bid
Detroit Expediting and Development Group*	$65,100	$219,100
Edge Design Associates	$587,165	$587,165
Kramer Management Group	$625,500	$625,500
Miller Diversified	$152,240	$152,240
Plante Moran Realpoint*	$330,000+	$762,000

*Non-responsive

Consistent with the RFP, the evaluation procedure and criteria used by the City included a qualifications based selection process in choosing contractors for consideration by the City Commission for the completion of this work. The Ad Hoc Senior/Recreation Center Committee (SCC) and a staff panel consisting of the City Manager, both Assistant City Managers, the Building Official, the DPS Director, Finance Director, Planning Director and Building Superintendent reviewed and evaluated each proposal. The SCC and the staff panel were provided with an evaluation sheet for each proposal and the evaluations were based on, but not limited to, the following criteria:

1. Responsiveness to Objectives/Methodology
2. Fee Proposal
3. Experience and Qualifications
4. Capacity
5. Comparable Projects

The staff evaluation panel met on May 15, 2024 to discuss each proposal at length. Each panel member offered their opinions of the proposals based upon the scoring criteria. At the May 15, 2024 meeting, the SCC reviewed, discussed, and evaluated each of the proposals. Detroit Expediting Group was deemed non-responsive to the RFP by the entire review team (staff and ad hoc committee) as they did not provide all of the required elements of the RFP. They did not provide a work program or plan in accordance with the scope of work in the RFP, they did not provide details on the experience and qualification of their team, nor provide any comparable project examples as required, and they did not provide evidence that they had the capacity to accomplish the project. In addition, Plante Moran Realpoint and Edge Design Associates did not provide signed agreements as requested. Both firms were contacted and given the opportunity to provide signed agreements. Plante Moran Realpoint declined to sign the contract as requested in the RFP. They indicated that they may be willing to sign an amended contract, which would have to include a different scope of work than was requested by the City and advertised in the RFP. Accordingly, the City Attorney deemed their proposal to be non-responsive. After robust discussion and careful deliberation, the SCC recommended that the following respondents attend the City Commission on May 20, 2024 to present their qualifications to the City Commission for consideration:

a. Edge Design Associates
b. Kramer Management Group

The City has contacted all of the listed references for both Kramer Management Group and Edge Design Associates. All of the references received have been positive for both organizations. No negative information has been uncovered.

LEGAL REVIEW:
The City Attorney reviewed the RFP before publication and had no objection to its form or content.

FISCAL IMPACT:
Funding for an owner's representative was not budgeted in the 2023-2024 City budget, therefore, a budget amendment will be required.

SUSTAINABILITY:
One of the goals that the SCC has adopted for the project is to "Incorporate sustainable concepts, design and materials, when practical, to reduce environmental impact."

PUBLIC COMMUNICATIONS:
The RFP was published on the Michigan Intergovernmental Trade Network (MITN) for all interested bidders to view.

SUMMARY:
The City issued an RFP for sealed bids from qualified professional firms to provide Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 E. Lincoln, currently the Birmingham YMCA building. Five (5) firms submitted sealed bids to the City for consideration by the May 10, 2024 deadline. The Ad Hoc Senior/Recreation Center Committee and staff evaluation panel analyzed each bid that was received using criteria from the RFP. Two (2) proposals were selected for presentation to the City Commission for review and selection, Edge Design Associates and Kramer Management Group.

ATTACHMENTS:
- Request for Proposals for Owner's Representative Services
- Edge Design Associates proposal
- Kramer Management Group proposal
- Evaluation Form
- Scoring Results
- Draft minutes of the SCC meeting of May 15, 2024

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to approve the 2024-bid proposal with Edge Design Associates for Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, in the amount not to exceed $587,165. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

AND

Make a motion adopting a resolution to approve a contract for owner's representation to Edge Design Associates for an amount not to exceed $587,165.00; 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	$587,165.00

Expenditures:

Health and Welfare	101.0-656.000-811.0000	$587,165.00

OR

Make a motion adopting a resolution 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 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

Make a motion adopting a resolution 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

REQUEST FOR PROPOSALS
OWNER'S REPRESENTATIVE SERVICES

Sealed proposals endorsed **"Owner's Representative Services"**, will be received at Birmingham City Hall, ATTN: Jana Ecker, 151 Martin Street, Birmingham, Michigan, 48009; until **Friday, May 10, 2024 at 10:00 am** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms and/or contractors for Owner's Representative Services to support the potential renovation/expansion or demolition/new build of the building at 400 East Lincoln, currently the Birmingham YMCA building. The project must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan.

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

Submitted to MITN:	**Thursday, April 18, 2024**
Deadline for Submissions:	**Friday, May 10, 2024 at 10:00 am**
Contact Person:	City Manager Jana Ecker 151 Martin Street Birmingham, MI 48009 Phone: 248-530-1811 Email: jecker@bhamgov.org

REQUEST FOR PROPOSALS
OWNER'S REPRESENTATIVE SERVICES

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INTRODUCTION

For purposes of this request for proposals the City of Birmingham will hereby be referred to as "the City" and the private firm or person will hereby be referred to as "Contractor." The City is accepting sealed bid proposals from qualified professional firms and/or contractors for Owner's Representative Services to oversee the renovation/expansion or demolition/new build of the existing property located at 400 East Lincoln in the City of Birmingham ("the Project"). This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, 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 that the selection of a Contractor will be completed by Monday, May 20, 2024. 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 attached by the date specified by the City.

BACKGROUND

The City of Birmingham purchased the Birmingham YMCA building, located at 400 East Lincoln, Birmingham MI in June 2023. The City of Birmingham purchased the building as a permanent home for Next, a 501(c)(3) organization that provides senior services to residents of Birmingham, Bingham Farms, Beverly Hills, and Franklin. Also contemplated in the purchase was that the additional space that would not be used by Next would allow for the current YMCA to continue to have a presence in the building and/or other public use, such as community or recreational uses and/or office space for City Parks and Recreation personnel.

The City, through an RFP, contracted with an architectural firm, NORR, LLC to conduct a needs assessment of the building and provide conceptual designs. The City also formed an Ad Hoc Senior/Recreation Committee to assist City Staff and the City Commission to formalize a plan moving forward on the project. The needs assessment will assist the City Commission in determining whether or not the building should be renovated/expanded or demolished to build a new facility.

The City desires to hire a professional owner's representative or team of professionals to serve as an extension of the City to protect the City's interests throughout the development process. The owner's representative would oversee and coordinate all phases of the project to ensure that the project is completed on time and within budget. The owner's representative will also provide ongoing communication between the City and hired consultants, project managers, and/or construction managers and would assist with resolution of any issues that arise. See the scope of work section for a complete list of duties and expectations for the owner's representative.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide Owner's Representative Services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Friday, May 10, 2024 at 10:00 am** to:

HAND DELIVERED:
City of Birmingham
ATTN: Jana Ecker, City Manager
151 Martin Street
Birmingham, Michigan 48009

MAILED:
City of Birmingham
ATTN: Jana Ecker, City Manager
151 Martin Street
Birmingham, Michigan 48009

One (1) original and one (1) copy of the proposal shall be submitted. Also, a digital copy of the proposal must be provided on a thumb drive with the hard copies. The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **"OWNER'S REPRESENTATIVE SERVICES"**. Any proposal received after the due date and time cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information 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 via the Michigan Intergovernmental Trade Network (MITN) no later than **Monday, April 29, 2024**. Such request for clarification shall be answered via MITN, 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 to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

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

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked by the City's Ad Hoc Senior/Recreation Center Committee (SCC) and City Staff for recommendation to the City Commission (CC). The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with contractors. The contractor selected will be chosen on the basis of the apparent greatest value to the City, including but not limited to:

1. Responsiveness to Objectives/Methodology – The contractor shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The SCC and the CC will determine how well the proposed work program benefits/assists the objectives of the City.
2. Price - Cost, value and benefit of services to be provided.
3. Experience and Qualifications – The contractor must have personnel who have experience with the professional services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the Project.
4. Capacity – Enumeration of the contractor's capability to accomplish projects with its present work force. Contractors should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
5. Comparable Projects – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
6. Interview – If selected to move forward, conduct an in-person presentation to the City Commission on May 20, 2024 outlining the proposal and to answer questions.

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. 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. Payment will be made within thirty (30) days after invoice.
7. The Contractor will not exceed the timelines established and/or revised by the City for the completion of this project.
8. The successful bidder shall enter into and will execute the agreement as set forth and attached as Attachment A.

SCOPE OF WORK

The City of Birmingham is seeking qualified Contractors to provide Owner's Representative services to support the planning, design and construction of a renovated/expanded/new build senior/recreation center at 400 East Lincoln. The Contractor will serve as the key liaison between the City of Birmingham, NORR. LLC and any future architectural/construction firms contracted by the City to complete the project. It is anticipated that construction will begin in January 2025 and be completed in no more than 18 months. The Contractor should be available to commence performance immediately after the award of the owner's representative services contract by the City Commission. All final decisions and approvals shall rest with the City.

The City is currently in the process of evaluating and assessing the current facility at 400 East Lincoln. The City has contracted with NORR, LLC, an architectural firm to complete the assessment. Once that assessment is complete, the City Commission (CC) will be presented with a recommendation from the Ad Hoc Senior/Recreation Center Committee (SCC) and City staff as to whether the building at 400 East Lincoln should be renovated/expanded or demolished and a new building erected. The Owner's Representative selected as the Contractor will represent the interests of the City and coordinate all project activities, including but not limited to, the following:

A. Project Management and Reporting

The selected Contractor will provide positive ongoing communication between the City and all hired professional consultants and contractors, and assist with the resolution of any issues that arise. The Contractor shall be available for questions and follow up either by email, telephone or via in-person site meetings with City Staff as the circumstances require. The Contractor will be responsible for project management services, including, but not limited to the following:

1. The preparation of a Project Management Plan for approval by the City, including Project team responsibilities, communication and reporting methods and benchmarks, Project procurement strategy, Project management information system protocols, Project parameters, schedule, and budget, and Project accounting procedures;
2. The preparation of written reports to the City as needed, no less than monthly, containing the following information:
    a. The status of the Project;

b. A comparison of the Project budget to costs incurred through the date of the report;
c. A comparison of the Project schedule to the work actually completed through the date of the report;
d. Any revision to the Project schedule or Project budget made during the time period covered by the report;
e. A summary of any change orders made during the time period covered by the report;
f. A list of all pending change orders and all outstanding issues requiring action or approval by City;
g. The status of any governmental requirements and activities required to facilitate approval of the Project; and
h. Any other reports concerning the Project as the City may reasonably request, or as deemed necessary by the Contractor.

3. Attendance at all weekly SCC and any CC meetings at which the Project is discussed, and at all internal meetings with City staff regarding the Project; and
4. Coordinating and/or monitoring meetings as needed with other professional consultants and contractors hired to complete the Project, as needed throughout all phases of the Project.

B. Final Design Oversight, Cost Estimation and Plan Preparation

The selected Contractor will assist and advise the City throughout the design process, including, but not limited to, the following:

1. Reviewing and advising on architects' or other related consultant's workplans to ensure there is a cohesive and feasible plan to design the Project within established parameters;
2. Assist with design facilitation on both exterior and interior finishes of the Project, including any building(s), parking, green space and all other exterior structures or amenities;
3. Assist with design facilitation by monitoring and advising the City regarding the progress of the Project, and monitoring and advising the City on compliance with the Project's vision, goals, objectives, budget and schedule;
4. Evaluate alternative building systems and building products based on performance, availability, design and cost;
5. Compile all cost information for all items associated with the Project;
6. Facilitate design review process, assisting the public, the SCC and the CC to reach consensus on the design of the Project; and
7. Assist with preconstruction facilitation, including conducting constructability reviews, establishing a phasing plan for the Project, and coordinating and monitoring final construction plan preparation.

C. Bidding and Procurement

The selected Contractor will assist and advise the City in its development and implementation of a process to procure profession services related to the Project, including but not limited to the following:

1. Procurement planning;

2. The procurement of all professional service and construction contractors required, including preparation of requests for proposals, requests for qualifications, and/or preparation of bids as needed, and advice and assistance with the selection of all professional service and construction contractors/bidders required, and contract negotiations;
3. Assist the City in planning and coordinating the purchase of building materials and other necessary product purchases; and
4. Assist the City in coordinating and scheduling subcontractors, utilities and other parties as needed to ensure timely completion of Project.

D. Construction Oversight Services

Assist City staff as needed in coordination and logistics to allow construction to proceed without interruption of workflow and to minimize down time. The selected Contractor will provide construction oversight services, which shall include, but are not limited to the following, as reasonably required to complete the project:

1. Assist and advise the team through construction process to meet project objectives;
2. Assist contracted construction vendors in obtaining required approvals and permits. Please note any fees associated with City required permits will be waived;
3. Attend Owner/Architect/Contractor progress meetings;
4. Monitor Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed;
5. Review and ensure timely receipt of insurance certificates, performance and payment bonds, waivers, sworn statements, and other contractor-required or consultant-required information;
6. Oversee Project cost accounting and budget tracking process;
7. Monitor Project expenditures to ensure that the proposed budget is being met;
8. Monitor contractor's change order tracking and facilitate issue resolution, including an accountability log that will be used for all change orders issued for the project that will indicate the source and cost of any and all change orders (e.g., field condition, City initiated, construction vendor initiated, etc.);
9. Track Project budget including expenses to date versus total budget and remaining Project cost estimates;
10. Review payment applications from all contractors and consultants or other vendors in accordance with contractual arrangements and make recommendations for payment;
11. Assist in evaluating and resolving disputes relating to contract interpretation and requirements;
12. Review change order requests for cost, reason, need and responsibility;
13. Notify the City if Contractor becomes aware that the work of a contractor or consultant is not being performed in accordance with the requirements of the contract documents or industry standards; and
14. Advise the City if Contractor believes the work under a construction contract is substantially complete and coordinate with construction team to prepare of punch list of outstanding items to ensure all items are completed on time and on budget.

E. Project Closeout Services

The selected Contractor will monitor activities of all professional service and construction contractors to ensure they complete their respective contractual obligations. Post construction services typically commence after construction is substantially complete. Contractor will continue to advocate on behalf of the City to ensure the close-out procedures are completed in a timely manner. Activities include, but are not limited to the following, as reasonably required to complete the Project:

1. Prepare close out plan;
2. Assist in creation of punch list of outstanding items for completion;
3. Assist City in creating a checklist and schedule for occupancy by all tenants and/or City personnel;
4. Assist City in resolving and/or completing punch list items;
5. Participate in a final Project walk-through/inspections with all professional service and construction contractors to review compliance with all contract document regarding the quality of finished construction;
6. Assist with coordinating the delivery of warranties and guarantees certificates;
7. Assist with the submittal of release waivers of liens and sworn statements;
8. Assist with the coordination of building systems testing;
9. Assist in obtaining occupancy permit;
10. Monitor delivery of as-built drawings and operational manuals to City;
11. Assist in scheduling of training staff on building systems; and
12. Assist City in obtaining callback services from its contractor for a period at least extending through the correction period.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested within this RFP.
    a. Executed Agreement (Attachment A)
    b. Bidder's Agreement (Attachment B)
    c. Cost Proposal (Attachment C)
    d. Iran Sanctions Act Vendor Certification Form (Attachment D)
    e. Firm Questionnaire (Attachment E)
2. Provide a description of completed projects (preferably projects working with municipalities similar to Birmingham) and other businesses that demonstrate the firm'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 tasks set forth in the Scope of Work.
4. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
5. Provide a list of sub-contractors and their qualifications, if applicable.

6. 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 or similar services included in the Contractor's proposal.
7. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY'S RESPONSIBILITY

1. The City will provide a designated representative to work with the Contractor to coordinate both the City's and Contractor's efforts.
2. The City will be accessible to the Contractor during regular business hours as approved by the City's designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 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, City 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 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.

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

The selected Contractor agrees to work with the City in accordance with the timeline attached as Attachment F, which may be adjusted by the City as required.

Proposals Due:	**Friday, May 10, 2024 at 10:00 am**
Consultant Selection:	Anticipated on Monday, May 20, 2024

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) _____, whose address is _____, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

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 **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three 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 retain and use the results of all work completed by the Contractor through such date.

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

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors 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 Contractors 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 shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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 **$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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 Contactor 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
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
_____
_____
_____
_____

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 April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ 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 _____, 20__, 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: _____
Elaine McLain, Mayor

By:_____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

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

_____
Mark Clemence, Assistant City Manager (Approved as to substance)

ATTACHMENT B:
BIDDER'S AGREEMENT
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

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 C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	**BID AMOUNT**
Phase 2 (From Date of Appointment)	$
Phase 3	$
Phase 4	
TOTAL BID AMOUNT	$
ADDITIONAL BID ITEMS	
	$
	$
GRAND TOTAL AMOUNT	$

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D:
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

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 E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

Please give the following information regarding your proposal:

1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

Name: _____ Contact Person: _____
Phone #: _____ E-mail address: _____
Approximate Combined Portfolio Value: _____

2. List states and categories in which your organization is legally qualified to do business:

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:
   a. Had a contract terminated by a client for cause?
   b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

ATTACHMENT F:
PROJECT TIMELINE

Phase 1: Needs Assessment	
2/12 – CC	• Hired Consultants for Needs Assessment & Concept Plans
3/4 – CC	• Creation of Ad Hoc Senior/Recreation Center Committee
3/18 – CC	• Appointments to Ad Hoc Senior/Recreation Center Committee
3/20 – SCC	• Select Chair and Vice-Chair • Establish future meeting schedule • Review purpose of Ad Hoc Committee • Discuss duties of Ad Hoc Committee • Review draft Community Survey • Begin crafting vision, goals & objectives of project • Prepare draft project process and timeline
3/22 – Survey **3/27 – SCC** **4/3 – SCC**	• Go live with Community Survey (through 4/26) • Finalize vision, goals and objectives of project • Finalize project process and timeline • Finalize project process and timeline • Discuss use and timing of owner's representative
4/8 – CC	• Appointment of City Commissioner to Ad Hoc Senior/Recreation Center Committee • Present vision, goals and objectives to City Commission for approval • Present project process and timeline to City Commission for approval
4/10 – SCC **4/17 – SCC**	• YMCA facility tour (meeting to be held on site at 400 E. Lincoln) • Review findings of Programming Study • Review and finalize RFP for owner's representative
4/18 – Post RFP for OR **4/24 – SCC**	• Post RFP on MITN for owner's representative (due 5/10) • Finalize RFQ for architects to qualify for final design and construction plan preparation
4/25 – Post RFQ for Architects **4/26 – Report**	• Post RFQ on MITN for architects to qualify for final design and construction plan preparation (due 5/16) • Delivery of Needs Assessment Report
4/29 – Open House	• Conduct community open house at YMCA (6-8pm) • Present findings of Community Survey
5/1 - SCC	• Review community survey & open house public input • Review Needs Assessment Report
5/8 - SCC **5/10 – OR Responses**	• Final review and recommendation of Needs Assessment Report to City Commission • Responses due from RFP for owner's representative
5/15 - SCC	• Review and evaluate proposals for owner's representative • Recommend preferred owner's representative to City Commission
5/16 – RFQ Responses	• Responses due from RFQ for architects
5/20 - CC	• Needs Assessment Report presented to City Commission for approval • City Commission selects owner's representative

Phase 2: Concept Plans	
5/22 - SCC	• Owner's representative attends first ad hoc meeting • Review responses from RFQ for architects
5/29 - SCC	• Review draft RFP for final design and construction plan preparation
6/11 – Report (90%)	• Delivery of Draft Report (90% complete)
6/12 - SCC	• Finalize RFP for final design and construction plan preparation • Discuss potential funding options
6/19 - SCC	• Review Draft Report
6/21 – Concept Plans & Final Report	• Delivery of concept plan options • Delivery of Final Report
6/26 - SCC	• Evaluate concept plan options • Review Final Report
7/10 - SCC	• Recommend preferred concept plan & Final Report to City Commission
7/22 - CC	• Preferred concept plan & Final Report presented to City Commission for approval • Discuss potential funding options

Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans	
7/23 – Post RFP	• Post RFP for final design and construction plan preparation (due 8/22)
7/24 - SCC	• Available if needed
7/31 - SCC	• Discuss parameters and applicable regulations for site plan and design review
8/22 – RFP Proposals	• Final design and construction plan proposals due
8/28 - SCC	• Review and evaluate architectural proposals received
9/4 - SCC	• Interview architectural consultants • Recommend architectural consultants to City Commission
9/16 – CC	• Recommend and/or interview architectural consultants at City Commission • Award consultant contract
9/18 - SCC	• Begin design discussions with architectural consultants
9/25 - SCC	• Review draft RFP / bid for project construction
10/2 - SCC	• Begin site plan and design review
10/9 – SCC	• Continue site plan and design review
10/16 - SCC	• Continue site plan and design review
10/23 – SCC	• Continue site plan and design review • Recommend final site plan and design to City Commission
10/28 - CC	• Final site plan and design for 400 E. Lincoln presented to City Commission for approval
10/30 - SCC	• Finalize RFP / bid for project construction
11/18 - CC	• Second meeting if needed for final site plan and design approval

Phase 4: Construction & Construction Management	
11/11 – 12/2 Post RFP/Bid	• Post RFP or bid for construction with approved site plan and design plans (due in 30-45 days)
1/27/25 - CC	• Award construction contract

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

2024
Request for Proposals
Owner's Representative Services
City of Birmingham - YMCA

BIRMINGHAM
A WALKABLE CITY

YMCA 2024

City Manager Jana Ecker
151 Martin Street
Birmingham, MI 48009
Phone: 248-530-1811
Email: jecker@bhamgov.org

Submitted by:

Edge Design Associates
1973 High Hollow Drive
Ann Arbor, Michigan 48103

May 10, 2024

10 May 2024

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Subject: Request for Proposals – Owner's Representative Services

Attn: Jana Ecker, City Manager

Dear Ms. Ecker,

Edge Design Associates is a group of professionals known for design excellence, attention to detail and exceeding our client's expectations. Over the years we have had the opportunity to provide owners representative services to a number of our clients. In most cases the rapport we developed with the Owner early in the project led them to add these services to our architectural contract; providing them with substantial savings over hiring a third party firm to provide these services.

In our opinion the architect is the most appropriate professional to provide Owner's Rep. services and Edge Design Associates is uniquely qualified to be your Owner's Rep. We have been the architect and the Owner's Rep.; we understand the how to communicate with architects and how to manage the design process on behalf of the Owner. Similarly, we understand how the construction managers provide their services. As your Owner's Rep. we will create a professional atmosphere that brings out the best in each firm. When everyone is on the same page, risks are reduced, rewards are mutually beneficial, and the results are a well designed project that is completed on time and on budget.

We have been blessed to provide both architectural services and Owner's Rep. services for award winning architectural projects including Malletts Creek Branch Library and Baker College's Royal Oak Campus. We appreciate the craft of architecture and enjoy the respect of our peers. We have included testimonials from the Owners and Construction Managers that vouch for our professionalism and underscore our passion for architecture. We want to bring that same passion and professionalism to the City of Birmingham.

We are excited for the opportunity to be of service, if you have any questions as you review our proposal do not hesitate to contact us.

Sincerely,

Daniel P. Mooney, AIA
President

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

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Edge DESIGN ASSOCIATES

Architecture | Planning | Interior Design

Firm Information

Firm Description

Edge Design Associates (Edge) was formed in 2013 by Daniel P. Mooney, AIA and Ron Thomas, AIA after working together since 2000. The business is a corporation licensed to practice architecture in the State of Michigan and our office is located in Ann Arbor, Michigan. Our legacy comes from the Ann Arbor Studio of Luckenbach Ziegelman Architects, PLLC (LZA Ann Arbor) founded by the late Carl Luckenbach, FAIA, and Archetype Incorporated, founded by Ron Thomas.

Dan managed the day-to-day operations of LZA Ann Arbor from 2000 to 2012, served as project manager for all of the firm's projects, maintained client relations and headed up the firm's sustainable design initiatives. Ron co-founded Archetype, Inc., where he built a successful architectural practice for 15 years until the firm was purchased by their biggest client MAVD, a real estate development company working in Michigan and Colorado. Ron served as Executive Vice President for MAVD, completing over twenty commercial development projects and numerous capital improvements during his tenure.

Starting in 2000, Dan and Ron developed a working relationship as MAVD and LZA Ann Arbor collaborated on MAVD's Michigan projects between 2000 and 2008. Ron joined LZA Ann Arbor in 2008 and during their time they worked on a diverse range of project types from large scale mixed-use projects, parking garages, libraries, higher education buildings, and corporate offices. When Carl closed his practice and retired in December of 2012, Edge Design Associates was the natural next step for Dan and Ron. While Ron runs the business side of the firm and spearheads the quality control activities on our projects, Dan serves as principal in charge of all of Edge's work.

In March of 2019, Heather Buffone, NCIDQ joined the firm as Associate Principal and Director of Interiors for all of the firms projects. Heather has over 22 years working in the profession specializing in interior design, interior finish selection and fixture, furnishings and equipment systems design and specification.

Edge provides architectural, planning, interior design and Owner's Rep. services for commercial and institutional clients. Whatever the challenge, our most rewarding projects share similar traits:

- Shared vision for success
- Team building collaborative approach
- Project leadership by firm principals

Over the life of the practice, the firm has identified a small number of preferred professional consulting firms to serve the specific needs of our clients. In almost every case, these firms, like Edge, render services under the direct supervision of a principal, ensuring the highest level of service and technical expertise.

AIA Huron Valley

Honor Award

Baker College
Royal Oak, MI

Baker College - Royal Oak, MI

Edge recently completed this award winning project for Baker College's

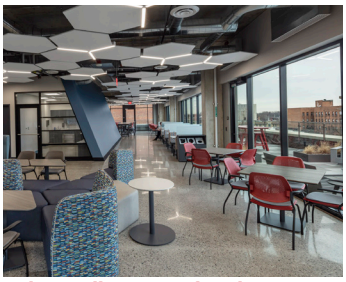
The DOT

In addition to the new parking structure, Edge designed new street improvements that enhance the pedestrian street experience along the entire city block

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Firm Information

Resumes



Baker College Royal Oak Campus

Key Personnel

Daniel P. Mooney, AIA, President of Edge, will be the primary liaison to the City of Birmingham for the duration of the contract. Dan is the authorized agent of the firm, and he will ensure all the necessary resources of the firm will be available to fulfill our duties in a timely and diligent manner. Dan will be in constant communication with the Team to make sure they have what they need to make the project a success.

Ron Thomas, AIA, is our QA/QC Officer. He will work behind the scenes with Dan to develop spreadsheets that monitor all the overall project budget and schedule. As an Owners Rep. for real estate developer MAVD for over a decade, Ron brings the unique perspective of the owner to our team. Ron will be especially helpful in monitoring the owners soft costs.

Heather Buffone, NCIDQ, Associate Principal and Director of Interiors will contribute her expertise in FF & E, IT, and A/V to the team as is necessary. Additionally, Heather will work with Dan to maintain project communication, record keeping, and hold the architect and CM accountable to project deadlines and gently nudge the owner to make timely decisions as well.

Ann Arbor District Library - Pittsfield Branch

The Top Ten Reasons why the Architects from Edge should be your Owner's Rep.

1. We understand the design and construction process from beginning to end
2. We have executed similar projects as the architect
3. We think ahead and proactively identify and minimize risk
4. We understand the Codes and can identify and minimize risk
5. We know relative construction costs and we proactively seek value
6. We have hired the CM/GC, we speak their language and understand their processes
7. We have specified and coordinated FF & E, IT, A/V and other owner related systems
8. We promote team work and focus on results not busywork to justify our fees
9. We are expert listeners, and we communicate in an easy going manner
10. We are a trusted ally to ALL Team Members

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Resumes

Daniel P. Mooney, AIA
President

734.588.2212 | dmooney@edgedesignassociates.com

Project Role: Owner's Representative/Project Manager

Dan has practiced as a principal for the last 23 years and has 35 years of experience in the profession. Dan's experience ranges from smaller scale projects such as sustainable branch libraries, car dealerships, LEED certified interiors projects, higher education laboratory renovations and tenant improvements; to large scale public projects, mixed-use projects, colleges and universities, corporate offices, structured parking, multi-family residential and health care projects. Prior to co-founding a firm, he served as principal at the Ann Arbor Studio of Luckenbach|Ziegelman Architects, PLLC.

While at Luckenbach|Ziegelman Architect's Dan was project manager of all of the firm's major work including the Malletts Creek Branch Library, the Pittsfield Branch Library, Library Lane Underground Parking Garage and South State Commons I, II and III.

Recent projects include Baker Colleges Royal Oak Campus, the DOT (The development of Troy) mixed use parking structure in Ferndale and the stair and elevator replacement at the Fourth & William Parking Structure in Ann Arbor as well as numerous project for the Ann arbor District Library.

Dan believes that every project should be led by a principal, to that end he is actively engaged in every project from beginning to end. He will work closely with the client, our consultant's, and the contractor or CM to manage the design and documentation process to ensure the design intent is carried out in a cost effective, efficient, and technically sound manner.

Selected Owner's Rep. Experience

Baker College – Royal Oak Campus
Royal Oak, MI

The DOT – Ferndale
Structured Parking/Retail/Office
Ferndale Michigan

Malletts Creek Branch Library
Ann Arbor District Library
Ann Arbor, Michigan

Pittsfield Branch Library
Ann Arbor District Library
Pittsfield Township, Michigan

Education

Lawrence Technological University
Master of Architecture

Lawrence Technological University
Bachelor of Architecture

Lawrence Institute of Technology
Bachelor of Science in Architecture

Registrations

Licensed Architect
State of Michigan
1301041248

Professional Activities

American Institute of Architects,
Detroit Chapter

Lawrence Technological University
Adjunct Faculty - Architecture
School 2024

Wayne County Community
College District
Adjunct Faculty – Sustainable
Environmental Design
2011 – 2017

Zoning Board of Appeals
Plymouth, MI
2011 - 2015

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Resumes

Education

The University of Michigan
Master of Architecture

The University of Michigan
Bachelor of Science in Architecture

Professional Activities

State of Michigan
National Council of Architectural Registration Boards

Ronald L. Thomas
Principal

734.834.7675 | rthomas@edgedesignassociates.com

Project Role: QA/QC Officer - Comptroller

Ron Thomas has practiced as a principal since 1990 and has over 40 years' experience in architecture and design. He has been principal-in-charge of diverse projects including schools, offices, governmental, and retail facilities. His work has ranged from major multi-building developments to renovation and tenant improvement projects. Prior to starting Edge Design, Ron was founding principal and owner of Archetype, Inc., and a principal with Luckenbach Ziegelman Architects, PLLC. In addition to regular architectural practice, he has served as owner's representative and program manager for MAVDevelopment, a local real estate investment company. While at MAVD he successfully completed numerous new mixed-use buildings and site development projects as well as other existing building improvements. The experience representing landlords and building operators has made him a skilled advocate for building efficiency and long term durability.

Selected Owner's Rep. Experience

South State Commons I
Ann Arbor, Michigan

Ross School of Business (Tenant)
South State Commons II
Ann Arbor, Michigan

South State Commons II
Ann Arbor, Michigan

Michigan Information Technology Center
(Tenant – South State Commons II)
Ann Arbor, Michigan

MERIT Networks
(Tenant – South State Commons II)
Ann Arbor, Michigan

South State Commons III
Ann Arbor, Michigan

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Resumes

Heather Buffone
Associate Principal | Edge Design Associates, Inc
248.496.6889 | hbuffone@edgedesignassociates.com

Project Role: **Administration, Interior Designer and FF & E Services/Coordination**
Project Coordinator

Heather has over 22 years working in the design industry and has worn multiple hats throughout her career including Project and Construction Management on both residential and commercial projects. She volunteers for Interior Designers Coalition for Change, has served as Secretary as well as providing design services to communities where there is a need and resources are limited.

In March of 2019 Heather joined Edge Design Associates as Associate Principal. Some of her notable projects include Baker College – Royal Oak Campus, Farmington Hills City Hall, Renovation and Addition, The Dot – Mixed Use Development (The Development on Troy) in Ferndale and Leader Dogs for the Blind in Rochester Hills.

Education

Lawrence Technological University
Master of Business Administration
in Nonprofit Management

Lawrence Technological University
Bachelor of Science in Architecture

Professional Activities

Certified Interior Designer
NCIDQ #25085

Selected Owner's Rep. Experience

Baker College – Royal Oak Campus
Program Manager
420 S. Lafayette Ave.
Royal Oak, Michigan

Baker College – Royal Oak Campus
A/V – Managed/Coordinated Installation
420 S. Lafayette Ave.
Royal Oak, Michigan

Baker College – Royal Oak Campus
FF & E – Managed/Coordinated Installation
420 S. Lafayette Ave.
Royal Oak, Michigan

Baker College – Royal Oak Campus
Art Work – Managed/Coordinated Installation
420 S. Lafayette Ave.
Royal Oak, Michigan

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Project Management Strategy/ Scope of Work

As your Owner's Representative we will incorporate our strategy for a successful project outcome which includes the following core principles:

- Explaining the process step by step
  - o Using words everyone can understand
- Fostering ongoing positive communication
  - o Listening and Learning
- Leveraging the strengths of each Team Member
  - o Promoting Win-Win Outcomes
- Promoting Ownership in the Process and the Outcome
- Insisting on accountability of each Team Member
  - o Respectful yet fun
- Monitoring the Budget, Schedule and Design at each step
- Anticipating and avoiding risk where possible
- Identifying risk and incorporating risk mitigation strategies
- Eliciting useful information that promotes informed decision making
- Explaining the process, Enjoying the process and laughing along the way

Project Management and Recording – Project Management and Recording will occur at all phases of the project, and we will work with the City to develop Project Management and Recording protocols that incorporate all of the items listed in the RFP without repeating the list here.

As your Owner's Representative we will focus on communication regarding two specific components during each phase. The first is the relationship between the three main entities of the project Team: the City/Owner's Rep., the Architect and the CM can be compared to a three legged stool, each relying on the other for support. As architects, Edge has the unique advantage of understanding all three 'legs' in the stool analogy. We know how to communicate with each entity in a manner that elicits respect, understanding and accountability and we will promote a positive relationship throughout the process. We know how to leverage the strengths of the architect and CM without being burdensome to the process or creating busy work to justify our fee. We can add value and make the process efficient and make the process enjoyable for everyone.

The second component we will relentlessly focus on is **Budget, Schedule and Design**. Just as the Project Team has three components like a stool, the project itself requires proper balance between the budget, the schedule and design. At all phases, every deliverable will be accompanied by a budget, a schedule and a set of design documents. As architects, Edge will ensure that each component will be developed to the same level of specificity at each phase, and incrementally enhanced at each phase to manage risk.

Early in the project we will review the existing documentation related to Budget, Design and Schedule, offer our opinion and work out a Management Plan to track the process from Day 1. Over time we have identified nearly 32 items related to owner's soft cost and we will pay close attention to ensure all items related to the true cost of the project are identified and

tracked, including a contingency for each item. We will leverage the expertise of the architect and the CM to further develop specificity for design, construction cost and schedule. Once the overall Project Cost Model is developed and approved we will watch it like a hawk.

Needs Assessment (Completion of Phase 1) – As we join the Team the Needs Assessment will be nearly complete and RFQ responses from architects will be due. We will add input where we can and advise the City as we immerse ourselves in the project.

Final Design, Cost Estimation and Plan Preparation (Concept Plans and the balance of Phase 2) – As your Owner's Rep we will assist and advise the City in a manner that will incorporate all of the items listed in the RFP without repeating the list here. Using our Management Plan, we will join Concept Plans Phase 2 and begin to track the progress including:

- Develop a cohesive and feasible plan
- Attend Ad/Hoc Meetings and City Staff Meetings on a Weekly or Bi-weekly basis
- Document the project goals and City's vision for the project and see it though
- Facilitate design development including interior, exterior, green space, amenities and owner FF & E components
- Facilitate and promote an environment that compiles relevant information that will allow the City to make informed decisions
- Advise and inform the City to understand potential risk and make wise choices
- Facilitate preconstruction services related to cost, schedule and design including conducting constructability reviews, overall project cost models, project phasing and developing a realistic final construction plan
- Develop a cash flow analysis
- Develop a and facilitate a design review process
- Develop and facilitate design and coordination of the Owner's FF & E components, cost and schedule coordination with the CM

Design Schedule Anomaly – Based upon the Project Timeline provided in Attachment F there appears to be a slow down or stoppage in design development between July 22 and September 16. This is valuable time that could be used more efficiently to advance the project and maintain the schedule. As your Owner's Rep we would investigate advancing the Architectural RFP to the pre-qualified architectural firms using selected content from the final report sent to the City (the pre-qualified firms could sign an NDA if necessary). Advancing the selection of the design professionals allows more time for Site Plan Approval, design development and reconciliation of the overall Project Cost Model between the City/Owner's Rep., the Architect and the CM. The main reason for doing this is to reduce risk and take advantage of the entire Project Team being able to coalesce behind the most preferred feasible scheme, confirm the Budget, Schedule and overall Cost Model.

Concept Plans and Construction Management Procurement – As your Owner's Rep, we would recommend pulling the CM procurement process forward and dovetailing the selection of the CM and the architect. Bringing both entities on board at the same time (or nearly the same time) will reduce risk, and foster teamwork. It is essential that we facilitate a process with the

architect and CM that advances the approved Concept Design in a cohesive manner; thereby reducing risk and collaboratively developing a Cost Model and Schedule that is realistic and reliable.

Bidding and Procurement – We have written the RFP/RFQ for Construction Managers (CM) and overseen the selection process many times and have relationships with qualified CM's who would be interested in working with us if we were selected as your Owner's Rep. We have managed the procurement process for hiring architects, engineers, furniture vendors, A/V contractors, equipment suppliers, art work, signage, and graphics. We have facilitated the bidding process for single bid packages, multiple bid packages and phased projects as well. We will manage and coordinate with franchise utilities as well.

Additionally, we have managed the procurement and installation of the Owner's FF & E components on many projects. We are adept at coordinating the bidding, installation and scheduling of the Owner's FF & E subcontractors within the schedule and work flow of the CM's schedule.

Construction Oversight Services – Construction oversight takes on two primary forms, oversight of the architect and CM for building construction including review of submittals, RFI's, change orders, payment applications and budget and schedule tracking to ensure the project runs smoothly, finishes on time and within the budget. The second component is management and coordination of the Owner's subcontractors for FF & E and other specialty contractors that require coordination with the CM. We will incorporate all of the items listed in the RFP without repeating the list here. Some of the most important components of Construction Oversight include the following:

- Assist and advise the Team throughout construction process to meet the project goals and objectives
- Assist with procuring permits and permissions necessary for construction
- Identify long lead items and advise owner regarding substitutions etc.
- Anticipate and identify risks and advise Owner
- Advise the Owner when unforeseen conditions are discovered
- Monitor and negotiate change orders
- Attend Owner/Architect/Contractor Meetings and document major issues
- Track the budget including expenses
- Review and approve invoices related to professional services
- Create a project closeout plan and Occupancy plan for tenants and the City

Project Closeout Services – We will monitor, coordinate and facilitate the project closeout services described in the RFP including the following major activities:

- Assist in creation of the punch list of outstanding items for completion
- Participate in final inspections/approval walk through to secure temporary and final occupancy
- Negotiate final payment with CM and closeout contract
- Close out professional service contracts

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Project Management Strategy/ Scope of Work

- Assist in securing as-built drawings, warranties, etc.
- Assist in owner/tenant move in and start up
- Manage call backs for 60 day post occupancy period

Work Scope Durations

Phase 1: Needs Assessment	One (1) Week
Phase 2: Concept Plans	Eight (8) Weeks
Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans	23 Weeks
Construction	78 Weeks (18 Months)

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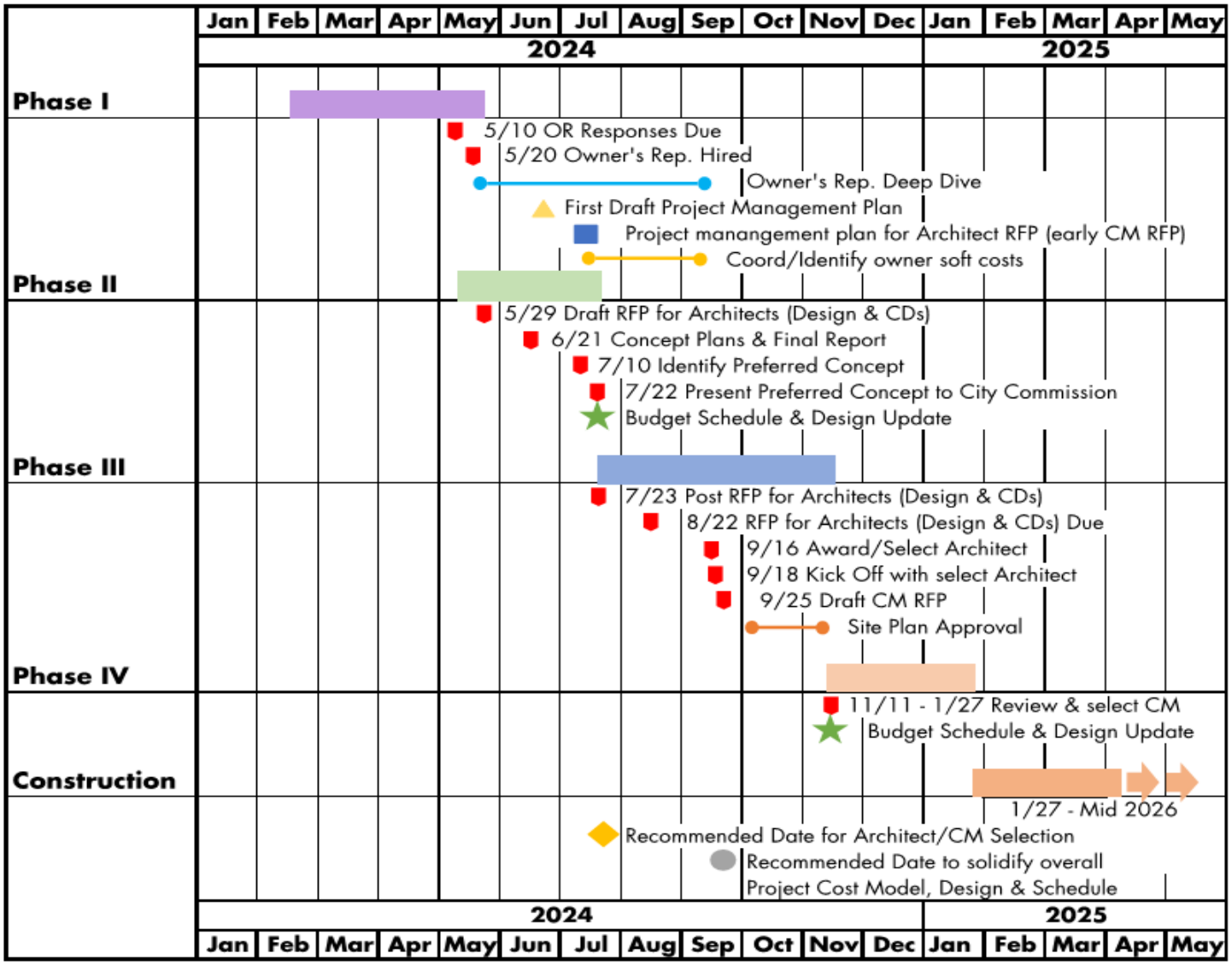
Project Timeline



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Completed Projects

Over the years we have had the opportunity to provide owners representative services to a number of our clients. In most cases the rapport we developed with the Owner early in the project led them to add these services to our contract; providing them with substantial savings over hiring a third party firm to provide these services. Our ability to work collaboratively with the construction manager and fulfill our contract while advocating for the owner resulted in a win-win for all parties. The Owner was rewarded with a project that was completed on time at the lowest possible and highest degree of functionality and quality. The key to this arrangement is honesty, transparency, communication and managing expectations. Early in the process the Team identified the goals of the project including design, cost and schedule. At each phase of development, the design, budget and schedule were refined and updated until the project was completed. See the sheets that follow.

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Completed Projects

State Commons I & II Ann Arbor, Michigan

South State Commons I
94,000 SF class A office - 4 Stories with parking under
Total site, core & shell development cost: $18.0 million
Architect of record Luckenbach Ziegelman Architects, PLLC

Project Roles
Owner's Representative Services Provided
Ron Thomas, AIA - Vice President, MAV Development –

Dan Mooney, AIA - Principal-in-charge for Luckenbach Ziegelman Architects, PLLC

Reference
Anthony Bango
734 474 3008 Cell
anthony@homebridgepc.com

Ron Thomas, AIA was the Owner's Rep. for this project.

South State Commons II
120,000 SF class A office and conference center - 4 Stories with parking and data center in lower level
Total core & shell development cost: $20.0 million
Architect of record Luckenbach Ziegelman Architects, PLLC

Project Roles
Owner's Representative Services Provided
Ron Thomas, AIA - Vice President, MAV Development

Dan Mooney, AIA - Principal-in-charge for Luckenbach Ziegelman Architects, PLLC

Ron Thomas, AIA was the Owner's Rep. for this project.

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Completed Projects

Ann Arbor District Library - Malletts Creek Branch

Project Owner
Ann Arbor District Library
Ann Arbor, MI

Malletts Creek Branch Library
14,000 SF new branch library
Designed to LEED Gold Certification
AIA Michigan Award for Sustainable Design
Architect of record Luckenbach Ziegelman Architects, PLLC

Project Role
Dan Mooney, AIA - Principal-in-charge for Luckenbach Ziegelman Architects, PLLC

Reference
Josie Parker, Former Library Director
josieisatbarn@gmail.com
734.330.6628 Cell

See Client testimonials for a client testimonial from Josie Parker, Retired Director of the Ann Arbor of the Ann Arbor District Library

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

Owner's Representative Services Provided by Dan Mooney
- Managed CM RFP/Selection Process
- Owner Advocate for Budget/Cost/Schedule
- Owner Coordination – FFE, IT, AV
- Commissioning/Project Closeout

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Completed Projects

Ann Arbor District Library - Pittsfield Branch

Project Owner
Ann Arbor District Library
Ann Arbor, MI

Pittsfield Branch Library
16,000 SF new branch library
Designed to LEED Gold Certification
Architect of record Luckenbach Ziegelman Architects, PLLC

Project Role
Dan Mooney, AIA - Principal-in-charge, Luckenbach Ziegelman Architects, PLLC

Reference
Josie Parker, Former Library Director
josieisatbarn@gmail.com
734.330.6628 Cell

See Client testimonials for a client testimonial from Josie Parker, Retired Director of the Ann Arbor of the Ann Arbor District Library

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

Owner's Representative Services Provided by Dan Mooney
- Managed CM RFP/Selection Process
- Owner Advocate for Budget/Cost/Schedule
- Owner Coordination – FFE, IT, AV
- Commissioning/Project Closeout

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Completed Projects

City of Ferndale - The Development on Troy (The DOT)

160,000 SF
4 Levels and 400 Spaces
9000 SF of Street Level Retail
25,000 SF Two-story Future Office Expansion above
Adjacent Parcel – 40-Unit Affordable Housing
Construction cost: $20,300,000
Design Architect/Design Consultant
Architect of Record – FSP Architects

Project Role:
Design Architect/Design Consultant
Dan Mooney, AIA - Principal-in-charge for Edge Design Associate

Reference
City of Ferndale
Joseph Gacioch
City Manager
300 East Nine Mile Road
Ferndale, Michigan 48220
248.546.2399
jgacioch@ferndalemi.gov

Construction Manager Reference
David Crosby, Jr.
Senior Project Manager
Colasanti Construction Services
586.388.0009 Cell
dcrosby@colasantigroup.com

See Client testimonials for a construction manager testimonial from David Crosby, Jr., Senior Project Manager, Colasanti Construction Services

Owner's Representative Services Provided by Dan Mooney
- Co-Author RFP for AE Selection
- Managed CM RFP/Selection Process
- Owner Advocate for Budget/Cost/Schedule
- Owner Coordination – FFE, IT, AV
- Commissioning/Project Closeout
- Owner Advocate/Consultant – Retail Build Out

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Baker College - Royal Oak Campus

Project Owner
Baker College
Royal Oak, MI

Project Components
College:
131,285 GSF -
65,000 SF - Higher Education Classrooms / Health Sciences / Student Services / Administration
7 stories with In-building parking

Project Roles:
Dan Mooney, AIA - Principal-in-charge for Edge Design Associate

Heather Buffone, NCIDQ Interiors Project Manager and Owner's Rep. FF&E

Owner's Representative Services Provided by Edge
Managed CM RFP/Selection Process
Owner Advocate for Budget/ Cost/Schedule
Owner Coordination – FFE, IT, AV
Commissioning/Project Closeout
Owner Advocate/Consultant

Date of Completion
Fall 2022

Construction Cost
Budget: $42,000,000
Final Cost: $41,350,000

Reference
Jacqui Spicer, EdD
President and CEO
Baker College System
420 S. Lafayette Ave.
Royal Oak, MI 48067
jacqui.spicer@baker.edu

Baker College consolidated three campuses into one landmark campus in Royal Oak, Michigan. Edge Design Associates provided full architectural services including programming, interior design, furniture, technology, A/V and was Owner's Rep. Designed and constructed during the pandemic, we navigated design, cost and schedule to produce an award winning project for Baker College that was on time and on budget.

Client Testimonial

Dan Mooney inherited the role of Owner's Rep. after the previous firm was terminated. Dan became a trusted advisor and was very proactive in this role. He explained things plainly and in layman's terms. He was always thinking three steps ahead, managing our risks and providing the advice necessary to make informed decisions. The project was completed on time and on budget. Our new Royal Oak Campus has become the flagship campus for Baker College.

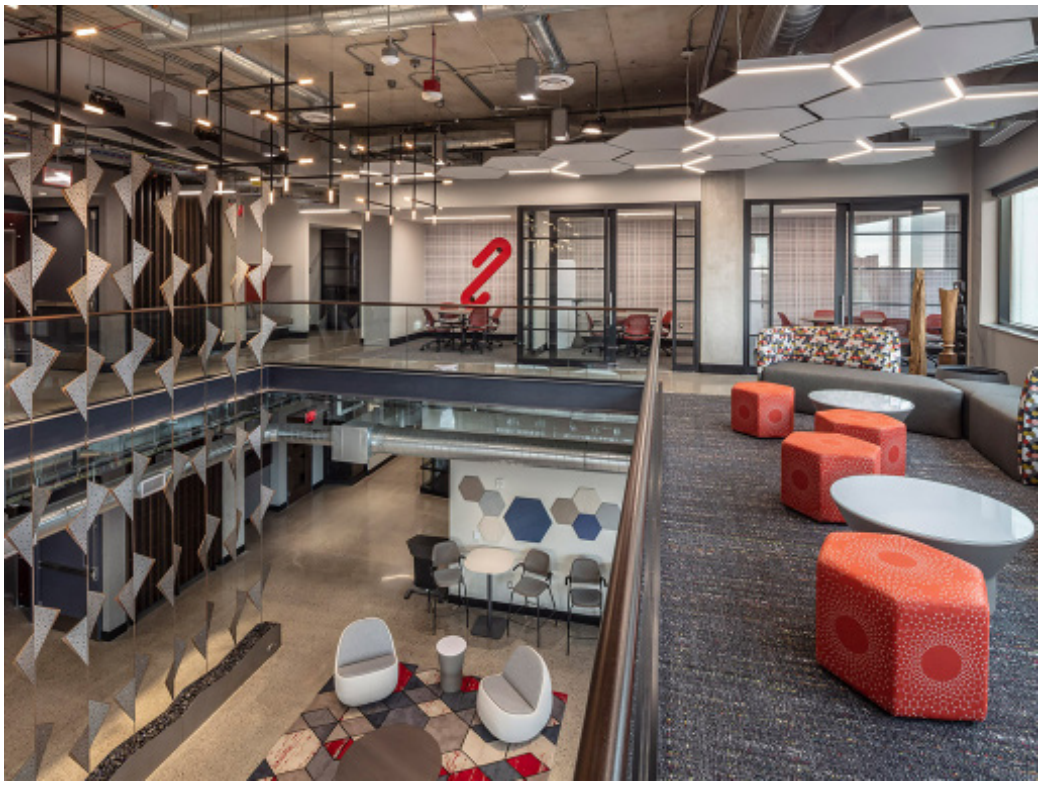
Early on in the construction administration phase of the project, Dan identified a particular clause in the Owner/CM contract (reviewed and approved by the previous Owner's Rep.) whereby the CM would receive 100% of the unused project contingency. Dan was instrumental in making sure the provisions of that clause was never reached. As a result, the unused contingency of nearly $1 million was returned to Baker College.

Sincerely,
Dr. Jacqui Spicer
President & CEO
Baker College

Edge DESIGN ASSOCIATES
Architecture | Planning | Interior Design

Completed Projects

Baker College - Royal Oak Campus



Project Owner
Baker College
Royal Oak, MI

Project Components
College:
131,285 GSF -
65,000 SF - Higher Education Classrooms / Health Sciences / Student Services / Administration
7 stories with In-building parking

Project Roles:
Dan Mooney, AIA - Principal-in-charge for Edge Design Associate

Owner's Representative Services Provided by Edge
Managed CM RFP/Selection Process
Owner Advocate for Budget/ Cost/Schedule
Owner Coordination – FFE, IT, AV
Commissioning/Project Closeout
Owner Advocate/Consultant

Date of Completion
Fall 2022

Construction Cost
Budget: $42,000,000
Final Cost: $41,350,000

Reference
Jacqui Spicer, EdD
President and CEO
Baker College System
420 S. Lafayette Ave.
Royal Oak, MI 48067
jacqui.spicer@baker.edu

Construction Manager Reference
David Crosby, Jr.
Senior Project Manager
Colasanti Construction Services
586.388.0009 Cell
dcrosby@colasantigroup.com

See Client testimonials for a construction manager testimonial from David Crosby, Jr., Senior Project Manager, Colasanti Construction Services

See Client testimonials for a testimonial from Anthony Bango, VP of Construction Services for Skanska.

4-11-2024

Josie B. Parker
10336 Marshall Rd.
South Lyon, MI 48178

734-330-6628
josieisatbarn@gmail.com

To whom it may concern,

RE: Dan Mooney

Dan is the person in the room who makes everyone comfortable and confident that the project will go well, and come in on time and on budget. My role was as Owner, and Dan and his team included me and my colleagues in all of the discussions along the way. Consequently, I always knew what was going on and what decisions needed to be made. Our working relationship developed so positively that we engaged his team for several projects beyond our first building which was recognized for its design and emphasis on sustainable building practices.

Sincerely,

Josie Parker
Retired Director,
Ann Arbor District Library

HOMEBRIDGE®
PRECAST, LLC

April 10, 2024

To Whom It May Concern

Re: Dan Mooney

It is with great enthusiasm that I write to you in support of Dan Mooney. I have collaborated with Dan at a professional level for over twenty-five years in my role as Vice President of Preconstruction for both Skanska Building, a multi-national, and The Christman Company headquartered in Lansing, MI. During that period, I saw him develop from a young enthusiastic architect to a leader of project teams. The thing that strikes me as unique about Dan is his constant drive to protect and advocate for his clients. In many cases, I learned that Dan authored the RFP for Construction Services and assisted the Owner in selecting a builder.

I worked closely with Dan on over a dozen projects, including the Ann Arbor Libraries – Malletts Creek and Pittsfield Branch library. We did extensive studies for the Main Library Building, including addition options, existing structure, mechanical and electrical systems, etc. We collaborated on South State Commons, Phases 1 & 2 for MAV Development located on South State St. in Ann Arbor. Phase 2 included a complicated data center. All these projects were delivered within budget and with delighted customers.

Dan and I were featured speakers at a US Green Building Conference. We presented Life-Cycle Analysis of Green Building Elements, such as green roofing systems, natural ventilation, daylighting, lighting selections, cork flooring, water conservation, and green building innovations.

I know the challenges presented on the Baker College Classroom Facility because we interviewed for the project. We were not selected to build the project, but I knew that the project was going to be extremely challenging. The desired scope did not match the capital budget allocation. About a year ago I toured the finished project and was hugely impressed with the facility. I believe that Dan Mooney's leadership and dogged determination was instrumental in getting Baker College over the finish line with a magnificent building.

Because of his knowledge as a registered Architect, Dan will bring much expertise to the role of Owners Representative, including understanding the planning, design, and construction process, building codes, architectural details and their relative cost, alternative systems and materials, project scheduling, contract language, bid packages, building high performance teams and his valued experience working with municipalities.

Please call me if you have any questions. Phone: 734-474-3008; email: anthony@homebridgepc.com

Sincerely,

Anthony M. Bango, President, Owner

5320 North Meadow Ct.
Ann Arbor, MI 48105

COLASANTI
CONSTRUCTION
SERVICES, INC.

24500 WOOD COURT
MACOMB TWP, MI 48042
P : 586 598 9700
F : 586 598 9661

To whom it may concern,

I have had the opportunity to work two back-to-back projects with Mr. Dan Mooney for nearly 7 years. In that time, he has become a trusted ally and a friend. The first project (The Dot), a $23 million mixed-use parking structure in Ferndale, Michigan, had an Owner that had never undertaken a large construction project before and the original Owner's Rep. was furloughed as the Prime Parking Consultant was going through some extreme internal structure changes. Additionally, the COVID pandemic was just starting. Dan fearlessly stepped forward to assist the Owner and the Prime Consultant, inheriting many of the duties vacated by the previous Owner's Rep. Dan was critical to the success of the project and an advocate for the Owner, advising them along the way, helping them remain calm, as we all navigated the uncharted waters of the pandemic. Dan was a fair and trusted advisor to all the stakeholders and especially proactive in helping the owner make decisions to keep the project on schedule.

The second project, Baker College of Royal Oak, originally started off with a large nationally known Owner's Rep. During pre-construction, the Owner (the COO of the College) became dissatisfied with them, believing they were not fulfilling the needs of the College. Although it was her first construction project, she was determined she would be able to take on this additional responsibility herself. As often things change, she was nominated and ultimately received the position of President and CEO of Baker College, but she had to get her Doctorate Degree first. In trying to manage her many roles at the College and attend to her doctorate studies, the project began to fall behind. Again, Dan Mooney courageously stepped forward, proactively assuming the role of Owner's Rep. and Architect. Although we struggled at first, with Dan's persistence he became an advocate for the owner, and the entire Project Team. He was especially patient with the Owner, explaining the process, identifying the risks and advising the owner in a manner that kept the project on track and in budget.

I highly recommend Mr. Dan Mooney for the role of Owner's Rep. for any future project and would be delighted to work with him and his firm again. Should the need arise, please feel free to contact me directly.

David Crosby, Jr.
Senior Project Manager
Colasanti Construction Services
586.388.0009 (Cell)
dcrosby@colasantigroup.com

Request for Proposals

Owner's Representative Services City of Birmingham - YMCA

Attachment A

Attachment B

Attachment C

Attachment D

Attachment E

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this 10th day of May, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) Edge Design Associates, Inc., whose address is 14609 Stonehouse Ave, Livonia, MI 48154, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

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 **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three 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 retain and use the results of all work completed by the Contractor through such date.

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

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors 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 Contractors 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 shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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 **$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to

the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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 Contactor 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
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
Daniel P. Mooney, AIA
President
Edge Design Associates, Inc.
14609 Stonehouse Avenue
Livonia, MI 48154

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 05.10.2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as

Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and 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: Daniel P. Mooney, AIA
Its: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 16 day of May, 2024, before me personally appeared Daniel Mooney, who acknowledged that with authority on behalf of Design Assoc. to do so he/she signed this Agreement.

Janet Douglas
Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 01/24/2026

JANET DOUGLAS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jan 24, 2026
ACTING IN COUNTY OF Wayne

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

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

Mark Clemence, Assistant City Manager (Approved as to substance)

ATTACHMENT B:

BIDDER'S AGREEMENT

FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

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)** **Daniel P. Mooney**	**DATE** **5.10.2024**
TITLE **President**	**DATE** **5.10.2024**
AUTHORIZED SIGNATURE 	**E-MAIL ADDRESS** dmooney@edgedesignassociates.com
COMPANY Edge Design Associates	
ADDRESS 24 Frank Lloyd Wright Drive, Suite H1800, P.O. Box 533, Ann Arbor, MI 48106	**PHONE** **734.558.2212**
NAME OF PARENT COMPANY N/A	**PHONE**
ADDRESS N/A	

ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	**BID AMOUNT**
Phase 2 (From Date of Appointment)	$63,480
Phase 3	$119,255
Phase 4	$404,430
TOTAL BID AMOUNT	$587,165
ADDITIONAL BID ITEMS	
	$
	$
GRAND TOTAL AMOUNT	$587,165*

*See Cost Proposal Clarifications – Our Proposal is based upon an Hours Budget that we will negotiate/confirm once the actual work scope has been agreed upon. The hours budget is based upon our experience with similar projects.

Firm Name Edge Design Associates, Inc.

Authorized signature

Printed Name Daniel P. Mooney

Date May 10, 2024

Cost Proposal Clarifications

Hourly Rates for the Duration of the Project

Project Manager	Daniel P. Mooney, AIA President	$155/hour
Comptroller	Ron Thomas, AIA Sr. Vice President	$155/hour
Project Coordinator	Heather Buffone, NCIDQ	$135/hour

Work Scope Durations

Phase 1: Needs Assessment	One (1) Week		
Project Manager	24 Hours/Week x 1 week	= 24 Hours x $155	= $3,720
Project Coordinator	16 Hours/Week x 1 week	= 16 Hours x $135	= $2,160
		Budget Total	$5,880

Phase 2: Concept Plans	**Eight (8) Weeks**		
Project Manager	24 Hours/Week x 8 Weeks	= 216 hours x $155	= $33,480
Comptroller	09 Hours/Week x 8 Weeks	= 72 hours x $155	= $11,160
Project Coordinator	12 Hours/Week x 8 Weeks	= 96 hours x $135	= $12,960
		Budget Total	$57,600

Phase 3: Final Site Plan & Design Review, Preparation of Construction Plans

	23 Weeks		
Project Manager	21 Hours/Week x 23 Weeks	= 483 hours x $155	= $74,865
Comptroller	02 Hours/Week x 23 Weeks	= 46 hours x $155	= $ 7,130
Project Coordinator	12 Hours/Week x 23 Weeks	= 276 hours x $135	= $37,260
		Budget Total	$119,255

Construction	**78 Weeks (18 Months)**		
Project Manager	21 Hours/Wk x 78 Weeks	= 1638 hours x $155	= $253,890
Comptroller	02 Hours/Wk x 78 Weeks	= 156 hours x $155	= $ 24,180
Project Coordinator	12 Hours/Wk x 78 Weeks	= 936 hours x $135	= $126,360
		Budget Total	$404,430
		Grand Total	$587,165

Reimbursable Expenses
Meals, Printing and Overnight Travel at our Direct Expense

ATTACHMENT D:

IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

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)** **Daniel P. Mooney**	**DATE** **5.10.2024**
TITLE President	**DATE** 5.10.2024
AUTHORIZED SIGNATURE 	**E-MAIL ADDRESS** dmooney@edgedesignassociates.com
COMPANY Edge Design Associates	
ADDRESS 24 Frank Lloyd Wright Drive, Suite H1800, P.O. Box 533, Ann Arbor, MI 48106	**PHONE** 734.558.2212
NAME OF PARENT COMPANY N/A	**PHONE**
ADDRESS	
TAXPAYER I.D.# 46-2624616	

ATTACHMENT E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

Please give the following information regarding your proposal:
1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: Ann Arbor District Library Contact Person: Josie Parker
Phone #: 734.330.6628 E-mail address: josieisatbarn@gmail.com
Approximate Combined Portfolio Value: _____

Name: Baker College Contact Person: Jacqui Spicer
Phone #: _____ E-mail address: jacqui.spicer@baker.edu
Approximate Combined Portfolio Value: _____

Name: City Ferndale Contact Person: Joseph Gacioch
Phone #: 248.546.2399 E-mail address: jgacioch@ferndalemi.gov
Approximate Combined Portfolio Value: _____

2. List states and categories in which your organization is legally qualified to do business:

Edge Design Associates, Inc. is a full architectural firm legally qualified to do business in the State of Michigan.

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:
   a. Had a contract terminated by a client for cause?
      No.
   b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?
      No.

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

We maintain a steady stream of architectural projects in various phases that are being taken care of by members of the firm that won't be assigned to this project. Daniel P. Mooney will be fully engaged on your project as his primary focus for the entire contract. Ron and Heather will support the project in a steady part time capacity to remain familiar with the project and they will become more involved when specific tasks require their expertise.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

We use various forms of software and management systems to maintain communication with the Project Team including all the Microsoft 360 products. Our preferred internet based management system is ProCore to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.). As your Owner's Rep. we will work with you and the Project Team to incorporate a common management system that is convenient and easy to navigate for everyone.

6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

Our philosophy regarding design, project budgets and scheduling is the sum of the following:

Project Budgets – Cost overruns are the number one cause of disputes between the Owner and the Construction Manager. Communication is the key to developing a reliable project budget. As your Owner's Rep., we encourage early planning between the architect, the builder (CM or trusted GC) and owner to develop a conceptual budget that gets refined as the project develops. Once the budget is determined we will identify the potential risks and recommend appropriate contingency to cover the risk them. From that point forward and through project closeout we proactively assess the known risks and be on the lookout for potential risks at every phase of the project to maintain the budget ceiling. We treat your budget as if it were our own. The four major components of a comprehensive budget include the following:

Construction Costs
- Line Item Budget
- (+/- 120 items)
- Contingency

Subtotal

FF & E Components
- Partial List/TBD
- Furniture
- IT
- A/V
- Equipment
- Computer
- Technology
- Contingency

Subtotal

Architectural/Engineering Fees
- Architectural
- Structural
- Mechanical
- Electrical
- Plumbing
- Specialty Consultants
- Contingency

Subtotal

Owner Costs
We have identified over
30 line items of owner costs
Subtotal

Renovations add a level of uncertainty that must be accounted for separately in the budget, including its own contingency. Projects with long durations require accommodation for escalation/inflation.

The City may have a general idea of the overall cost of the project based upon historical data, past projects or even available funding. The architect brings a level of expertise based upon previous project expertise and the CM can provide benchmarking of recently completed projects within the region. In addition to providing Owner's Rep. services, we have been the architect for several large scale projects with complex budgets that required acute sensitivity to the budget and an understanding of how the CM develops their cost models. This experience sets us apart from the non-Architect led Owner's Representatives. Quite simply, we know how to handle the CM from the architect's perspective while advocating for the Owner. As your Owners Rep we will foster open communication to balance design goals, programmatic needs, durability with the project cost and advise you of your options. The Project Budget will be continually monitored, refined, and updated over the life of the project.

Project Scheduling – Funding, approvals, entitlements, design and construction methodology all impact the duration of a project. As your Owner's Rep. we will collaborate with you, the architect and the CM to jointly develop a realistic project schedule. The key to a successful project is to promote ownership in the process and hold each entity accountable for deliverables so the project evolves in a timely and efficient manner.

Quality Control – As practicing architects, we understand quality control and we have the potential to review the design documents and construction documents in an in-depth and thorough manner that cannot be matched by the non-architect led Owner's Rep. We know what we are looking at and we know what the architect should have on their drawings in their specifications and what they should be looking for. We literally have a second set of eyes on your project.

Design – While not a directly related to the question, design and the design process has a significant impact on an accurate budget and maintaining a project schedule. As architects, we are uniquely qualified to manage the design process while advocating for the Owner. We know what the architects need to accomplish, and we know how to hold them accountable, and we can tell if they are on schedule or not. This separates us from the non-architect Owner's Rep.

Design, Budget and Schedule – All three components need to be addressed at every juncture and on a continuous basis so the owner can make informed decisions. As the design evolves, the budget and schedule are updated. The architect must provide the appropriate level of detail for the CM to accurately price the project. The owner needs to provide timely decisions to maintain the project schedule. The Owners Representative continuously monitors the progress and ensures all three entities are on the same side.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

As practicing architects, we are intimately familiar with the Michigan Building Code, NFPA Life Safety Code, and all regulations promulgated by the State of Michigan. We are also familiar with

all local regulations with regard to zoning, entitlements and any other regulations that may be encountered with the proposed project. In addition, architects are required to obtain continuing education credits related to sustainable design and the life safety and welfare of building occupants in general. Many of these topics include the code requirements, design trends and technology related to community buildings.

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

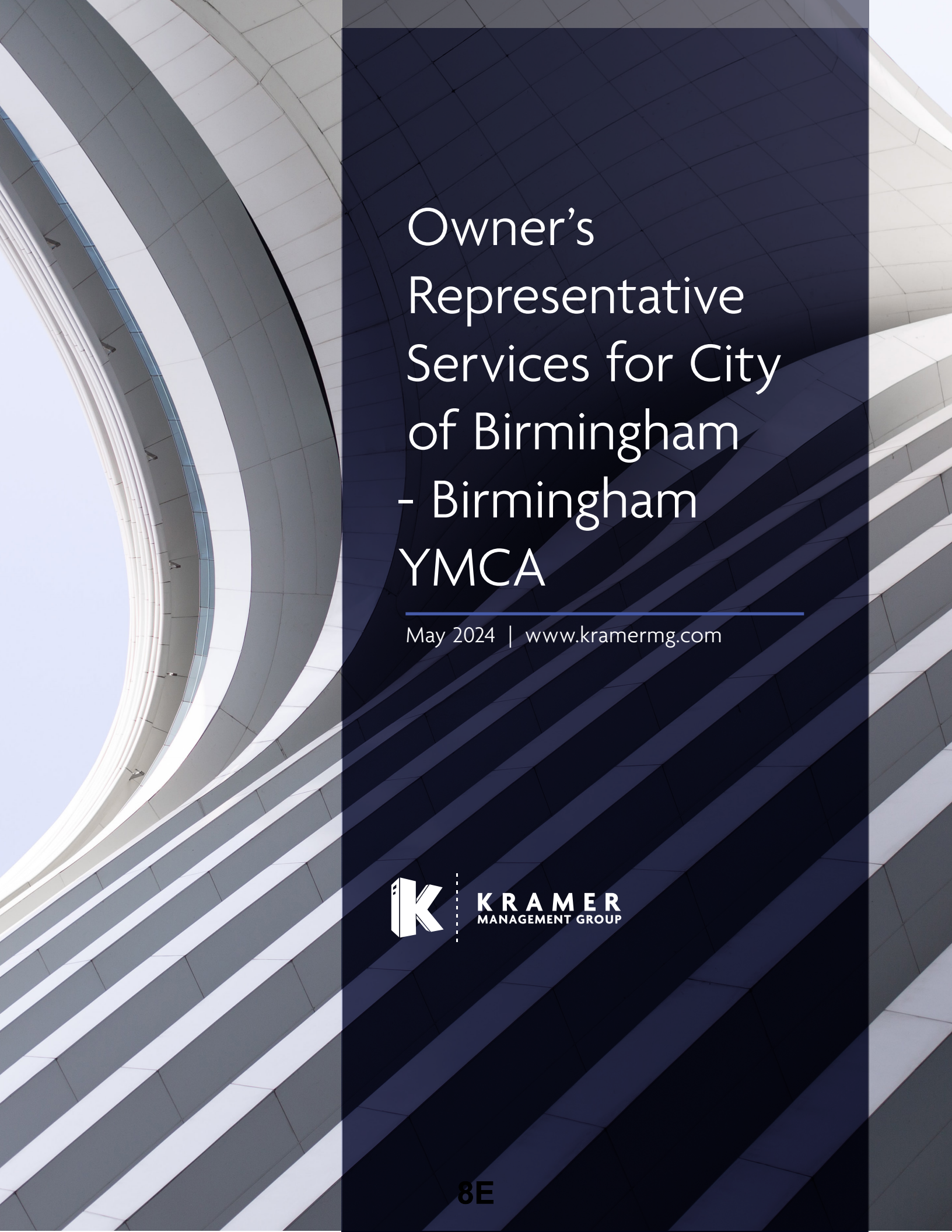
We can tailor our level of on-sight observation/supervision of the project to meet your needs. In our experience, weekly meetings on site will augment the contractual obligations of the architect and maintain the decision-making requirements to allow the CM to maintain their construction schedule. Aside from on-sight meetings, off-site meetings with the Owner's Team to manage and coordinate owner related items such as A/V, technology, FF & E and move manage so that it coincides with construction is also required on a weekly basis.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

Over the years we have had the opportunity to provide owners representative services to a number of our clients. In most cases the rapport we developed with the Owner early in the project led them to add these services to our contract; providing them with substantial savings over hiring a third party firm to provide these services. Our ability to work collaboratively with the construction manager and fulfill our contract while advocating for the owner resulted in a win-win for all parties. The Owner was rewarded with a project that was completed on time at the lowest possible and highest degree of functionality and quality. The key to this arrangement is honesty, transparency, communication and managing expectations. Early in the process the Team identified the goals of the project including design, cost and schedule. At each phase of development, the design, budget and schedule were refined and updated until the project was completed.

The Top Ten Reasons why the Architects from Edge should be your Owner's Rep.

1. We understand the design and construction process from beginning to end
2. We have executed similar projects as the architect
3. We think ahead and proactively identify and minimize risk
4. We understand the Codes and can identify and minimize risk
5. We know relative construction costs and we proactively seek value
6. We have hired the CM/GC, we speak their language and understand their processes
7. We have specified and coordinated FF & E, IT, A/V and other owner related systems
8. We promote team work and focus on results not busywork to justify our fees
9. We are expert listeners, and we communicate in an easy going manner
10. We are a trusted ally to ALL Team Members



Owner's Representative Services for City of Birmingham - Birmingham YMCA

May 2024 | www.kramermg.com

KRAMER
MANAGEMENT GROUP

8E

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01

Cover Letter

KRAMER
MANAGEMENT GROUP

May 10, 2024
Ms. Jana Ecker
City Manager
151 Martin Street
Birmingham, MI 48009

Re: Owner's Representative Services Proposal

Dear Ms. Ecker,

I can't thank you enough for the opportunity to present the qualifications of Kramer Management Group to assist you in the management of this very exciting project. I am very confident that our team at KMG is very well suited to help guide you through the many tasks necessary for a project of this scale and complexity. With great opportunity comes great responsibility. Our team is perfectly well prepared to assist you throughout this project with great success.

Simply put: This is exactly what we are built to do!

We take a team approach with all our projects. That includes not only the Owner's side of the fence, but also those of all stakeholders. We have learned that close collaboration and teamwork with our design and construction partners, as well as the many vendors and suppliers that support our projects is the best path to success. The industry has become more and more collaborative and integrated than ever before, and our team helps guide that diverse group of business interests under clear leadership and organizational discipline. Our team members are ready to begin work with you immediately and help guide this project to completion.

The core purpose of the Kramer Management Group is "To provide Leadership, Expertise, and Guidance to Construction Owners, ensuring their greatest return on investment". That says a lot, but it truly represents what we bring to our clients. Our approach as an Owner's Representative is to serve as a seamless extension of the Owner's internal staff, providing expertise in the areas of Development, Financial Management, Design and Construction, as well as activation of the finished asset. By selecting Kramer Management Group, your best interests will be well represented throughout all phases of the project. In this proposal, we hope to demonstrate that Kramer Management Group is the right choice for you for the following reasons:

1. Our team's experience in delivering complicated projects of this size and larger throughout Michigan and doing so with the greatest level of success.

2. Our experience working with Municipalities such as the State of Michigan, City of Lansing and its Board of Water and Light, Ingham County, and multiple other public entities.
3. Our highly qualified team members are well versed in all tasks and responsibilities.
4. Our team takes our role as your representative very seriously and will work diligently to ensure your best interests are secured at every phase of the project.

Foremost in the value you will receive from Kramer Management Group is that we will do whatever it takes to make your project a success. If there is any need on behalf of the owner, we will provide the proper resource to meet that project requirement on your behalf. Our handpicked team of leaders will give you exactly what you need on this project and support you in achieving all your goals.

We look forward to sharing the credentials of our team with you and discussing how we may best help you manage this great project.

With sincere appreciation for the opportunity,

Peter W. Kramer

President
Kramer Management Group, Inc.

02

Company Profile

KRAMER
MANAGEMENT GROUP

COMPANY PROFILE

Name of Firm
Kramer Management Group, Inc.

Date of Incorporation
Endorsed by the State of Michigan March 12, 2010

Organizational Structure
Sub S Corporation

EIN
27-2156098

Point of Contact

Peter W Kramer, President

1305 S. Washington Ave, Suite 101
Lansing, MI 48911
517-719-4006 cell
517-7999-9196 ofc.
517-999-9292 fax
Pete.kramer@kramermg.com

Firms Address

1305 S. Washington Ave
Suite 101
Lansing, MI 48911

Representation of Good Standing

Kramer Management Group is in good standing with the State of Michigan, and all governmental units therein. All necessary licenses, permits, certifications, approvals and authorizations are fully in place for the faithful performance of obligations in connection with this RFP.

03

Executive Summary

KRAMER
MANAGEMENT GROUP

EXECUTIVE SUMMARY

The primary element of providing Owner's Representative services, is to allow the Owner to focus their critical internal resources on their current operational responsibilities. Most clients we serve are running municipalities, public institutions, major corporations, healthcare organizations, or are private developers of complicated projects. Regardless of their business practice, their daily obligations of running their business are complex and very demanding. Adding the management of a major capital project to their daily obligations poses great risk, beyond those of the project itself. Our approach is to directly serve as an extension of the owner's internal staff resources as if we are an integral member of their team. Our decision-making process, reporting process, and commitment to the organization are exactly as it would be if we were their permanent employees. By maintaining that focus, our role is made clear. We have no conflicts of interest.

With this focus in mind, we plan to analyze your project from every aspect, and develop a comprehensive program management plan that best delivers the project expediently, and most cost effectively. We will evaluate every aspect of the project and use our project delivery experience to establish a work plan that best meets the goals and objectives. We are very accustomed to doing this with our architectural and construction partners, and they appreciate the guidance and leadership we provide to their delivery methods.

Your requested scope of work is very well defined and is in keeping the standard of care we provide to all our customers. Our team is well versed in all the stated tasks, and we will exceed your expectations.

Our scope of services aligns with the contractual obligations set forth in the provided Agreement and we have executed that with few modifications.

04

Completed Projects & Experience

KRAMER
MANAGEMENT GROUP

COMPANY EXPERIENCE AND REFERENCES

KMG has a broad range of experience with public owners and municipalities. With over $4 Billion in construction projects managed by KMG over the last 20 years, our experience is significant.

The following projects are but just a few of the many we have performed successfully for our customers, and are provided to demonstrate the level of professional services we provide on a regular basis.

Our customers include:

- *State of Michigan*
- *Michigan State Senate*
- *City of Lansing*
- *Ingham County*
- *Michigan State University*
- *Lansing Board of Water and Light*
- *Wayne State University*
- *McLaren Healthcare Corporation*

Just to name a few. Please review the following pages for examples of our successful projects.

CORPORATE CAPITAL

MCLAREN HEALTHCARE CORPORATION

When McLaren set out for a long-term, corporate capital improvement, they engaged with KMG to provide support. KMG was tasked with the implementation and management of nearly $1.5 Billion in projects spanning eight years. Since the beginning of the partnership, KMG managed over 75 projects ranging from $500,000 to $601M. Our engagement allowed McLaren Healthcare to continue their internal focus on managing corporate healthcare operations while relying on Kramer Management to successfully manage their capital improvement program. By applying unique project delivery methods, value management techniques, and risk management tools we were able to deliver these projects on time and on budget. The choice to re-engage with KMG for their most recent, important McLaren Lansing campus was a direct result of the success and trust relationship built throughout the eight years.

PROJECT HIGHLIGHTS

Project status:
Various stages of Development, mostly completed between 2015-2022.

Services provided:
Real Estate Consulting, Program Management, Owners Representation

KMG Staff:
Pete Kramer, Mike Morgan, Dan Rooney, Matt Krupa, Carrie West, Catherine Tome, Russ Burt

Basis of compensation:
Hourly Reimbursable Billing Rates

Design & construction completed key project successes:
These projects utilized Design Build, Construction Manger at Risk, General Contracting, or CM Agency delivery methods, each achieving their budget and schedule goals with great success.

Contact information:
Daniel Medrano
McLaren Healthcare Corporation, VP Corporate Facilities
810-342-2553
daniel.medrano@mclaren.org

Contractors:
Multiple contractors engaged under various delivery methods such as Design/Build, CM, and General Contracting. Select firms include: Barton Malow, Christman, Granger, Auch, Roncelli, Clark, Siweck, Sorensen Gross.

A/E professionals:
Smith Group JJR, Gresham Smith Partners, Harley Ellis Deveraux IDS, AECOM, Callison RTKL, Hobbs and Black, Stucky Vitale, IMEG.

Eight Years - Over 75 Projects
$1.5 Billion Delivered Successfully

Macomb
$68M Addition
Completed: 2022

Port Huron
$157M Addition & Renovation
Completed: 2021

Lapeer
$27.5M Addition
Completed: 2021

Corporate Headquarters
$25M New Construction
Completed: 2017

Karmanos Weisberg
$47M Addition & Renovation
Completed: Summer 2022

Northern MI
$158M Addition & Renovation
Completed: 2021 & 2023

West Branch
$129M Renovation
Completed: 2020

Lansing Health Care Campus
$601M New Construction
Completed: 2022

"Kramer Management Group's superb performance as McLaren's Owner Representative has been instrumental in the implementation of nearly $1.5 billion of total system capital projects."

- Daniel Medrano, VP Corporate Facilities

STATE SENATE OFFICES

STATE OF MICHIGAN

The KMG team served as the Owner's Representative for the Michigan State Senate for their relocation to the Capital View Office Building. The Senate was previously located in the Farnum Building downtown Lansing. Under a purchase agreement with a private developer, the Senate purchased 7 floors of the existing Capitol View Building. KMG managed the design and construction activities for this relocation on beehalf of the Senate and coordinated all activities with teh Developer, Architect, Construction Manager, and multiple state agencies. This building now provides space for 30 senator's suites, along with multiple hearing rooms and conference rooms for the operation of all senate business. Additionally, all business office functions will relocate to this facility so that all activities of the senate can be co-located. KMG also coordinated all furniture, technology, security, surveillance and food service equipment installations for the Senate. The project was completed in December 2016

PROJECT HIGHLIGHTS

Project status:
Completed 2016

Delivery Method:
CM

KMG Staff:
Pete Kramer, Mike Morgan, Russ Burt, Catherine Tome

Project Value:
$22M

Owner:
State of Michigan
Jordan Hankwitz
Chief Strategy Officer
Stunio
jordanchankwitz@hotmail.com
231-690-0384

Constructor:
Clark Construction

Design professional:
Saroki Architecture

NEW JUSTICE COMPLEX

INGHAM COUNTY

The Ingham County Justice Complex is a new construction project consisting of a Sheriff's Office, Jail, and District Court. KMG was engaged as the Owner's Representative after a feasibility study was conducted under the previous Sheriff's administration was used to secure the millage approval. Our team immediately led the effort to identify and organize a steering committee comprised of representatives from each of the stakeholder groups to identify program needs within the bounds of hte project budget identified as millage funds. Kramer Management has managed the selection process for the architect, all consultants, and the construction manager. We worked directly with the County legal and purchasing departments to develop all contrats for the project on behalf of the County. KMG also led the procurement effort for all owner provided components including FF&E, owner vendors, services, and internal groups such as IT and communications. The project was constructed on the same site as the existing complex, so careful consideration was taken in identifying a project apprach that would ensure o perations were not affected by construction both prior to and after the County's transition to the new facility. The project utilized a delivery method that included early procurement of a construction manager and design assist partners to ensure budget and schedule needs of the project were closely monitored and achievable.

PROJECT HIGHLIGHTS

Project status:
Completed 2023

Delivery Method:
CM

KMG Staff:
Pete Kramer, Mike Morgan, Tom Shanley, Carrie West

Project Value:
$79M

Owner:
Ingham County
Scott Wriggelsworth
Ingham County Sheriff
swriggelsworth@ingham.org
517-676-8205

Constructor:
Granger Construction

Design professional:
BKV Group

HACO OFFICE RENOVATION

LANSING BOARD OF WATER AND LIGHT

The Haco Drive office building was managed entirely by Kramer Management Group. For this project, KMG served as the Owner's Representative from the initiation phase of the project through final occupancy. KMG managed the architect selection process and developed all design contracts on behalf of the BWL. Our team led the development of the space program and overall design of the project to ensure the job was delivered within the authorized budget.

KMG provided substantial benefit to the BWL by also serving as the Construction Manager (agent) managing multiple trade contractors in teh delivery of the project. All trade contracts were bid and awarded in accordance with the BWL's purchasing policies and contracts were held directly between the BWL and the contractors. This method saved over $500k in added expense for CM or General Contracting fees and insurances, and each contractor was insured and bonded directly to the BWL and allowed the project to be completed within a high quality level and within budget. This project required the complete demolition of all interior construction elements and demolition of an existing 2 story structure that was no longer needed. State of the art design elements such as conference rooms, athletic facilities, break areas, technology, and office furniture were incorporated to make this a great work environment.

PROJECT HIGHLIGHTS

Project status:
Completed 2015

Delivery Method:
Multi-Prime

KMG Staff:
Pete Kramer, Mike Morgan, Russ Burt, Catherine Tome

Owner:
Lansing Board of Water and Light

Dick Peffley
General Manager
rrp@lbwl.com
517-702-6210

Constructor:
Kramer Management Group

Design professional:
Mayotte Group

Project Value:
$12M

GRAND RAPIDS RESEARCH
MICHIGAN STATE UNIVERSITY

At the time, the GRRC was the largest off campus capital investment by MSU. To meet funding goals established by the MSU Administration, College of Human Medicine, and available Philanthropic efforts, KMG worked closely with MSU's infrastructure, planning and facilities engineers to establish quality standards that incorporated private sector best practices, with LEED/Sustainability goals to achieve a price point that allowed MSU to maximize their investment.

The result was a highly efficient, but cost effective off campus development completed under budget and on schedule. Incorporating Design Assist negotiated contracts for critical elements allowed target value design methods to be applied with great success.

PROJECT HIGHLIGHTS

Project status:
Completed 2017

Delivery Method:
CM

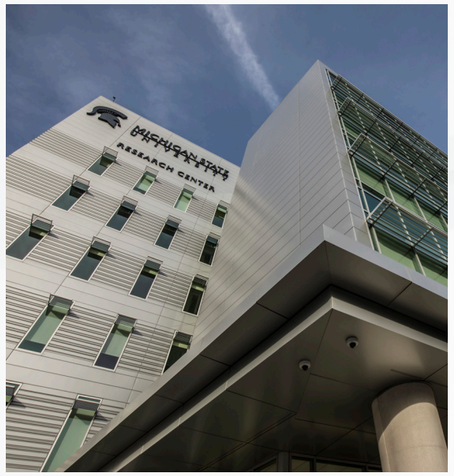
KMG Staff:
Pete Kramer, Mike Morgan, Russ Burt

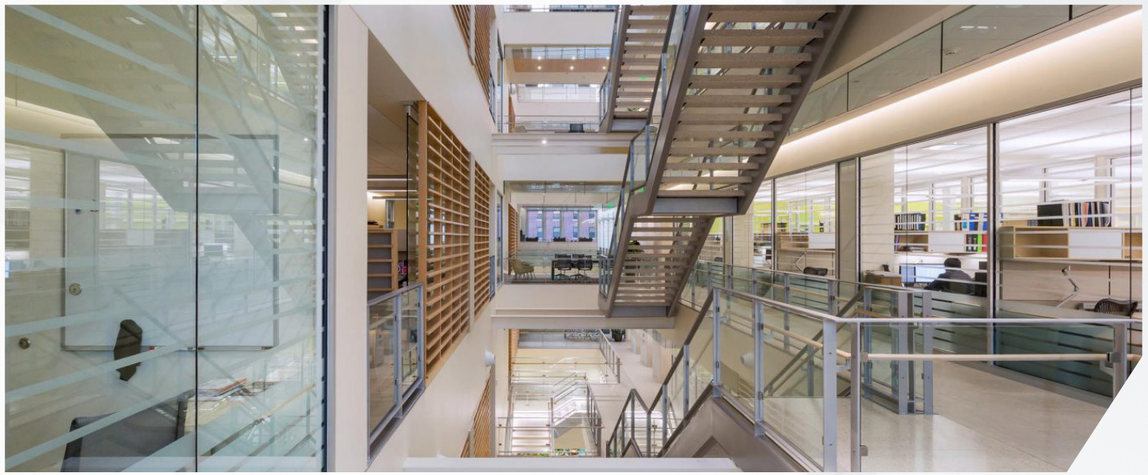
Owner:
MSU Board of Trustees

Richard Temple, AIA LEED AP
Office of Health Sciences
Director of Facilities
and Real Estate
616-234-2603

Constructor:
Clark-Rockford

Design professional:
SmithGroup





REO TOWN PLANT & HEADQUARTERS

LANSING BOARD OF WATER AND LIGHT

Lansing Board of Water and Light (BWL) entrusted the Kramer Management Group with the new construction of the $182M Reo Town Plant and Headquarters, completed in 2013. KMG served as the Owner's Representative for BWL, establishing the entire program management plan and identifying optimal delivery methods for each project component. The resulting campus consists of a new natural gas fired power generation system providing 110MW of electricity and 300,000 pounds per hour of steam to the city of Lansing as well as a 50,000 square foot headquarters building. KMG utilized Construction Management delivery methods for the construction of the main power plan, General Contracting methods for the corporate offices, and Design Build methods for the new Steam Trestle across the Grand River. This project also included the historic restoration of the former Grand Trunk Railroad Depot originally constructed in 1902. A complete resotration of this facility was completed and now serves as a premier community asset and a key component of the revitalization of the Reo Town neighborhood. KMG oversaw every stage of the project, from multiple RFQ/RFP process for all engineering and architectural services and construction services to the prodcurement of more than $70M in major equipment. Always keeping the client's investment in mind, KMG was able to save the BWL more than $10M in additional fees and markups.

PROJECT HIGHLIGHTS

Project status:
Completed 2013

Delivery Method:
CM

KMG Staff:
Pete Kramer, Mike Morgan, Catherine Tome

Owner:
Lansing Board of Water and Light

Dick Peffley
General Manager
rrp@lbwl.com
517-702-6210

Constructor:
Christman

Engineer Plant:
Burns and Roe

05

Team Member Qualifications & Experience

KRAMER
MANAGEMENT GROUP

PROJECT TEAM QUALIFICATIONS & EXPERIENCES

Kramer Management Group, Inc. is a privately-owned Michigan corporation formed in 2010 in Lansing, Michigan. Pete Kramer founded the company after delivering successful construction projects as a principal and owner at a large construction management company, wanting to bring construction management and development experience directly to the Owner's and Developers of major projects. Prior to that Pete served as an officer in the US Army for 12 years where leadership and teamwork were the foundation of his early career development.

Kramer Management Group is currently serving as Owner's Representative on active construction projects totaling over $1.5 Billion. Our projects range from small projects, to programs over $600,000,000.

The expert resources at Kramer Management Group have collectively delivered over $4 Billion worth of construction projects over the last 20 years as Construction Managers and Owner's Representatives and have been directly involved with some of the most challenging and significant construction projects throughout Michigan. The company's expertise spans nearly every major construction market including Hospitality and Entertainment, Higher Education, Healthcare Power Generation and Infrastructure, Municipal Facilities, Government offices, and K-12. This experience provides us with a great database for relevant project data such as costs, schedules, and delivery methods which can be applied to your project with confidence. We are also very familiar with the qualifications of virtually every Architectural firm and Construction Management firm across the state and nationally, including those already selected for your project. This experience and familiarity with the marketplace affords us the ability to provide well-informed recommendations to your team. More importantly, being a firm experienced across all areas of Michigan, we are very familiar with all of the relevant trade contractors for projects like yours and understand the current market risks that exist today.

Assigned to this project are the following key resources:

Pete Kramer
President

Mike Morgan
Senior Vice President

Brian Deming
Vice President

Tom Shanley
Project Director

Russel Burt
Quality Control & Schedule Mgmt.

Carrie West
Project Coordinator

TEAM INFORMATION

EXPERIENCE AT A GLANCE...

HEALTHCARE...

- Over $1.5B in Projects Delivered
- 75 Projects across Michigan
- Served as Owner's Developer for new Campuses as well as expanded ones

MUNICIPAL

- $3.3B Renovated
- Parking
- Historic Renovation
- Entertainment Venues

K-12...

- At least Seven school Districts Partnered
- Projects Include:
  Athletic Facilities
  Performing Arts
  Event Centers

PROJECT TEAM QUALIFICATIONS AND EXPERIENCE

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PROJECT TEAM

Pete Kramer
President

- 30+ years of experience with major developments
- Development, Project Delivery Methods, and Contract Risk Management

Mike Morgan
Sr. Vice President/Project Planning

- 25+ years Construction Management experience
- Specializes for pre-construction planning and value management.

Brian Deming
Vice President / Director

- 25 years managing projects of all types
- Expert in Project Delivery and Team Building
- Experience in municipal work
- Responsible for oversight of all Owner's Representative services.

Tom Shanley
Project Director

- 20+ years experience managing complex construction projects.
- Highly collaborative leader with Facility Management Experience

Russel Burt
Quality Control & Schedule Mgmt.

- Technical expert in field operations and quality control
- Ability to spot nonconforming work before it's too late
- Highly collaborative with construction management teams to build teamwork and cooperation on the jobsite

Carrie West
Coordinator

- Leads KMG's procurement tracking and expediting team
- Specializes in all aspects of supply chain management
- Positive Attitude that's contagious for all team members
- Financial Management Specialist

06

Work Plan & Approach Timeline

KRAMER
MANAGEMENT GROUP

SCOPE OF WORK

Kramer Management Group understands what is required to successfully manage your project and we have assembled a team of extremely experienced staff ready to support each of the tasks specified. While the project is still being evaluated for the final scope and budget, our services are not dependent on that decision being made at this time. Whether the project is a renovation of the existing facility, the demolition of the facility and construction of a new one, or a combination of the two does not change our approach or our anticipated scope of services. Our proposal to you will be consistent with either approach. There will likely be modifications to the project schedule, and therefore the duration of time spent by our staff will need to be finalized once the scope of the project, and overall duration are finalized.

We have evaluated the information provided in the RFP, and are anxious to see the work product NORR is putting together for the feasibility Study. Our first task will be to focus on the multiple options provided to your ad hoc committee, and help you evaluate your options, and determine the best path forward for your project.

We have reviewed the entire scope of work as stated in the RFP and accept all the stated responsibilities without exception. Our standard services provide all of that and more.

To further demonstrate our understanding of the basic services necessary, we have taken the task list you provided and using our experience with similar projects, have prepared a more detailed schedule showing what we believe to be a likely work plan from now through final completion and close out activities for the project. We understand that this does not line up exactly with your timeline, but we feel this detailed schedule provides the proper durations needed to plan and design the project, while expediting construction activities to complete the work as soon as reasonably possible.

A detailed project schedule is provided on the following page.

Task Name	Start	Finish
Phase 2	**5/10/2024**	**7/22/2024**
Owner's Rep Procurement	**5/10/2024**	**5/20/2024**
Owner's Rep (OR) RFP Due	5/10/2024	5/10/2024
OR Contract Award	5/20/2024	5/20/2024
Concept Design	**6/19/2024**	**7/22/2024**
Review 90% Report by Norr	6/19/2024	6/19/2024
Final Report Due	6/21/2024	6/21/2024
Evaluate Options and Select Concept	6/24/2024	7/10/2024
Final Concept Presented to City Commission	7/22/2024	7/22/2024
Phase 3	**5/16/2024**	**4/7/2025**
A/E Procurement	**5/16/2024**	**9/18/2024**
Architect / Engineer (A/E) RFQ Due	5/16/2024	5/16/2024
OR review A/E RFQ	5/22/2024	5/22/2024
Short List A/E	5/29/2024	5/29/2024
Draft A/E RFP	5/29/2024	5/29/2024
Issue A/E RFP	7/23/2024	7/23/2024
A/E RFP Due	8/22/2024	8/22/2024
OR Review A/E Proposals	8/23/2024	8/28/2024
Shortlist A/E Interviews	8/29/2024	8/29/2024
A/E Interviews	9/4/2024	9/4/2024
Recommend A/E Contract to City Commission	9/16/2024	9/16/2024
A/E Contract Award	9/18/2024	9/18/2024
Design Period	**9/19/2024**	**4/7/2025**
Schematic Design (SD)	9/19/2024	10/30/2024
SD Review and City Commission Approval	10/31/2024	11/18/2024
Design Development (DD)	11/19/2024	1/13/2025
DD Review and City Commission Approval	1/14/2025	1/20/2025
Construction Documents for Bidding	1/14/2025	4/7/2025
Phase 4	**4/8/2025**	**10/27/2026**
General Contractor (G/C) Procurement	**4/8/2025**	**5/19/2025**
Issue CD Drawings for Bidding	4/8/2025	4/8/2025
Bid Period	4/9/2025	5/6/2025
G/C Bids Due	5/7/2025	5/7/2025
Post Bid G/C's	5/8/2025	5/14/2025
G/C Recommendation to City Commission	5/19/2025	5/19/2025
Construction	**5/20/2025**	**9/7/2026**
Procurement/Shop Drawings	5/20/2025	6/30/2025
Construction	7/1/2025	8/24/2026
Closeout/Punchlist	8/25/2026	9/7/2026
Owner Occupancy	9/8/2026	9/28/2026
Open for Customers	**9/29/2026**	**9/29/2026**
Financial Closeout/Project Completion	9/30/2026	10/27/2026

07

References

KRAMER
MANAGEMENT GROUP

LANSING BWL
Hometown People. Hometown Power.

Richard Peffley
Interim General Manager
517-702-6312
rrp@lbwl.com

July 22, 2015

To Whom It May Concern,

It is with great pleasure I write this letter to recommend the Kramer Management Group (KMG) on behalf of the Lansing Board of Water & Light. As the interim general manager of the BWL, I oversee the success of all projects, from groundbreaking to completion for the company.

For the last four years, KMG has successfully represented the BWL's best interest on over $210 million worth of capital improvements, including the REO Town Cogeneration Plant and Headquarters, Wise Road plant renovations and Haco Drive renovations. They also managed the historic preservation of the REO Grand Trunk Depot with great respect for our community asset. I served as project manager on these four projects and worked directly with Pete Kramer and his team.

KMG has not only helped manage projects, they have done so with great financial benefit. Thanks in part to the creative manner in which KMG manages, over $10 million was saved building our REO Town plant and office building. This savings was achieved because KMG oversaw the direct purchase of over $70 million worth of industrial equipment saving the BWL multiple mark ups and ensuring timely delivery of mission critical components of this complex project.

The group was also immediately responsive when the BWL needed emergency repairs at the Wise Road water plant. They made efficient assessments and needed repairs quickly, all while keeping the plant fully operational during the two year project.

In addition, KMG's understanding of highly efficient work spaces also resulted in a well-planned and cost- effective renovation of our Haco Drive corporate offices into new state of the art facilities our employees are proud to work in.

Throughout all of these ventures, Pete Kramer, Mike Morgan, William Mackay and others worked tirelessly to ensure the Lansing BWL's best interests were represented at all times, while ensuring all team members were successful in the delivery of our projects. KMG brings forward expertise in their field, acting as an extension of our staff, allowing the BWL to focus on providing affordable and reliable services to our customers. It is without hesitation I highly recommend Kramer Management Group for any future projects your company may be pursuing.

Most Sincerely,

Richard R. Peffley

Richard R. Peffley, Interim General Manager
Lansing Board of Water & Light

1201 S. Washington Ave. | PO Box 13007 | Lansing, MI | 48910-1650 | 517-702-6000 | www.lbwl.com

MICHIGAN STATE
UNIVERSITY

July 21, 2015

Mr. Pete Kramer, LEED AP
1305 S. Washington Ave.
Suite #101
Lansing, MI 48910

RE: Grand Rapids Research Center (GRRC)
Kramer Management Group (KMG) Contribution

Dear Pete,

We have reached the milestone where the GRRC has now moved into the construction phase of the project. I wanted to acknowledge the significant role KMG played in the project success to date. I especially wish to identify the leadership role that you and Mike Morgan provided as we navigated the project scoping and the construction delivery decision.

The GRRC presented several challenges that the University needed to address, including the off campus site in an urban environment, the project delivery decision for MSU vs. a Public Private Partnership (P3), the integration of a Design Architect with an Architect of Record firm, and a fast tract project utilizing design assist contractors. Many of these issues were new territory for MSU. KMG's experience, advice, and leadership have lead us to this successful point in the project.

Mike's expertise in cost estimating was a value added skillset during cost\scope alignment. It provided a valuable "second opinion" to the construction manager's cost model. The fact that Mike had cost modeled the project from conceptual design through the construction estimate has allowed him to gain insights into MSU's project goals and vision for the facility. This background will be valuable in his current role as MSU's Owner Representative during the construction phase. He has made a seamless transition into this new role, effectively becoming MSU's advocate for this phase of the project. Mike has the trust and respect of MSU, the architect, and the construction management team. We are highly confident he will lead a well-organized and integrated project delivery.

I look forward to continuing MSU's collaboration with the KMG team as we construct the GRRC.

Sincerely,

Richard J. Temple, AIA, LEED AP
Facility Planner, Project Administrator

College of Human Medicine

Facility Planning and Project Administration

15 Michigan Stree NE
Suite 450
Grand Rapids, MI 49503

616-234-2603
dick.temple@hc.msu.edu

MSU is an affirmative-action, equal-opportunity employer.

JORDAN C. HANKWITZ
DIRECTOR, SENATE BUSINESS OFFICE

P.O. BOX 30036
LANSING, MICHIGAN 48909-7536
PHONE: (517) 373-1675
FAX: (517) 373-5220
E-MAIL: senbusinessoffice@senate.michigan.gov

Michigan Senate

March 15, 2018

To Whom It May Concern,

I am writing to recommend the excellent work of Kramer Management Group (KMG), based on my recent positive experience working with them as the Owner's Representative on the Michigan Senate's renovation of the Binsfeld Office Building, formerly known as the Capitol View building, in Lansing, Michigan.

KMG's expertise was paramount during all phases of our construction project. Pete Kramer provided excellent leadership, consultation, and direction by reviewing legal documents, advising on industry standards, and assisting with contract negotiations. Mike Morgan was a vital extension of the Senate's oversight and implementation team. His experience was invaluable as he kept the project on task engaging directly with the design builder, architect, and construction manager. He provided accurate market comparisons throughout the project and recommended excellent specialty consulting contractors to serve under KMG, advising on areas such as security system and AV design, furniture and interior design, and logistics planning. Because of the services provided by KMG, the renovation of the Binsfeld Office Building was completed on time and under budget despite an aggressive construction timeline.

In addition to the expertise they provided as an Owner's Representative in the construction industry, the KMG team was also a wonderful group of individuals with which to work. They were consistently professional and approachable, gaining the respect of all members of the project including the design builder, architect, and construction manager. KMG's foresight, logic, and strategic approach to the project was second-to-none and all parties benefitted from having KMG engaged as the Owner's Representative for the Michigan Senate.

I am very pleased to offer this letter of recommendation to anyone considering hiring Kramer Management Group for their project. Please feel free to contact me directly at (517) 373-1675 if you have any questions or would like additional information.

Sincerely,

Jordan C. Hankwitz
Director, Senate Business Office

08

Attachment A
Agreement

KRAMER
MANAGEMENT GROUP

ATTACHMENT A:

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this 9th day of May, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) Kramer Management Group, Inc, whose address is 1305 S Washington Ave, Ste. 101, Lansing, MI 48910, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

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 **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto (attached hereto as Attachment "A").

2. TERM: This Agreement shall have a term of three 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 retain and use the results of all work completed by the Contractor through such date.

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

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors 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 Contractors 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 shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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 **$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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 Contactor 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
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
Kramer Management Group, Inc.
1305 S Wasington Ave, Ste. 101
Lansing, MI 48910

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 05/09/2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor 05/09/2024 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: President

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 9th day of May, 2024 before me personally appeared Pete Kramer, who acknowledged that with authority on behalf of Pete Kramer to do so he/she signed this Agreement.

Carissa West
Carissa West Notary Public
Genesee County, Michigan
Acting in Ingham County, Michigan
My commission expires: 2029

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

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

_____
Mark Clemence, Assistant City Manager (Approved as to substance)

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Attachment B
Bidders Agreement

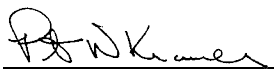
KRAMER
MANAGEMENT GROUP

ATTACHMENT B:
BIDDER'S AGREEMENT
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

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.

Peter Kramer	05/10/2024
PREPARED BY	**DATE**
Owner/President	05/10/2024
TITLE	**DATE**
	Pete.Kramer@Kramermg.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Kramer Management Group	
COMPANY	
1305 S. Washington Ave, Lansing, MI 48910	517-999-9196 ofc 517-719-4009 mob
ADDRESS	**PHONE**
Kramer Management Group	517-999-9191
NAME OF PARENT COMPANY	**PHONE**
1305 S. Washington Ave Lansing, MI 48910	
ADDRESS	

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Attachment C
Cost Proposal

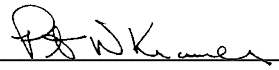
KRAMER
MANAGEMENT GROUP

ATTACHMENT C:
COST PROPOSAL
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

In order for the bid to be considered valid, Section 00 41 44 - Bid Form must be completed in its entirety.

COST PROPOSAL	
ITEM	**BID AMOUNT**
Phase 2 (From Date of Appointment)	$18,250/month
Phase 3	$19,000/month
Phase 4	$23,000/month
TOTAL BID AMOUNT	$625,500
ADDITIONAL BID ITEMS	
	$
	$
GRAND TOTAL AMOUNT	$625,500

Firm Name Kramer Management Group, Inc.

Authorized signature 

Printed Name Peter Kramer

Date_05/09/2024

COST PROPOSAL

Date available to begin work:

All of our team members are available immediately and without hesitation to begin work on your project.

We understand the status of your project and would like to commence immediately with the review and examination of all preliminary studies, concepts, costs estimates and other project information that can help inform us of the specific goals and expectations for the project and begin to put together our program management plan.

Unlimited access to qualified representatives:

KMG will provide unlimited access to qualified representatives throughout all phases of your project. That is one of the most significant strengths of our team in that we take an approach whereby multiple team members are involved in your project so that each brings their specific area of expertise to you at the right time of the project. It is not prudent for one individual to be expected to bring the full spectrum of expertise to a project such as this, so our team approach is the most responsible method we have found to deliver Owner's Representative services.

We also understand the uncertain elements of your project such as the exact timing of each element of the program. Given the uncertainty of exactly when each phase of your project will commence, our team based approach will allow us to support you throughout all phases with the appropriate resources required at all times.

We would expect that throughout all phases of the project, Initiation through Close Out, our team members vary their hours per week as needed based on the pace of the work, and the issues encountered during the project. During the preconstruction planning phase of your project, our time commitment will ebb and flow as necessary to keep pace with the progress on the job. One of the benefits of our team is that when your project does not require our activity, we do not charge for our time, or carry unnecessary burden for your project.

Total cost and terms:

For this project, we have put together an anticipated manpower requirement by phase. This manpower consists of our entire proposed staff and our anticipated level of effort required by each team member throughout the duration of the project. We have summarized that work effort into monthly cost allocations to provide a predictable and consistent cost to the project. Throughout all phases, KMG will be responsible for providing all staffing required to manage this project without limitation.

For this project, we have put together an anticipated manpower requirement by phase. This manpower consists of our entire proposed staff and our anticipated level of effort required by each team member throughout the duration of the project. We have summarized that work effort into monthly cost allocations to provide a predictable and consistent cost to the project. Throughout all phases, KMG will be responsible for providing all staffing required to manage this project without limitation.

Our proposed costs by phase are as follows:

Phase 2- two month duration through July 2024	*$18,250/month*
Phase 3- eight month duration through March 2025	*$19,000/month*
Phase 4- nineteen month duration through October 2026	*$23,000/month*

The total amount for our services is anticipated to be roughly $625,500 including all direct and indirect expenses. In the event the schedule is reduced or extended, the associated reduction or increase in monthly expense will accrue to the owner.

By utilizing this method of compensation, you have the full benefit of our entire company resources at any time and without limitation.

Reimbursable Expenses:

All Direct costs and Reimbursable expenses are included in our proposed monthly billing rate. These expenses include but are not limited to: job related office expenses, document reproduction, shipping/mailing, travel expenses, mileage, per diem, and other similar expenses directly incurred in the delivery of our services for your project. Such direct expenses shall be billed at our cost on a monthly basis with documented receipts for approval.

In the event the owner desires Kramer Management Group to engage the services of any specialized consultant on the project, we will contract for such work on your behalf and seek reimbursement at our cost plus a markup of 5%.

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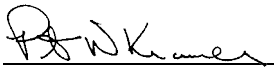
Attachment D
Iran Sanctions Act Certification

KRAMER
MANAGEMENT GROUP

ATTACHMENT D:
IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

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.

Peter Kramer	05/10/2024
PREPARED BY	**DATE**
Owner/President	05/10/2024
TITLE	**DATE**
	Pete.Kramer@KramerMG.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
Kramer Management Group	
COMPANY	
1305 S Washington Ave, Ste. 101 Lansing, MI 48910	517-999-9191
ADDRESS	**PHONE**
Kramer Management Group	517-999-9191
NAME OF PARENT COMPANY	**PHONE**
1305 S Washington Ave, Ste 101 Lansing, MI 48910	
ADDRESS	
27-2156098	
TAXPAYER I.D.#	

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Attachment E
Firm Questionnaire

KRAMER
MANAGEMENT GROUP

ATTACHMENT E:
FIRM QUESTIONNAIRE
FOR OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

Please give the following information regarding your proposal:
1. List three (3) Municipal agencies (within the U.S.A.) that you have performed this service for a similar project in the last ten (10) years:

Name: Michigan State Senate Contact Person: Jordan Hankwitz
Phone #: 231-690-0381 E-mail address: jordanchankwitz@hotmail.com
Approximate Combined Portfolio Value: $22,000,000.00

Name: Ingham County Sherrif Contact Person: Scott Wriggelsworth
Phone #: 517-676-8205 E-mail address: swriggelsworth@ingham.org
Approximate Combined Portfolio Value: $79,000,000.00

Name: Lansing-Board of Water and Light Contact Person: Dick Peffley
Phone #: 517-702-6210 E-mail address: rrp@lbwl.com
Approximate Combined Portfolio Value: $194,000,000.00

2. List states and categories in which your organization is legally qualified to do business:

ANSWER: Kramer Management Group is in good standing with the State of Michigan, and all governmental units therein. All necessary licenses, permits, certifications, approvals, and authorizations are fully in place for the faithful performance of obligations in connection with this RFP.

3. Answer Yes/No to the following. If "Yes" explain. In the last 5 years, has your company:

a. Had a contract terminated by a client for cause?

ANSWER: No

b. Been in litigation, arbitration, mediation or regulatory proceedings related to your provision of Owner's Representative Services?

ANSWER: No

4. Does your firm provide other Services besides Owner's Representative Services? If "Yes" Explain what other services you provide and identify the percentage of its business devoted to exclusively Owner Representative Services over the past ten (10) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.

ANSWER: Kramer Management Group does not self-perform any design or construction trade work and as such has no vested interest in performing such work. We are solely a management group serving as the owner's representative. We acknowledge and agree not to directly bid on or perform any design or construction trade work related to your

projects so that we may always maintain our objectivity in representing your best interests.

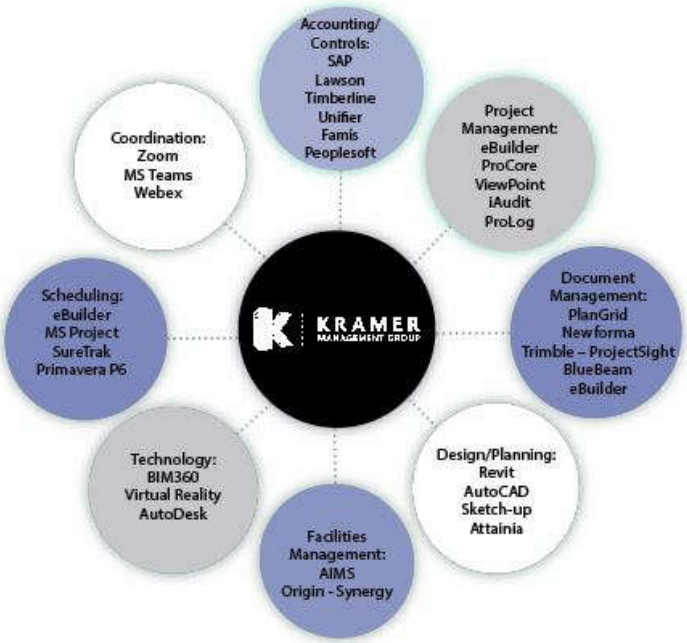
While many Construction Management Firms, or Architectural/Engineering Firms also may provide program management or owner's representative services, we strongly believe that such firms cannot do both without compromising their objectivity. As soon as there are contractual liabilities established for either Design or Construction Trades, the City must be able to rely on the objectivity of its Owner's representative to administer those contract obligations and advise on any deficiencies. KMG will do so without any conflict of interest and will always do so in the best interests of the City.

5. Identify any software or other management systems (including FTP/SFTP sites) in place to account for all direct and indirect program costs, to keep and maintain the project schedule, and to maintain all key project documentation (design documents, RFIs, submittals, invoices, correspondence, contracts, project manual, specifications, etc.).

ANSWER: Serving as an Owner's Representative for many different institutions, KMG is well prepared to align with any internal PMIS or other technology systems required by the City. We are familiar with all major systems and readily adapt to the internal processes of our customers and team members. With that said, we also have implemented special PMIS systems for several customers on the eBuilder PMIS system and are certified administrators for that platform. KMG has our own dedicated eBuilder platform and offers it up to the City to use for this project if desired, and we would advocate for its use. KMG has successfully managed the financial requirements for over $2.5 Billion worth of projects using the eBuilder system.

Another system used regularly is PlanGrid. Our General Superintendent utilizes PlanGrid to verify construction is being completed based on approved drawings and is also able to create punchlists and provide field reports.

Examples of other platforms we regularly utilize are:



6. Describe the firm's method(s) of budget/cost control, quality control, and time schedule adherence that will be used for the project.

ANSWER: We do understand the importance of operating within budgets for capital projects. With customized workflows, eBuilder allows the user to see and manage the budget accurately and appropriately. The system will not let us process a commitment without funds in the budget and will not allow payment of an invoice without funds being available on a commitment. We have full visibility of the budget, any costs used and any costs moved. All processes tie back to the budget to ensure the project stays within its' boundaries.

7. Describe how the firm stays up-to-date on all construction code, regulatory and other legal requirements related to community buildings.

ANSWER: KMG regularly participates in many trade conferences to maintain our proficiency and understanding of industry best practices. Our team members participate in such organizations including but not limited to following:

COAA-Construction Owner's Association of America
AIA- American Institute of Architects
AGC- Associated General Contractors
MISHE- Michigan Society of Healthcare Engineers
Engineering Society of Detroit

8. Describe your firm's preferred plan for on-sight observation/supervision of the project.

ANSWER: KMG will provide unlimited access to qualified representatives throughout all phases of your project. That is one of the most significant strengths of our team in that we take an approach whereby multiple team members are involved in your project so that each brings their specific area of expertise to you at the right time of the project. It is not prudent for one individual to be expected to bring the full spectrum of expertise to a project such as this, so our team approach is the most responsible method we have found to deliver Owner's Representative services.

We also understand the uncertain elements of your project such as the exact schedule, scope and project components required for the final project. Given the uncertainty of exactly when each phase of your project will commence, our team-based approach will allow us to support you throughout all phases with the appropriate resources always required.

We would expect that throughout all phases of the project, Initiation through Close Out, our team members would average 16-30 hours per week as needed based on the pace of the work, and the issues encountered during the project. During the preconstruction planning phase of your project, our time commitment will ebb and flow as necessary to keep pace with the progress on the job.

9. Provide any additional information that the City should consider regarding your experience, proposed services and / or the Project.

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Attachment F
Timeline

KRAMER
MANAGEMENT GROUP

Task Name	Start	Finish
Phase 2	**5/10/2024**	**7/22/2024**
Owner's Rep Procurement	**5/10/2024**	**5/20/2024**
Owner's Rep (OR) RFP Due	5/10/2024	5/10/2024
OR Contract Award	5/20/2024	5/20/2024
Concept Design	**6/19/2024**	**7/22/2024**
Review 90% Report by Norr	6/19/2024	6/19/2024
Final Report Due	6/21/2024	6/21/2024
Evaluate Options and Select Concept	6/24/2024	7/10/2024
Final Concept Presented to City Commission	7/22/2024	7/22/2024
Phase 3	**5/16/2024**	**4/7/2025**
A/E Procurement	**5/16/2024**	**9/18/2024**
Architect / Engineer (A/E) RFQ Due	5/16/2024	5/16/2024
OR review A/E RFQ	5/22/2024	5/22/2024
Short List A/E	5/29/2024	5/29/2024
Draft A/E RFP	5/29/2024	5/29/2024
Issue A/E RFP	7/23/2024	7/23/2024
A/E RFP Due	8/22/2024	8/22/2024
OR Review A/E Proposals	8/23/2024	8/28/2024
Shortlist A/E Interviews	8/29/2024	8/29/2024
A/E Interviews	9/4/2024	9/4/2024
Recommend A/E Contract to City Commission	9/16/2024	9/16/2024
A/E Contract Award	9/18/2024	9/18/2024
Design Period	**9/19/2024**	**4/7/2025**
Schematic Design (SD)	9/19/2024	10/30/2024
SD Review and City Commission Approval	10/31/2024	11/18/2024
Design Development (DD)	11/19/2024	1/13/2025
DD Review and City Commission Approval	1/14/2025	1/20/2025
Construction Documents for Bidding	1/14/2025	4/7/2025
Phase 4	**4/8/2025**	**10/27/2026**
General Contractor (G/C) Procurement	**4/8/2025**	**5/19/2025**
Issue CD Drawings for Bidding	4/8/2025	4/8/2025
Bid Period	4/9/2025	5/6/2025
G/C Bids Due	5/7/2025	5/7/2025
Post Bid G/C's	5/8/2025	5/14/2025
G/C Recommendation to City Commission	5/19/2025	5/19/2025
Construction	**5/20/2025**	**9/7/2026**
Procurement/Shop Drawings	5/20/2025	6/30/2025
Construction	7/1/2025	8/24/2026
Closeout/Punchlist	8/25/2026	9/7/2026
Owner Occupancy	9/8/2026	9/28/2026
Open for Customers	**9/29/2026**	**9/29/2026**
Financial Closeout/Project Completion	9/30/2026	10/27/2026

KRAMER
MANAGEMENT GROUP

517.999.9191
www.kramermg.com
1305 S. Washington Ave. | Suite #101 | Lansing, MI 48910

BIRMINGHAM

Owner's Representative for Birmingham Senior/ Recreation Center Proposal Evaluation Sheet

PROPOSAL SUBMITTED BY: _____ REVIEWED BY: _____

CRITERIA	COMMENTS
Responsiveness to Objectives/Methodology • Contractor provided a work program that expressly addresses the objectives identified in the Request for Proposals • Contractor provided a clear narrative and representation of their plan for accomplishing the work requested in the RFP • Contractor provides an acceptable description of how the project will be managed, quality assurance, budget and cost controls, schedule controls, and internal/external coordination • Proposal includes requested scope of work on page 6 of the RFP • Does the proposed work program benefit/assist/promote the objectives of the City?	
Fee Proposal • Cost, value and benefit of services to be provided • The proposal maximizes the City's budget for this project	
Experience and Qualifications • Contractor has personnel who have experience with the professional services described in the RFP, as well as experience in working with municipal governments or public entities • Information has been provided on technical training, experience, and education of the personnel who will be assigned to the Project • Proposed team members possess strong educational backgrounds and relevant experience • Contractor demonstrates an understanding of current guidelines and best practices	
Capacity • Contractor enumerated their capability to accomplish project with current work force and work load • Contractor clearly identified all disciplines available within the firm and those that will be subcontracted to others • Contractor provided a list of any subcontracted firms that will be involved in the project and the scope of responsibility for each firm	
Comparable Projects • Contractor provided a list of comparable projects/services (min of 5; max of 10 public sector clients) that have been successfully completed within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project	
TOTAL SCORE	

Reviewer	Detroit Expediting *	Edge Design Assoc.	Kramer Mgt. Group	Miller Diversified	Plante Moran *
Staff Committee					
Jana Ecker	-	59	68	90	76
Melissa Fairbairn	-	80	60	79	79
Mark Clemence	-	69	67	73	90
Bruce Johnson	-	65	85	89	90
John Galik	-	53	73	46	96
Scott Zielinski	-	72	81	83	93
Nick Dupuis	-	77	79	81	80
Mark Gerber	-	49	75	74	86
TOTAL:	**-**	**524**	**588**	**615**	**690**
Ad Hoc Senior/Recreation Center Committee					
Dan Share		52	51	35	72
Elaine McLain					
Anthony Long		90	93	65	90
Cris Braun		85	80	70	75
Kelly Stubbe		75	90	60	90
Pam Graham		60	75	65	95
Jason Emerine					
Bert Koseck		63	74	60	96
Don Rogers		88	85	70	95
TOTAL:	**-**	**513**	**548**	**425**	**613**

AVERAGE:	**-**	**519**	**568**	**520**	**652**

*Non-responsive to RFP

City Of Birmingham
Regular Meeting Of The Ad Hoc Senior/Recreation Center Committee
May 15, 2024
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Ad Hoc Senior/Recreation Center Committee (SCC) held on May 15, 2024. The meeting was convened at 3:00 p.m.

A. Roll Call

Present: Cris Braun, Jason Emerine (left 4:49 p.m), Pam Graham, Bert Koseck, Anthony Long, Elaine McLain, Donald Rogers, Dan Share, Kelly Stubbe (arrived 3:19 p.m.)

Absent: None

Staff: City Manager Ecker; Assistant City Manager Clemence, Department of Public Services Director Zielinski

B. Approval of Minutes from May 1, 2024

MOTION: Motion by Mr. Long, seconded by Ms. McLain:
To approve the May 1, 2024 meeting minutes.

VOICE VOTE: Ayes, Braun, Graham, Koseck, McLain, Rogers, Share, Long, Emerine

Nays, None

C. Presentation by NORR of Updated Needs Assessment Report

Brian Colburn and Scott Catallo of NORR and CM Ecker presented the report. CM Ecker and Messrs. Colburn and Catallo answered informational questions from the SCC.

SCC members' comments were as follows:

- In order to accommodate the desired amount of programming, an addition or a new building that would largely occur within the present building's footprint would be about 66,110 sq. ft. and would require programming in a basement level. It would be possible to add about 9,000 sq. ft. for additional programming, which could include a pool. The YMCA has not requested a pool and has not indicated whether it would have any interest in managing a pool at this time.
- A number of members of the community have expressed interest in continued pool facilities at 400 E. Lincoln. It would be helpful to provide more granularity in the graphics for the survey data.
- It might be challenging to present this report to the public without indicating what kind of pool might be contemplated and what additional facilities would be required to support said pool. The four requested pickleball courts could be located within a multipurpose gym. Co-locating uses would help drive down square footage and costs.

DRAFT

- A pool was not part of the original plan when the City bought the building, which is why it was not included in the present report. The discussion regarding a pool can continue. The SCC should first clarify how it would apportion the space required by Next, the YMCA, and the City. Then it could clarify how it might recommend apportioning additional space for programming, which could include a pool or other facilities. The report was helpful for clarifying the programming needs and the presently available space.
- It would be helpful for NORR to make a slide showing what kind of pool and attendant facilities could be accommodated in the building. It would be helpful to hear from Next and the YMCA what kind of pool they may be interested in. That information should be included on a separate slide, as a potential option.
- One of the main reasons a pool was not originally contemplated was liability. The discussion regarding the pool will continue transparently. The report noted that the building facility systems in general were in fair-to-poor condition. It will be necessary to make responsible financial decisions based on that information.
- It might be more appropriate to base the potential pool and attendant facilities off of Next's and the YMCA's preferences, as opposed to designing first for what type of pool and facilities would fit best.
- The SCC should be informed as soon as possible of any concerns the Commission may have regarding the potential, estimated size of the building.
- Next and the YMCA will continue conversations regarding opportunities to co-locate uses. To provide a sense of scale for the Commission and public, if a second floor were added lengthwise aligning with the first floor's widest point, that amount of space plus the basement would total approximately 50,000 sq. ft.

The Chair summarized that the report's approximately 66,000 sq. ft. space estimate makes some assumptions about shared space that are not final, and the amount of shared space may be more or less. Using the existing building and an addition, a 66,000 sq. ft. - 75,000 sq. ft. structure could be created. These square footages seem like reasonable starting points based on NORR's presentation. The SCC has asked for more information regarding an optional pool.

Public Comment
Gordon Rinschler commented regarding Next's programming, space requirements, and potential responsibilities.

Parrish Underwood, President and CEO of the YMCA of Metropolitan Detroit, said the YMCA would be capable of operating a pool at 400 E. Lincoln and added comment regarding how space utilization more generally could be determined.

George Dilgard said it would be helpful to see how the programming needs could fit into a new building, commented regarding costs of ownership, and commented regarding the presentation.

A member of the public commented that more than one elevator would likely be needed.

D. Review and Evaluate Proposals for Owner's Representatives

CM Ecker presented the item and Staff answered informational questions from the SCC.

SCC members' comments were as follows:

- Detroit Expediting and Development Group was nonresponsive to the RFP.
- Neither Edge Design Associates (Edge) nor Plante Moran Realpoint (Plante Moran) provided a signed contract as required by the RFP.
- Each SCC member was asked to state their top two respondents:
    - Two selected Plante Moran and Kramer Management Group (Kramer);
    - Two selected Plante Moran and Edge, with one noting that Kramer came close to Edge;
    - Two selected Plante Moran with Kramer and Edge tied for second; and,
    - Two selected Edge and Kramer.
- It was frustrating that Plante Moran did not return a signed contract. The Commission would not default to the lowest bidder, and this selection is very important. At the same time, the Commission has a fiduciary responsibility to the public, and Plante Moran's fee proposal seemed high. Plante Moran's submission may have been intended to remove themselves from the process.
- If the middle fee proposal from Plante Moran was used, between the top three respondents, the fee proposal per month breakdown would end up being relatively similar. Experience with similar projects is very important.
- If this project is headed towards a bond vote, then the schedule will be pushed out and Plante Moran's proposed timeline would be more accurate for that schedule.
- One member spoke to some developers who only noted familiarity with Plante Moran. Another noted professional familiarity with Plante Moran, Kramer, and Edge.
- Edge is primarily an architectural design firm.
- Edge also submitted to be the architects for this project. For their comparable projects, Edge only submitted two libraries, and they were the architects for both projects. In contrast, Plante Moran and Kramer are known for serving as owner's representatives. Miller Diversified's (Miller) comparable projects did not demonstrate sufficient complexity. Kramer has done public projects but none with a senior or recreation center focus. Kramer is also further away, which might impact reimbursable costs.
- There is value in there being more independence between an owner's representative's perspective and an architect's perspective, which might be a drawback for Edge.
- The City could possibly, contingent on the advice of the City Attorney, reserve the right to waive any irregularities in the RFP response process if it is determined that it would be in the City's best interest. Plante Moran was the only respondent that said the project could not be funded within the current spending. Plante Moran, Kramer, and Edge could all likely perform the required services. Plante Moran is the only respondent that included multiple comparable projects in their submission.
- The SCC may presently be stymied by a lack of guidance for this part of the process. Extensive familiarity serving as an owner's representative for senior/community/recreation centers would be a significant boon. This would help the City become aligned and move in the right direction. Plante Moran offered approximately six projects that encountered similar challenges to the ones presently faced by Birmingham, including financing and staging questions.
- Edge did a 131,000 sq. ft. building for Baker College, took over from a previous owner's representative that was terminated, and delivered the project on-time and under budget, which demonstrates clear capacity. Plante Moran's breakdown was good, as is its reputation. Plante Moran and Edge should be required to sign the City's contract for consideration.

- There was consensus that Plante Moran, Edge, and Kramer would all likely be qualified to serve as owner's representative.
- Plante Moran guided the Birmingham Ice Arena project. In addition to taking instruction, Plante Moran was experienced enough to raise further considerations that ultimately benefited the project in a number of ways. The City can save more money by designing the right building than it can by trying to prevent overruns in the wrong building. The Commission should read the Plante Moran report as it demonstrates a thorough understanding of the SCC, the project, and the process.
- Though Staff requested rankings from the SCC, some of the scores would be an attempt to quantify things that may not be that precise.
- The rankings would not include two members' rankings because one member was absent and one member left their notes at home.

After the SCC rankings were totalled, Plante Moran had the highest score at 613, Kramer the second highest at 548, Edge the third highest at 513, and Miller the lowest at 425.

It was advised that the teams being interviewed should bring the specific person on each team that would serve as the owner's representative.

MOTION: Motion by Ms. Graham, seconded by Mr. Long:
To recommend that the City Commission interview two qualified owner's representatives on Monday. The invitees should be in order: Kramer, if Plante Moran signs what is required by the City Attorney then Plante Moran, and if not, if Edge signs what is required by the City Attorney, Edge.

Public Comment
Mr. Dilgard spoke in support of Plante Moran.

VOICE VOTE: Ayes, Braun, Graham, Koseck, McLain, Rogers, Share, Long, Stubbe

Nays, None

E. Miscellaneous Communications

It was noted that there would be an SCC meeting on May 21, 2024 prior to the community engagement session at Next.

SCC members' comments were as follows:

- The IMEG report notes some items that need to be addressed within the next three months. Structural engineers do not usually put a timeline on repairs unless they are fairly serious.
- It will be important to try and determine whether the parts of the building that require repairs would be parts of the building the City would prefer to keep long term, or whether those would be parts of the building more likely to be replaced.

F. Meeting Open to the Public for items not on the Agenda

No further business being evident, the meeting was adjourned at 5:58 p.m.

DRAFT

Jana Ecker, City Manager

Laura Eichenhorn, City Transcriptionist

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BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Finance Department

DATE: May 10, 2024

TO: Jana L. Ecker, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: 2024-2025 Budget Appropriations Resolution

INTRODUCTION:
As required by State law and the City Charter, the City Commission must annually approve a budget for the following fiscal year and approve the property tax millage to be assessed on July 1st.

BACKGROUND:
The City held a public hearing on April 27, 2024, to review the 2024-2025 recommended budget and to receive comments and revisions from the City Commission and the general public. Based on the comments received and updates for new information or errors in the recommended budget, the following are the changes from the recommended budget amounts:

1. Property Taxes

The property tax revenues in the recommended budget were based on taxable value estimates from the Five-Year Forecast in January. Based on feedback from the City Commission and updated tax information from the Oakland County Equalization Department, the following are the changes to the tax levies:

	Approved Budget FY 23-24	Recommended Budget FY 24-25	Approved Budget FY 24-25	Difference FY 23-24 & FY 24-25
Operating Levy	10.7501	10.6642	10.7224	(.0277)
Library Levy	1.3142	1.2993	1.3062	(.0080)
Refuse Levy	.7384	.7144	.7122	(.0262)
Senior Services Levy	.0000	.3300	.3300	.3300
Debt Levy	.5137	.2294	.2287	(.2850)
Total	**13.3164**	**13.2373**	**13.2995**	**(.0169)**

While the tax levy to be approved is more than what was shown in the Manager Recommended Budget, it is a decrease from what was approved for fiscal year 2023-2024. The additional tax revenues in the operating levy will eliminate the use of fund balance for fiscal year 2024-2025.

2. General Fund Budget

The budget for DPS uniforms was not included in the recommended budget in error. The amount for uniforms to be included is $17,000 per year.

3. Solid Waste Fund Budget

As a result of higher interest income and lower than expected costs, property tax revenues needed for this fund can be reduced by $107,870. This would decrease the adjusted tax levy for the Refuse Levy (see 1. Property Taxes) from .7122 mills to .6809 mills.

4. Sewage Disposal Fund Budget

The City has received final sewage and storm water costs from the Oakland County Water Resources Commissioner for fiscal year 2024-2025. Based on this information, sewage disposal costs will be less than the recommended budget by $55,380. Storm water costs will be less than the recommended budget by $32,340. This will decrease both revenues and expenditures by $87,720.

5. Sewage Disposal Fund Budget

During the public hearing on April 27th, there was discussion about the recommended sewer rates and the fact that these recommended rates were not satisfactory to fund capital improvements for FY 2024-2025 and into the future. The funding gap averaged approximately $1.5M per year based on the six-year Capital Improvement Plan. The City Commission expressed a desire that the sewer rates be set so as to provide sufficient funding for capital improvements. The City Commission suggested that the rates be adjusted so that the $1.5M funding gap is included in the rates within 2 years. Based on an analysis done by Finance, it is suggested that $662,300 of the $1.5M funding gap be included in the FY 2024-2025 sewer rate.

6. Water Supply System Fund Budget

During the public hearing on April 27th, there was discussion about the recommended water rates and the fact that these recommended rates were not satisfactory to fund capital improvements for FY 2024-2025 and into the future. The funding gap averaged approximately $1.5M per year based on the six-year Capital Improvement Plan. The City Commission expressed a desire that the water rates be set so as to provide sufficient funding for capital improvements. The City Commission suggested that the rates be adjusted so that the $1.5M funding gap is included in the rates within 2 years. Based on an analysis done by Finance, it is suggested that $600,440 of the $1.5M funding gap be included in the FY 2024-2025 sewer rate.

7. Automobile Parking System Fund Budget

When the capital improvements for this fund were discussed, the City Commission did not think that upgrading the parking meter modems for $90,000 was worth the cost, so this request was removed from the fiscal year 2024-2025 budget. The purpose of the upgrade was so customers could see the time that was purchased on the Park Mobile app on the parking meter. Customers can readily see how much time is remaining on meter using their smart phone. Parking enforcement officers will check Park Mobile if they see an expired meter prior to issuing a parking ticket.

LEGAL REVIEW:
None needed.

FISCAL IMPACT:
The impact of these adjustments to the recommended budget are as follows:

General Fund	Recommended Budget	Budget Resolution
Revenues:		
Taxes (1)	$33,455,820	$33,767,930
Expenditures:		
Public Works (2)	$5,291,040	$5,308,040
Solid Waste Fund	Recommended Budget	Budget Resolution
Revenues:		
Taxes (3)	$2,446,360	$2,338,490

Library Fund	Recommended Budget	Budget Resolution
Revenues:		
Taxes (1)	$4,445,100	$4,482,490

Senior Services Fund	Recommended Budget	Budget Resolution
Revenues:		
Taxes (1)	$1,132,790	$1,136,250

Sewage Disposal Fund	Recommended Budget	Budget Resolution
Revenues:		
Charges for Services (4,5)	$12,285,750	$12,860,330
Expenses:		
Public Works (4)	$15,277,920	$15,190,200

Water Supply System Fund	Recommended Budget	Budget Resolution
Revenues:		
Charges for Services (6)	$6,152,600	$6,753,040

Automobile Parking System Fund	Recommended Budget	Budget Resolution
Expenses:		
Public Works (7)	$8,370,580	$8,280,580

PUBLIC COMMUNICATIONS:
The budget hearing was noticed in the newspaper, included in the 2024 City calendar, and communicated on social media.

SUMMARY:
It is recommended that the City Commission approve the budget appropriations resolution adopting the City of Birmingham's budget and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

ATTACHMENTS:
None

SUGGESTED COMMISSION ACTION:
Make a motion adopting the following budget appropriations resolution and establishing the total number of mills for ad valorem property taxes to be levied for the fiscal year commencing July 1, 2024 and ending June 30, 2025.

BUDGET APPROPRIATIONS RESOLUTION

WHEREAS, the City Manager has submitted the proposed 2024-2025 Budget, and:

WHEREAS, the City Commission has reviewed the 2024-2025 Budget, and;

WHEREAS, the City Commission has held a Public Hearing on the 2024-2025 Budget;

WHEREAS, Chapter VII, Section 14 of the Birmingham City Charter requires that the City Commission pass an annual appropriations resolution, and;

NOW THEREFORE, BE IT RESOLVED, that the City Commission does hereby adopt the following estimated revenues for the City of Birmingham for the fiscal year commencing July 1, 2024, and ending June 30, 2025:

GENERAL FUND:	
Taxes	$33,767,930
Special Assessments	606,290
Licenses & Permits	2,787,530
Federal Grants	139,000
State Grants	3,100,300
Local Contributions	143,790
Charges for Services	3,587,440
Fines and Forfeitures	1,765,000
Interest and Rent	1,366,500
Other Revenue	50,600
Other Financing Sources	100,000
Total General Fund	$47,414,380

GREENWOOD CEMETERY PERPETUAL CARE FUND:	
Charges for Services	$ 40,000
Interest and Rent	35,500
Total Greenwood Cemetery Perpetual Care Fund	$ 75,500
MAJOR STREETS FUND:	
State Grants	$ 2,567,880
Interest and Rent	72,000
Other Financing Sources	1,750,000
Draw from Fund Balance	2,354,230
Total Major Streets Fund	$ 6,744,110
LOCAL STREETS FUND:	
Special Assessments	$ 537,160
State Grants	780,300
Interest and Rent	114,100
Other Revenue	5,000
Other Financing Sources	4,750,000
Total Local Streets Fund	$ 6,186,560
SOLID WASTE DISPOSAL FUND:	
Taxes	$ 2,338,490
State Grants	5,000
Interest and Rent	60,000
Total Solid Waste Disposal Fund	$ 2,403,490
BROWNFIELD REDEVELOPMENT AUTHORITY FUND:	
Taxes	$ 580,670
Interest and Rent	4,000
Other Revenue	10,000
Total Brownfield Redevelopment Authority Fund	$ 594,670
PRINCIPAL SHOPPING DISTRICT FUND:	
Special Assessments	$ 1,202,710
Charges for Services	25,000
Interest and Rent	36,000
Other Revenue	230,000
Draw from Fund Balance	43,500
Total Principal Shopping District Fund	$ 1,537,210

COMMUNITY DEVELOPMENT BLOCK GRANT FUND:		
Federal Grants	$	84,970
TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY FUND:		
Interest and Rent	$	600
INDIGENT DEFENSE FUND:		
State Grants	$	489,500
Local Contributions		17,600
Interest and Rent		7,600
Total Indigent Defense Fund	$	514,700
OPIOID SETTLEMENT FUND:		
Interest and Rent	$	1,000
Other Revenue		50,000
Total Opioid Settlement Fund	$	51,000
LAW AND DRUG ENFORCEMENT FUND:		
Interest and Rent	$	6,000
Fines and Forfeitures		25,000
Draw from Fund Balance		1,900
Total Law and Drug Enforcement Fund	$	32,900
SENIOR SERVICES FUND:		
Taxes	$	1,136,250
Interest and Rent		28,000
Total Senior Services Fund	$	1,164,250
BALDWIN LIBRARY FUND:		
Taxes	$	4,482,490
State Grants		45,000
Local Contributions		1,134,860
Charges for Services		27,500
Fines and Forfeitures		5,000
Interest and Rent		5,000
Total Baldwin Library Fund	$	5,699,850

DEBT SERVICE FUND:	
Taxes	$ 788,860
Intergovernmental	1,670
Interest and Rent	3,300
Total Debt Service Fund	$ 793,830
CAPITAL PROJECTS FUND:	
Federal Grants	$ 1,031,560
Other Financing Sources	171,920
Draw from Fund Balance	500,000
Total Capital Projects Fund	$ 1,703,480
PARK SYSTEM CONSTRUCTION FUND:	
Interest and Rent	$ 140,000
Draw from Fund Balance	760,000
Total Park System Construction Fund	$ 900,000
AUTOMOBILE PARKING SYSTEM FUND:	
Charges for Services	$ 9,749,640
Interest and Rent	800,000
Total Automobile Parking System Fund	$10,549,640
SEWAGE DISPOSAL FUND:	
Taxes	$ 1,881,470
Special Assessments	2,000
State Grants	1,850
Charges for Services	12,860,330
Interest and Rent	32,000
Draw from Net Position	412,550
Total Sewage Disposal Fund	$15,190,200
WATER-SUPPLY SYSTEM RECEIVING FUND:	
Taxes	$ 1,297,650
Federal Grants	500,000
State Grants	2,700
Charges for Services	6,753,040
Interest and Rent	180,000
Draw from Net Position	144,610
Total Water-Supply System Fund	$ 8,878,000

LINCOLN HILLS GOLF COURSE:	
Charges for Services	$ 1,012,180
Interest and Rent	69,250
Other Revenue	600
Total Lincoln Hills Golf Course Fund	$ 1,082,030
SPRINGDALE GOLF COURSE:	
Charges for Services	$ 678,160
Interest and Rent	25,870
Other Revenue	200
Draw from Net Position	977,480
Total Springdale Golf Course Fund	$ 1,681,710
COMPUTER EQUIPMENT FUND:	
Interest and Rent	$ 1,251,420
Draw from Net Position	179,060
Total Computer Equipment Fund	$ 1,430,480

AND, BE IT FURTHER RESOLVED, that the City Commission does hereby adopt on a budgetary center basis the following expenditures for 2024-2025:

GENERAL FUND:	
General Government	$ 6,904,870
Judicial	1,793,420
Public Safety	21,592,460
Public Works	5,308,040
Health and Welfare	223,590
Community and Economic Development	743,110
Recreation and Culture	3,931,560
Transfers Out	6,671,920
Contribution to Fund Balance	245,410
Total General Fund	$47,414,380
GREENWOOD CEMETERY PERPETUAL CARE FUND:	
Expenditures	$ -
Contribution to Fund Balance	75,500
Total Greenwood Cemetery Perpetual Care Fund	$ 75,500
MAJOR STREETS FUND:	
Public Works	$ 6,744,110

LOCAL STREETS FUND:	
Public Works	$ 5,314,200
SOLID WASTE DISPOSAL FUND:	
Public Works	$ 2,403,490
BROWNFIELD REDEVELOPMENT AUTHORITY FUND:	
Community and Economic Development	$ 590,670
Contribution to Fund Balance	4,000
Total Brownfield Redevelopment Authority Fund	$ 594,670
PRINCIPAL SHOPPING DISTRICT FUND:	
Community and Economic Development	$ 1,537,210
COMMUNITY DEVELOPMENT BLOCK GRANT FUND:	
Health and Welfare	$ 84,970
TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY FUND:	
Contribution to Fund Balance	$ 600
INDIGENT DEFENSE FUND:	
Health and Welfare	$ 514,700
OPIOID SETTLEMENT FUND:	
Health and Welfare	$ 50,000
Contribution to Fund Balance	1,000
Total Opioid Settlement Fund	$ 51,000
LAW AND DRUG ENFORCEMENT FUND:	
Public Safety	$ 32,900
SENIOR SERVICES FUND:	
Contribution to Fund Balance	$1,164,250
BALDWIN LIBRARY FUND:	
Recreation and Culture	$ 4,984,640
Contribution to Fund Balance	715,210
Total Baldwin Library Fund	$ 5,699,850

DEBT SERVICE FUND:	
Debt Service	$ 793,830
CAPITAL PROJECTS FUND:	
Capital Outlay	$ 1,703,480
PARK SYSTEM CONSTRUCTION FUND:	
Capital Outlay	$ 900,000
AUTOMOBILE PARKING SYSTEM FUND:	
Public Works	$ 8,280,580
Contribution to Net Position	2,269,060
Total Automobile Parking System Fund	$10,549,640
SEWAGE DISPOSAL SYSTEM FUND:	
Public Works	$15,190,200
WATER-SUPPLY SYSTEM RECEIVING FUND:	
Public Works	$ 8,878,000
LINCOLN HILLS GOLF COURSE:	
Recreation and Culture	$ 769,320
Contribution to Net Position	312,710
Total Lincoln Hills Golf Course	$ 1,082,030
SPRINGDALE GOLF COURSE:	
Recreation and Culture	$ 1,681,710
COMPUTER EQUIPMENT FUND:	
General Government	$ 1,430,480

BE IT FURTHER RESOLVED that the budget summary above be approved as the 2024-2025 City Budget and that this resolution shall be known as the City of Birmingham 2024-2025 General Appropriations Act.

BE IT FURTHER RESOLVED that the City Commission does hereby designate $36,918,990 to be raised by 10.7224 mills levied for general purposes on the taxable valuation of all real and personal property subject to taxation in the City.

BE IT FURTHER RESOLVED that the City Commission does hereby designate $4,497,490 to be raised by 1.3062 mills levied for library operations on the taxable valuation of all real and personal property subject to taxation in the City.

BE IT FURTHER RESOLVED that the City Commission does hereby designate $2,344,490 to be raised by 0.6809 mills levied on the taxable valuation of all real and personal property subject to taxation in the City for the purpose of the collection and removal of garbage and trash of the City as authorized by MCL 123.261, et seq.

BE IT FURTHER RESOLVED that the City Commission does hereby designate $1,136,250 to be raised by 0.3300 mills levied on the taxable valuation of all real and personal property subject to taxation in the City for the purpose of providing senior services within the City as authorized by MCL 401.571, et seq.

BE IT FURTHER RESOLVED that the City Commission does hereby designate $792,320 to be raised by 0.2287 mills levied for debt service requirements on the taxable valuation of all real and personal property subject to taxation in the City.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make budgetary transfers within the budgetary centers established through the adoption of this budget, and that all transfers between budgetary centers may be made only by further action of the City Commission pursuant to the provisions of the Michigan Uniform Accounting and Budgeting Act.

BE IT FURTHER RESOLVED that the 2024-2025 budget shall be automatically amended on July 1, 2024, to re-appropriate encumbrances outstanding and reserved at June 30, 2024.

BE IT FINALLY RESOLVED that the City Treasurer be authorized to add to all taxes paid after September 3, 2024, three-fourths of one percent (3/4 of 1%) penalty each and every month, or fraction thereof, that remains unpaid. On all taxes paid after February 14, 2025, and through February 28, 2025, there shall be added a late penalty charge equal to three percent (3%) of such tax.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Finance Department

DATE: May 10, 2024

TO: Jana L. Ecker, City Manager

FROM: Mark Gerber, Finance Director/Treasurer

SUBJECT: Water/Sewer Rate Changes for 2024-2025

INTRODUCTION:
Every year the City Commission sets water and sewer rates for the new fiscal year based on the approved Water Supply System Fund and Sewage Disposal Fund budgets.

BACKGROUND:
On April 27, 2024, the City Commission held a public hearing on the recommended budget for fiscal year 2024-2025. During this hearing, the City Commission reviewed the Water and Sewer Fund budgets proposed for 2024-2025 along with recommended changes to the water and sewer rates. These proposed rates were based on estimated costs.

In addition, a presentation was made regarding the funding gap between water and sewer infrastructure costs and the amount of revenue generated for infrastructure replacement from user rates. This funding gap will average approximately $1.5M for the Water Supply System Fund and the Sewage Disposal Fund individually for a total funding gap of $3M between both funds. To correct this funding gap, a couple of solutions were presented: 1) increase user rates to generate the revenue required; or 2) increase property tax revenues via a Headlee override petition. The City Commission consensus at the meeting was to increase user rates over a period of one or two years.

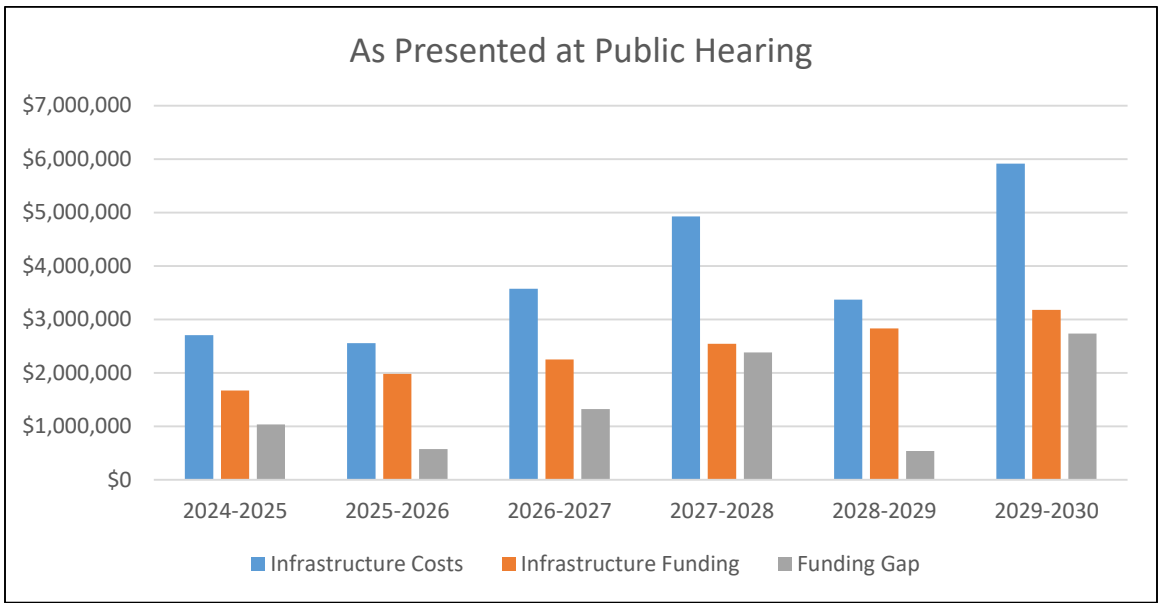
Since that time, the City has received updated sanitary and storm water costs from the Oakland County Water Resources Commissioner. Based on the updated information, the sanitary sewage disposal rate and the storm water fees will need to be changed from what was proposed.

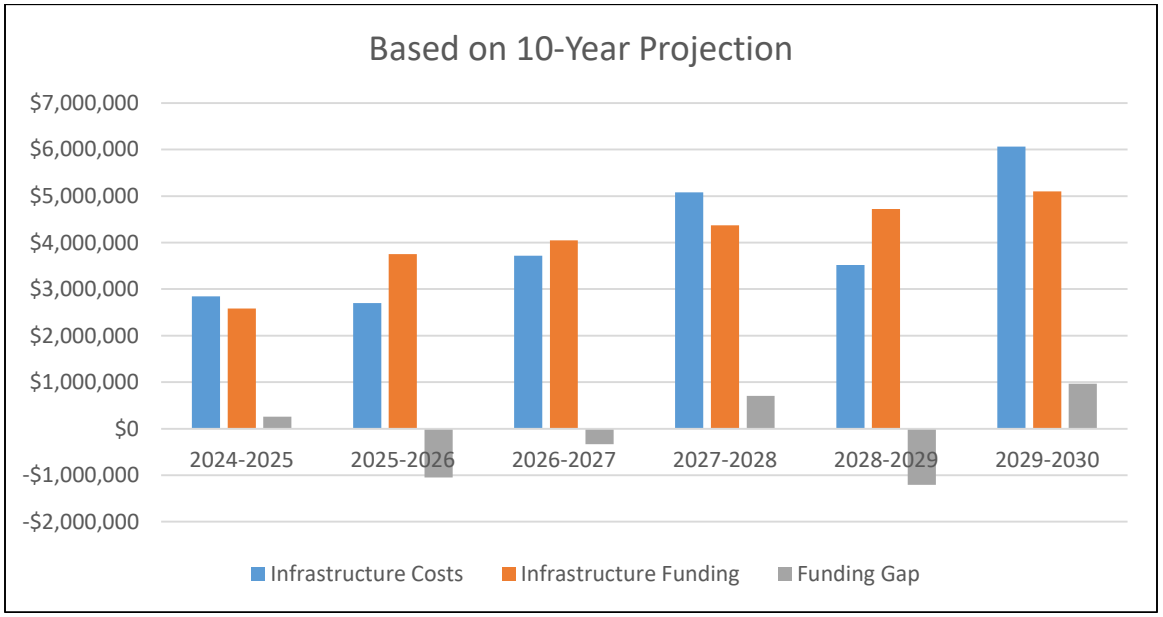
Based on this information, the Finance Department prepared a 10-year forecast for the Water Supply System Fund and Sewage Disposal Fund to determine the amount necessary to: 1) fund infrastructure needs in the future; and 2) increase and then maintain unrestricted net position to minimum levels. The proposal outlined below increases the user rate over 2 years to generate the additional $1.5M necessary to fund infrastructure improvements.

LEGAL REVIEW:

No legal review necessary.

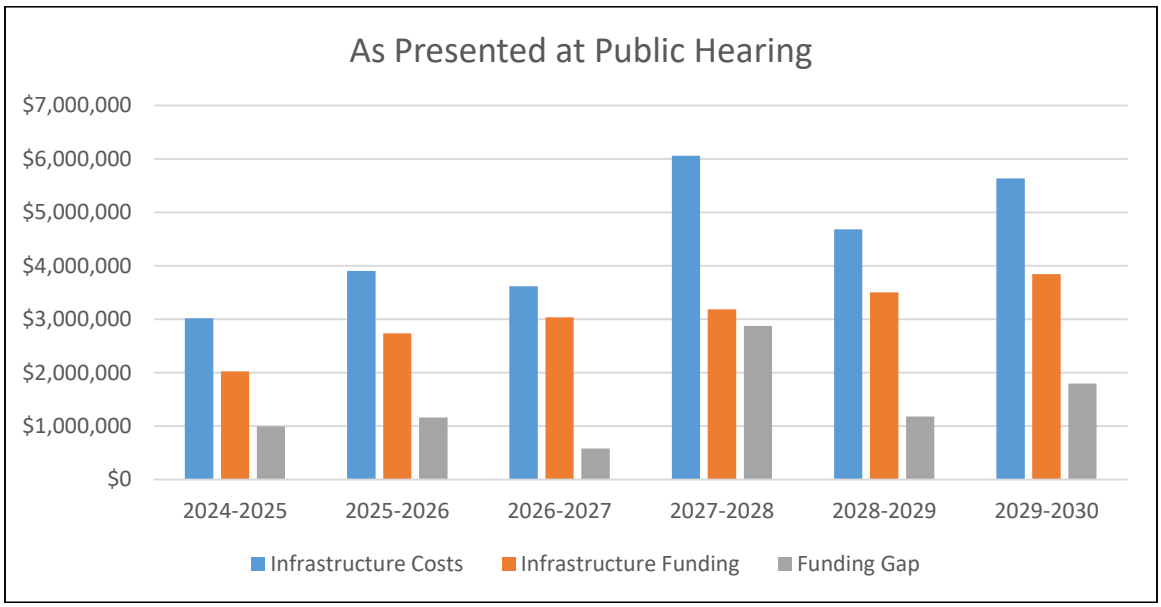
FISCAL IMPACT:
Water Rates
Water rates for 2024-2025 are recommended to increase $1.25 from $6.13 to $7.38/1,000 gallons of water used, or 20%. The increase would raise the annual cost to the average homeowner using 90 units of water by $112.50 or approximately $9/month. Approximately $1.13 of the increase is related to increased funding for infrastructure improvements. Approximately $.13 of the increase is related to the increase in the cost of water. It is projected that there will be another 20% increase in fiscal year 2025-2026. After those 2 large rate increases, the rates stabilize to around a 6%-7% increase per year. By implementing the proposed water rate increases, the funding gap is eliminated and provides funding for future infrastructure improvements.

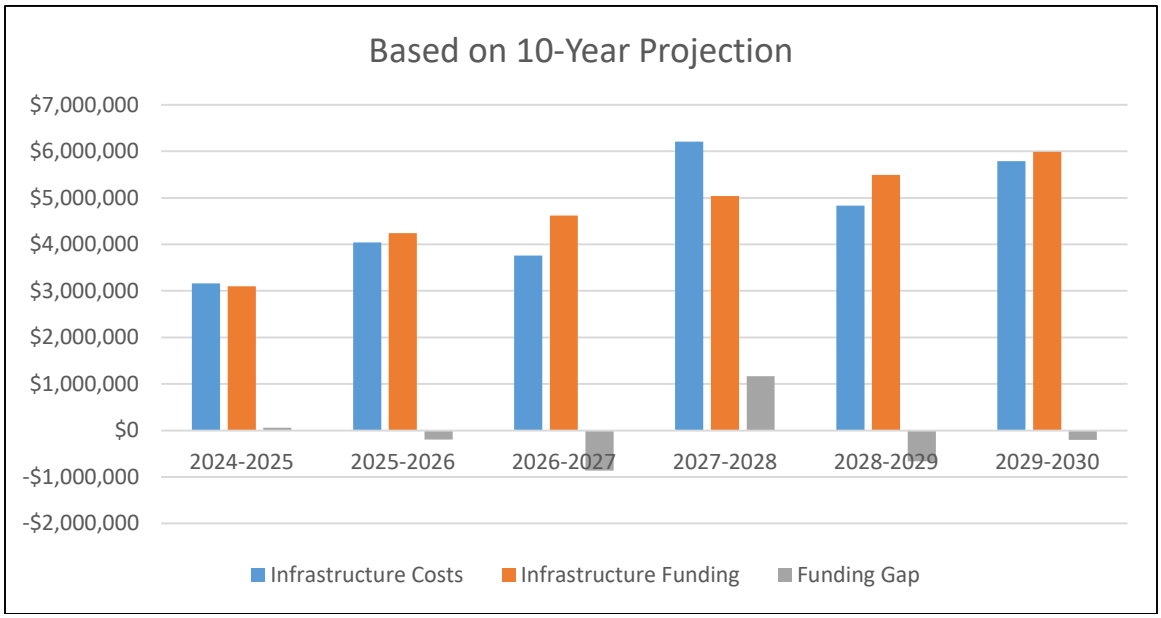




Sewer Rates

Sewer rates are recommended to increase $1.47 from $9.79 to $11.26/1,000 gallons of water used, or 15%. The increase would raise the annual cost to the average homeowner using 90 units of water by $131.40 or approximately $11/month. Approximately $1.33 of the rate increase is related to infrastructure funding. Approximately $.16 of the rate increase is related to an increase in sewage disposal costs. It is projected that there will be another 14% increase in fiscal year 2025-2026. After these 2 large increases, the projected rate stabilizes to a 6%-7% annual increase per year. By implementing the proposed sewer rate increases, the funding gap is eliminated and provides funding for future infrastructure improvements.





Storm Water Rates

Storm water rates are recommended to increase from $282 to $317, or $35 per ESWU (Equivalent Storm Water Unit) for the Evergreen-Farmington Sewage Disposal District and from $293 to $296, or $3 per ESWU for Southeast Oakland Sewage Disposal District (George W. Kuhn), annually.

Industrial Surcharge and Industrial Waste Control Charge (IWC)

The charges for Industrial Surcharge and Industrial Waste Control Charge are determined by Great Lakes Water Authority (GLWA). These charges are collected by the City and remitted to GLWA. The City does not keep any of the money it collects for these fees. The Industrial Waste Control Charge is scheduled to increase approximately 3.9%. Currently, there is one Birmingham customer charged an Industrial Surcharge which is billed directly by the Great Lakes Water Authority.

The new rates will take affect for all billings where the read date is on or after July 1, 2024.

Below are the recommended fee changes:

FEES, CHARGES, BONDS AND INSURANCE AMENDMENT

DEPARTMENT OF PUBLIC SERVICE

Section	Existing Fee	Proposed Fee	Change Code
Water			
Additional charge for water used:			
For each 1,000 gallons or part thereof	$ 6.13	$ 7.38	B

FINANCE

Section	Existing Fee	Proposed Fee	Change Code
Sewer Service Rates (Chapter 114)			
For each 1,000 gallons or part thereof	$ 9.79	$ 11.26	B
Storm Water Utility Fee (Chapter 114)			
Evergreen-Farmington Sewage Disposal District			
For each Equivalent Storm Water Unit (ESWU)			
Quarterly Fee	$ 70.50	$ 79.25	B
Monthly Fee	$ 23.50	$ 26.42	B
Southeast Oakland County Sewage Disposal District			
For each Equivalent Storm Water Unit (ESWU)			
Quarterly Fee	$ 73.25	$ 74.00	B
Monthly Fee	$ 24.42	$ 24.67	B

Industrial Surcharge (Chapter 114)

An industrial surcharge shall be levied against industrial and commercial customers contributing sewage to the system with concentrations of pollutants exceeding the levels described as follows:

Amounts of Industrial Surcharge - Total Charge per pound of excess pollutants

Biochemical oxygen demand (BOD), over 275 mg/l	$ 0.361	$ 0.392	C
Total suspended solids (TSS), over 350 mg/l	$ 0.496	$ 0.525	C
Phosphorus (P), over 12 mg/l	$ 6.629	$ 7.571	C
Fats, oils, grease (FOG) over 100 mg/l	$ 0.115	$ 0.125	C

Industrial Waste Control IWC (Chapter 114)

An industrial waste control charge shall be levied against all non-residential properties, in accordance with rates established by resolution.

Meter Size - Quarterly Charge

5/8"	$ 10.92	$ 11.16	C
3/4"	$ 16.38	$ 16.74	C
1"	$ 27.30	$ 27.90	C
1 1/2"	$ 60.06	$ 61.38	C
2"	$ 87.36	$ 89.28	C
3"	$ 158.34	$ 161.82	C
4"	$ 218.40	$ 223.20	C
6"	$ 327.60	$ 334.80	C
8"	$ 546.00	$ 558.00	C
10"	$ 764.40	$ 781.20	C
12"	$ 873.60	$ 892.80	C
14"	$1,092.00	$1,116.00	C
16"	$1,310.40	$1,339.20	C
18"	$1,528.80	$1,562.40	C
20"	$1,747.20	$1,785.60	C
24"	$1,965.60	$2,008.80	C
30"	$2,184.00	$2,322.00	C
36"	$2,402.40	$2,455.20	C
48"	$2,620.80	$2,678.40	C

CHANGE CODES

A. Fee has remained the same for many years
B. Proposed fee covers current costs
C. Pass through costs that reflects actual cost of service

D. Fee consistent with neighboring communities
E. New fee
F. Increase to cover normal inflationary increase
G. No longer provide this service
H. Other – Explain

SUSTAINABILITY:
The new rates will help secure funding for infrastructure improvements that will reduce water and sewer line leaks.

PUBLIC COMMUNICATIONS:
Water and sewer rates were discussed at the public hearing for the recommended budget on April 27, 2024.

SUMMARY:
It is recommended that the City Commission amend the Schedule of Fees, Charges, Bonds and Insurance for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2024 as recommended above.

ATTACHMENTS:
None.

SUGGESTED COMMISSION ACTION:
Make a motion adopting a resolution to amend the Schedule of Fees, Charges, Bonds and Insurance for changes in water, sewer, storm water, industrial surcharge, and industrial waste control charge rates effective for bills with read dates on or after July 1, 2024.

BIRMINGHAM
A WALKABLE CITY

MEMORANDUM

Police Department

DATE: **May 10, 2024**

TO: **Jana L. Ecker, City Manager**

FROM: **Scott A. Grewe, Chief of Police**

SUBJECT: **Camera System Upgrade, Install and Connectivity**

INTRODUCTION:
The Birmingham Police Department, in coordination with the Parking Director, requested proposals from vendors to replace the failing City camera system that was originally installed in 2001. Currently, the Police Department has cameras located around the exterior of City Hall and within the Police Department. Additionally, several cameras are located around the City, mainly within the downtown.

The parking system has existing view only cameras located at the entry/exit drive lanes of the City's five public parking structures; Chester, Park, Peabody, Pierce, and North Old Woodward. These cameras are on a separate system and are not viewable by the Police Department. No other cameras are located on or within the parking decks.

Both of these systems have reached the end of their usable life and are in need of replacement. Parts and replacements for this system are no longer available and multiple locations where cameras previously existed are currently not in operation.

BACKGROUND:
The Birmingham Police Department's camera system was initiated in 2001 after the September 11th terrorist attacks on the United States. The system was designed to assist in the security and safety of City Hall and was expanded over the years to many locations around the City. The fluid mesh wireless connectivity system utilized by the camera system has become outdated and is no longer manufactured. The camera units themselves are beginning to fail and these units are also no longer manufactured making it difficult to make any necessary repairs.

A Request for Proposals (RFP) was created by the Police Department with assistance from the Parking Director and the IT Manager. This proposal requested the replacement of all camera locations currently in existence. The Police Department requested an additional nine locations to expand its network to areas of concern for a total of 46 cameras. Cameras

located along Woodward will require the approval of MDOT prior to installation. Also requested in the proposal was a trailer outfitted with cameras to be used at special events and anytime coverage is needed where no camera is in operation. The parking system is proposing to significantly expand the network of 23 cameras in the parking decks and requested 57 new camera locations throughout all the decks and rooftops for a total of 80 new cameras. The RFP was posted on the Michigan Inter-Governmental Trade Network (MITN) on February 27, 2024, and a mandatory pre-bid meeting was held on March 1, 2024, which 15 companies attended. On March 21, 2024, the bid opening was publicly held in the Commission Room. In total, six companies submitted proposals; D/A Central, Innovative Technology Solutions, Presidio Network, Sentinel Technologies, Security Designs and Traffic & Safety Control Systems. The total cost proposed by each of those companies is as follows:

Proposal Company	Total Cost
D/A Central	$539,786.00
Innovative Tech Solutions	$430,771.10
Presidio	$615,700.00
Security Designs	$562,194.00
Sentinel Technologies	$721,412.00
Traffic and Safety Control Systems	$697,541.00

One company, Innovative Tech Solutions, suggested Axis as their camera solution, however they were non-responsive in their submission, failing to provide information that was specifically requested in the RFP. Since they did not complete the RFP as requested and lacked substantial documentation, Innovative Tech Solutions was removed from contention in this project. (See attached vendor comparison spreadsheet for details)

Two different platforms were proposed by the five remaining companies, Motorola Solutions Avigilon Alta and Verkada. To ensure a thorough understanding of the products proposed, two separate meetings were held on Friday, April 5, 2024, with representatives from Motorola Solutions and Verkada. Both products are a significant upgrade from our current video security system. In addition to meeting with camera solution vendors, Chief Scott Grewe, Parking Manager Aaron Ford, IT Manager Eric Brunk, Services Captain Greg Wald and Officer Gina Moody met with each of the remaining companies to review their proposals and discuss any questions or concerns by either party. The meetings were held as follows:

Proposal Company	Proposal Review Meeting
D/A Central	April 15, 2024
Presidio	April 10, 2024
Security Designs	April 11, 2024
Sentinel Technologies	April 10, 2024
Traffic and Safety Control Systems	April 8, 2024

<u>Product Comparison</u>

Verkada is a cloud based camera solution and is NDAA compliant (National Defense Authorization Act). Parts for their cameras are shipped from overseas and the cameras are assembled in the United States. During our product comparison, the Police Department identified multiple areas of concern regarding the purchase of the Verkada system. Verkada cameras are specifically used with their software and are not compatible with other units. Should the City choose to end our

contract with Verkada, the camera units would be unusable on any other software platform and a total replacement would be required. Additionally, all vendors using the Verkada platform utilized a cellular connection for remote camera locations which significantly increased the bid price. These cellular connections require the purchase of a Gateway to make the connection. This Gateway also has an annual license fee and a data charge through a cellular provider for each camera increasing the annual cost for service. Also, if a multi-sensor camera is used (one dome with four cameras providing 360-degree viewing) Verkada advised they require four licenses and four data charges annually, however, references stated it was an increased license cost but not equal to four times of a single camera. With Motorola, this same style camera only requires one license annually. Verkada partners with other software companies to integrate capabilities such as gunshot detection, however, these services are not included in their bid price and do require an additional contract with these software companies at an additional cost.

Motorola Solutions Avigilon Alta is a cloud based system that is NDAA compliant (National Defense Authorization Act). The camera units are 100% manufactured and assembled in the United States and are ONVIF (Open Network Video Interface Forum) compliant, meaning that the cameras we purchase could be used with other ONVIF software systems. This also means that any current cameras we use that are still functioning could be brought into their system potentially reducing the number of new cameras that we will need to purchase. Vendors (DA Central and Security Designs) who proposed Motorola Solutions have both proposed a wireless "point-to-point" system versus a cellular model for remote camera locations. This type of connectivity requires no additional annual license fees like that proposed with the Verkada cameras and the cellular gateway plan. Additionally, all search functions and all other capabilities, such as gunshot detection, glass breakage and other alerts are all included in the bid price and do not require an additional contract.

The Motorola product also has the capability of integrating our Motorola police radios. This integration would allow alerts from the camera system to be sent directly to our officer's radios for a quicker response. The Birmingham School District is currently on a Motorola platform and the district provides access to our department to view their cameras. Currently this requires a separate login from our existing system and therefore is not always readily available. With this new program we would be able to integrate the school cameras into our viewing platform. Additionally, this program provides an opportunity to partner with local businesses in our community that have camera systems to provide access to the Police Department to view their cameras. Obtaining access to exterior cameras at businesses can dramatically expand the Police Department's network, improving safety and strengthening our efforts to deter, identify and solve crime. The Verkada platform does not permit any cameras to be used on their system other than Verkada cameras.

<u>Vendor Comparison</u>

DA Central and Security Designs are the two vendors that proposed the Motorola Solutions product and each presented a detailed proposal to address all the needs identified in the RFP. Attached to this report is a comparison spreadsheet that identifies key elements of all the proposals that were received. The primary difference between the DA Central and the Security Design proposal is DA Central's Prime Support 10-year warranty for labor and installation. Security Designs proposal includes a one-year warranty for labor and installation, any work required after the warranty expires would be charged at an hourly rate of $95.00, or a service contract could be negotiated. The DA Central base proposal is also $29,794.00 less than Security Designs proposal.

The Police Department either contacted or visited the following references: Troy Schools, Livonia Schools, City of Plymouth, Warren Police, Dearborn Police, Taylor Police and the City of Ferndale. These references have used either DA Central or Security Designs for their own camera projects and all but two (Livonia Schools, Taylor Police) use the Motorola product. Taylor Police advised they chose Verkada as a sole source for compatibility due to their public schools already having a Verkada system in place. All contacts provided positive comments regarding their camera products and the services they have received from either company.

LEGAL REVIEW:
The request for proposal (RFP) and contract was reviewed and approved by City Attorney Mary Kucharek prior to posting.

FISCAL IMPACT:
To facilitate this project, the Birmingham Police Department and the Parking Manager have budgeted over two fiscal years. Each department budgeted $195,500.00 during the 2023/2024 fiscal year. Additionally, the Police Department has budgeted $300,000.00 and the Parking Manager budgeted $200,000.00 in the 2024/2025 fiscal year.

Police Department Budget – Machinery and Equipment 101.0.301.000-971.0100

FY 2023/2024 = $195,000.00 FY 2024/2025 = $300,000.00
Total Funds Available = $495,000.00

Parking System Budget – Machinery and Equipment (Budgeted Equally at Each Structure)
514.1-594.002-971.0100
514.1-594.003-971.0100
514.1-594.004-971.0100
514.1-594.005-971.0100
514.1-594.008-971.0100

FY 2023/2024 = $195,000.00 FY 2024/2025 = $200,000.00
Total Funds Available = $395,000.00

Total amount budgeted = $890,000.00

Despite the Parking Manager requesting a larger amount of new camera locations versus the Police Department, the cost associated with the parking decks is significantly lower due to fiber internet already located within each structure. Many of the camera locations identified by the Police Department are at remote locations requiring a power source and connectivity solutions. Based on the detailed location cost proposal provided by DA Central, 62.6% of the total project cost is associated with the Police Department requests while 37.4% of the cost is contributed to the cameras requested in the parking decks.

The IT Department has advised that each parking garage will require one Ruckus 7150 12 port POE+ switch in addition to what is already in place to provide connectivity for the cameras. This connection point is the responsibility of the City and each switch is $600.00.

The Police Department recommends that a project contingency of 10 percent be included for potential unforeseen additional costs that may be associated with the installation. The chart below shows the total project cost for both companies based on their proposals.

Initial Costs	Security Designs	D/A Central
Proposal	$592,800.00	$569,350.00
60 day retention increase	$3,999.00	Included in Bid
POE+ Switch	$3,000.00	$3,000.00
10% Contingency	$59,580.00	$57,235.00
Total Project Cost	$659,379.00	$629,585.00

All camera systems reviewed during this process require an annual license fee per camera. The first year of this license was included in the proposals by both Security Designs and D/A Central. With the license fee, the product is warrantied for 10 years which includes technical support and system upgrades for the cameras and the software program for monitoring and reviewing video. The City could elect to pay for multiple years in advance for the licensing of the equipment for an overall reduced price as illustrated below. The price shown for the multi-year licensing options below, would be added to the total project costs displayed above.

	1-Year License	3-Year License	5-Year License	10-Year License
License fee is based on the total number of cameras, the first year is included in the bid.				
Security Designs	$18,408.00	$41,681.20	$79,413.69	$173,019.96
Discount per plan vs. Annual Payment		$13,542.80	$12,636.31	$11,060.04
D/A Central	$26,595.00	$51,857.00	$103,715.00	$165,201.00
Discount per plan vs. Annual Payment		$27,958.00	$29,260.00	$100,749.00

SUSTAINABILITY:
The proposed mobile camera solution will be mounted on a trailer outfitted with solar panels and batteries for prolonged remote use.

PUBLIC COMMUNICATIONS:
This issue was initially discussed with the City Commission at the 2023 Long Range Planning meeting and at the April 27, 2024, budget hearing.

SUMMARY:
The Birmingham Police Department, in coordination with the Parking Director, requested proposals from vendors to replace the failing City camera system that has been in place since 2001. A Request for Proposal (RFP) was created by the Police Department with assistance from the Parking Director and the IT Manager. The RFP was posted on the Michigan Inter-Governmental Trade Network (MITN) on February 27, 2024, and a mandatory pre-bid meeting was held on March 1, 2024, which 15 companies attended. On March 21, 2024, the bid opening was publicly held in the City of Birmingham Commission Room. In total, six companies submitted

proposals; D/A Central, Innovative Technology Solutions, Presidio Network, Sentinel Technologies, Security Designs and Traffic & Safety Control Systems.

One company was non-responsive to several areas of the RFP and was ultimately removed from consideration. Two different platforms were proposed by the five remaining companies, Motorola Solutions Avigilon Alta and Verkada. After numerous meetings with the product companies, vendors and references, Motorola Solutions Avigilon Alta was chosen as the preferred product. DA Central and Security Designs are the two vendors that proposed the Motorola Solutions product and each presented a detailed proposal to address all the needs identified in the RFP. Both firms will attend the City Commission meeting on May 20, 2024 to answer any questions.

At the May 1, 2024, Advisory Parking Committee (APC) meeting, this project was discussed. The APC was very supportive of this project and ultimately passed a recommendation to support the installation of new cameras as documented in this report.

ATTACHMENTS:

1. Request for Proposal with City Contract
2. Contractor Tracking Form
3. Comparison Spreadsheet for Proposals Received
4. Advisory Parking Committee May 1, 2024, Meeting Minutes
5. Security Designs Proposal
6. D/A Central Proposal

SUGGESTED COMMISSION ACTION:

Option 1: Security Designs

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity in the amount not to exceed $659,379.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity, including the three (3) year licensing option in the amount not to exceed $701,060.20. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity, including the five (5) year licensing option in the amount not to exceed $738,792.69. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with Security Designs for the Camera System Replacement, Install and Connectivity, including the ten (10) year licensing option in the amount not to exceed $832,398.96. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Option 2: D/A Central

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity in the amount not to exceed $629,585.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the three (3) year licensing option in the amount not to exceed $681,442.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the five (5) year licensing option in the amount not to exceed $733,300.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

OR

Make a motion adopting a resolution to approve an agreement with D/A Central for the Camera System Replacement, Install and Connectivity, including the ten (10) year licensing option in the amount not to exceed $794,786.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.

BIRMINGHAM

REQUEST FOR PROPOSALS
For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

Sealed proposals endorsed **"CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT,"** will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until Friday, March 15, 2024 at 2:00 p.m. at which time bids will be publicly opened and read.

There will be a mandatory pre-bid meeting on Friday, March 1, 2024 at 1:00 p.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI, City Commission Room 2nd floor. Contractors must register for the pre-bid meeting by Monday, February 19, 2024 at 10:00 a.m. by contacting Officer Gina Moody at (248) 530-1772 or by email at gmoody@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide a comprehensive camera system to be utilized within and around City Hall, on City Streets, at intersections, and in the City's (5) parking structures. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording. This work must be performed as specified in accordance with the specifications contained in this Request for Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan.

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

Submitted to MITN:	Wednesday, February 7, 2024
Mandatory Pre-Bid Meeting:	Friday, March 1st, 2024 at 1:00 p.m. 151 Martin St., Birmingham, MI 48009 City Commission Room 2nd Floor
Deadline for Submissions:	Friday, March 15, 2024 at 2:00 p.m. 151 Martin St., Birmingham, MI 48009
Contact Person:	Officer Gina Moody 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1772 Email: gmoody@bhamgov.org

REQUEST FOR PROPOSALS
For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

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8日

INTRODUCTION

For purposes of this RFP the City of Birmingham will hereby be referred to as “City” and the private firm will hereby be referred to as “Contractor.”

The City is accepting sealed bid proposals from qualified professional firms to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City’s (5) five parking structures. This includes providing the camera units, the installation of all camera units, the network connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP.

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

It is anticipated the selection of a firm will be completed by Friday, April 19, 2024. 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 City is accepting sealed bid proposals from qualified professional firms to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City’s (5) five parking structures. This includes providing the camera units, the installation of all camera units, the connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP.

PRE-BID MEETING

Prior to submitting a bid, interested bidders are provided the opportunity to attend a mandatory pre-bid meeting to make inquiries about the RFP and ask questions regarding the project. This meeting will be held on Friday, March 1, 2024, at 1:00 p.m. at 151 Martin Street, Birmingham MI in the City Commission Room on the 2nd floor.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday, March 15, 2024 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
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, “**CITY OF**

BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT." Any proposal received after the due date will not be accepted, 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: Officer Gina Moody, 151 Martin Street, Birmingham, MI 48009. 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, at our sole discretion, 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 Contractor shall include in his or her proposal, in the format requested, the cost of labor, installation, camera units, camera system connectivity, software, and total budget.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The 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.
3. Contractor background and personnel qualifications.
4. Any subcontractor companies to be utilized, if necessary.
5. Quality of materials proposed.
6. Overall Costs.
7. References.

TERMS AND CONDITIONS

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

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

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

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

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

6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

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

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

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. Agreement (Attachment A).
   b. Bidder's Agreement (Attachment B)
   c. Cost Proposal (Attachment C)
   d. Iran Sanctions Act Vendor Certification Form (Attachment D)

2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

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

5. A description of the firm, 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. 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 all applicable permits required at no cost to the City.

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.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as Attachment A .

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.

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

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor 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.

INDEMNIFICATION

The successful Contractor agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A.

CONFLICT OF INTEREST

The successful Contractor is subject to conflict of interest requirements/restrictions in accordance with paragraph 17 of the Agreement attached as Attachment A.

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

Submitted to MITN:	Wednesday, February 7, 2024
Mandatory Pre-Bid Meeting RSVP deadline:	Monday, February 19, 2024 at 10:00 a.m.
Mandatory Pre-Bid Meeting:	Friday, March 1, 2024 at 1:00 p.m. 151 Martin St., Birmingham, MI 48009 City Commission Room 2nd Floor
Deadline for Submissions:	Friday, March 15, 2024 at 2:00 p.m. - 151 Martin St., Birmingham, MI 48009
Award of Bid:	Estimated award by April 19, 2024
Project Kickoff:	Work expected to begin May 1, 2024
Project Completion:	October 31, 2024

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 provide a new operating software platform to control, monitor, review and record camera footage. This system must include the ability to control pan-tilt-zoom cameras, search available video by date, time and location. The search functions shall also have the capabilities to search for motion and suspect descriptions but SHALL NOT have facial recognition software to identify persons.
    a. This software program must also have the capabilities to retain video data based on the City's retention policy and the ability to download and prepare video's for police reports and courtroom use.

2. The Birmingham Police Department is seeking to update the existing camera system currently in place and replace the camera units and the network connectivity to all units that currently exist within the City of Birmingham. This includes:
    a. Interior and Exterior of Birmingham City Hall
        i. (5) existing PTZ or pan-tilt-zoom camera units

ii. (16) existing fixed camera units

b. Police Department Gun Range
    i. (4) existing fixed camera units
c. Police Evidence Storage
    i. (2) existing fixed camera units
d. Intersections/public venues within the City of Birmingham
    i. (10) existing PTZ camera units
e. Parking Structures
    i. (7) existing fixed camera units in Pierce Structure
    ii. (6) existing fixed camera units in Chester Structure
    iii. (5) existing fixed camera units in North Old Woodward Structure
    iv. (5) existing fixed camera units in Peabody Structure
    v. (5) existing fixed camera units in Park Structure

3. The Birmingham Police Department seeks to add several additional camera units along with network connectivity to additional locations within the City of Birmingham. This includes:
    a. Intersections/public venues within the Central Business District
        i. (4) new PTZ camera units
        ii. (1) new fixed camera unit
    b. Intersections/public venues outside of the Central Business District
        i. (4) new PTZ camera units
    c. Parking Structures
        i. Pierce Parking Structure
            1. (1) new PTZ camera unit
            2. (10) new fixed camera units
        ii. Chester Parking Structure
            1. (2) new PTZ camera units
            2. (10) new fixed camera units
        iii. North Old Woodward Parking Structure
            1. (2) new PTZ camera units
            2. (10) new fixed camera units
        iv. Peabody Parking Structure
            1. (1) new PTZ camera unit
            2. (10) new fixed camera units
        v. Park Parking Structure
            1. (10) new fixed camera units
            2. (1) new central camera unit with audio

4. The City of Birmingham parking structures' camera units currently do not allow for recording and are only available for real-time viewing and communication by a third party vendor at the gate locations. The camera unit and network connectivity updates and additions to the parking structures should allow accessibility for real-time viewing by the Birmingham Police Department as well as allow for recording accessibility for a minimum of 60 days.

5. The bid shall include a mobile camera unit. The mobile camera must be anchored to a trailer which can be easily transported to many locations and include battery power. The camera must be available for remote connectivity to be viewed by the Birmingham Police Department staff in real-time and should allow for recording utilizing the same software program.

6. Three viewing stations exist, one each at three separate emergency dispatch consoles. Each must have their own access to the camera system through remote control access or keyboard control. No software can be uploaded to any dispatch console computer due to security requirements.

7. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.

8. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

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

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

MINIMUM TECHNICAL SPECIFICATIONS

Category	Category Requirements
Cloud	Preference will be given to a hybrid cloud security platform where products are managed through a single pane of glass
Platform	Interface is easy to navigate and can be managed under a a centralized platform through a single pane of glass
Support	24/7 technical support included (call/email/chat) at no additional cost including weekends and holidays
	Advanced RMA at no additional cost
Updates	Automatic firmware and software updates at no additional cost
	New features and enhancements are added at no additional cost
Costs	No additional/unpredictable associated with solution e.g., ongoing maintenance, server replacement costs
Security	Data is fully encrypted in transit and at rest
	Traffic is transmitted over the network using equal to or better than TLS v1.2 and encrypted with AES
	Ability to integrate with Single-Sign-On (SSO) providers; offer Multi Factor Authentication options
Warranty	All cameras (except PTZ and older dome models) must come with a 10-year warranty
Platform	Full range of camera types offered: domes, mini-domes, bullets, fisheyes, multisensor and PTZs
Feature	Resolution: Minimum of 2MP (1920 x 1080), and up to 8MP (3840 x 2160) resolution; up to 12MP (4056 x 3040) for fisheye cameras
	Environmental Impact: At least 1P66 rating or above, to protect against dust and environmental elements for outdoor cameras
	Onboard Storage: Minimum of 128GB and up to 2TB for mini/ standard domes, up to 8TB for multisensor and up to 3TB for PTZ
	Backup: 30-days cloud backup included with each camera

	Archiving: True unlimited archiving-any footage archived goes to the cloud and is kept indefinitely across all cameras
	Recording is required 24/7 and must have capability to record audio
	Infrared (IR): IR Illumination for night visibility, minimum of 10m (33 ft.) and up to 30m (98 ft.) range; up to 100m (328 ft.) for PTZ
Analytics	People Analytics: Provide the ability to filter video based on date and time range, and the physical description of a person (clothing color on top or bottom, wearing a backpack, etc.). Facial recognition software shall not be included.
	Vehicle Analytics: Ability to filter video based on make, body style and color of vehicle (cars, buses, trucks and motorcycles)
Footage Management:	Motion Search: Ability to select region in feed and return instances of motion
	Export: Must include the ability to export industry-standard video formats of selected video footage that can be viewed on standard platforms without proprietary viewer
	Heat Maps: Ability to show heat maps of live and historical views of where activity is taking place
	Floor Plans: Ability to upload floor plans into the camera system and place cameras on that floor plan, and show motion in those floor plans within the City Hall facility
	Incident Management: Ability to consolidate, review and annotate footage and collaborate securely to streamline investigations and simplify reporting
Alerts:	Live alerts and notifications for when uploaded faces/people are detected by any camera (facial recognition? we said no to that)
	Provide email or SMS notification of critical system events (camera failure, tampering, etc.)
Sharing:	Ability to share live link or historical footage of a single camera or group of cameras with a set of external contacts (e.g., first responders)

Users:	Allow an unlimited number of Administrative users. No additional software licenses are necessary for additional users
Backup:	Must have a built-in backup battery to keep the system online for up to 12 hours in the event of a power loss
	Compatibility with vendors own cellular backup module for multiple backup LTE connections for a wireless hub

Attachment A

8日

AGREEMENT

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

This AGREEMENT, made this _____day of _____, 2024, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and _____, having its principal office at _____ (hereinafter called "Contractor"), and effective upon the date of the Mayor's signature, provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham is desirous of replacing the current City of Birmingham camera system and is requesting proposals for the **CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT**; and

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide a comprehensive camera system to be utilized within and around the City Hall building, at intersections, and in the (5) parking structures in the City of Birmingham. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for proposals to provide a comprehensive camera system to be utilized within and around the City Hall building, at intersections, in the City's (5) parking structures. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording.

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

1. MUTUALLY AGREE: It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City's (5) five parking structures, including providing the camera units, the installation of all camera units, the connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording the Contractor's response to bid proposal, and the Contractor's cost proposal dated _____, 2024 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. TERM: This Agreement shall have a term of one year from the date stated above for completion of all work, however, the warranties conveyed shall last as represented in the bid proposal. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice with or without cause. In the event of termination, the Contractor shall receive compensation for services and equipment to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date.

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

4. The 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 Contractors 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 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as

employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which 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 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 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 Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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 Contactor 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: Ofc. Gina Moody

Contractor: _____
_____
_____
_____

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by the 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 it in written response dated _____, to the City’s Request for Proposals dated January 24, 2024 (attached hereto as Attachment “B”). In the event of a conflict in any of the terms of this Agreement and the Contractor’s response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and _____, 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 _____, 2024, before me personally appeared _____, who acknowledged that with authority on behalf _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By:_____
Alexandria D. Bingham, City Clerk

Approved:

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

_____
Scott A. Grewe, Chief of Police
(Approved as to substance)

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

_____
Mark A. Gerber, Director of Finance
(Approved as to financial obligation)

ATTACHMENT B - BIDDER'S AGREEMENT

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

PREPARED BY (Print Name)	**DATE**
TITLE	**DATE**
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
COMPANY	
ADDRESS	**PHONE**
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	**BID AMOUNT**
Camera Units – PTZ	$
Camera Units - Fixed	$
Camera Unit- Central w/Audio	$
Mobile Camera Unit w/Trailer	$
Additional Materials & Equipment	$
Labor	$
Connectivity Costs-Initial Fees	$
Connectivity Costs-Annual Fees	$
Software	$
Miscellaneous (Attach Detailed Description)	$
TOTAL BID AMOUNT	$
ADDITIONAL BID ITEMS	
GRAND TOTAL AMOUNT	$

Firm Name_____

Authorized signature_____

Printed Name_____

Date_____

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

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 E – CAMERA LOCATIONS

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

CAMERA NAME	LOCATION	CAMERA TYPE	EXISTING OR NEW
PIERCE GATE	MOUNTED ON CITY HALL (EAST SIDE OVER MAIN ENTRANCE TO PD)	PTZ	EXISTING
BOOKING ENTRANCE	MOUNTED ON CITY HALL (S WALL NEAR RAMP)	PTZ	EXISTING
HENRIETTA GATE	MOUNTED ON CITY HALL (SW CORNER OF GARAGE AREA)	PTZ	EXISTING
MARTIN STREET	MOUNTED ON CITY HALL OVER MARTIN ENTRANCE (NORTH SIDE)	PTZ	EXISTING
VESTIBULE	MOUNTED INSIDE PD VESTIBULE AREA ABOVE CITY HALL DOOR	FIXED	EXISTING
BOOKING ROOM 1	MOUNTED INSIDE BOOKING, ABOVE OUTSIDE DOOR	FIXED	EXISTING
BOOKING ROOM 2	MOUNTED INSIDE BOOKING, ABOVE BOOKING COMPUTERS	FIXED	EXISTING
CELL 1 FRONT	MOUNTED INSIDE ENTRY AREA OF CELLS ABOVE BOOKING DOOR	FIXED	EXISTING
CELL 1 BACK	MOUNTED INSIDE CELL ABOVE TOILET AREA	FIXED	EXISTING
CELL 2	MOUNTED INSIDE CELL 2 ABOVE THE DOOR	FIXED	EXISTING
JUVENILE CELL	MOUNTED INSIDE CELL ABOVE DOOR	FIXED	EXISTING
CLERICAL	MOUNTED INSIDE PD CLERICAL AREA, NEAR DISPATCH ENTRANCE FACING PD MAIN ENTRANCE	FIXED	EXISTING
OLD WOODWARD/MAPLE	MOUNTED ON LIGHT POLE, N/W CORNER IN FRONT OF STARBUCKS	PTZ	EXISTING
OLD WOODWARD/OAKLAND	MOUNTED ON LIGHT POLE, S/E CORNER	PTZ	EXISTING
OLD WOODWARD/MERRILL	MOUNTED ON LIGHT POLE, S/W CORNER	PTZ	EXISTING
OLD WOODWARD/HAMILTON	MOUNTED ON LIGHT POLE, S/W AREA OF INTERSECTION	PTZ	EXISTING

WOODWARD/LINCOLN	MOUNTED ON LIGHT POLE ON NORTH MEDIAN	PTZ	EXISTING
WOODWARD/MAPLE	MOUNTED ON LIGHT POLE ON NORTH MEDIAN	PTZ	EXISTING
MAPLE/CHESTER	MOUNTED ON LIGHT POLE, N/E CORNER	PTZ	EXISTING
CITY HALL/PD PARKING LOT	MOUNTED ON EAST SIDE OF GARAGE	FIXED	EXISTING
CITY HALL REAR DOOR	MOUNTED ABOVE NORTH CITY HALL ENTRANCE	FIXED	EXISTING
GARAGE DOORS	MOUNTED ON POLE ACROSS FROM GARAGE DOORS ON SOUTH SIDE OF PARKING LOT	PTZ	EXISTING
COIN ROOM	MOUNTED INSIDE COIN ROOM OF CITY HALL	FIXED	EXISTING
SHAIN PARK	MOUNTED ON LIBRARY ROOF, EAST SIDE	PTZ	EXISTING
SHAIN PARK	MOUNTED ON COVERED STAGE AREA	PTZ	NEW
SHAIN PARK	MOUNTED ON POLE NORTH END OF PARK	PTZ	NEW
BOOTH PARK	MOUNTED ON LIGHT POLE, WEST SIDE OF OLD WOODWARD/S OF HARMON	PTZ	EXISTING
BARNUM PARK	MOUNTED ON LIGHT POLE, S/E CORNER	PTZ	EXISTING
EVIDENCE ROOM	INSIDE CITY HALL	FIXED	EXISTING
EVIDENCE ROOM	INSIDE CITY HALL	FIXED	EXISTING
SUPPLY ROOM	INSIDE CITY HALL	FIXED	EXISTING
IT ROOM-FRONT	INSIDE CITY HALL	FIXED	EXISTING
IT ROOM-BACK	INSIDE CITY HALL	FIXED	EXISTING
FOURTEEN MILE/WOODWARD	NORTH MEDIAN	PTZ	NEW
MAPLE/ADAMS	SOUTHEAST CORNER	PTZ	NEW
OAKLAND/WOODWARD	NORTH MEDIAN	PTZ	NEW
OAK/WOODWARD	SOUTH MEDIAN (GHAFARI MOBIL?)	PTZ	NEW

OLD WOODWARD/OAK	TBD (GHAFARI MOBIL?)	PTZ	NEW
OLD WOODWARD/BROWN	TBD	FIXED	NEW
OLD WOODWARD/BOWERS	TBD	PTZ	NEW
EVIDENCE STORAGE	SOUTH END	FIXED	EXISTING
EVIDENCE GARAGE DOOR	OVER DOOR	FIXED	EXISTING
PISTOL RANGE	OUTSIDE MAIN DOOR	FIXED	EXISTING
PISTOL RANGE	GUN VAULT	FIXED	EXISTING
PISTOL RANGE	FIXED	FIXED	EXISTING
PISTOL RANGE	FIXED	FIXED	EXISTING
PIERCE STRUCTURE ROOF	NORTHEAST CORNER OF ROOF	PTZ	NEW
PIERCE STRUCTURE GATES* X 7	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
PIERCE STRUCTURE - BASEMENT WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 1 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 2 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 3 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 4 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - BASEMENT EAST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 1 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 2 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 3 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW
PIERCE STRUCTURE - LEVEL 4 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW

PEABODY STRUCTURE ROOF	SOUTH END OF ROOF	PTZ	NEW
PEABODY STRUCTURE GATES* X 5	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
PEABODY LEVEL 1 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 2 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 3 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 4 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 5 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 1 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 2 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 3 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 4 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PEABODY LEVEL 5 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
PARK STRUCTURE ROOF	360 FIXED W/AUDIO	CENTRAL	NEW
PARK STRUCTURE GATES* X 5	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
PARK STRUCTURE - LEVEL 1 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 2 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 3 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 4 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 5 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 1 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 2 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW

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PARK STRUCTURE - LEVEL 3 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 4 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
PARK STRUCTURE - LEVEL 5 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD STRUCTURE ROOF	EAST SIDE	PTZ	NEW
N. OLD WOODWARD STRUCTURE ROOF	WEST SIDE	PTZ	NEW
N. OLD WOODWARD GATES* X 5	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
N. OLD WOODWARD - LEVEL 1	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 2	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 3	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 4	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 5	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 1	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 2	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 3	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 4	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
N. OLD WOODWARD - LEVEL 5	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE ROOF	NORTHWEST CORNER	PTZ	NEW
CHESTER STRUCTURE ROOF	SOUTHEAST CORNER	PTZ	NEW
CHESTER STRUCTURE GATES * X 6	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
CHESTER STRUCTURE - LL 2	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LL 2	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW

CHESTER STRUCTURE - LL 1	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LL 1	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LEVEL 1	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LEVEL 1	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LEVEL 2	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LEVEL 2	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LEVEL 3	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
CHESTER STRUCTURE - LEVEL 3	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW

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Bid Submitted: RFP Camera System Upgrade

DATE	COMPANY	ATTENDEE	CONTACT INFORMATION	RSVP for Meeting	Attended Meeting	BID SUBMITTED	NOTES
	ABEL ELECTRONICS	RYAN LAKE	(586) 777-8232 RYAN@ABELELECTRONICS.COM	X	X		
	ALLCOMM	DAVID CORBAT	(248) 264-4680, DCORBAT@GOALLCOMM.COM	X	X		
	AXIS COMMUNICATIONS	JAMES CROMER	(248) 520-9888 JAMES.CROMER@AXIS.COM		X		
	C & R ELECTRIC	TIM GRIFFITH	(989) 567-1720 TGRIFFITH@CANDRELEC.COM	X			
	D/A CENTRAL	STEVE LAFAVE AND JOE VANWELSENAERS	(248)399-0600 X 122 JOE.VANWEL@DACENTRAL.COM	X	X	X	
	IDENTIFY INC.	GARY ZULINSKI	(313) 556-2244 GZULINSKI@CHOOSEID.COM	X			
	INNOVATED ENERGY CONTROLS	TODD UNDERHILL	TUNDERHILL@IECCOMPANY.COM		X		
	INNOVATIVE TECHNOLOGY SOLUTIONS	JAMES BOWERS	(248) 301-1378 X2000 JBOWERS@INNOTECHMI.COM	X	X	X	
	KNIGHT WATCH INC.	CATHERINE FAIRCLOTH, CASEY SANITATE	(248) 850-8164 CFAIRCLOTH@KNIGHTWATCH.NET CSANITATE@KNIGHTWATCH.NET	X	X		
	MCMI	ROBERT COX	(586) 634-6282 RCOX@MCMI.NET		X		
	METRO DETROIT INTEGRATED SYSTEMS LLC	JASON W. HANSE, ERIC HUBERS	(248) 289-8500 X 114 JHANSE@MDISNOW.COM	X			
	PHOENIX COMMUNICATIONS	PETE PATROULIAN	(586) 992-0700 DISPATCH@PHOENIXCOMMUNICATION .COM		X		
	PRESIDIO	MATT CAMPS, RUSS ORMAN	(248) 679-3208, MCAMPS@PRESIDIO.COM RORMAN@PRESIDIO.COM	X	X	X	
	SECURITY DESIGNS	JOHN HUMENAY	(734) 421-0077 JOHN@SECURITYDESIGNS.COM	X	X	X	
	SENTINEL TECHNOLOGIES	PATRICK BOWLES	(734)822-5865 PBOWLES@SENTINEL.COM	X	X	X	
	SEQUOIA	JEFF WHALEY	(248) 310-0256 JWHALEY@SEQTECH.NET		X		
	TRAFFIC AND SAFETY CONTROL SYSTEMS INC	ROBERT PUHR, JOHN BOTICA	(248)348-0570 X204, JROBP@TRAFFICANDSAFETY.COM JOHNB@TRAFFICANDSAFETY.COM	X	X	X	
	VERKADA	NICK NETTEN	(480) 319-4113 nick.netten@verkada.com	X	X		

	Sentinel	Presidio	Traffic and Safety Control Systems	Security Designs	D/A Central	Innovative Tech Solutions
In Business Since	1982	2005	50+ Years Experience	35+ Years Experience	1957	15+ Years Experience
Located	Livonia	Ferndale	Wixom	Farmington Hills	Detroit/Oak Park	Flushing
License Period (Hardware)	3-years Included in bid. $16,500 per year after	1-year license included in bid price.	1-year included in bid ($17,945.00). To increase to 3-year $32,109.00. 5-year $63,494.00. 10-year $145,282.00.	Connectivity Costs Annual Fee $14,409.00, First year included in bid.	Connectivity costs Annual fee $26,595. First year license included.	Annual $7,925.36
Cellular Gateway Plan	1-year 10-devices $558.00 each cost included in bit for first year. $5,580 per year after.	1-year cellular cost included in bid price for 21 Gateways.	19 Cellular Gateway $10,122.00 annualy.	All wireless, if cannot establish connection then add celluar to city's account at additional costs. No additional costs for Gateway/Caddlepoint of license, just cellular data charges.	Added if needed - Extra Cost Avigilon Alta cloud based-VMS Platform Utliizing existing wireless network or new if necessary.	No Info provided on connectivity.
Installation By	Sequoia Technologies	Presidio / Midwest Computer Resources (MCR) for all cabeling, Presidio completes all installations.	Traffic and Safety	Security Designs	Electrical contractor - Universal Contracting Services	ITS
Cameras	Verkada	Verkada	Verkada	Motorola Avigilon	Avigilon Alta 2 mp cameras/Motorola Solutions	Axis
Video Storage	60-day 30-day cloud backup	60-day 30-day cloud backup (365 days Onboard Storage)	60-day 30-day cloud backup (365 days Onboard Storage)	30-day storage, to get 60 days add $14,409.00 per year.	30 days on board and 60 days cloud storage.	No Info Provided
Archiving	Unlimited	Unlimited	Unlimited	Not Available	Not Available	No Info Provided
Updates	Firmware and Software automatic, no cost.	Firmware and Software automatic, no cost.	Firmware and Software automatic, no cost.	Firmware and Software automatic, no cost.	Firmware and Software automatic, no cost.	No Info Provided
Support	24/7 Phone, email and chat at no cost.	24/7 Phone, email and chat at no cost.	24/7 Phone, email and chat at no cost.	24/7 Phone, email and chat at no cost.	24/7 Phone, email and chat at no cost.	No Info Provided

Warranty	All cameras 10-year. PTZ camers 5-year. Three year service warrant of all labor and installation.	All cameras 10-year. PTZ camers 5-year. One year warranty on labor and installation.	All cameras 10-year. PTZ camers 5-year. Two year warranty on all labor and installation.	10 year with Ava Aware License yearly subscription fee. One year on labor.	All cameras 10-year parts and labor. *Bid bond secures project, installation 10 yrs of manufacturer warranty and one year of D/A prime support warrant. D/A is providing as part of their submission 10 yrs of prime support warrant not covered by bond.	No Info Provided
Security	Data fully encrypted in transit and at rest. TLS v1.2 and encrypted	Data fully encrypted in transit and at rest. TLS v1.2 and encrypted	Data fully encrypted in transit and at rest. TLS v1.2 and encrypted	HTTPS Camera connectivity, AES video encryption, digital watermarking against tampering RTSP over TLS	HTTPS Camera connectivity, AES video encryption, digital watermarking against tampering RTSP over TLS	No Info Provided
Analytics	Provdies the ability to filter video based on date and time, physical description, make color and body style of vehicle. Facial recognition software not included.	Provdies the ability to filter video based on date and time, physical description, make color and body style of vehicle. Facial recognition software not included.	Provdies the ability to filter video based on date and time, physical description, make color and body style of vehicle. Facial recognition software not included.	Unusual event detection, people/vehicle counts, intrusion detection, real time notifications/alerts. Search by physical characteristics, similarity, event. Email event notification.	Unusual event detection, people/vehicle counts, intrusion detection, real time notifications/alerts. Search by physical characteristics, similarity, event. Email event notification.	No Info Provided
Sharing	Able to share live link or historical footage. Phone app available.	Able to share live link or historical footage. Phone App available	Able to share live link or historical footage. Phone app available	Mobile App	Mobile App	No Info Provided
Total number of Cameras	127	132	127	129	130	Unknown
Power Backup	Built in battery backup to keep system online for up to 12 hours.	Not Included	APC Smart UPS for garages.		1 Minuteman UPS 12 hour	No Info Provided
Total Bid Amount	**$721,412.00**	**$615,700.00**	**$697,541.00**	**$592,800.00**	**$569,350.00**	**$430,771.10**

Advisory Parking Committee (EXCERPT)
Meeting of May 1, 2024
151 Martin Street, City Commission Room, Birmingham, MI

Minutes

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on May 1, 2024. The meeting was called to order at 7:30 a.m.

1. Roll Call

Present: Chair Al Vaitas; Committee Members Jim Arpin, Kevin Kozlowski, Lisa Silverman

Absent: Vice Chair Richard Astrein; Committee Members Michelle Moody, Mary-Claire Petcoff

Staff: Parking Systems Manager Ford; Assistant City Manager Clemence, City Transcriptionist Eichenhorn, Police Chief Grewe

3. Security Camera Proposal and Recommendation

PSM Ford and PC Grewe presented the item and answered informational questions from the APC.

Motion by Mr. Kozlowski
Seconded by Mr. Arpin to make a statement of support for the Parking System and Police Department to pursue the joint purchase and installation of a camera system.

Motion carried, 4-0.

VOICE VOTE
Yeas: Kozlowski, Arpin, Silverman, Vaitas
Nays: None

DRAFT

Security Designs
Securing your world

24083 Research Drive
Farmington Hills, MI 48335
Office: 734-421-0077
Fax: 734-421-0099

Video Surveillance and Connectivity Project

PROPOSED FOR:

City of Birmingham, MI
Attn: City Clerk
151 Martin Street
Birmingham, MI 48009
Attn: Officer Gina Moody

March 15, 2024

Introduction

Security Designs
Securing your world

GSA Contract Holder

I would like to introduce **Security Designs,** a company with more than 35 years' experience in the installation of **Security Alarms, Access Control Equipment, CCTV Systems, Fire Alarm Systems and Entry Systems.** We design and install security systems for a wide array of Corporate, Business, Governmental, and Educational clients in the Southeastern Michigan area and beyond.

Our references are a testament to the quality level of both our systems and the ongoing service we provide to our clientele. Recent major projects include the following system installations: district-wide Network Card Access systems for the West Bloomfield School District, district-wide CCTV systems for Wayne Westland Community Schools, district-wide CCTV systems for the Anchor Bay School District, and Access Control for the Monroe Police Department.

Security Designs, not only designs security systems with the highest level of integrity in the industry, we also provide monitoring services for Intrusion and Fire systems with a documented high level of reliability. Security Designs also has 24/7, 365 day emergency service and a 2 hour response when required. Our vehicles have an established inventory on hand and we have a local distributor for any other parts or additional support required, usually within 24 hours.

Security Designs is Insured, Bondable and Licensed in the State of Michigan (license # 3601207434) as a Burglar Alarm Company.

Our full time Design and Installation staff consists of

- Mike Cheney, Head Technician – 25 Years of Experience in Design & Installation of CCTV, Access Control, and Burglar/Security Systems.
- Tyler Giles, Technician – 15 Years of Experience in Installation of CCTV, Access Control, and Burglar/Security Systems.
- John Humenay, Account Manager – 18 Years of Experience in Design of CCTV and Access Control Systems.

Security Designs is here to assist you with all of your security system needs, from designing an entirely new system to maintaining, repairing and monitoring current systems. Feel free to contact us if we can be of assistance.

Thank you,

John Humenay
Representative

Security Designs
Securing your world

Capability Statement

Low voltage Life Safety and Security Solutions.

Design, installation, maintenance & repair.

From consulting, design, installation, maintenance and repair, Security Designs provides turnkey technology security solutions including video surveillance, access control, nurse call, intrusion alarm and beyond to businesses and government entities of all sizes. We provide the most advanced and cost-effective Life Safety, Security, and Technology Solutions on the market. Our systems help reduce theft, increase safety, decrease liability, help with quality control and provide a high Return on Investment.

Mission Statement

Our mission is not only to be your vendor of choice but to also be your partner and help your business succeed. We staff full-time systems engineers and technical associates to help with any technical or software issues. We have the ability to provide you with the exact solution to fulfill your security and life safety needs. Every project is unique so there is no "out of the box" solution.

Company History

Security Designs was founded in 2001 and has continued to add services to meet our customers needs. Our company located in Farmington Hills, Michigan, Cleveland, Ohio and Indianapolis, Indiana. Today our company is a "one stop shop" for Fire, Access Control, Security, Video Surveillance, Nurse Call, Structured Cabling, Intercoms, Fire, and other ancillary services.

Offices in Michigan, Ohio and Indiana

SPECIALIZING IN:

- Video Surveillance/CCTV
- Access Control
- Nurse Call
- Commercial & Home Alarm Systems
- Commercial Fire Alarm
- Intrusion Alarm Systems
- Intercom Systems
- Emergency Communications
- Wireless
- Consulting
- Design Services
- Maintenance Plans
- Warranty Service
- In-House CAD Design

CERTIFICATIONS

- EDGE certified: 21308
- Nicet Level 4 Fire
- Siemens Fire Certified Partner
- Milestone Certified Partner
- Gunnebo Turnstiles Certified
- Avigilon Partner
- Exacq
- Bovis Construction Safety Training
- Turner Construction Safety Training
- Ohio State Medical Center Safety Training
- Columbus Regional Airport Safety Training
- Honeywell ProWatch Dealer
- Honeywell Fire Systems
- DMP Security
- DMP Fire Systems
- Drug Free Workplace Cards for Technicians
- Member of CHAMPS Group Purchasing
- NUUO Gold Partner
- S2 Certified Partner
- **GSA Contract GS-07F-0346V / SCHED 84**

Points of Contact

Mark Maassen: Chief Technical Officer
John Humenay: Director of Sales
Ryan Temple: CEO

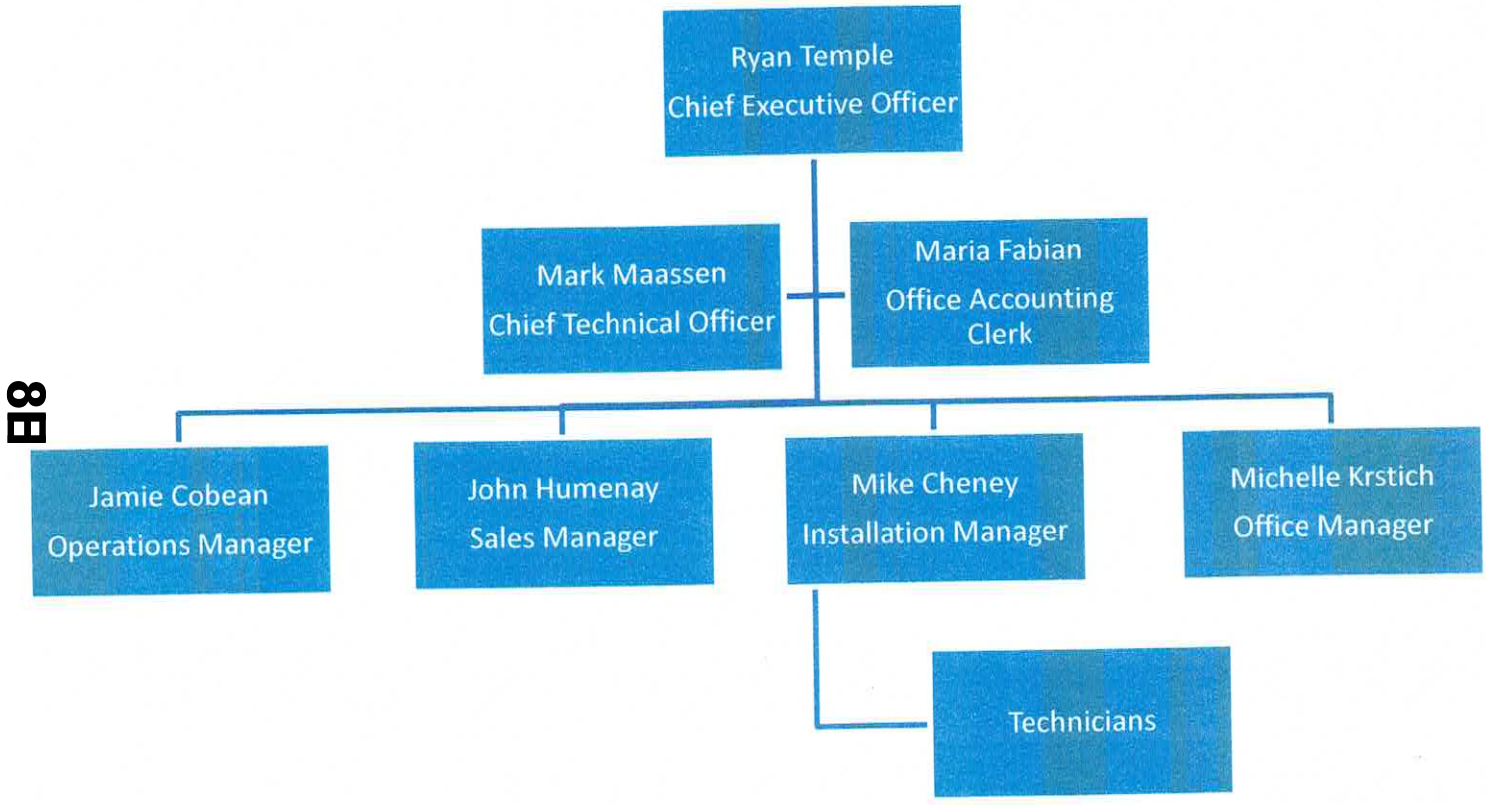
CAGE: 554P5
EIN: 82-1419976
Primary NAICS: 238210
Additional NAICS:
561621, 334290, 541690, 334511, 517110, 517210, 812930, 335314, 237130, 423610, 541330, 623312, 623311, 623220, 622110, 622210, 623990, 624110, 624120, 624190, 624221, 624229, 624310

PARTIAL PRESENT AND PAST PROJECTS:

- Volunteers of America
- Livonia Housing Authority
- VA Hospitals
- NASA
- Story Point Senior Living Facilities
- U.S. Coast Guard
- Wright Patterson Air Force Base
- HurtVet Subcontracting LLC
- URS Corporation
- Gaylord Schools
- U.S. Department of Homeland Security
- NASA Glenn Research Center
- Livonia Public Schools
- Detroit Jesuit High School
- McConnell Air Force Base
- US Customs & Border Patrol

AOB Security LLC dba Security Designs

Organizational Chart



E8

24083 Research Drive, Farmington Hills, MI 48335 (734) 421-0077

References

Security Designs Inc.
Securing your world

technology
INSTALL PARTNERS

References

Comcast Cable

36250 Van Dyke

Sterling Heights 48312

Brian Graves

Senior Security Specialist

734-755-9107

City of Plymouth

201 South Main Street

Plymouth, MI 48170

Tom Alexandris

Director IT/Human Resources

734-453-1234

Livonia Public Schools

15125 Farmington Road

Livonia, MI 48154

Harry Lau

Administrator Facilities and Operations

734-744-2511

Troy School District

4400 Livernois Road

Troy MI 48098

Alan Wilson

248-823-5073

Proposal

ATTACHMENT C - COST PROPOSAL

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

COST PROPOSAL	
ITEM	**BID AMOUNT**
Camera Units – PTZ	$ 62,498.00
Camera Units - Fixed	$ 69,330.00
Camera Unit- Central w/Audio	$ 956.00
Mobile Camera Unit w/Trailer	$ 30,987.00
Additional Materials & Equipment	$ 117,155.00
Labor	$ 142,766.00
Connectivity Costs-Initial Fees	$ 125,352.00
Connectivity Costs-Annual Fees 1ST year	$ 14,409.00
Software	$ Included
Miscellaneous (Attach Detailed Description)	$ 29,297.00
TOTAL BID AMOUNT	$ 592,800.00
ADDITIONAL BID ITEMS	
GRAND TOTAL AMOUNT	$ 592,800.00 JMH

Firm Name AOB Security LLC dba Security Design

Authorized signature [signature]

Printed Name John Hunerlach

Date 3-20-24

Security Designs
Securing your world

GSA Contract Holder

April 12, 2024

Officer Gina Moody
City of Birmingham Police Department
151 Martin Street
Birmingham, MI 48009

Dear Officer Moody,

Thank you for allowing Security Designs the opportunity to present you with the following proposal for the City of Birmingham.

Security Designs installs only quality proven equipment that has been tested under the harshest installation requirements. Our factory trained technicians have been meeting and setting industry standards with their work. Should a question or concern arise with an application or installation, you can depend on a timely and knowledgeable response.

Again, thank you for this opportunity. If you have any questions regarding any of the information provided, please call my office at (734) 421-0077.

Sincerely,

John Humenay

Security Designs
Securing your world

GSA Contract Holder

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Installation of 129 Cameras throughout the City of Birmingham

Item	Description
1.	29 – AVA 4x5 20MP Multisensor Camera
2.	85 – AVA 5MP Exterior Fixed Cameras
3.	12 – AVA 5MP Interior Fixed Cameras
4.	1 – AVA 9MP 360 Degree Camera
5.	1 – Lot Mounting Hardware
6.	1 – Lot Wireless Transmitters/Receivers
7.	20 – Hardened Network Swich
8.	1 – Lot Electrical for the Light Poles
9.	1 – Cameras on Security Designs Trailer (Includes an additional 2 Camera)
10.	127 – Ava Cloud Storage Licenses
11.	1 – Lot Cable
12.	1– Connectors, Fittings, Hardware
13.	1 – Labor Installation

Purchase & Installation: $592,800.00

Security Designs
Securing your world

GSA Contract Holder

Notes:

1) According to MDOT the permits for cameras on the light poles is between the City of Birmingham and MDOT. AOB Security LLC dba Security Designs cannot obtain the permit.

2) Network Switch points are to be provided to us by the City of Birmingham.

3) If the City of Birmingham pays the Yearly Subscription Fee for the 10-year warranty in advance (9 additional years) then add $129,674.00 to our contract price.

4) This proposal is based on 129 cameras and 30 days of storage on the Ava Cloud.

5) There is a 10-year warranty with the Ava Aware License (Yearly Subscription Fee).

6) To get 60 days of storage per year, we need to increase the bid amount by an additional $14,409.00 per year.

Not Included
-Any permits and fees from MDOT (could not get them to get us pricing)
-Yearly Cellular Fees if we need to go to a cellular option to get the signal back from one of the poles. Currently we have planned to bring all signals back wirelessly (if this is needed, we could have the city provide the SIM Card so it would be on their account)
-Traffic Control (on our city projects we will have cones and signs out showing work being done, and we will have someone flagging cars that the lane may be closed), but if a traffic plan/permit or anything else is necessary it is not included in our bid.
-Any permits for any other work that we would need to complete

Options
-10 Year License which would include a 10-year Camera Warranty (other equipment and labor include a 1-year warranty)

Clarifications
-We have our own bucket truck so we can service these cameras going forward without having an issue renting a bucket truck

Attachment A

8日

To be signed upon award of the CONTRACT

AGREEMENT

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

This AGREEMENT, made this _____day of _____, 2024, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and ADB Security LLC dba Security Designs having its principal office at 24083 Research Drive (hereinafter called "Contractor"), and effective upon the date of the Mayor's signature, provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham is desirous of replacing the current City of Birmingham camera system and is requesting proposals for the **CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT**; and

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide a comprehensive camera system to be utilized within and around the City Hall building, at intersections, and in the (5) parking structures in the City of Birmingham. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for proposals to provide a comprehensive camera system to be utilized within and around the City Hall building, at intersections, in the City's (5) parking structures. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording.

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

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City's (5) five parking structures, including providing the camera units, the installation of all camera units, the connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording the Contractor's response to bid proposal, and the Contractor's cost proposal dated March 21, 2024 2024 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

2. **TERM:** This Agreement shall have a term of one year from the date stated above for completion of all work, however, the warranties conveyed shall last as represented in the bid proposal. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice with or without cause. In the event of termination, the Contractor shall receive compensation for services and equipment to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date.

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

4. The 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 Contractors 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 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as

employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which 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 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 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 Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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 Contactor 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: Ofc. Gina Moody

Contractor: AOB Security LLC dba Security Design
24083 Research Drive
Farmington Hills, MI 48335
John Humeny

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by the 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 it in written response dated Feb 7, 2024, to the City's Request for Proposals dated January 24, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and _____, 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 _____, 2024, before me personally appeared _____, who acknowledged that with authority on behalf _____ to do so he/she signed this Agreement.

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

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Approved:

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

_____
Scott A. Grewe, Chief of Police
(Approved as to substance)

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

_____
Mark A. Gerber, Director of Finance
(Approved as to financial obligation)

ATTACHMENT B - BIDDER'S AGREEMENT

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

John Humeniay — 3-20-24
PREPARED BY (Print Name) — **DATE**

Sales Manager — 3-20-24
TITLE — **DATE**

[signature] — John@securitydesigns.com
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

AOB Security LLC dba Security Designs
COMPANY

24083 Research Drive — 734 421 0077
ADDRESS — **PHONE**

Technology Install Partners — 216 325 1006
NAME OF PARENT COMPANY — **PHONE**

13701 Enterprise Drive, Cleveland OH, 44135
ADDRESS

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

John Hennessy — 3-20-24
PREPARED BY (Print Name) — **DATE**

John Hennessy — 3-20-24
TITLE — **DATE**

John Hennessy — johnh@securitydesigns.com
AUTHORIZED SIGNATURE — **E-MAIL ADDRESS**

AOB Security LLC dba Security Designs
COMPANY

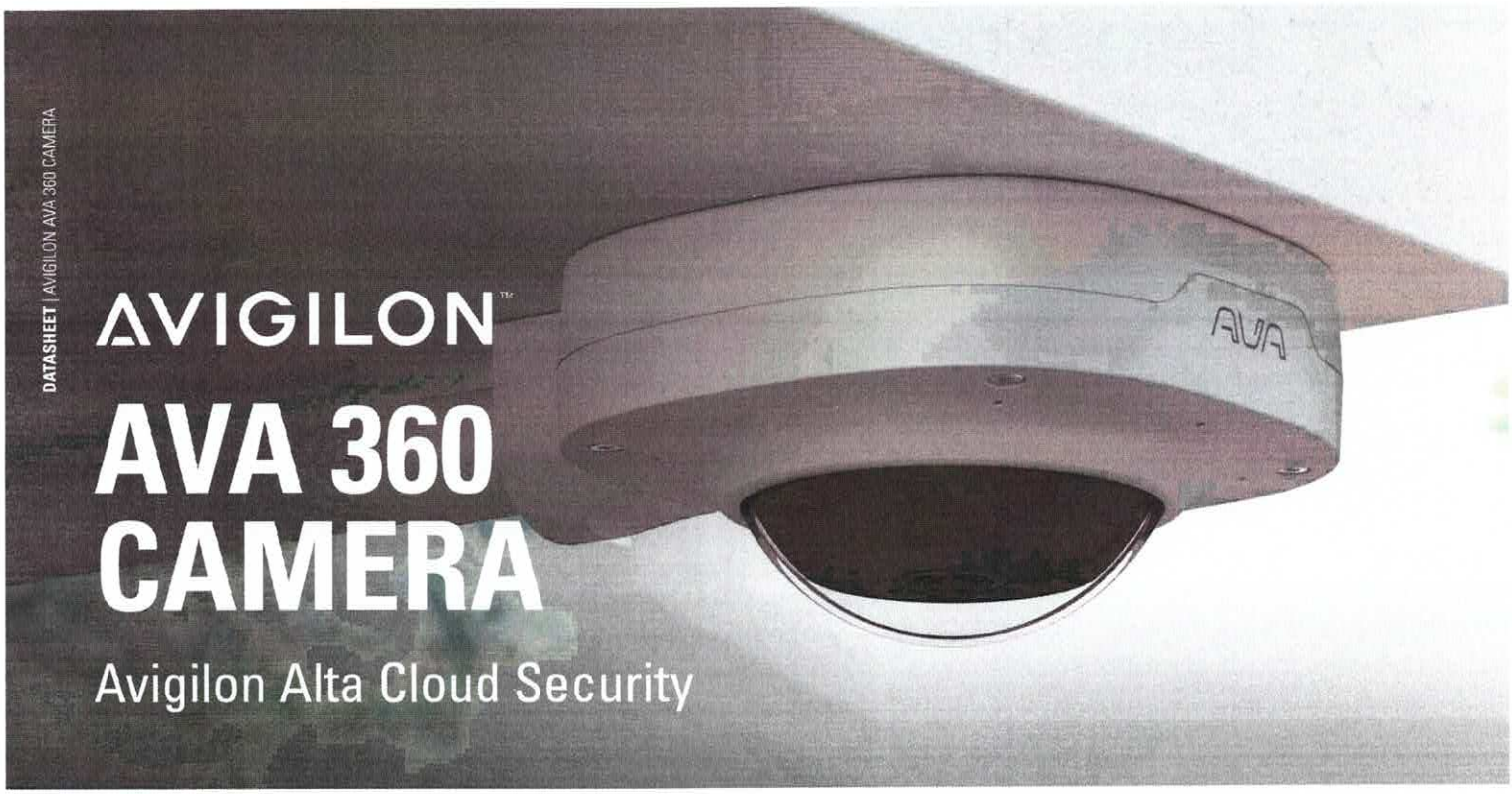
24083 Research Drive Farmington Hills, MI 48335 (734) 421 8077
ADDRESS — **PHONE**

Technology Install Partners — (216) 325 1006
NAME OF PARENT COMPANY — **PHONE**

13701 Enterprise Drive, Cleveland OH 44135
ADDRESS

82-1419976
TAXPAYER I.D.#

Specifications



AVIGILON™

AVA 360 CAMERA

Avigilon Alta Cloud Security

The AI-powered Avigilon Ava 360 Camera for Alta Aware provides 360° visibility, making it ideal for locations that require coverage in all directions. With a 12MP image sensor, IR illumination and HDR, the 360 Camera provides crisp, clear visibility even in challenging lighting conditions. On-camera storage and processing and cloud management minimize physical infrastructure, enabling plug and play configuration for fast deployments. Intelligent video and audio analytics help detect threats in real-time, and provide valuable insights to improve operations.

- 360° fisheye panoramic with IR
- Built-in AI video and audio analytics and on-device storage
- Versatile, robust and sleek, fit for both the harshest outdoor and discreet indoor setups
- Factory-installed certificates backed by a trusted platform module (TPM)
- 12MP image sensor
- NDAA-Compliant: designed and developed in Norway and the UK, manufactured in Taiwan

MOTOROLA SOLUTIONS

FEATURES

IMAGE SENSOR

12MP

IMAGE SENSOR SIZE FORMAT

1/2.3"

LENS

Aperture: ƒ/2.0

Fixed focus

Focus distance: 0.5m - ∞

IR NIGHT VISION

Automatic night mode

IR-cut filter

IR range: 20m

850 nm IR LED

MINIMUM ILLUMINATION IN COLOR MODE

0.4lux

FIELD OF VIEW

>180°

MAXIMUM RESOLUTION & FRAME RATE

3000x3000@30fps

DYNAMIC RANGE

Multi-exposure line-based HDR

VIDEO COMPRESSION

H.264

Motion JPEG

AUDIO

Microphone array (4x microphones)

AI audio event classification

Audio source localization

SECURITY

Factory-installed certificates

No default passwords

Mandatory access authentication

HTTPS/TLS encryption

NETWORK PROTOCOLOS

IPv4, HTTPS, TLS, DNS, mDNS, DNS-SD, NTP, RTSP, RTP, RTCP, ICMP, DHCP, ARP

Streaming: RTP/UDP, RTP/RTSP/HTTPS/TCP

POWER SOURCE

PoE+ (802.3at Type 2)

For installation only: USB-C (1.5A mode)

POWER CONSUMPTION

Typical: 5W

Max without heater: 13W

Max with heater: 23W

STORAGE

MicroSD

SDXC UHS-I

CONNECTION

802.3ab 10/100/1000 Gigabit Ethernet

USB-C for preview and setup

INSTALLATION AID

Automatic wall and ceiling detection

Flexible bracket, mounts to standard back boxes. Refer to technical drawing.

IMPACT RESISTANCE

IK10 (IEC/EN 62262)

INGRESS PROTECTION

IP66 (IEC/EN 60529)

TEMPERATURE

Operating: -40°C to +50°C

Storage: -40°C to +60°C

PHYSICAL CHARACTERISTICS

Dimensions: 152x152x77mm

Weight: 1.1 kg

Body: Aluminum

EMC

EN 55032

EN 61000-3-2/-3

EN 55024

EN 55035

EN61000-6-2/-4

FCC Part 15B

ICES-003 Issue 6

SAFETY

IEC60950-1

IEC62368-1

IEC60950-22

UL/CSA60950-1

UL/CSA 62368-1

UL E164374

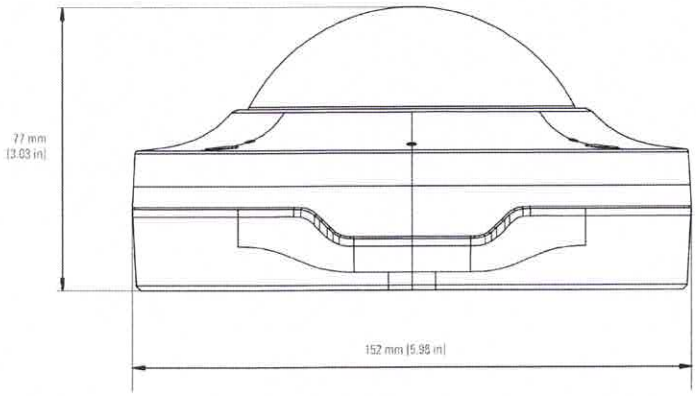
NOM-019

IEC62471(IR LED)

TECHNICAL DRAWINGS

Camera

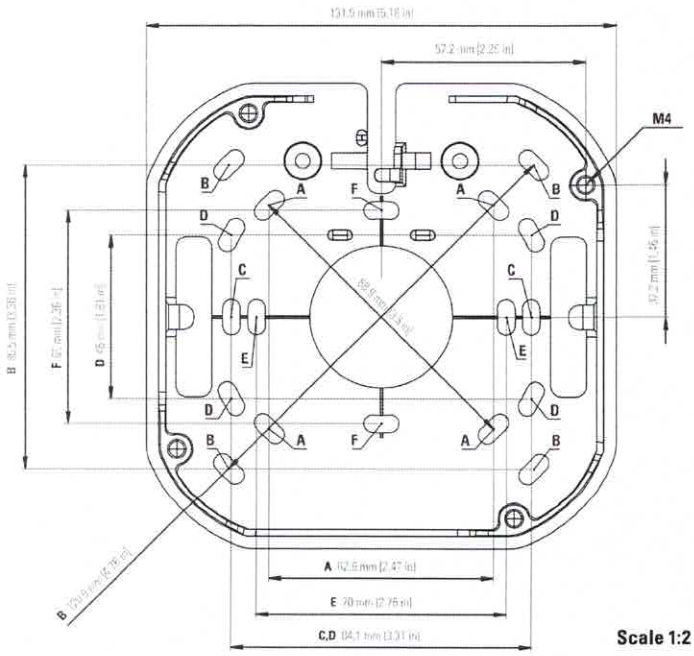
Side view



Scale 1:2

Mounting Bracket

Top view



Scale 1:2

	DESIGNATION	DIMENSION (MM)	DIMENSION (INCH)
A	Octagon	62.9 x 62.9 (88.9 diagonal)	2.47 x 2.47 (3.50 diagonal)
B	4" Square Box	85.5 x 85.5 (120.9 diagonal)	3.36 x 3.36 (4.76 diagonal)
C	Single Gang	84.1	3.31
D	Double Gang	84.1 x 46	3.31 x 1.81
E	EU Ceiling Box	70	2.76
F	EU Outlet Box	60	2.36

ORDERING INFORMATION

AVIGILON AVA 360

PRODUCT ID	RESOLUTION	DEPLOYMENT	COLOR
360-W-30	30 days	Alta Aware Cloud	White
360-B-30	30 days	Alta Aware Cloud	Black
360-W-60	60 days	Alta Aware Cloud	White
360-B-60	60 days	Alta Aware Cloud	Black
360-W	No	Alta Aware on-prem	White
360-B	No	Alta Aware on-prem	Black

ACCESSORIES

PRODUCT ID	PRODUCT NAME	COLOR
ACC-PEN-CAP-W	Avigilon Ava Pendant Mounting Cap	White
ACC-PEN-CAP-B	Avigilon Ava Pendant Mounting Cap	Black
ACC-MNT-ARM-W	Avigilon Ava Wall Mount Arm	White
ACC-MNT-ARM-B	Avigilon Ava Wall Mount Arm	Black
ACQ-PEN-HEA	Avigilon Ava Pendant Head	White
ACQ-PEN-PIP	Avigilon Ava Pendant Pipe 40cm	White
ACC-POL-BRA-W	Avigilon Ava Pole Bracket	White
ACC-POL-BRA-B	Avigilon Ava Pole Bracket	Black
ACC-CRN-BRA-W	Avigilon Ava Corner Bracket	White
ACC-CRN-BRA-B	Avigilon Ava Corner Bracket	Black
ACC-CON-A34-W	Avigilon Ava Conduit Adapter 3/4"	White
ACC-CON-A34-B	Avigilon Ava Conduit Adapter 3/4"	Black
SVCS-CAM-W5YR	5-year total warranty	-

To learn more, visit:
www.avigilon.com

MOTOROLA SOLUTIONS

AVIGILON

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. **motorolasolutions.com**

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Alta H5A Multisensor Camera

9 MP | 12 MP | 15 MP | 20 MP | 24 MP | 32 MP | 10-YEAR WARRANTY

See around corners, through intersections or across parking lots with a single camera. Arrange three or four sensors for crisp 180, 270 or 360-degree views in any direction, with one install cable. The cloud-native H5A Multisensor for Avigilon Alta Aware combines visibility, image quality and ease of use with zero compromises, so you can secure any area over the cloud.

Features

Exceptional Image Quality

Varifocal lenses with up to 8MP resolution provide crisp clear images with the details you need. IR up to 98ft and HDR provide reliable video in all light and weather conditions.

Easy Installation

The H5A Multisensor is a single cable install with up to 4 unique views, for a plug-and-play camera that is up and running in minutes. Scan the camera QR code to onboard to Aware quickly.

Open Platform

Integrate the business tools you use day in, day out for extra intelligence. Alta Aware VMS uses an open API architecture, so you can link third-party hardware like cameras, sensors and speakers. The Alta H5A is also ONVIF® conformant to work with third-party systems.

Highly Customizable

With 3 or 4 adjustable sensors for up to a 360-degree field of view and a range of mounting options, the H5A provides you the perfect shot, wherever you install it.

Smarter, Faster Responses

Get alerted in real-time about events in all directions, with AI-powered analytics on each sensor. The H5A works in sync with Alta Aware to notify you of events with people, vehicles and anomalies, to help improve security.

Reliable and Resilient

IK10, IP66/67, NEMA Type 4X and TS2 ratings protect against impact, water, windblown dust and a degree of corrosion. 10 year warranty and security in the camera and the cloud help ensure your system is protected.

ONVIF is a trademark of Onvif, Inc.

MOTOROLA SOLUTIONS

AVIGILON

Specifications

Image Performance		3.0 MP	5.0 MP	4K (8.0 MP)
Image Sensor		1/2.8" CMOS		1/2.8" CMOS
Active Pixels		2048 (H) x 1536 (V) (4:3)	2592 x 1944 (4:3)	3840 x 2160 (16:9)
3 x Image Sensor, Max Resolution		6144 (H) x 1536 (V) (4:3)	7776 x 1944 (4:3)	11520 x 2160 (16:9)
4 x Image Sensor, Max Resolution		8192 (H) x 1536 (V) (4:3)	10368 x 1944 (4:3)	15360 x 2160 (16:9)
Sensor Aspect Ratio		4:3	4:3	16:9
IR Illumination - Optional (high power 850 nm LEDs)[1]		30 m (98 ft) maximum distance at 0 lux when camera is mounted at 4 m (13 ft) off the ground		
Minimum Illumination		0.020 lux (F1.5) in color mode 0.018 lux (F1.5) in mono mode 0 lux with optional IR illuminator		0.020 lux (F1.5) in color mode 0.016 lux (F1.5) in mono mode 0 lux with optional IR illuminator
Dynamic Range	HDR On	120 dB, true HDR, dual exposure		
	HDR Off	80 dB		
3D Noise Reduction Filter		Supported		
Maximum Frame Rate 60 Hz / 50 Hz		30 / 25 fps	24 / 25 fps	17 / 16 fps

[1] The IR intensity is based on supplied PoE power.

Image Control	
Image Compression Method	H.265, H.264, Motion JPEG
Electronic Shutter Control	Automatic
Iris Control	Fixed
Day/Night Control	Automatic
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic
Privacy Zones	Up to 64 zones

Lens (per image sensor)	3.0 MP	5.0 MP	4K (8.0 MP)
Focal Length	3.3-5.7 mm		
Lens and Horizontal Field of View Based on Aspect Ratio	53° - 99° (4:3)		58° - 108° (16:9)
Lens and Vertical Field of View Based on Aspect Ratio	39° - 69° (4:3)		32° - 55° (16:9)
Aperture Range	F1.5 - F1.9		
Control	Fixed Iris, Remote Focus and Zoom		

Network	
Network	Gigabit Ethernet, 100BASE-TX, 1000BASE-TX
Cabling Type	CAT5E
Connector	RJ-45
ONVIF[1]	ONVIF® compliance Profile S, T, M, and G (www.onvif.org)
Security	Password protection, HTTPS encryption
Protocol	IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, ARP, HSTS
Streaming Protocols	WebRTC, RTP/RTSP/UDP, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP
Platform Compatibility	Avigilon Alta Aware, Avigilon Unity ACC[1], 3rd party VMS[1]

[1] Requires the camera to be running Avigilon Unity firmware.

Auxiliary I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output[1]	Line level input and output
External I/O Terminal[2]	Alarm In, Alarm Out

[1] Audio output is not currently supported.

[2] Not currently supported.

Electrical	In-Ceiling	Surface Mount	Pendant Mount
Power Consumption	26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)
External Power	24 VDC ± 10 %; 24 VAC rms ± 10 %, 50 or 60 Hz		
PoE[1]	30 W IEEE 802.3at Type 2 (PoE+)	With IR: 60 W (PoE++): IEEE 802.3bt Type 3, Cisco® UPoE or legacy high-power PoE* Up to 35% IR Power or without IR: 30 W IEEE 802.3at Type 2 (PoE+)	
Redundant Power	Seamless failover between PoE and Aux and back without interruption in camera operation		

[1] Supported high power PoE products are listed in the **Optional Injectors and Switches** Section and may require adjusting the PoE mode switch. Contact sales or technical support for more information.

Mechanical	In-Ceiling	Surface Mount	Pendant Mount
Dimension	Overall: 298 mm x 161 mm (11.75" x 6.33") Below mounting surface: 298 mm x 64 mm (11.75" x 2.52")	304 mm x 114 mm (11.95" x 4.48")	With wall arm: 385 mm x 262 mm x 299 mm (15.15" x 10.30" x 11.77") With NPT adapter: 299 mm x 248 mm (11.77" x 9.76")
Weight	Mount: 1100 g (2.4 lbs) Bezel: 490 g (1.1 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs)	Mount: 950 g (2.1 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)	Wall Mount: 1190 g (2.6 lbs) NPT Adapter Mount: 470 g (1.04 lbs) Pendant: 1680 g (3.7 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)
Body	Aluminum, Plastic dome trim	Aluminum	Aluminum
Finish	Plastic, Injection Molded, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C
Optional IR Illuminator Ring	Not available	Optional accessory, 30 m (98 ft) IR range	

Environmental	In-Ceiling	Surface Mount	Pendant Mount
Operating Temperature	-10 °C to +50 °C (14 °F to 122 °F)	-40 °C to +60 °C (-40 °F to 140 °F)	
Storage Temperature	-30 °C to +70 °C (-22 °F to 158 °F)		
Humidity	0 - 95% non-condensing		
IR Illumination Behavior	Not available	The IR illuminator will operate at 100% power from -40 °C to 44 °C (-40 °F to 111 °F). The IR power will reduce to 60% from 44 °C to 53 °C (111 °F to 127 °F). The IR illuminator will turn off when the temperature is greater than 53 °C (127 °F). Hysteresis: 6 °C (10.8 °F). For 25.5 W PoE+, the IR illuminator will operate at only 35% power and will turn off if the temperature is below -26 °C (-15 °F).	

Per Sensor	
Tilt	+7° to 96° from horizon
Pan	+/-120° (depending on position of image sensors)
Azimuth	+/-180°

Certifications	In-Ceiling	Surface Mount	Pendant Mount
Certifications/Approvals	UL, cUL, CE, ROHS, RCM, BIS, UKCA, NOM, KC		
Safety Standards	UL 62368-1, CSA 62368-1, IEC/EN 62368-1		
	UL 2043 (Plenum)	IEC/EN 62471	
Environmental Standards/Ratings	IEC 60529 IP5X rating (dust only)	IEC 60529 IP66, IP67 rating IEC/EN 62262 Impact (IK 10) IEC/EN 60068-2-6 Product Vibration IEC/EN 60068-2-27 Product Shock Type 4X	
Electromagnetic Emissions Standards	FCC Part 15 Subpart B (Class A) ICES-003 (Class A) EN 55032 (Class A) EN 61000-3-2 EN 61000-3-3		
Electromagnetic Immunity Standards	EN 55035 EN 61000-6-1 EN 50121-4 EN 50130-4		
NEMA TS2	Not applicable	NEMA TS2 paragraph 2.2.7 - 2.2.9	

Analytic Rules Supported	
Objects in Area	Rule triggered when an object of the selected type and attributes is detected in the region of interest.
Object Loitering	Rule triggered when an object of the selected type and attributes loiters in the selected area for the selected period of time.
Objects Crossing Line	Rule triggered when an object of the selected type and attributes crosses the line. The line can be unidirectional or bidirectional.
Object Counting	Rule triggered when the count of objects of the selected type either exceeds or is less than the selected threshold.
Object Line Crossing Counting	Rule triggered when the specific number of objects of the selected type either cross a line to enter or leave an area.
License Plate Detection	Requires additional license.
Audio[1]	Rule triggered when audio of one of the specified types is detected.

[1] Audio analytics requires the addition of a microphone via the line level input.

Detected Attributes	
Object Attributes	Vehicle, sub-types: Small/Medium Vehicles (sedan, SUV, pickup truck, etc.), Large Vehicles (bus, truck), Two-wheeled Vehicles (bicycle, motorcycle), Unclassified Vehicles
	Person
	Color (people's clothing, top and bottom, and vehicles)
	Face (US only, based on location)

Supported Audio Events[1]	
Audio Events	Glass breaking, Loud Noise, Gun Shot, Screaming, Smoke Alarm, Car Alarm, Ultrasound Panic Alarm, Dog Barking, Tire Screeching

[1] Audio analytics requires the addition of a microphone via the line level input.

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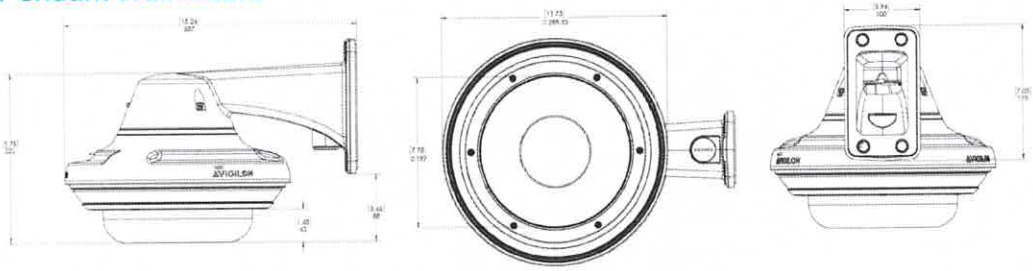
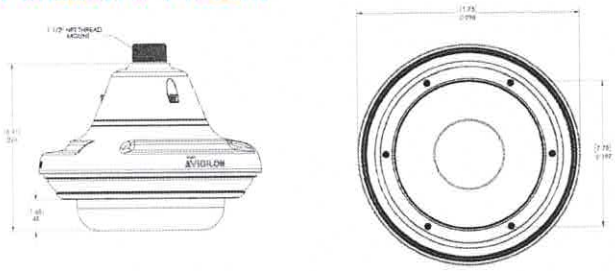
Outline Dimensions

[X.X]	INCHES
X	MM

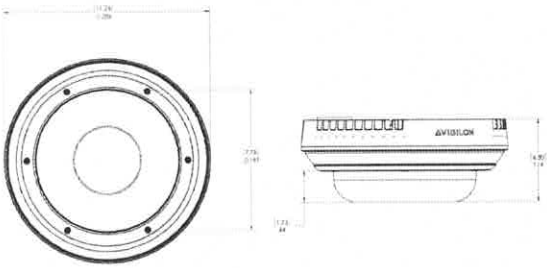
Pendant Wall Mount



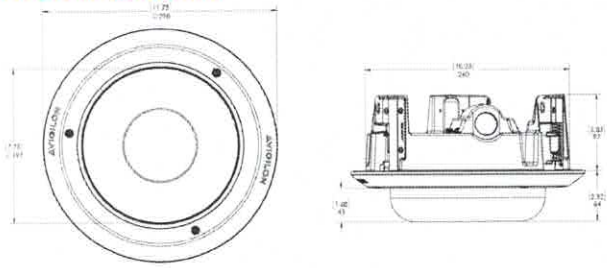
Pendant NPT Mount



Surface Mount



In-Ceiling Mount



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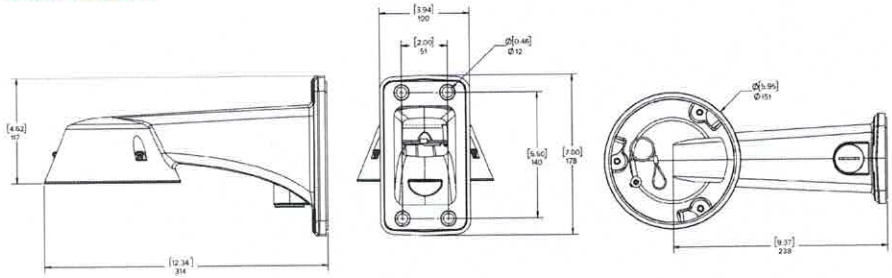
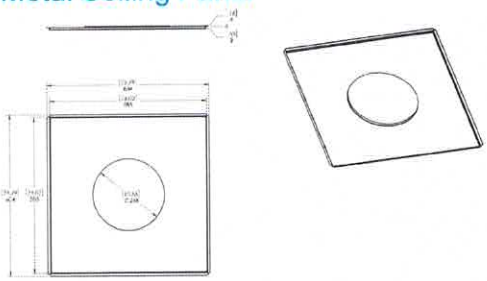
Wall Mount



Metal Ceiling Panel



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Ordering Information

The variety of mounting options for the H5A Multisensor provides maximum flexibility. All the available camera modules can be used in any of the mounting options.

Mounting Scenario		Ordering Information
PENDANT WALL MOUNT		Order one of: • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • WLMT-1001 • Optional, H4AMH-AD-IRIL1
PENDANT NPT MOUNT		Order one of: • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • NPTA-1001 • Optional, H4AMH-AD-IRIL1
SURFACE MOUNT		Order one of: • Camera module • H5AMH-AD-DOME1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • Optional, H4AMH-AD-IRIL1
IN-CEILING MOUNT		Order one of: • Camera module • H5AMH-AD-CEIL1 • H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE • Optional, CLPNL-1001 if ceiling panel is needed

Camera Modules

With the modular design of the H5A Multisensor, any camera module can be paired with any mounting adapter for maximum versatility and optimal installation. Each camera module must be ordered with a mounting adapter and appropriate dome cover.

Model Number	MP	Lens	Days of Storage
9C-H5A-3MH-30	3X3MP	3.3-5.7 mm	30 Days
9C-H5A-3MH-60	3X3MP	3.3-5.7 mm	60 Days
9C-H5A-3MH-120	3X3MP	3.3-5.7 mm	120 Days
12C-H5A-4MH-30	4X3MP	3.3-5.7 mm	30 Days
12C-H5A-4MH-60	4X3MP	3.3-5.7 mm	60 Days
15C-H5A-3MH-30	3X5MP	3.3-5.7 mm	30 Days
15C-H5A-3MH-60	3X5MP	3.3-5.7 mm	60 Days
15C-H5A-3MH-120	3X5MP	3.3-5.7 mm	120 Days
20C-H5A-4MH-30	4X5MP	3.3-5.7 mm	30 Days
20C-H5A-4MH-60	4X5MP	3.3-5.7 mm	60 Days
24C-H5A-3MH-30	3X8MP	3.3-5.7 mm	30 Days
24C-H5A-3MH-60	3X8MP	3.3-5.7 mm	60 Days
32C-H5A-4MH-30	4X8MP	3.3-5.7 mm	30 Days

Mounting Adapters and Dome Covers

The H5A Multisensor modular design provides pendant, surface, or in-ceiling mounting adapters and a choice of two dome covers compatible with all the H5A Multisensor camera modules.

Display Part Number	Description
H5AMH-AD-DOME1	Outdoor surface mount adapter, must order either a H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-CEIL1	In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE.
H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear.
H5AMH-DO-COVR1-SMOKE	Dome bubble and cover, for outdoor surface mount or pendant mount, smoked. Not recommended for low light applications.
H5AMH-DC-COVR1	Dome bubble and cover, for in-ceiling mount, clear.
H5AMH-DC-COVR1-SMOKE	Dome bubble and cover, for in-ceiling mount, smoked. Not recommended for low light applications.
WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1.
NPTA-1001	Pendant NPT adapter for use with H5AMH-AD-PEND1.
PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001.
CRNMT-1001	Aluminum corner mounting bracket, compatible with WLMT-1001.
CLPNL-1001	Metal ceiling panel.

Optional IR Illuminator

The optional IR Illuminator is available for the H5A Multisensor when mounted in a pendant or surface mount adapter.

Display Part Number	Description
H4AMH-AD-IRIL1	Optional IR illuminator ring, for use with H5AMH-DO-COVR1.

Optional Injectors

Display Part Number	Description
PD-9001 GR/AT/AC-*-MSI	Indoor single port PoE+ 30W injector. Injector operational temperature range -20 °C to +40 °C (-4 °F to 104 °F).
POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port.

Optional Accessories

Display Part Number	Description
CBLKT-1001	Cable kit replacement for Multisensor cameras.

Support

Learn more and find additional documentation at https://aware.docs.alta.avigilon.com/Home.htm for specific product support.

MOTOROLA SOLUTIONS

AVIGILON

Feb 2024 | Rev 2

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ALTA H6SL CAMERA LINE

2 MP | 3 MP | 5 MP | 5-YEAR WARRANTY

Proactively boost safety and security with the analytics-enabled Avigilon H6SL camera line for Alta Aware. Available in a dome or bullet form factor, the cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options and up to 5 MP resolution, you get crisp, clear images in even the most challenging lighting conditions. Intelligent analytics with real-time alerts help you react and respond faster to critical events and the cloud-native Alta Aware provides access to video at any time and from any location.

FEATURES

REACT AND RESPOND FASTER WITH AI

Gain security preparedness and act quicker with intelligent analytics that alert you in real-time of critical events. The Alta H6SL notifies you of people, vehicles or anomalies to help you identify potential threats.

SEE CLEARLY IN ALL LIGHT CONDITIONS

With High Dynamic Range, the Alta H6SL Dome can easily handle high-contrast scenes, and IR illumination captures details in low-light conditions so you can see clearly in all environments.

TRUSTED AND SECURE

With North American Avigilon manufacturing you can trust and security in the camera and the cloud, rest assured that your security system is protected.

OPTIONS FOR EVERY DEPLOYMENT

With a variety of storage and resolution configurations and wide and telephoto lens options on the H6SL Bullet, there's a cloud-native Alta H6SL to meet all your deployment needs.

SUITABLE FOR TOUGH ENVIRONMENTS

All H6SL cameras are IK10-rated for impact resistance. All outdoor models are IP66/IP67 and NEMA Type 4X rated for water, windblown dust and a degree of corrosion.

24/7 AWARENESS FROM ANYWHERE

Securely access video anywhere with a cloud-native platform that offers easy-to-use viewing and management via a browser or on-the-go visibility from a powerful mobile app.

MOTOROLA SOLUTIONS

AVIGILON

SPECIFICATIONS

IMAGE PERFORMANCE		2.0 MP	3.0 MP	5.0 MP
Image Sensor		1/2.8" progressive scan CMOS		
Imaging Area (H × V)		5.57 mm × 3.13 mm 0.219" × 0.123"	5.18 mm × 3.89 mm 0.204" × 0.153"	
Aspect Ratio		16:9	4:3	
Dynamic Range	HDR Off	83 dB		
	HDR On	126 dB	130 dB	
3D Noise Reduction Filter		Supported		
Max Frame Rate		30 fps		
Streaming Resolutions		1920x1080, 1280x720, 640x360	2048x1536, 1280x960, 640x480	2592x1944, 1920x1440, 1280x960, 640x480

LENS AND IR ILLUMINATION		3.4-10.5 MM (DOME/BULLET)	10.9-29 MM (BULLET ONLY)
IR Illumination Max Distance (high power 850 nm LEDs)	Dome	30 m (100 ft), full tele 20 m (65 ft), full wide	N/A
	Bullet 2.0 MP	50 m (164 ft), full tele 30 m (100 ft), full wide	N/A
	Bullet 3.0 MP / 5.0 MP	40 m (131 ft), full tele 20 m (65 ft), full wide	70 m (230 ft), full tele 30 m (100 ft), full wide
Minimum Illumination (at 33 ms shutter speed)	2.0 MP	With IR: 0 lux in monochrome mode Without IR: 0.01 lux in color mode; 0.005 lux in monochrome mode	N/A
	3.0 MP / 5.0 MP	With IR: 0 lux in monochrome mode Without IR: 0.04 lux in color mode; 0.02 lux in monochrome mode	
Horizontal Angle of View	2.0 MP	101° - 31°	N/A
	3.0 MP / 5.0 MP	95° - 28°	28° - 10°
Vertical Angle of View	2.0 MP	53° - 17°	N/A
	3.0 MP / 5.0 MP	69° - 21°	21° - 7°
Max Aperture		F1.6	F1.7
Lens Control		Remote Zoom and Focus, Autofocus, IR Cut Filter	

IMAGE CONTROL	
Image Compression Method	H.265, H.264, Motion JPEG
Electronic Shutter Control	Automatic
Day/Night Control	Automatic
Flicker Control	50 Hz, 60 Hz
Iris Control	P-Iris
White Balance	Automatic
Image Rotation	0°, 90°, 180°, 270° including Corridor Mode
Privacy Zones	Up to 64 zones

NETWORK	
Network	100BASE-TX
Cabling Type	CAT5
Network	RJ45 Connector
ONVIF[1]	ONVIF® compliance Profile S, Profile T, Profile G, and Profile M (www.onvif.org)
Security	Password protection, HTTPS encryption
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, HSTS
Streaming Protocols	WebRTC, RTP/RTSP/UDP, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP
Platform Compatibility	Avigilon Alta Aware, Avigilon Unity ACC[1], 3rd party VMS[1]

[1] Requires the camera to be running Avigilon Unity firmware.

AUXILIARY I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output[1]	Line level I/O
External I/O Terminals[1]	Alarm In, Alarm Out
Microphone (Indoor Dome)	Optional Microphone accessory sold separately for Indoor Dome Camera only[2]

[1] Not currently supported.

[2] Available soon.

MECHANICAL (DOME)	SURFACE MOUNT	IN-CEILING MOUNT	PENDANT MOUNT
Dimensions	D 156 mm × H 116 mm; D 6.1" × H 4.6"	D 174 mm × H 165 mm; D 6.9" × H 6.5"	D 156 mm × H 161 mm; D 6.2" × H 6.3"
Weight	0.81 kg	0.80 kg	1.07 kg
Max. Ceiling Thickness	N/A	25 mm (1.0")	N/A
Dome Bubble	Polycarbonate		
Body	Polycarbonate		
Housing	Polycarbonate		
Finish	Plastic, injection molded, Pantone 427C		
Adjustment Range	360° pan, 30°–95° tilt (recommended), 8°–95° tilt (maximum), ±180° azimuth		

MECHANICAL (BULLET)		3.4-10.5 MM AND 10.9-29 MM
Dimensions (L x W x H)	Camera with junction box	296 mm × 126 mm × 106 mm; 11.7" × 5.0" × 4.2"
Weight		1.31 kg (1.78 kg with junction box)
Body		Aluminum
Housing		Aluminum
Finish		Powder coat, close to Pantone 427C
Adjustment Range		±175° pan, ±90° tilt, ±175° azimuth

ELECTRICAL		
Power Source		PoE: IEEE 802.3af Class 3 compliant, 12VDC Aux (Available on Bullet only)
IR Illuminator Behaviour	Dome	IR illuminator will turn off if the temperature is 60°C (140°F) or higher. The illuminator will operate at 50% power if the temperature is between 40°C (104°F) and 52 °C (117°F). Hysteresis: 2°C (3.6°F).
	Bullet	IR illuminator will turn off if the temperature is 60°C (140°F) or higher.
RTC Battery Backup		3V manganese lithium
PoE	Dome	10 W max (8 W with no IR or IR disabled)
	Bullet	13 W max
Memory		1GB RAM, 512MB Flash

ENVIRONMENTAL	INDOOR DOME	OUTDOOR DOME	BULLET
Operating Temperature	-10°C to +60°C (14°F to 140°F)	-40°C to +60°C (-40°F to 140°F)	-40°C to +60°C (-40°F to 140°F)
Storage Temperature	-10°C to +70°C (14°F to 158°F)		
Absolute Maximum Temperature	74°C (165°F) per NEMA TS2 (Temp.) para 2.2.7.2 - 2.2.7.7		
Humidity	0 - 95% non-condensing		

CERTIFICATIONS	INDOOR DOME	OUTDOOR DOME	BULLET
Certifications/Approvals	UL, cUL, CE, UKCA, ROHS, RCM, NOM, KC, BIS		
Safety	UL/CSA/EN/IEC 62368-1, IEC 62471		
Environmental	IEC/EN 62262 Impact (IK 10), IEC 60529 IP52 rating	IEC/EN 62262 (IK 10), IEC 60529 IP66, IP67 rating, Type 4X, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27	IEC/EN 62262 (IK 10), IEC 60529 IP66, IP67 rating, Type 4X, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27
Electromagnetic Emissions	FCC Part 15 Subpart B (Class B), IC ICES-003 (Class B), EN 55032 (Class B), EN 61000-6-3, EN 61000-3-2, EN 61000-3-3		
Electromagnetic Immunity	EN 55035, EN 61000-6-1, EN 50130-4, EN 50121-4		
Warranty	5-year warranty		

ANALYTICS SPECIFICATIONS

ANALYTIC RULES SUPPORTED	
Object in Area	Rule triggered when an object of the selected type and attributes is detected in the region of interest.
Object Loitering	Rule triggered when an object of the selected type and attributes loiters in the selected area for the selected period of time.
Objects Crossing Line	Rule triggered when an object of the selected type and attributes crosses the line. The line can be unidirectional or bidirectional.
Object Counting	Rule triggered when the count of objects of the selected type either exceeds or is less than the selected threshold.
Object Line Crossing Counting	Rule triggered when the specific number of objects of the selected type either cross a line to enter or leave an area.
License Plate Detection	Requires additional license.
Audio[1]	Rule triggered when audio of one of the specified types is detected.

[1] Audio Analytics will be available soon. Requires Avigilon microphone accessory (for indoor domes only).

DETECTED ATTRIBUTES	
Object Attributes	Vehicle, sub-types: Small/Medium Vehicles (sedan, SUV, pickup truck, etc.), Large Vehicles (bus, truck), Two-wheeled Vehicles (bicycle, motorcycle), Unclassified Vehicles Person Color (people's clothing, top and bottom, and vehicles)

SUPPORTED AUDIO EVENTS[1]	
Audio Events	Glass breaking, Loud Noise, Gun Shot, Screaming, Smoke Alarm, Car Alarm, Ultrasound Panic Alarm, Dog Barking

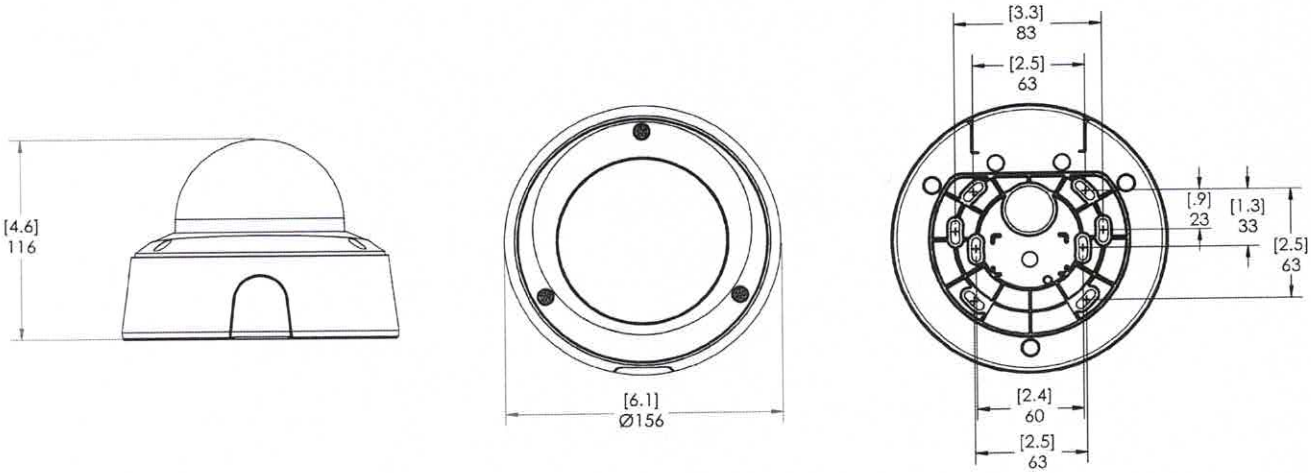
[1] Audio Analytics will be available soon. Requires Avigilon microphone accessory (for indoor domes only).

OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

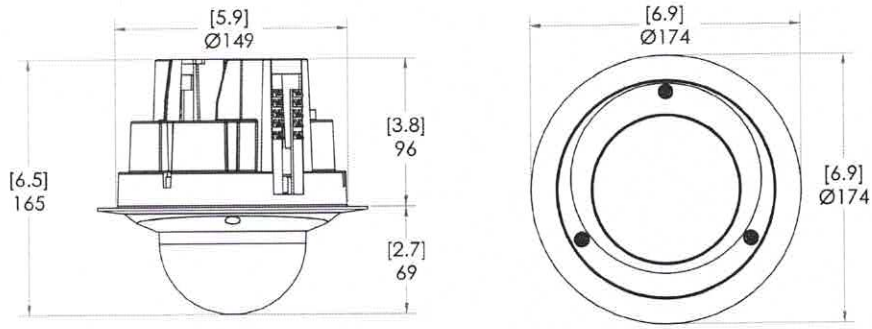
DOME CAMERA WITH SURFACE MOUNT

(H6SL DOME CAMERA + PROVIDED SURFACE MOUNT)



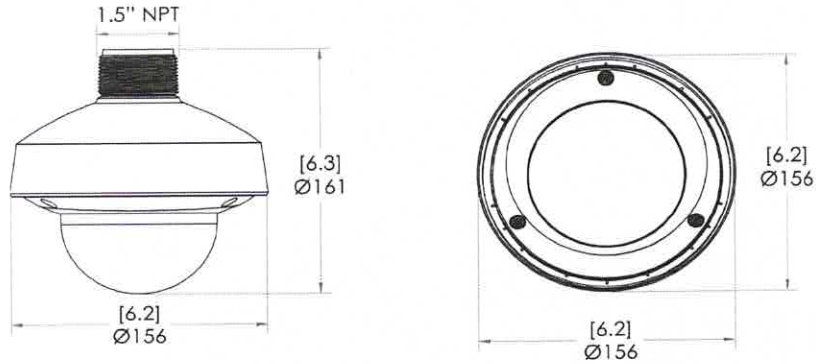
DOME CAMERA WITH IN-CEILING MOUNT

(H6SL DOME CAMERA + SLSPCIL-1001)



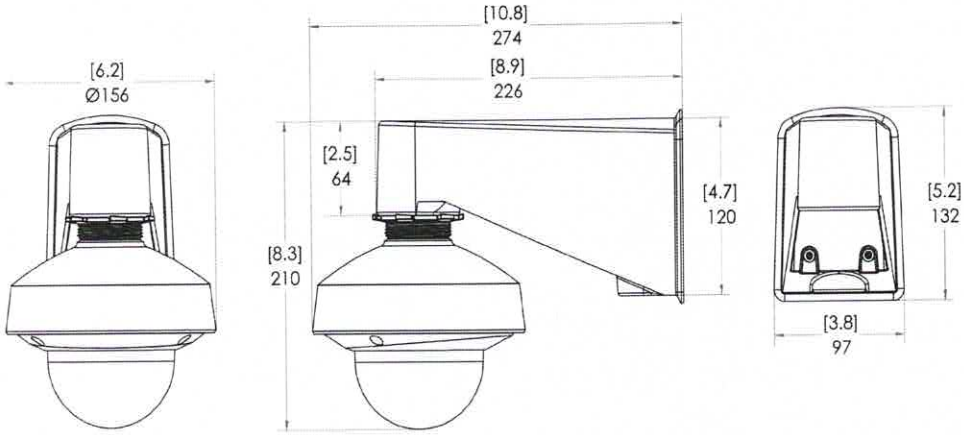
DOME CAMERA WITH NPT ADAPTER

(H6SL DOME CAMERA + H6SL-MT-NPTA1)

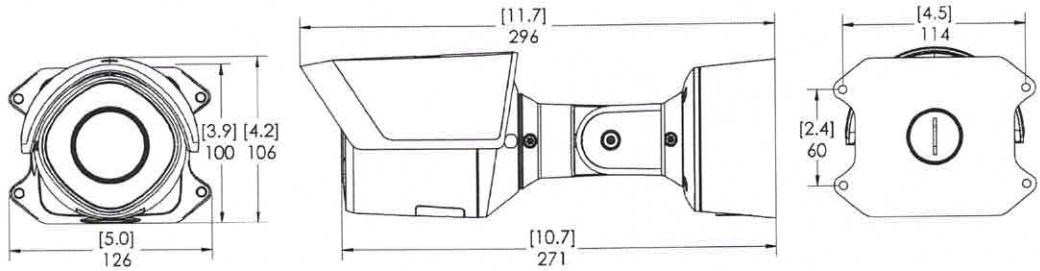


DOME CAMERA WITH NPT ADAPTER AND PENDANT WALL MOUNT

(H6SL DOME CAMERA + H6SL-MT-NPTA1 + CM-MT-WALL1)

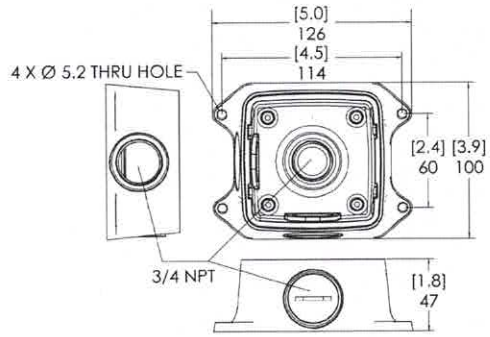


BULLET CAMERA



BULLET JUNCTION BOX

(PROVIDED WITH CAMERA)



ORDERING INFORMATION

DOME CAMERA

MODEL NUMBER	MP	LENS	IR	IP66/IP67, TYPE4X	DAYS OF STORAGE
2.0C-H6SL-D1-30	2.0	3.4-10.5 mm			30 Days
2.0C-H6SL-D1-60	2.0	3.4-10.5 mm			60 Days
2.0C-H6SL-D1-120	2.0	3.4-10.5 mm			120 Days
2.0C-H6SL-D1-IR-30	2.0	3.4-10.5 mm	✓		30 Days
2.0C-H6SL-D1-IR-60	2.0	3.4-10.5 mm	✓		60 Days
2.0C-H6SL-D1-IR-120	2.0	3.4-10.5 mm	✓		120 Days
2.0C-H6SL-DO1-IR-30	2.0	3.4-10.5 mm	✓	✓	30 Days
2.0C-H6SL-DO1-IR-60	2.0	3.4-10.5 mm	✓	✓	60 Days
2.0C-H6SL-DO1-IR-120	2.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-D1-30	3.0	3.4-10.5 mm			30 Days
3.0C-H6SL-D1-60	3.0	3.4-10.5 mm			60 Days
3.0C-H6SL-D1-120	3.0	3.4-10.5 mm			120 Days
3.0C-H6SL-D1-IR-30	3.0	3.4-10.5 mm	✓		30 Days
3.0C-H6SL-D1-IR-60	3.0	3.4-10.5 mm	✓		60 Days
3.0C-H6SL-D1-IR-120	3.0	3.4-10.5 mm	✓		120 Days
3.0C-H6SL-DO1-IR-30	3.0	3.4-10.5 mm	✓	✓	30 Days
3.0C-H6SL-DO1-IR-60	3.0	3.4-10.5 mm	✓	✓	60 Days
3.0C-H6SL-DO1-IR-120	3.0	3.4-10.5 mm	✓	✓	120 Days
5.0C-H6SL-D1-30	5.0	3.4-10.5 mm			30 Days
5.0C-H6SL-D1-60	5.0	3.4-10.5 mm			60 Days
5.0C-H6SL-D1-120	5.0	3.4-10.5 mm			120 Days
5.0C-H6SL-D1-IR-30	5.0	3.4-10.5 mm	✓		30 Days
5.0C-H6SL-D1-IR-60	5.0	3.4-10.5 mm	✓		60 Days
5.0C-H6SL-D1-IR-120	5.0	3.4-10.5 mm	✓		120 Days
5.0C-H6SL-DO1-IR-30	5.0	3.4-10.5 mm	✓	✓	30 Days
5.0C-H6SL-DO1-IR-60	5.0	3.4-10.5 mm	✓	✓	60 Days
5.0C-H6SL-DO1-IR-120	5.0	3.4-10.5 mm	✓	✓	120 Days

BULLET CAMERA

MODEL NUMBER	MP	LENS	IR	IP66/IP67, TYPE4X	DAYS OF STORAGE
2.0C-H6SL-BO1-IR-30	2.0	3.4-10.5 mm	✓	✓	30 Days
2.0C-H6SL-BO1-IR-60	2.0	3.4-10.5 mm	✓	✓	60 Days
2.0C-H6SL-BO1-IR-120	2.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-BO1-IR-30	3.0	3.4-10.5 mm	✓	✓	30 Days
3.0C-H6SL-BO1-IR-60	3.0	3.4-10.5 mm	✓	✓	60 Days
3.0C-H6SL-BO1-IR-120	3.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-BO2-IR-30	3.0	10.9-29 mm	✓	✓	30 Days
3.0C-H6SL-BO2-IR-60	3.0	10.9-29 mm	✓	✓	60 Days
3.0C-H6SL-BO2-IR-120	3.0	10.9-29 mm	✓	✓	120 Days
5.0C-H6SL-BO1-IR-30	5.0	3.4-10.5 mm	✓	✓	30 Days
5.0C-H6SL-BO1-IR-60	5.0	3.4-10.5 mm	✓	✓	60 Days
5.0C-H6SL-BO1-IR-120	5.0	3.4-10.5 mm	✓	✓	120 Days
5.0C-H6SL-BO2-IR-30	5.0	10.9-29 mm	✓	✓	30 Days
5.0C-H6SL-BO2-IR-60	5.0	10.9-29 mm	✓	✓	60 Days
5.0C-H6SL-BO2-IR-120	5.0	10.9-29 mm	✓	✓	120 Days

ACCESSORIES

PART NUMBER	DESCRIPTION
CM-MT-WALL1	Wall Mount Arm for 1.5" NPT Pendant
PLMT-1001	Pole Mount Adapter for CM-MT-WALL1
CRNMT-1001	Corner Mount for CM-MT-WALL1
SLSPCIL-1001	In-ceiling mounting adapter for H6SL Dome Camera
H6SL-MT-NPTA1	Pendant NPT adapter for H6SL Dome Camera
DCLPNL-1001	Metal ceiling panel for suspended ceiling installations
H6SL-DO-SHLD1	Weathershield for H6SL Dome Camera
ACMICR-1001[1]	Microphone accessory for Indoor H6SL Dome Camera
H6SL-DD-CLER1	Clear lower dome for H6SL Outdoor Dome Camera
H6SL-DD-SMOK1	Smoked lower dome for H6SL Outdoor Dome Camera
H6SL-DI-CLER1	Clear lower dome for H6SL Indoor Dome Camera
H6SL-DI-SMOK1	Smoked lower dome for H6SL Indoor Dome Camera
CNCVR-1001	Adapter 3/4 inch conduit for H6SL Dome Camera, 5-pack

[1] Will be supported soon.

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sales@avigilon.com | avigilon.com

AVIGILON™
ALTA AWARE

- Open data platform
- Map view with Smart Presence
- Video view with Spotlight anomaly detection
- Playback timeline with Smart Presence
- Smart Search by event, object, similarity
- Rules, events, alarms
- People and vehicle counting
- Alta Aware mobile app (Android, iOS)

Actionable intelligence made easy

Agile, scalable, secure and easy to use, Alta Aware is a powerful video management system equipped with integrated machine learning capabilities accessible in the cloud for Avigilon Alta cameras or third-party cameras using the Alta Cloud Connector. Alta Aware analyzes the video feeds from all your cameras in real-time, around the clock.. It identifies objects and events and sends instant notifications and alarms based on rules and unusual activity detection. Alta Aware helps your team focus on what really matters.

FEATURES

SYSTEM
Unlimited cameras per site
Unlimited Cloud Connectors per site
Up to 200 cameras per Cloud Connector
DEVICE SUPPORT
Avigilon Alta cameras
Automatic device discovery
Third-party IP cameras & encoders
H.264 video compression
MJPEG video compression
JPEG2000 video compression
STREAMING
Dynamic stream selection
SEARCH
Search by similarity
Search by physical characteristics
Search by event
Search by image
Search across all video
Face Search (US only, based on location)
Playback timeline with embedded thumbnails
Smart Presence

PERVASIVE VIDEO ANALYTICS
Unusual event detection
People counting
Vehicle counting
Forensic investigation
Intrusion detection
Real-time notifications and alerts
Audio analytics
Spotlight
SECURITY AND PRIVACY PROTECTION
HTTPS camera connectivity
SRTP support
AES video encryption
Digital watermarking against tampering
RTSP over TLS
CLIENT
Intuitive and powerful interface
HTML5 web client and mobile app
Saved views
Interactive maps
Multi-camera export

OTHER FEATURES
Email event notification
Rule triggers
Self-learning video analytics event configuration
Analytics configuration

ORDERING INFORMATION

ALTA AWARE

PRODUCT FAMILY	PID	PRODUCT DESCRIPTION
Alta Aware	AWA-CLD-1Y	1-year subscription per camera to Alta Aware. Real-time video-analytics.
Alta Aware	AWA-CLD-3Y	3-year subscription per camera to Alta Aware. Real-time video-analytics.
Alta Aware	AWA-CLD-5Y	5-year subscription per camera to Alta Aware. Real-time video-analytics.

To learn more, visit:
www.avigilon.com

MOTOROLA SOLUTIONS

AVIGILON

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. **motorolasolutions.com**

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data delivered

5GHz WES4 Series

Point-to-Point & Point-to-Multipoint
Wireless Ethernet System

Product Description

The WES4 Wireless Ethernet System is the latest generation wireless transmission system that is IEEE802.11a/n/ac compliant and operates in the license-free, 5GHz band.

Featuring new Gigabit Ethernet LAN ports, 400 Mbps of throughput is now achievable in long range point-to-point and point-to-multipoint applications. WES4 is ideal for constant streaming video to enable a network of stand-alone video cameras to remotely connect to an otherwise disconnected internet source without the need for cost-prohibitive trenching. Simply pair two or more WES4 radios (also available in pre-configured point-to-point kits) for long range connectivity. Since the WES4 firmware is configurable for mode type (Host or Client) and offers auto SSID selection, it is also possible to adapt it to connect to a 3rd party 802.11a/n/ac compliant access point.

The WES4 units are wall or pole-mountable with the included hardware.

Product Features

- Configurable for client/single-point host/multi-point host
- Gigabit PoE - IEEE 802.3 af/at/bt or Passive 48Vdc
- IEEE802.11a/n/ac compliant
- Transmission Power Control
- Up to 30dBm output power
- Up to 400 Mbps of Throughput
- Secure transmission: WPA2 - AES or TKIP encryption
- Distance adjustment for long range transmission
- IP66 protection class
- Integrated direction antenna
- Embedded web browser graphical user interface (GUI) for at-a-glance diagnostics and ease of use configuration

Suitable for

- Point-to-Point & Point-to-Multi Point Systems
- High throughput back hauls
- Megapixel IP camera networks
- Remote gate access
- Solar power locations
- Surveillance in linear movement (such as elevators)
- Intercoms with embedded video
- Building to remote building network extension
- Exterior access points

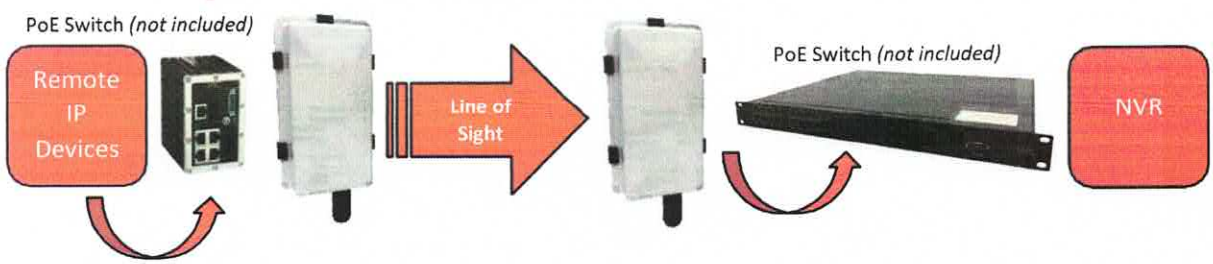
Included in Each Unit

- Quick start instructions with mobile access to operations manuals available online.
- Rugged pole/wall mount assembly kit.
- Weather-proof connectors.

Contact KBC Networks for Pre-configured Point-to-Point kits and convenient bundled kits with remote power solutions providing all the needed equipment from one supplier.

Typical System Configuration

Point-to-Point using IEEE 802.3 af/at/bt or 48Vdc Passive PoE



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Specifications

Standards

IEEE Standards	IEEE 802.3 10BASE-T, IEEE 802.3u 100BASE-TX IEEE 802.3ab 1000BASE-T, IEEE 802.3x Full Duplex IEEE 802.11a 5GHz, IEEE 802.11h ETSI DFS & TPC IEEE 802.11n MIMO IEEE 802.11ac MIMO

Radio

Frequency	
USA & Canada (FCC) U-NII3	5180 - 5240MHz, 5745 - 5825 MHz
Europe	5500 - 5700 MHz
Frequency Operation	Auto-select User static selectable Dynamic Frequency Selection (ETSI DFS)
Power Output	30dBm max [1] Transmit Power Control (ETSI TPC)
Channel Bandwidth Spectrum	Selectable 20 or 40MHz

Antenna Options

9dBi	Directional integrated patch Dual polarization Beamwidth: Azimuth: Horizontal 65°, vert 65° Elevation: Horizontal 33°, vert 33°
17dBi	Directional integrated patch Dual polarization Beamwidth: Azimuth: Horizontal 30°, vert 33° Elevation: Horizontal 17°, vert 17°

System

Data throughput [2]	HT40 400Mbps
Latency	<10ms
Encryption	TKIP / AES encryption up to 128 bit

Power Method

PoE version	IEEE 802.3af/at/bt (PD)
PoE cable spec	100m on 24AWG Cat5/5e/6/6e/7

Mechanical (unit)

Casing	IP66 protection
Dimensions (L x W x D)	292mm x 152mm x 89mm /11.5" x 6.00" x 3.5"
Weight (17dBi unit)	0.82kg / 1.8lb
Installation	Wall-mount or pole-mount

Environmental

Operating Temperature	-40° - +74°C / -40° - +165°F
Storage Temperature	-40° - +90°C / -40° - +194°F
Operating Humidity	5 to 95% non-condensing
Mean Time Between Failure (MTBF)	> 100,000 Hours

Connectors

10/100/1000Mbps Electrical	1 x RJ45

Approvals

FCC Part 15 Subpart C	Class B
CE	Class B
EN 55024 (IEC61000-4-2,3,4,5,6,8,11)	Electromagnetic Immunity
EN 55022 (CISPR 22)	Electromagnetic Interference (Conduction & Radiation)
EN 60 950: 1992+A1: 1993+A2: 1995+A4: 1996+A1: 1997	Low Voltage Directive
EN 300 328-2	
EN 300 826	
EN 301 489-17	
EN 301 893	
R&TT Directive (1999/5/EC)	

Part Numbers

Model #	Antenna	Power plug & Firmware (Region)	Single radio unit	Point-to-point Kit *Available in North America only*
WES4-AX-CF	Integrated 17 dBi directional	US	✓	
WES4-AX-BF	Integrated 9 dBi directional	US	✓	
WES4-KT	Integrated 17 dBi directional	US		Consists of (2) WES4-AX-CF
WES4-AX-CB	Integrated 17 dBi directional	EMEA	✓	
WES4-AX-BB	Integrated 9 dBi directional	EMEA	✓	
WES4-AX-CE	Integrated 17 dBi directional	Australian	✓	
WES4-AX-BE	Integrated 9 dBi directional	Australian	✓	

1. *Territory specific.*
2. *Assumes ideal RF environment with max signal rates & within receive sensitivity specification.*
3. *WES4 products are IEEE 802.3 af/at/bt compatible, therefore a power supply is not included with the radio. Please order part number WES4-PIM if you require a power injection module included with your shipment.*

Due to ongoing technological improvements, product specifications are subject to change without notice. KBC is not liable for any errors, omissions or changes of any description of the goods contained herein. This information is for the sole purpose of identifying the products and KBC makes no warranty that the products conform to any description contained herein. Do not rely solely on any representations, statements, or assertions concerning these Products contained herein.

Security Designs Inc.

Securing your world

COMPACT SOLAR POWERED TRAILER

SKU: AL1500

2x 400W SOLAR PANELS

24 VDC POWER

4x 200Ah BATTERY BANK

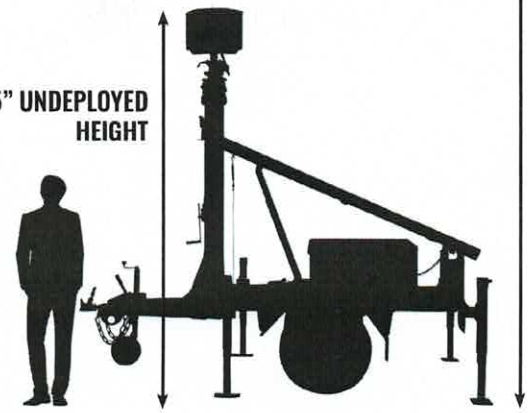
- 23' 4" Max Height Deployed with Anchoring System
- 2x 400W Solar Panels (Adjustable for Storage & Travel)
- 4x 200Ah Batteries
- Manual Winch for Raising and Lowering Mast
- 4x Stabilizing Levers
- Control Panel
- Battery Bank Access
- Locking Heavy Duty Wheels
- Shore Power Connector Included

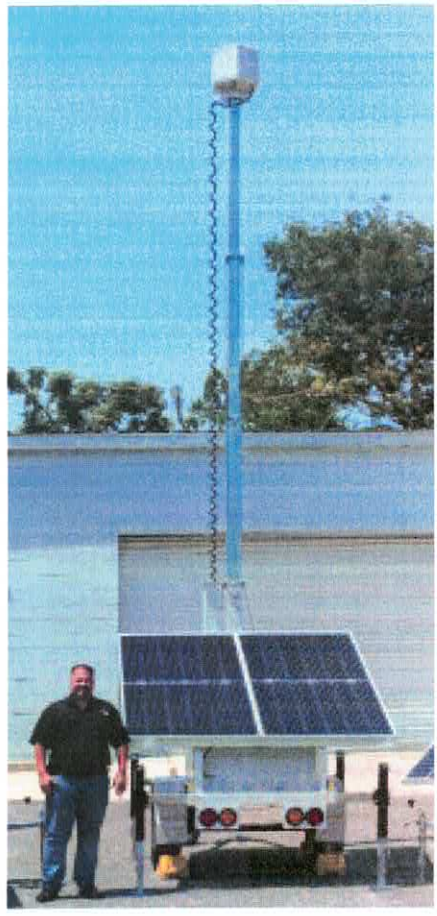
OVERVIEW

The AL1500 is ArmorLogix's most light-weight solar-powered mobile trailer enabling you extreme mobility, without sacrificing power. This compact trailer is easily deployable by a single person with towing experience and is perfect for remote locations. With complete customization, get exactly what you need for any job with one of our surveillance, lighting, or remote connectivity packages.

OPTIONAL UPGRADES

- Surveillance
- NDAA Surveillance
- Remote Connectivity
- Lighting





8E

PRODUCT SPEC SHEET: AL1500

Compact Solar Powered Trailer

Security Designs Inc.
Securing your world

OPTIONAL UPGRADES

Surveillance Package

Put eyes in the sky with one of our CCTV Surveillance packages, or add your own surveillance cameras. Be proactive about protecting your site by actively deterring intruders before a crime has been committed, simply by having visible camera surveillance on site. Work with an ArmorLogix Account Manager to determine the best surveillance package for your site. Packages can include PTZ cameras, 360° Fisheyes, and 180° Panoramic cameras. Pair with cellular connectivity for 24/7 remote access. Talk to your account representive about customization.

NDAA Surveillance Package

ArmorLogix is pleased to offer fully NDAA compliant solar platforms that can be installed or used on government facilities or municipalities. ArmorLogix lets you rest easy knowing that our NDAA package meets all US rules and regulations for the National Defense Authorization Act. ArmorLogix also has NDAA compliant surveillance packages that can be added, for a fully NDAA compliant solar powered surveillance cart or trailer. Talk to your account representive about customization.

Remote Connectivity Package

Easily connect to any equipment installed on your ArmorLogix power station with cellular connectivity. Coverage is ensured via dual SIM slots for your choice of carrier (not included). Keep track of your investment by using the included optional GPS (free for the first year) from a PC or mobile. The OV4G also includes WiFi connectivity for remotely accessing equipment from nearby using a laptop or cellular device. These are ideal for use with surveillance packages and other monitoring equipment. Talk to your account representive about customization.

Lighting Package

When the sun goes down, safety and security are even more of a concern for construction sites, parking lots, and events. Our solar platforms are perfect solutions when fitted with one of our light packages. Additional lighting provides additional security, by both actively deterring bad actors, and illuminating the area to prevent trips and falls. Lighting helps keep your employees safe, your equipment safe, and anyone else passing through or using the area. Talk to your account representive about customization.

SPECIFICATIONS

Solar Panels	2 x 400W
Power from Solar	24VDC
Battery Bank	4 x 200Ah
Trailer Type	Single Axle
Tire & Rim Size	31" Tire and 15" Rim
Stabilizers	4 x Stabilizing Levelers
Drawbar	A-Frame
Tow Hitch	50mm Ball / 70mm Ring
Mud Guard / Wheel Chocks	2 x Mud Guards and 4 x Chocks
Telescoping Mast Deployment	Manual
Telescoping Mast Safety Features	Cabling Winch / Mast Locking Pin

Max Wind Speed	62 mph
Wiring Harness	2 x CAT6 & 4 x 12 gauge
Max Deployed Height	23' 4"
Storage Size	6' 7.5" x 10' 5" x 9' 9.25"
Height with Equipment Enclosure	9' 9.25"
Height without Equipment Enclosure	8' 5"
Width with Solar Panels Deployed	6' 7.5"
Length from Front Hitch to Back	10' 5"
Equipment Mounting Enclosure Size	16" x 18.5" x 16.25"
Weight	Approx. 1600 lbs. (Not Including Optional Accessories)

Warranty

Security Designs
Securing your world

GSA Contract Holder

Warranty Statement

Security Designs, installs only commercial grade components and our systems are designed to provide years of reliable, trouble free service. However, as with any electronic or mechanical system, components or parts of the system may require service or replacement, despite our efforts. To minimize the inconvenience and expense to the customer, Security Designs warranties the installation as follows:

This warranty includes installation labor and all new materials and components furnished and installed by Security Designs. This warranty is valid for ***ten years on parts with the AVA Aware Camera License and one year on labor,*** from the date of completion. Any owner-furnished components and materials are assumed to be in good working order and within original specifications.

Theft, damage due to fire, acts of God, water, fire extinguishing systems, vandalism, abuse, or misuse (including improper operation) are not covered by this warranty.

The individual who is most familiar with the problem and responsible for the system should initiate request for service. In many cases our project engineers can solve the problem over the telephone. If the problem cannot be solved over the phone, we will have a better understanding of the problem and the technician dispatched will be better prepared to solve the problem quickly.

Service included under this warranty will be scheduled during normal working hours, Monday through Friday (excluding holidays). Response is guaranteed to be within one working day. Emergency response, after hours, and holiday servicing can be provided at additional cost or through a maintenance agreement. Contact your Security Designs representative for further information on this option.

In the case of minor problems identifiable to a specific piece of equipment, you may be requested to return the faulty component via common carrier to Security Designs for service. Please call in advance for a return authorization.

Service Calls resulting from misuse or improper operation will be billed at our prevailing labor rates at the time of service. Examples of this include disconnecting or incorrectly reconnecting cables, power switches turned off, tripped circuit breakers, etc.

D/A CENTRAL
intelligent technology solutions

PROPOSAL

City of Birmingham

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Submittal-Rev1
Quote No. 20918

SITE LOCATION:
151 Martin Street
Birmingham, MI, 48009

Joe Vanwelsenaers
(248)399-0600 EXT 122
joe.vanwel@dacentral.com
13155 Cloverdale
Oak Park, MI, 48237

Security-Net™

BIRMINGHAM

REQUEST FOR PROPOSALS
For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

Sealed proposals endorsed **"CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT,"** will be received at the Office of the City Clerk, 151 Martin Street, Birmingham, Michigan, 48009; until Friday, March 15, 2024 at 2:00 p.m. at which time bids will be publicly opened and read.

There will be a mandatory pre-bid meeting on Friday, March 1, 2024 at 1:00 p.m. at the City of Birmingham Municipal Building, 151 Martin Street, Birmingham, MI, City Commission Room 2nd floor. Contractors must register for the pre-bid meeting by Monday, February 19, 2024 at 10:00 a.m. by contacting Officer Gina Moody at (248) 530-1772 or by email at gmoody@bhamgov.org.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to provide a comprehensive camera system to be utilized within and around City Hall, on City Streets, at intersections, and in the City's (5) parking structures. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording. This work must be performed as specified in accordance with the specifications contained in this Request for Proposals (RFP).

The RFP, including the Specifications, may be obtained online from the Michigan Inter-governmental Trade Network at http://www.mitn.info or at the City of Birmingham, 151 Martin St., Birmingham, Michigan.

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

Submitted to MITN:	Wednesday, February 7, 2024
Mandatory Pre-Bid Meeting:	Friday, March 1st, 2024 at 1:00 p.m. 151 Martin St., Birmingham, MI 48009 City Commission Room 2nd Floor
Deadline for Submissions:	Friday, March 15, 2024 at 2:00 p.m. 151 Martin St., Birmingham, MI 48009
Contact Person:	Officer Gina Moody 151 Martin Street Birmingham, MI 48009 Phone: (248) 530-1772 Email: gmoody@bhamgov.org

BIRMINGHAM

REQUEST FOR PROPOSALS
For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

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INTRODUCTION

For purposes of this RFP the City of Birmingham will hereby be referred to as "City" and the private firm will hereby be referred to as "Contractor."

The City is accepting sealed bid proposals from qualified professional firms to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City's (5) five parking structures. This includes providing the camera units, the installation of all camera units, the network connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP.

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

It is anticipated the selection of a firm will be completed by Friday, April 19, 2024. 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 City is accepting sealed bid proposals from qualified professional firms to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City's (5) five parking structures. This includes providing the camera units, the installation of all camera units, the connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording. This work must be performed as specified in accordance with the specifications outlined by the Scope of Work contained in this RFP.

PRE-BID MEETING

Prior to submitting a bid, interested bidders are provided the opportunity to attend a mandatory pre-bid meeting to make inquiries about the RFP and ask questions regarding the project. This meeting will be held on Friday, March 1, 2024, at 1:00 p.m. at 151 Martin Street, Birmingham MI in the City Commission Room on the 2nd floor.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than Friday, March 15, 2024 at 2:00 p.m. to:

City of Birmingham
Attn: City Clerk
151 Martin Street
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, "**CITY OF**

BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT." Any proposal received after the due date will not be accepted, 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: Officer Gina Moody, 151 Martin Street, Birmingham, MI 48009. 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, at our sole discretion, 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 Contractor shall include in his or her proposal, in the format requested, the cost of labor, installation, camera units, camera system connectivity, software, and total budget.** Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.

6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The 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.
3. Contractor background and personnel qualifications.
4. Any subcontractor companies to be utilized, if necessary.
5. Quality of materials proposed.
6. Overall Costs.
7. References.

TERMS AND CONDITIONS

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

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

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

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

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

6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.

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

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

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. Agreement (Attachment A).
   b. Bidder's Agreement (Attachment B)
   c. Cost Proposal (Attachment C)
   d. Iran Sanctions Act Vendor Certification Form (Attachment D)

2. A description of completed projects that demonstrate the firm's ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.

3. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

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

5. A description of the firm, 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. 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 all applicable permits required at no cost to the City.

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.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to paragraph 19 of the Agreement attached as Attachment A .

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.

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

All proposals submitted must include a signed Agreement as provided in Attachment A. The Contractor 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.

INDEMNIFICATION

The successful Contractor agrees to indemnify the City and various associated persons. Please refer to paragraph 10 of the Agreement attached as Attachment A.

CONFLICT OF INTEREST

The successful Contractor is subject to conflict of interest requirements/restrictions in accordance with paragraph 17 of the Agreement attached as Attachment A.

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

Submitted to MITN:	Wednesday, February 7, 2024
Mandatory Pre-Bid Meeting RSVP deadline:	Monday, February 19, 2024 at 10:00 a.m.
Mandatory Pre-Bid Meeting:	Friday, March 1, 2024 at 1:00 p.m. 151 Martin St., Birmingham, MI 48009 City Commission Room 2nd Floor
Deadline for Submissions:	Friday, March 15, 2024 at 2:00 p.m. - 151 Martin St., Birmingham, MI 48009
Award of Bid:	Estimated award by April 19, 2024
Project Kickoff:	Work expected to begin May 1, 2024
Project Completion:	October 31, 2024

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 provide a new operating software platform to control, monitor, review and record camera footage. This system must include the ability to control pan-tilt-zoom cameras, search available video by date, time and location. The search functions shall also have the capabilities to search for motion and suspect descriptions but SHALL NOT have facial recognition software to identify persons.
    a. This software program must also have the capabilities to retain video data based on the City's retention policy and the ability to download and prepare video's for police reports and courtroom use.

2. The Birmingham Police Department is seeking to update the existing camera system currently in place and replace the camera units and the network connectivity to all units that currently exist within the City of Birmingham. This includes:
    a. Interior and Exterior of Birmingham City Hall
        i. (5) existing PTZ or pan-tilt-zoom camera units

ii. (16) existing fixed camera units

b. Police Department Gun Range
   i. (4) existing fixed camera units
c. Police Evidence Storage
   i. (2) existing fixed camera units
d. Intersections/public venues within the City of Birmingham
   i. (10) existing PTZ camera units
e. Parking Structures
   i. (7) existing fixed camera units in Pierce Structure
   ii. (6) existing fixed camera units in Chester Structure
   iii. (5) existing fixed camera units in North Old Woodward Structure
   iv. (5) existing fixed camera units in Peabody Structure
   v. (5) existing fixed camera units in Park Structure

3. The Birmingham Police Department seeks to add several additional camera units along with network connectivity to additional locations within the City of Birmingham. This includes:
   a. Intersections/public venues within the Central Business District
      i. (4) new PTZ camera units
      ii. (1) new fixed camera unit
   b. Intersections/public venues outside of the Central Business District
      i. (4) new PTZ camera units
   c. Parking Structures
      i. Pierce Parking Structure
         1. (1) new PTZ camera unit
         2. (10) new fixed camera units
      ii. Chester Parking Structure
         1. (2) new PTZ camera units
         2. (10) new fixed camera units
      iii. North Old Woodward Parking Structure
         1. (2) new PTZ camera units
         2. (10) new fixed camera units
      iv. Peabody Parking Structure
         1. (1) new PTZ camera unit
         2. (10) new fixed camera units
      v. Park Parking Structure
         1. (10) new fixed camera units
         2. (1) new central camera unit with audio

4. The City of Birmingham parking structures' camera units currently do not allow for recording and are only available for real-time viewing and communication by a third party vendor at the gate locations. The camera unit and network connectivity updates and additions to the parking structures should allow accessibility for real-time viewing by the Birmingham Police Department as well as allow for recording accessibility for a minimum of 60 days.

5. The bid shall include a mobile camera unit. The mobile camera must be anchored to a trailer which can be easily transported to many locations and include battery power. The camera must be available for remote connectivity to be viewed by the Birmingham Police Department staff in real-time and should allow for recording utilizing the same software program.

6. Three viewing stations exist, one each at three separate emergency dispatch consoles. Each must have their own access to the camera system through remote control access or keyboard control. No software can be uploaded to any dispatch console computer due to security requirements.

7. The Contractor shall be responsible for the disposal of all materials in a safe and legal manner.

8. The Contractor shall operate in a safe manner and will observe all MIOSHA guidelines.

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

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

MINIMUM TECHNICAL SPECIFICATIONS

Category	Category Requirements
Cloud	Preference will be given to a hybrid cloud security platform where products are managed through a single pane of glass
Platform	Interface is easy to navigate and can be managed under a a centralized platform through a single pane of glass
Support	24/7 technical support included (call/email/chat) at no additional cost including weekends and holidays
	Advanced RMA at no additional cost
Updates	Automatic firmware and software updates at no additional cost
	New features and enhancements are added at no additional cost
Costs	No additional/unpredictable associated with solution e.g., ongoing maintenance, server replacement costs
Security	Data is fully encrypted in transit and at rest
	Traffic is transmitted over the network using equal to or better than TLS v1.2 and encrypted with AES
	Ability to integrate with Single-Sign-On (SSO) providers; offer Multi Factor Authentication options
Warranty	All cameras (except PTZ and older dome models) must come with a 10-year warranty
Platform	Full range of camera types offered: domes, mini-domes, bullets, fisheyes, multisensor and PTZs
Feature	Resolution: Minimum of 2MP (1920 x 1080), and up to 8MP (3840 x 2160) resolution; up to 12MP (4056 x 3040) for fisheye cameras
	Environmental Impact: At least IP66 rating or above, to protect against dust and environmental elements for outdoor cameras
	Onboard Storage: Minimum of 128GB and up to 2TB for mini/ standard domes, up to 8TB for multisensor and up to 3TB for PTZ
	Backup: 30-days cloud backup included with each camera

	Archiving: True unlimited archiving-any footage archived goes to the cloud and is kept indefinitely across all cameras
	Recording is required 24/7 and must have capability to record audio
	Infrared (IR): IR illumination for night visibility, minimum of 10m (33 ft.) and up to 30m (98 ft.) range; up to 100m (328 ft.) for PTZ
Analytics	People Analytics: Provide the ability to filter video based on date and time range, and the physical description of a person (clothing color on top or bottom, wearing a backpack, etc.). Facial recognition software shall not be included.
	Vehicle Analytics: Ability to filter video based on make, body style and color of vehicle (cars, buses, trucks and motorcycles)
Footage Management:	Motion Search: Ability to select region in feed and return instances of motion
	Export: Must include the ability to export industry-standard video formats of selected video footage that can be viewed on standard platforms without proprietary viewer
	Heat Maps: Ability to show heat maps of live and historical views of where activity is taking place
	Floor Plans: Ability to upload floor plans into the camera system and place cameras on that floor plan, and show motion in those floor plans within the City Hall facility
	Incident Management: Ability to consolidate, review and annotate footage and collaborate securely to streamline investigations and simplify reporting
Alerts:	Live alerts and notifications for when uploaded faces/people are detected by any camera (facial recognition? we said no to that)
	Provide email or SMS notification of critical system events (camera failure, tampering, etc.)
Sharing:	Ability to share live link or historical footage of a single camera or group of cameras with a set of external contacts (e.g., first responders)

Users:	Allow an unlimited number of Administrative users. No additional software licenses are necessary for additional users
Backup:	Must have a built-in backup battery to keep the system online for up to 12 hours in the event of a power loss
	Compatibility with vendors own cellular backup module for multiple backup LTE connections for a wireless hub

Attachment A

AGREEMENT

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

This AGREEMENT, made this _____day of _____, 2024, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and D/A Central, Inc., having its principal office at 13155 Cloverdale-Oak Park (hereinafter called "Contractor"), and effective upon the date of the Mayor's signature, provides as follows:

WITNESSETH:

WHEREAS, the City of Birmingham is desirous of replacing the current City of Birmingham camera system and is requesting proposals for the **CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT**; and

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to provide a comprehensive camera system to be utilized within and around the City Hall building, at intersections, and in the (5) parking structures in the City of Birmingham. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions; and

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for proposals to provide a comprehensive camera system to be utilized within and around the City Hall building, at intersections, in the City's (5) parking structures. This includes providing the camera units, the installation of all camera units and the connectivity of all cameras to allow for real-time monitoring and recording.

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

1. **MUTUALLY AGREE:** It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to provide a comprehensive camera system to be utilized within and around City Hall, on City streets, at intersections, and in the City's (5) five parking structures, including providing the camera units, the installation of all camera units, the connectivity of all cameras, and DVR and software to allow for real-time monitoring and recording the Contractor's response to bid proposal, and the Contractor's cost proposal dated Updated April 19, 2024 shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.

Please see written proposal for additional information and exceptions

2. **TERM:** This Agreement shall have a term of one year from the date stated above for completion of all work, however, the warranties conveyed shall last as represented in the bid proposal. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice with or without cause. In the event of termination, the Contractor shall receive compensation for services and equipment to the date the termination takes effect and the City shall be entitled to retain and use the results of all designs and renovations prepared by the Contractor through such date.

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

4. The 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 Contractors 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 's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as

employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

8. COMPLIANCE WITH LAWS: Contractor agrees to fully and faithfully carry out the duties set forth herein using its best efforts in accomplishing all assignments from the City, and further, in addition to upholding all federal, and state laws and applicable codes of professional conduct to which 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 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 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 Architect shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the Michigan licensed architect for negligent acts or omissions of the Architect, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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 Contactor 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: Ofc. Gina Moody

Contractor:
D/A Central, Inc.
13155 Cloverdale
Oak Park, MI 48237
Joe Vanwelsenaers

13. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by the 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 it in written response dated Updated April 19, 2024, to the City's Request for Proposals dated January 24, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor's response, the terms of this Agreement shall prevail.

20. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and _____, 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 _____, 2024, before me personally appeared _____, who acknowledged that with authority on behalf _____ to do so he/she signed this Agreement.

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

Original Signed and notorized copy submitted with bid opening March 21, 2024

CITY OF BIRMINGHAM:

By: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

Approved:

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

_____
Scott A. Grewe, Chief of Police
(Approved as to substance)

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

_____
Mark A. Gerber, Director of Finance
(Approved as to financial obligation)

ATTACHMENT B - BIDDER'S AGREEMENT

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.

2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

Joseph A. Vanwelsenaers	Updated April 19, 2024 ~~March 21,2024~~
PREPARED BY (Print Name)	**DATE**
System Specialist	Updated April 19, 2024 ~~March 21, 2024~~
TITLE	**DATE**
Joseph A. Vanwelsenaers	joe.vanwel@dacentral.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
D/A Central, Inc.	
COMPANY	
13155 Cloverdale Oak Park, Michigan, 48237	248/399-0600
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
ADDRESS	

ATTACHMENT C - COST PROPOSAL

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP (p. 6)

Please see written proposal for additional information and exceptions

COST PROPOSAL	
ITEM	**BID AMOUNT**
Camera Units – ~~PTZ~~ Multisensor	$ 85,970
Camera Units - Fixed	$ 46,441
Camera Unit- Central ~~w/Audio~~	$ 787
Mobile Camera Unit w/Trailer	$ 40,944
Additional Materials & Equipment	$ 96,969
Labor Including Subcontractors	$ 204,200
Connectivity Costs-Initial Fees	$ N/A
Connectivity Costs-Annual Fees	$ 26,595
Software	$ Included in annual fee
Miscellaneous (Attach Detailed Description)	$ 67,444
TOTAL BID AMOUNT	$ 569,350
ADDITIONAL BID ITEMS	
GRAND TOTAL AMOUNT	$ 569,350

Firm Name D/A Central, inc.

Authorized signature Joseph A. Vanwelsenaers

Printed Name Joseph A. Vanwelsenaers

Date March 21,2024

Updated April 19, 2024

ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

Updated April 19, 2024

Joseph A. Vanwelsenaers	~~March 21, 2024~~
PREPARED BY (Print Name)	**DATE** Updated April 19, 2024
System Specialist	~~March 21, 2024~~
TITLE	**DATE**
Joseph A. Vanwelsenaers	joe.vanwel@dacentral.com
AUTHORIZED SIGNATURE	**E-MAIL ADDRESS**
D/A Central, Inc.	
COMPANY	
13155 Cloverdale Oak Park, Michigan, 48237	248/399-0600
ADDRESS	**PHONE**
N/A	
NAME OF PARENT COMPANY	**PHONE**
N/A	
ADDRESS	
38-2556646	
TAXPAYER I.D.#	

ATTACHMENT E – CAMERA LOCATIONS

For CITY OF BIRMINGHAM CAMERA PURCHASE, INSTALLATION AND CONNECTIVITY PROJECT

Detailed Quote # Below	CAMERA NAME	LOCATION	CAMERA TYPE	EXISTING OR NEW
20555	PIERCE GATE	MOUNTED ON CITY HALL (EAST SIDE OVER MAIN ENTRANCE TO PD)	PTZ	EXISTING
20555	BOOKING ENTRANCE	MOUNTED ON CITY HALL (S WALL NEAR RAMP)	PTZ	EXISTING
20555	HENRIETTA GATE	MOUNTED ON CITY HALL (SW CORNER OF GARAGE AREA)	PTZ	EXISTING
20555	MARTIN STREET	MOUNTED ON CITY HALL OVER MARTIN ENTRANCE (NORTH SIDE)	PTZ	EXISTING
20555	VESTIBULE	MOUNTED INSIDE PD VESTIBULE AREA ABOVE CITY HALL DOOR	FIXED	EXISTING
20555	BOOKING ROOM 1	MOUNTED INSIDE BOOKING, ABOVE OUTSIDE DOOR	FIXED	EXISTING
20555	BOOKING ROOM 2	MOUNTED INSIDE BOOKING, ABOVE BOOKING COMPUTERS	FIXED	EXISTING
20555	CELL 1 FRONT	MOUNTED INSIDE ENTRY AREA OF CELLS ABOVE BOOKING DOOR	FIXED	EXISTING
20555	CELL 1 BACK	MOUNTED INSIDE CELL ABOVE TOILET AREA	FIXED	EXISTING
20555	CELL 2	MOUNTED INSIDE CELL 2 ABOVE THE DOOR	FIXED	EXISTING
20555	JUVENILE CELL	MOUNTED INSIDE CELL ABOVE DOOR	FIXED	EXISTING
20555	CLERICAL	MOUNTED INSIDE PD CLERICAL AREA, NEAR DISPATCH ENTRANCE FACING PD MAIN ENTRANCE	FIXED	EXISTING
20556	OLD WOODWARD/MAPLE	MOUNTED ON LIGHT POLE, N/W CORNER IN FRONT OF STARBUCKS	PTZ	EXISTING
20557	OLD WOODWARD/OAKLAND	MOUNTED ON LIGHT POLE, S/E CORNER	PTZ	EXISTING
20559	OLD WOODWARD/MERRILL	MOUNTED ON LIGHT POLE, S/W CORNER	PTZ	EXISTING
20558	OLD WOODWARD/HAMILTON	MOUNTED ON LIGHT POLE, S/W AREA OF INTERSECTION	PTZ	EXISTING

20561	WOODWARD/LINCOLN	MOUNTED ON LIGHT POLE ON NORTH MEDIAN	PTZ	EXISTING
20562	WOODWARD/MAPLE	MOUNTED ON LIGHT POLE ON NORTH MEDIAN	PTZ	EXISTING
20563	MAPLE/CHESTER	MOUNTED ON LIGHT POLE, N/E CORNER	PTZ	EXISTING
20555	CITY HALL/PD PARKING LOT	MOUNTED ON EAST SIDE OF GARAGE	FIXED	EXISTING
20555	CITY HALL REAR DOOR	MOUNTED ABOVE NORTH CITY HALL ENTRANCE	FIXED	EXISTING
20555	GARAGE DOORS	MOUNTED ON POLE ACROSS FROM GARAGE DOORS ON SOUTH SIDE OF PARKING LOT	PTZ	EXISTING
20555	COIN ROOM	MOUNTED INSIDE COIN ROOM OF CITY HALL	FIXED	EXISTING
20564	SHAIN PARK	MOUNTED ON LIBRARY ROOF, EAST SIDE	PTZ	EXISTING
20564	SHAIN PARK	MOUNTED ON COVERED STAGE AREA	PTZ	NEW
206220041115 20564	SHAIN PARK	MOUNTED ON POLE NORTH END OF PARK	PTZ	NEW
20565	BOOTH PARK	MOUNTED ON LIGHT POLE, WEST SIDE OF OLD WOODWARD/S OF HARMON	PTZ	EXISTING
20566	BARNUM PARK	MOUNTED ON LIGHT POLE, S/E CORNER	PTZ	EXISTING
20555	EVIDENCE ROOM	INSIDE CITY HALL	FIXED	EXISTING
20555	EVIDENCE ROOM	INSIDE CITY HALL	FIXED	EXISTING
20555	SUPPLY ROOM	INSIDE CITY HALL	FIXED	EXISTING
20555	IT ROOM-FRONT	INSIDE CITY HALL	FIXED	EXISTING
20555	IT ROOM-BACK	INSIDE CITY HALL	FIXED	EXISTING
20567	FOURTEEN MILE/WOODWARD	NORTH MEDIAN	PTZ	NEW
20568	MAPLE/ADAMS	SOUTHEAST CORNER	PTZ	NEW
20569	OAKLAND/WOODWARD	NORTH MEDIAN	PTZ	NEW
20941	OAK/WOODWARD	SOUTH MEDIAN (GHAFARI MOBIL?)	PTZ	NEW

20932	OLD WOODWARD/OAK	TBD (GHAFARI MOBIL?)	PTZ	NEW
20608	OLD WOODWARD/BROWN	TBD	FIXED	NEW
20609	OLD WOODWARD/BOWERS	TBD	PTZ	NEW
20611	EVIDENCE STORAGE	SOUTH END	FIXED	EXISTING
20611	EVIDENCE GARAGE DOOR	OVER DOOR	FIXED	EXISTING
20610	PISTOL RANGE	OUTSIDE MAIN DOOR	FIXED	EXISTING
20610	PISTOL RANGE	GUN VAULT	FIXED	EXISTING
20610	PISTOL RANGE	FIXED	FIXED	EXISTING
20610	PISTOL RANGE	FIXED	FIXED	EXISTING
20612	PIERCE STRUCTURE ROOF	NORTHEAST CORNER OF ROOF	PTZ	NEW
20612	PIERCE STRUCTURE GATES* X 7	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
20612	PIERCE STRUCTURE - BASEMENT WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 1 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 2 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 3 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 4 WEST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - BASEMENT EAST DRIVE AISLE	WEST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 1 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 2 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 3 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW
20612	PIERCE STRUCTURE - LEVEL 4 EAST DRIVE AISLE	EAST DRIVE AISLE BY STAIRWELL	FIXED	NEW

20613	PEABODY STRUCTURE ROOF	SOUTH END OF ROOF	PTZ	NEW
20613	PEABODY STRUCTURE GATES* X 5	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
20613	PEABODY LEVEL 1 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 2 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 3 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 4 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 5 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 1 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 2 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 3 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 4 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20613	PEABODY LEVEL 5 SOUTH LOBBY	SOUTH ELEVATOR LOBBY	FIXED	NEW
20614	PARK STRUCTURE ROOF	360 FIXED W/AUDIO	CENTRAL	NEW
20614	PARK STRUCTURE GATES* X 5	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
20614	PARK STRUCTURE - LEVEL 1 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 2 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 3 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 4 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 5 SOUTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 1 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 2 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW

20614	PARK STRUCTURE - LEVEL 3 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 4 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20614	PARK STRUCTURE - LEVEL 5 NORTH DRIVE AISLE	SOUTH DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD STRUCTURE ROOF	EAST SIDE	PTZ	NEW
20615	N. OLD WOODWARD STRUCTURE ROOF	WEST SIDE	PTZ	NEW
20615	N. OLD WOODWARD GATES* X 5	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
20615	N. OLD WOODWARD - LEVEL 1	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 2	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 3	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
20620411 15	N. OLD WOODWARD - LEVEL 4	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 5	MIDDLE OF EAST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 1	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 2	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 3	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 4	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
20615	N. OLD WOODWARD - LEVEL 5	MIDDLE OF WEST DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE ROOF	NORTHWEST CORNER	PTZ	NEW
20616	CHESTER STRUCTURE ROOF	SOUTHEAST CORNER	PTZ	NEW
20616	CHESTER STRUCTURE GATES * X 6	OVER THE ENTRANCE/EXITS	FIXED	EXISTING
20616	CHESTER STRUCTURE - LL 2	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LL 2	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW

20616	CHESTER STRUCTURE - LL 1	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LL 1	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LEVEL 1	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LEVEL 1	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LEVEL 2	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LEVEL 2	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LEVEL 3	MIDDLE OF NORTH DRIVE AISLE	FIXED	NEW
20616	CHESTER STRUCTURE - LEVEL 3	MIDDLE OF SOUTH DRIVE AISLE	FIXED	NEW
20411	Portable Trailer			

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D/A CENTRAL
intelligent technology solutions

PROPOSAL

City of Birmingham

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Submittal-Rev1
Quote No. 20918

SITE LOCATION:
151 Martin Street
Birmingham, MI, 48009

Joe Vanwelsenaers
(248)399-0600 EXT 122
joe.vanwel@dacentral.com
13155 Cloverdale
Oak Park, MI, 48237

Security-Net™

Company Overview

Who Is D/A Central?

D/A Central has been a proven partner providing systems integration for companies and organizations in Michigan and across the globe. Our subject matter experts take the time to learn your security environment bringing innovative, solution-based integrated technology solutions. Our long-term view provides clients with life cycle management of their system to bring value that lasts for years. D/A is proud to be recognized for over 25 years as one of the top 100 Systems Integrators by SDM ranking 37 in the last survey.

With specialties in forward thinking security and data networks, D/A serves a wide variety of clientele on a local, national & global basis. We serve large industrial clients, critical infrastructure, defense contractors, hospitals, and universities. In the public sector, we serve municipal infrastructure and other government entities. These environments require enterprise class security integration. Many of our clients have relied on our service, support, and training for over 20 years. We provide best-in-class, integrated solutions which have exceeded client expectations since 1957.

For over 25 years, D/A has been a proud member of Security-Net. This federation of twenty privately held independent integrators has been recognized worldwide as one of the finest security integration organizations. Collectively, we maintain more than 60 regional offices and nearly 1,500 dedicated professionals across the United States, Canada and abroad.

What Do We Do?

Technology is the foundation of all we do. Specializing in security and data networks; we provide, install and support video surveillance, access control, intrusion detection and network management systems. From the simplest of IP video and card access systems to complex artificial intelligence (AI) solutions, our clients turn to us for an array of technologies including:

- Multi-Sensor 360 and Thermal Cameras / Video Analytics / Touchless Entry Solutions
- Identity Management / Biometrics / Facial Recognition / Hosted & Managed Solutions
- Emergency Communication / Visitor Management / Network Sensor Monitoring
- Perimeter Protection / Ground Based Radar / Drone Detection / and MORE

Whether we are installing new or upgrading existing systems, we protect the future usefulness and value of your investment. Our forward-thinking philosophy allows us to support a wide variety of clients on a local, national & global basis. We have completed projects in more than 30 states and 7 countries on 4 different continents.

What Makes Us Different?

The D/A Way focusses on good stewardship and taking responsibility. As our client we support you by:

- Working collaboratively with you to reduce your Total Cost of Ownership
- Continually investing in training our technicians and support personnel.
- Providing dedicated project managers to see your project is properly executed from start to finish.
- Utilizing our ticket management software to identify and measure service response and effectiveness.
- Providing lifecycle management for both hardware and software to keep your systems up to date.
- Offering key metrics from your systems to give you actionable insight beyond security.

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon Alta cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This introductory document will provide an overall scope of work for the project as part of the City wide cloud based video surveillance system upgrade project, including system functionality with clarifications on what we are providing in our submittal.

The Avigilon Alta Cloud based Video Security System that our submittal provides incorporates an open, scalable, secure and easy to use as an enterprise grade AI video management system (VMS), equipped with integrated machine learning capabilities.

D/A Central protects our Clients by offering products using open security industry standards rather than proprietary solutions. The Avigilon Alta cameras provided in our solution meet the ONVIF profile S industry standard which can be utilized in other industry standard VMS platforms to protect your investment into the future.

D/A Central, Inc. has the unique advantage of working with local municipalities in providing video surveillance such as being requested by the City of Birmingham including street intersections, roadways, parking lots and parking structures, City Parks and City buildings. We have provided similar systems for the City of Warren, The City of Dearborn and the City of Ferndale with similar elements to what the City of Birmingham is requesting.

Benefits of a cloud based video surveillance system include:

Cloud based video surveillance brings numerous advantages to local municipalities as we are proposing to you at the City of Birmingham, transforming how you can manage and administrate video security for additional tool for public safety. One key benefit is its scalability and flexibility, allowing easy expansion or adjustment of surveillance systems without the need for costly hardware installations. This agility will enable the City of Birmingham to enhance security in your city, monitor traffic flow, and improve safety in public spaces such as your parks and government buildings.

Accessibility to data is another significant advantage. With our Avigilon Alta cloud-based solution, authorized personnel can access live feeds and recorded footage from anywhere with an internet connection. This real-time access empowers law enforcement to respond swiftly to incidents, conduct more effective investigations, and monitor situations remotely. Additionally, the cloud provides secure storage, safeguarding valuable video evidence from tampering or loss, which is vital for legal and investigative purposes.

Cost-efficiency is another compelling reason for the City of Birmingham to embrace cloud video surveillance. Unlike traditional systems with high upfront costs for equipment and installation, cloud-based solutions eliminate the need for larger capital investment. This cost-effectiveness extends to maintenance, as cloud providers handle software updates, data backups, and system upgrades, reducing the burden on local IT departments. In summary, our Avigilon Alta cloud video surveillance solution offers the City of Birmingham scalability, accessibility, and cost-efficiency, providing enhanced security measures and improved public safety while managing costs effectively.

D/A Central, Inc. has the unique advantage of working with local municipalities in providing video surveillance such as being requested by the City of Birmingham including street intersections, roadways, parking lots and parking structures, City Parks and City buildings. We have provided similar systems for the City of Warren, The City of Dearborn and the City of Ferndale with similar elements to what the City of Birmingham is requesting.

Later in our proposal submittal we will provide a detailed description for each individual site.

Key items and features we are providing based on your requirements are listed below and include but are not limited to:

Avigilon Representatives assisted with discount pricing, design and will support D/A Central, Inc. with issues that may occur throughout the project.
Our proposal does not have facial recognition software as quoted.

D/A is providing an Avigilon Alta cloud based security cameras and VMS platform.

D/A Central, Inc's Proposal includes a 10 year Parts and Labor Prime Support Warranty agreement including service labor and support with this submittal. Attached Bid Bond covers only one year of D/A warranty.

All cameras are provided with 30 days of on-board storage along with 60 days cloud storage.

Cameras installed at remote locations will utilize new wireless network at existing locations or new wireless network provided at new locations.

We have quoted 2 Megapixel Dome cameras when requested in the document when no resolution was specified. If you would like to change to a higher Megapixel we can provide pricing upon request.

We are proposing multi-sensor cameras in exchange for a PTZ camera, that way all areas of view will be covered. If a PTZ camera is used, an incident could happen in an area that is not covered because the PTZ is zoomed to a different area. Avigilon plans to have a PTZ cloud based camera later this year should the need arise to add a PTZ in the future.

Clarifications:

Remote electrical power and poles if needed are provided by our subcontractor, Universal Contracting Services for this project. Existing locations where we are installing new cameras at an existing camera location will utilize existing power. In the case we are providing the power we are assuming the source will be DTE based on our site visits along with recent and historical data on similar projects. Due to the remote site locations and possibility of other unforeseen obstacles-such as DTE redirecting us to other power entities - additional cost requirements may be added in the form of a job change order at the time of discovery, a detailed description will be provided when and if needed.

D/A is assuming the City will provide rite of way and or lane closures as needed where cameras are being mounted at intersections and streets. Adjustments can be added if the City chooses not provide this, it is assumed to be approximately $2,800-$3,000 additional per instance.

D/A is providing new network infrastructure at the new pole locations based on the assumption of direct line of site. D/A assumes that the network infrastructure at existing poles is sufficient for the new cameras proposed.

All network switches and network infrastructure are provided by City of Birmingham - except for remote pole locations that will be provided by D/A Central, Inc. as needed. If additional switches are required D/A will work with the City to determine which switch type and style is needed and will provide pricing. Our proposal contains two workstations with up to four (4) monitor capability for dispatch. We also have the same workstation set for Chester Parking, this third unit could be installed at dispatch if you prefer.

The Bonding Company will write the Bid Bond for the project and a 10 year manufacturer warranty but will not for D/A's 10 years of Prime Support Warranty. The Bid Bond will include the project, installation, ten years of manufacturer warranty and one year of D/A Prime Support Warranty. D/A is providing as part of our submittal ten years of Prime support warranty not covered by the Bid Bond.

MDOT permits and fees are not included in this proposal. We contacted Oakland County MDOT and spoke with Hassan Alwan, who stated he could not provide this information directly to a contractor and that it needed to be requested and purchased by the City.

D/A Central, Inc. has the unique advantage of working with local municipalities in providing video surveillance such as being requested by the City of Birmingham including street intersections, roadways, parking lots and parking structures, City Parks and City buildings. We have provided similar systems for the City of Warren, The City of Dearborn and the City of Ferndale with similar elements to what the City of Birmingham is requesting.

Please see attached documents and data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
City Hall and Police Department-(See detailed City Hall/PD proposal later in this document)	
Five new Multisensor Cameras - Sixteen new Fixed Dome Cameras, two new workstations	1.00
City Hall and Police Department-(See detailed City Hall/PD proposal later in this document) Total:	**$46,960.00**
Old Woodward/Maple (See detailed Old Woodward/Maple proposal later in this document)	
One New Multisensor Camera mounted on an existing light pole, NW corner in front of Starbucks	1.00
Old Woodward/Maple (See detailed Old Woodward/Maple proposal later in this document) Total:	**$10,249.00**
Old Woodward/Oakland (See detailed Old Woodward/Oakland proposal later in this document)	
One New Multisensor Camera mounted on existing light pole SE corner	1.00
Old Woodward/Oakland (See detailed Old Woodward/Oakland proposal later in this document) Total:	**$10,249.00**
Old Woodward/Merrill (See detailed Old Woodward/Merrill proposal later in this document)	
One New Multisensor Camera mounted on an existing light pole, SW corner	1.00
Old Woodward/Merrill (See detailed Old Woodward/Merrill proposal later in this document) Total:	**$10,249.00**
Old Woodward/Hamilton (See detailed Old Woodward/Hamilton proposal later in this document)	
One New Multisensor Camera mounted on an existing light pole, SW area of intersection	1.00
Old Woodward/Hamilton (See detailed Old Woodward/Hamilton proposal later in this document) Total:	**$10,249.00**

PART DESCRIPTION	QTY
Woodward/Lincoln See detailed (Woodward/Lincoln proposal later in this document)	
One new Multisensor camera mounted on light pole in North median	1.00
Woodward/Lincoln See detailed (Woodward/Lincoln proposal later in this document) Total:	**$10,249.00**
Woodward/Maple (See detailed Woodward/Maple proposal later in this document)	
One new Multisensor camera mounted on light pole in North median	1.00
Woodward/Maple (See detailed Woodward/Maple proposal later in this document) Total:	**$10,249.00**
Maple/Chester (See detailed Maple/Chester proposal later in this document)	
One new Multisensor camera mounted on light pole N/E corner	1.00
Maple/Chester (See detailed Maple/Chester proposal later in this document) Total:	**$10,249.00**
Shain Park (See detailed Shain Park proposal later in this document)	
Three new Multisensor cameras (Library Roof, Covered Stage, Light Pole)	1.00
Shain Park (See detailed Shain Park proposal later in this document) Total:	**$25,954.00**
Booth Park (See detailed Booth Park proposal later in this document)	
One new Multisensor camera mounted on light pole Old Woodward/Harmon	1.00
Booth Park (See detailed Booth Park proposal later in this document) Total:	**$10,249.00**
Barnum Park (See detailed Barnum Park proposal later in this document)	
One new Multisensor camera mounted on light pole SE Corner	1.00
Barnum Park (See detailed Barnum Park proposal later in this document) Total:	**$10,249.00**
14 Mile and Woodward (See detailed 14Mile/Woodward proposal later in this document)	

One new Multisensor camera mounted at the North Median	1.00
14 Mile and Woodward (See detailed 14Mile/Woodward proposal later in this document) Total:	**$18,398.00**
Maple and Adams (See detailed Maple/Adams proposal later in this document)	
One new Multisensor camera mounted on light pole S/E corner	1.00
Maple and Adams (See detailed Maple/Adams proposal later in this document) Total:	**$20,335.00**
Oakland and Woodward (See detailed Oakland and Woodward proposal later in this document)	
One new Multisensor camera in the North Median	1.00
Oakland and Woodward (See detailed Oakland and Woodward proposal later in this document) Total:	**$19,864.00**
Old Woodward at Brown (See detailed Old Woodward at Brown proposal later in this document)	
One new Multisensor camera placement TBD	1.00
Old Woodward at Brown (See detailed Old Woodward at Brown proposal later in this document) Total:	**$19,903.00**
Old Woodward at Bowers (See detailed Old Woodward at Bower proposal later in this document)	
One new Multisensor camera placement TBD	1.00
Old Woodward at Bowers (See detailed Old Woodward at Bower proposal later in this document) Total:	**$19,903.00**
Pistol Range (See detailed Pistol Range proposal later in this document)	
Four new Fixed Dome Cameras	1.00
Pistol Range (See detailed Pistol Range proposal later in this document) Total:	**$7,615.00**
Evidence Storage (See detailed Evidence Storage proposal later in this document)	
Two new Fixed Dome Cameras	1.00

Evidence Storage (See detailed Evidence Storage proposal later in this document) Total:	**$4,730.00**
Pierce Street Parking (See detailed Pierce Street Parking proposal later in this document)	
One new Multisensor Camera - Sixteen new Fixed Dome Cameras	1.00
Pierce Street Parking (See detailed Pierce Street Parking proposal later in this document) Total:	**$39,520.00**
Peabody Parking (See detailed Peabody Parking proposal later in this document)	
One new Multisensor Camera - Fourteen new Fixed Dome Cameras	1.00
Peabody Parking (See detailed Peabody Parking proposal later in this document) Total:	**$41,202.00**
Park Street Parking (See detailed Park Street Parking proposal later in this document)	
One new 360 degree Camera - Fourteen new Fixed Dome Cameras	1.00
Park Street Parking (See detailed Park Street Parking proposal later in this document) Total:	**$37,230.00**
North Old Woodward Parking (See detailed North Woodward Parking proposal later in this document)	
Two new Multi-sensor Cameras-Fourteen new Fixed Dome Cameras	1.00
North Old Woodward Parking (See detailed North Woodward Parking proposal later in this document) Total:	**$45,793.00**
Chester Street Parking (See detailed Chester Street Parking proposal later in this document)	
Two new Multisensor Camera - Fifteen new Fixed Dome Cameras - one new workstation	1.00
Chester Street Parking (See detailed Chester Street Parking proposal later in this document) Total:	**$49,033.00**
Old Woodward at Oak (See detailed Old Woodward at Oak proposal later in this document)	
One new Multisensor camera placement TBD	1.00

Old Woodward at Oak (See detailed Old Woodward at Oak proposal later in this document) Total: **$19,867.00**

Oak at Woodward (See detailed Woodward at Oak proposal later in this document)

One new Multisensor camera South Median 1.00

Oak at Woodward (See detailed Woodward at Oak proposal later in this document) Total: **$19,858.00**

Mobile Trailer

Mobile Trailer System-One Multisensor; two PTZ (non Avigilon Alta) 1.00

Mobile Trailer Total: **$40,944.00**

SUBTOTAL:	$569,350.00
TAX (MI-GOV):	$0.00
TOTAL:	$569,350.00

Standard Terms and Conditions

1. Where applicable, the above systems are subject to the approval of the "Authority Having Jurisdiction" (AHJ); any changes required by the AHJ are not included. Any required permits are not included.
2. Customer must provide building power source where required. 110 VAC power on 20-amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required with insulated earth ground.
3. Customer will provide network drops where required.
4. Customer must provide environmentally safe location in areas where the work is to be performed.
5. D/A Central Inc. requires written notification of any existing environmental hazard (i.e. asbestos) that D/A Central Inc. personnel could be exposed to while providing this system. Each area of concern will require separate notification.
6. Customer is solely responsible for compliance with any applicable ADA requirements.
7. D/A Central's technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide maintenance thereon. That includes remote access for rapid response unless mutually agreed upon differently.
8. Non-solicitation agreement - Client will not directly or indirectly employ or recruit for employment any employee, agent or subcontracted party of D/A on any Project during the Term of this Agreement and for two (2) years thereafter without prior written consent of D/A.
9. Cyber limitation clause - The Company has adopted an Acceptable Use and Cybersecurity Policy (the "AUP"). The AUP can be found at www.dacentral.com/AUP. All Company employees are obliged to protect this data. In this cybersecurity policy, the Company gives its employees instructions on how to avoid security breaches, but the Customer acknowledges that, despite all commercially reasonable efforts under the circumstances, certain security breaches can occur.
10. If applicable, the customer must provide connection to fire alarm system to interface into their equipment. All costs associated with the fire contractor's scope of work are the customer's responsibility and are not included in this proposal. This proposal assumes that all fire related inspections will occur during normal business hours. Any fees required by the inspection authority and/or the fire contractor are the customer's responsibility and are not included in this proposal.
11. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the customer. The customer is responsible for the cost for any and all permits required from local government before project commencement and are to be determined before installation can begin.
12. Customer must provide proper working hardware. All doors are assumed to be properly aligned and all existing hardware is presumed to be in good working condition and remains the responsibility of the customer. Any hardware found to be non-working or insufficient for the needs of the system will be replaced as necessary but will require a change order to be issued prior to any additional work being completed.
13. Programming is included in this proposal and is defined as the input of system software information. D/A Central will assist the customer in the input of schedules while the actual input of data will remain the responsibility of the customer. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
14. If this quote contains software, D/A Central Inc. will load the software on one computer per server or client license purchased. If requested, D/A Central Inc. will provide the customer a quote to load software onto additional computers. If the customer provides the computer and additional installation time is required because of hardware, software, firewall, domain policies, privileges, etc., additional charges may apply.
15. D/A Central will perform testing and commissioning of the system.
16. Conduit runs are not included with this proposal, unless specifically stated otherwise.
17. Customer must provide accessible and non-obstructed chase ways for needed wire run. Customer must provide riser sleeve or core drilling between floors, where required.
18. Customer must provide adequate mounting space for all panels, terminal interfaces, modems and expanders on a wall mounted plywood surface.
19. Customer must provide proper lighting in all work areas as required.
20. All drawings and related documentation created or provided by D/A Central, Inc. are proprietary and will remain the property of D/A Central, Inc., any use or reproduction of same are strictly prohibited.
21. Customer must provide permanent signage related to life safety codes as needed.
22. If applicable, the customer must provide patching or painting. The customer is responsible for restoring all the existing locations (where the card readers, electric locks, door contacts, REX motions, cameras, etc. were located) to original (non-Automated) specifications. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
23. This quotation, unless agreed upon in advance under an associated agreement, does not include invoicing fees or discounts, safety training program charges, Background checks or other fee-based portals. If those fees are required, they will be added to invoices to cover all associated costs.
24. Taxes are not included unless specifically stated otherwise. Sales tax, if applicable, will be calculated and invoiced accordingly

Service Terms

Prime Support

D/A Central Inc. Prime Support covers all labor associated with servicing and replacing equipment covered by the contract. Manufacturer Warranty of covered equipment is extended to the Customer and D/A Central Inc. will handle the RMA paperwork and shipping for the repair and/or replacement. Prime Support Customers will also receive Priority Service Dispatching. Prime support coverage begins at the time of system activation and acceptance. Any deficiencies found in workmanship will be the responsibility of the D/A Central Inc. except for acts of nature, misuse, or vandalism. Repairs or attempted repairs by others will void the D/A Central Contract support coverage. Prime Support Customers will also receive discounted Service Rates for any billable service needs.

Prime Support PLUS+

In addition to our standard Prime Support coverage (described above), D/A Central Inc. Prime Support PLUS+ offers the following services: Repair costs covered up to $300 per incident. One time annual system training up to 4 hours. Training for New features for Manufacturer software. Lifecycle Management Reporting. Annual system recertification and preventative maintenance inspections. Emergency After-Hours Service. Annual Software Support Agreements are included. Monthly or Quarterly Billing available.

Prime SHIELD

In addition to our standard Prime Support PLUS+ coverage (described above), D/A Central Inc. Prime SHIELD offers the following services: D/A Solution Replacement Guarantee, Bundled Support and Maintenance, Fixed Annual Payment Plans and Natural Disaster Coverage - up to $5000 deductible relief for acts of nature, such as lightning, tornado, fire, etc. Monthly or Quarterly Billing available.

D/A is NOT an Insurer

User understands and agrees that D/A is NOT AN INSURER. D/A makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences thereof, which the system/equipment is designed to detect or avert.

It is agreed that damages or losses suffered are not allocable to performance and shall be fixed at $250. Insurance that D/A carries for its own protection and indemnification for its customers is stated on the Certificate of Insurance available at User's request.

D/A CENTRAL
intelligent technology solutions

D/A Central, Inc.
City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Submittal-Rev1
Proposal # 20918
Date: 4/19/2024

Summary of Costs

SUBTOTAL:	$569,350.00
TAX (MI-GOV):	$0.00
TOTAL:	$569,350.00

Acceptance

The following signatures reflect acceptance and authorization of this Proposal - Statement of Work and are bound by the Terms & Conditions included in this agreement or otherwise negotiated through a Master Service Agreement executed by both Parties.

Upon contract award, 30% of total contract price for engineering and mobilization will be billed unless otherwise stated. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering, programming prior to on-site installation as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for Project Management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

This quote is valid for 30 days

Supply chain disruptions, equipment delays and pricing fluctuations that are beyond our control may occur causing project delays. In the event of such disruptions, D/A will re-quote or provide potential alternatives to the proposal for your review and approval.

In addition, some manufacturers are adding temporary surcharges to specific products to maintain supply availability. D/A may be required to add those surcharges to projects under agreement.

CLIENT **City of Birmingham**
DATE: _____
SIGNATURE: _____
PRINT: _____
PO: _____
_____

COMPANY: **D/A Central, Inc.**
TITLE: City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Submittal-Rev1
PROPOSAL #: 20918
SALES REP: Joe Vanwelsenaers
PHONE: (248)399-0600 EXT 122
EMAIL: joe.vanwel@dacentral.com

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20555

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-PD and City Hall

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the City Hall and the Police Department location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(5) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(16) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(21) Avigilon Alta 1 year of Cloud Licensing
(2) Avigilon Video Workstations capable of 4 Monitor outputs -utilizing existing on site monitors
(1) Minuteman UPS with 12 hours of battery backup
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	5.00
Wall Mount, Large Pendant Camera	5.00
IR Illuminator Ring, 100'	5.00
Pendant Mount Adapter, Outdoor	5.00
Dome Bubble, Cover, Outdoor, Clear	5.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	5.00
2.0C-H6SL-DO1-IR-30	16.00
AWA-CLD-STR-1YR-60	21.00
EXR750RT2U	1.00
BP36CRTXL	7.00
RM7-WKS-4MN-NA	2.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$46,960.00
TAX (MI-GOV):	$0.00
TOTAL:	$46,960.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20556

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Old Woodward and Maple Intersection-Public Venue
Old Woodward and Maple
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward and Maple

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the Old Woodward/Maple location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the North Old Woodward Parking
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20557

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Old Woodward and Oakland Intersection-Public Venue
Old Woodward and Oakland Intersection
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward and Oakland

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Old Woodward/Oakland** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the North Old Woodward Parking
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20559

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Old Woodward and Merrill Intersection-Public Venue
Old Woodward and Merrill Intersection
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward and Merrill

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal as Requested

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Old Woodward/Merrill** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the Police Building
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20558

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Old Woodward and Hamilton Intersection and Public Venue
Old Woodward and Hamilton
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward and Hamilton

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Old Woodward/Hamilton** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the North Old Woodward Parking
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20561

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Woodward and Lincoln Intersection-Public Venue
Woodward and Lincoln Intersection
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Woodward and Lincoln

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Woodward/Lincoln** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the Peabody Garage
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20562

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Woodward and Maple Intersection and Public Venue
Woodward and Maple Intersection
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Woodward and Maple

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Woodward/Maple** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the Peabody Garage
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20563

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Maple and Chester Intersection
Maple and Chester intersection
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Maple and Chester

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Maple/Chester** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the Chester Garage
(1) D/A Installation, bucket truck, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20564

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Shain Park
270 W. Merrill
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Shain Park

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Shain Park** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(3) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(3) Avigilon Alta 1 year of Cloud Licensing
(4) Ubiquiti Air Fiber Network Transmitters
(1) Subcontracting for Power at two new locations in the Park.
(1) Subcontract the installation of a new pole for one of the new cameras as requested in the RFP
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	3.00
Wall Mount, Large Pendant Camera	3.00
IR Illuminator Ring, 100'	3.00
Pendant Mount Adapter, Outdoor	3.00
Dome Bubble, Cover, Outdoor, Clear	3.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	3.00
Pole Mount Adapter	2.00
AWA-CLD-STR-1YR-60	3.00
Ubiquiti Air Fiber 5XHD	4.00
CAT6, PVC, Unshielded, Direct Burial	1.00
Subcontractor-electrical and pole	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$25,954.00
TAX (MI-GOV):	$0.00
TOTAL:	$25,954.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20565

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Booth Park
359 Harmon Street
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Booth Park

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Booth Park l**ocation for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the North Old Woodward Garage
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

We will utilize existing network infrastructure.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20566

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Barnum Park
1399 Pierce Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Barnum Park

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Barnum Park** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters - transmitting from camera to the Pierce Garage
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

We will utilize existing network infrastructure.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$10,249.00
TAX (MI-GOV):	$0.00
TOTAL:	$10,249.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20567

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Fourteen Mile and Woodward Intersection-Public venue
Fourteen Mile and Woodward
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-14 Mile and Woodward

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **14Mile/Woodward** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
Universal - electrical	
Bucket Truck	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$18,398.00
TAX (MI-GOV):	$0.00
TOTAL:	$18,398.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20568

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Maple and Adams Intersection and Public Venue
Maple and Adams Intersection
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Maple and Adams

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Maple/Adams** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	4.00
CAT6, PVC, Unshielded, Direct Burial	2.00
Universal, electrical	
Bucket Truck	
Miscellaneous Installation Materials	1.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$20,335.00
TAX (MI-GOV):	$0.00
TOTAL:	$20,335.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20569

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
Oakland and Woodward Intersection
Oakland and Woodward Intersection
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Oakland and Woodward

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Oakland/Woodward** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Universal electrical	
Bucket Truck	
Miscellaneous Installation Materials	1.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$19,864.00
TAX (MI-GOV):	$0.00
TOTAL:	$19,864.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20608

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Old Woodward and Brown Street Intersection
Old Woodward and Brown Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward at Brown

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Old Woodward/Brown** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Universal, electrical	
Bucket Truck	
Miscellaneous Installation Materials	1.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$19,903.00
TAX (MI-GOV):	$0.00
TOTAL:	$19,903.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20609

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Old Woodward and Bowers Street Intersection
Old Woodward and Bowers Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward at Bowers

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Old Woodward/Bowers** location for this City-wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	3.00
Universal, electrical	
Bucket Truck	
Miscellaneous Installation Materials	1.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$19,903.00
TAX (MI-GOV):	$0.00
TOTAL:	$19,903.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20610

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Gun Range
2350 E. Lincoln
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Pistol Range

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Pistol Range** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(4) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(4) Avigilon Alta 1 year of Cloud Licensing
(1) Minuteman UPS with 12 hours of battery backup
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
AWA-CLD-STR-1YR-60	4.00
2.0C-H6SL-DO1-IR-30	4.00
EXR750RT2U	1.00
BP36CRTXL	3.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$7,615.00
TAX (MI-GOV):	$0.00
TOTAL:	$7,615.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20611

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Evidence Storage
851 S. Eton
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Evidence Storage

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Evidence Storage** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(2) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(2) Avigilon Alta 1 year of Cloud Licensing
(1) Minuteman UPS with 12 hours of battery backup
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
2.0C-H6SL-DO1-IR-30	2.00
AWA-CLD-STR-1YR-60	2.00
EXR750RT2U	1.00
BP36CRTXL	2.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$4,730.00
TAX (MI-GOV):	$0.00
TOTAL:	$4,730.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20612

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Pierce Parking Structure
333 Pierce Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Pierce Street Parking

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Pierce Street Parking** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(16) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(17) Avigilon Alta 1 year Cloud storage Licensing
(2) Avigilon Video Workstations capable of 4 Monitor outputs -utilizing existing on site monitors
(1) Minuteman UPS with 12 hours of battery backup
(1) Cable and Conduit as needed for the new camera locations
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

As stated at the pre-bid meeting, the City will have the necessary PoE switches, ports and network infrastructure for this project. D/A can provide additional equipment if needed at additional costs.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
2.0-H6SL-DO1-IR-30	16.00
AWA-CLD-STR-1YR-60	17.00
Conduit	55.00
CAT6, PVC, Unshielded	40.00
EXR750RT2U	1.00
BP36CRTXL	7.00
Cabling	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$39,520.00
TAX (MI-GOV):	$0.00
TOTAL:	$39,520.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20613

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Peabody Parking Structure
222 Peabody Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Peabody Parking

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Peabody Parking** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(14) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(15) Avigilon Alta 1 year of Cloud Licensing
(1) Minuteman UPS with 12 hours of battery backup
(1) Cable and Conduit as needed for the new camera locations
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

As stated at the pre-bid meeting, the City will have the necessary PoE switches, ports and network infrastructure for this project. D/A can provide additional equipment if needed at additional costs.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
Pole Mount Adapter	1.00
2.0-H6SL-DO1-IR-30	14.00
AWA-CLD-STR-1YR-60	15.00
EXR750RT2U	1.00
BP36CRTXL	7.00
CAT6, PVC, Unshielded	40.00
Conduit	55.00
Cabling	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$41,202.00
TAX (MI-GOV):	$0.00
TOTAL:	$41,202.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20614

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Park Street Parking Structure
333 Park Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Park Street Parking

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Park Street Parking** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 360 Degree Dome camera at location requested in the RFP
(14) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(15) Avigilon Alta 1 year of Cloud Licensing
(1) Minuteman UPS with 12 hours of battery backup
(1) Cable and Conduit as needed for the new camera locations
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

As stated at the pre-bid meeting, the City will have the necessary PoE switches, ports and network infrastructure for this project. D/A can provide additional equipment if needed at additional costs.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
360-W-30	1.00
2.0-H6SL-DO1-IR-30	14.00
AWA-CLD-STR-1YR-60	15.00
Conduit	55.00
CAT6, PVC, Unshielded	30.00
EXR750RT2U	1.00
BP36CRTXL	7.00
Cabling	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$37,230.00
TAX (MI-GOV):	$0.00
TOTAL:	$37,230.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20615

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
North Old Woodward Parking Structure
333 N Old Woodward
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-N. Old Woodward Parking

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **North Old Woodward Parking** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(2) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(14) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(16) Avigilon Alta 1 year of Cloud Licensing
(1) Minuteman UPS with 12 hours of battery backup
(1) Cable and Conduit as needed for the new camera locations
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

As stated at the pre-bid meeting, the City will have the necessary PoE switches, ports and network infrastructure for this project. D/A can provide additional equipment if needed at additional costs.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	0.00
32C-H5A-4MH-30	2.00
Wall Mount, Large Pendant Camera	2.00
IR Illuminator Ring, 100'	2.00
Pendant Mount Adapter, Outdoor	2.00
Dome Bubble, Cover, Outdoor, Clear	2.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	2.00
Pole Mount Adapter	2.00
Conduit	60.00
CAT6, PVC, Unshielded	40.00
2.0-H6SL-DO1-IR-30	14.00
AWA-CLD-STR-1YR-60	16.00
EXR750RT2U	1.00
BP36CRTXL	7.00
Cabling	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$45,793.00
TAX (MI-GOV):	$0.00
TOTAL:	$45,793.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20616

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Chester Parking Structure
180 Chester Street
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Chester Street Parking

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Chester Structure Parking** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(2) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(15) Avigilon Alta cloud based 2 Megapixel Dome Cameras at locations requested in the RFP
(17) Avigilon Alta 1 year of Cloud Licensing
(1) Avigilon Video Workstations capable of 4 Monitor outputs -utilizing existing on site monitors
(1) Minuteman UPS with 12 hours of battery backup
(1) Cable and Conduit as needed for the new camera locations
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

As stated at the pre-bid meeting, the City will have the necessary PoE switches, ports and network infrastructure for this project. D/A can provide additional equipment if needed at additional costs.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	2.00
Wall Mount, Large Pendant Camera	2.00
IR Illuminator Ring, 100'	2.00
Pendant Mount Adapter, Outdoor	2.00
Dome Bubble, Cover, Outdoor, Clear	2.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	2.00
Pole Mount Adapter	2.00
2.0-H6SL-DO1-IR-30	15.00
AWA-CLD-STR-1YR-60	17.00
EXR750RT2U	1.00
BP36CRTXL	7.00
RM7-WKS-4MN-NA	1.00
Conduit	60.00
CAT6, PVC, Unshielded	40.00
Cabling	
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$49,033.00
TAX (MI-GOV):	$0.00
TOTAL:	$49,033.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20932

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Old Woodward and Oak Street Intersection
Old Woodward and Oak Street Intersection
Birmingham, MI, 48009

..

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Old Woodward and Oak

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Old Woodward/Oak** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	2.00
Universal, electrical	
Bucket Truck	
Miscellaneous Installation Materials	1.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$19,867.00
TAX (MI-GOV):	$0.00
TOTAL:	$19,867.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20941

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

..

WORK LOCATION:
Oak at Woodward Intersection
Oak Street at Woodward
Birmingham, MI, 48237

(248) 399 0600

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Oak at Woodward

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the **Oak/Woodward** location for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Alta 1 year of Cloud Licensing
(2) Ubiquiti Air Fiber Transmitters
(1) Subcontractor electrical for new location
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A Ten (10) year parts and labor Prime Support Warranty

The above cameras have been quoted with 30 days of on board storage and 60 days of cloud storage.

Cameras installed at remote locations will utilize either existing wireless network at existing locations or new wireless network provided at new locations.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
Pole Mount Adapter	1.00
AWA-CLD-STR-1YR-60	1.00
Ubiquiti air Fiber 5XHD	2.00
CAT6, PVC, Unshielded, Direct Burial	2.00
Universal, lane closure support, electrical	
Bucket Truck	
Miscellaneous Installation Materials	1.00
Installation Services	
Project Management	
Engineering Services	
CAD	
Investment Protection for 1 year	10.00
Miscellaneous Installation Materials	1.00
Freight	1.00

SUBTOTAL:	$19,858.00
TAX (MI-GOV):	$0.00
TOTAL:	$19,858.00

D/A CENTRAL
intelligent technology solutions
13155 Cloverdale
Oak Park, MI 48237

PROPOSAL
20411

April 19, 2024

BILL TO:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

WORK LOCATION:
City of Birmingham
151 Martin Street
Birmingham, MI, 48009

City of Birmingham Camera Purchase, Installation and Connectivity Project-RFP-Portable Trailer

SCOPE OF WORK

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Amended Proposal

Gina,

Thank you for the opportunity to design and quote the price of a new Avigilon cloud-based video surveillance system to enhance the security for the City of Birmingham, based on your request provided in the City of Birmingham Camera Purchase, Installation and Connectivity Project bid documents.

This specific proposal will provide a detailed equipment listing for the Mobile Camera Unit for this City wide project.

Please see the overall system scope of work for the entire project listings, system functionality, and clarifications that we are providing for as listed on quote #20918.

The following information will provide additional equipment detail with regards to this site as requested in the RFP and addendum documentation.

(1) IVC Long Deployment Surveillance Trailer
(1) Backup Battery
(1) On Board NVR Storage
(2) HD PTZ Camera
(1) Avigilon Alta cloud based 32 Megapixel Multisensor Dome cameras with illumination rings and PoE power injectors at locations requested in the RFP, mounting hardware included
(1) Avigilon Cloud License
(1) D/A Installation, miscellaneous hardware, freight, camera and system set-up, programming, CAD documentation, Project Management, verification of proper operation and training
(1) D/A One (1) year parts and labor Prime Support Warranty

The above Avigilon camera (not the PTZ) have been quoted with 30 days of on board storage and 60 days of cloud storage.

The next few pages will provide detailed equipment listings and a total price.

Please see attached data sheets or contact us for further information.

Should our D/A solutions be approved, a Project Manager will be assigned and will communicate with you to verify scope and provide an estimated time line to work out with you. This Project Manager will also provide project updates and be available to respond to any field requests you may have. I am also available at any time.

Please feel free to contact me with any questions and if you require any additional information or product demonstration.

Thank you for this opportunity, D/A Central and I look forward to a comprehensive business relationship with the City of Birmingham for your security needs now and into the future.

We look forward to your favorable response.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY
Portable trailer	1.00
32C-H5A-4MH-30	1.00
Wall Mount, Large Pendant Camera	1.00
IR Illuminator Ring, 100'	1.00
Pendant Mount Adapter, Outdoor	1.00
Dome Bubble, Cover, Outdoor, Clear	1.00
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor	1.00
AWA-CLD-STR-1YR-60	1.00
Engineering Services	
Installation Services	
Project Management	
Investment Protection for 1 year	1.00
Freight	1.00
Miscellaneous Installation Materials	1.00

SUBTOTAL:	$40,944.00
TAX (MI-GOV):	$0.00
TOTAL:	$40,944.00

8日

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. **B 1305777**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That **D/A Central, Inc.**
13155 Cloverdale St Oak Park, MI 48237 (hereinafter called the Principal) as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety, are held and firmly bound unto **City of Birmingham**
151 Martin St. Birmingham, MI 48009 (hereinafter called the Obligee) in the full and just sum of **5 % Percent of the Total Bid Amount** Dollars ($ **5 %**) good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **20th** day of **March**, **2024** A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to the Principal for

Birmingham Camera Purchase, Installation and Connectivity Project

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Original Signed copy submitted with bid opening March 21, 2024

D/A Central, Inc.

WITNESS:

_____
(If individual or firm)

By: _____ (SEAL)

_____

ATTEST:

_____
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: Cheryl Hughes
Cheryl Hughes ,Attorney-in-fact

B-201 (6/20)

SELECTIVE
BE UNIQUELY INSURED℠

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1305777

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Cheryl Hughes**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **$6,000,000.00**

Signed this **20th** day of **March**, **2024**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **20th** day of **March**, **2024** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B1305777

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 8/2026

Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **20th** day of **March**, **2024**.

Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

8日

Ofc. Gina Moody
Community Resource Officer
Services Officer
Birmingham Police Department
151 Martin St.
Birmingham, MI, 48009

Gina,

D/A Central is a Michigan-based technology integrator. Founded in 1957, D/A Central has a legacy of innovation starting from the early days of film camera surveillance to the latest in Cloud based IT technology and services.

D/A Central has provided systems integration for organizations by managing increasingly complex technology to protect and enhance the workplace. As a proud Michigan company, D/A has provided effective security solutions including access control systems, video surveillance systems, intrusion alarms and network management services for over 60 years. We provide expertise for system design, consulting and integration of disparate systems utilizing open standards. This philosophy helps enterprises whether they are installing a new system or upgrading a system by protecting the future value of the investment.

We specialize in forward thinking security and data networking, D/A serves a wide variety of clientele on a local, national & global basis. Industrial clients like Eaton Corporation, MillerKnoll (formerly Herman Miller), Steelcase, Pratt and Whitney and municipal infrastructure like City of Detroit, City of Warren, City of Dearborn, The State of Michigan, and Great Lakes Water Authority, showcase our technology and engineering expertise. Many of our clients have relied on our design, implementation, support services and training for over 20 years. We provide best in class, integrated solutions which meet the needs of our clients...nothing less.

D/A is a founding member of Security-Net, an elite international group of independent companies providing integration services. Through Security-Net D/A has implemented projects in dozens of states and on three continents for our clients.

At D/A, our values center around good stewardship and taking responsibility. In addition, we support our clients with:

1. Ongoing investment in factory trained technicians and support personnel. Our efficiency far surpasses most end-users because of our experience.
2. Dedicated Project Managers execute projects from start to finish. We often take project management issues beyond the scope of the project to assist in getting things done ahead of schedule and under budget.
3. A cost control strategy that utilizes existing system components when possible.
4. A ticket management support software to identify and measure service response and effectiveness.
5. Our lifecycle management program for both hardware and software to maximize the useful life of the system.
6. Electronic documentation for system design by site.

D/A Central Capabilities

D/A Central, Inc. is a TierVantage Lenel partner with over 20 years of Lenel OnGuard integration experience. We are able to provide; procurement, installation, integration, testing and acceptance for our local Clients throughout the state of Michigan and across the country as needed. Our team's experience with Lenel OnGuard Enterprise implementations is exceptionally deep.

D/A has the largest number of Lenel CORE Access Certified Engineers and technicians in the State of Michigan. We have experience managing large multi-site entities including GLWA, General Dynamics, The City of Dearborn, City of Warren, St. Joseph Mercy Health Systems, Eaton Corporation, and many others.

D/A also supports several other enterprise level security systems such as Vanderbilt (Schlage), Feenics, AMAG, Lenel/S2 and Honeywell.

D/A also has expertise in video surveillance including IP cameras, network infrastructure, video storage and system administration. Among the top brands we are certified to support include Avigilon, Axis, Milestone, Bosch, Hanwha, and many others. We can provide these solutions as a standalone operation and or incorporate them with other aspects of your security system like access control and alarm systems and can seamlessly integrate them into an overall integrated security solution. Many of the institutions listed previously have these video elements provided by and maintained by D/A Central.

What Do We Do?

Technology is the foundation of all we do. Specializing in security and data networks; we provide, install and support video surveillance, access control, intrusion detection and network management systems. From the simplest of IP video and card access systems to complex artificial intelligence (AI) solutions, our clients turn to us for an array of technologies including:

- Multi-Sensor 360 and Thermal Cameras / Video Analytics / Touchless Entry Solutions
- Identity Management / Biometrics / Facial Recognition / Hosted & Managed Solutions
- Emergency Communication / Visitor Management / Network Sensor Monitoring
- Perimeter Protection / Ground Based Radar / Drone Detection / and MORE

Whether we are installing new or upgrading existing systems, we protect the future usefulness and value of your investment. Our forward-thinking philosophy allows us to support a wide variety of clients on a local, national & global basis. We have completed projects in more than 30 states and 7 countries on 4 different continents.

What Makes Us Different?

The D/A Way focusses on good stewardship and taking responsibility. As our client we support you by:

- Working collaboratively with you to reduce your Total Cost of Ownership
- Continually investing in training our technicians and support personnel.
- Providing dedicated project managers to see your project is properly executed from start to finish.
- Utilizing our ticket management software to identify and measure service response and effectiveness.
- Providing lifecycle management for both hardware and software to keep your systems up to date.
- Offering key metrics from your systems to give you actionable insight beyond security.

Program Management Support:

D/A Central has multiple Certified Security Project Managers (CSPM) utilizing the training and guidelines from the Security Industry Association (SIA). Our assigned Project Manager is responsible for maintaining the schedule and managing contract details including cost requirements. They also manage workforce requirements and are adept at managing changing conditions to fulfill stakeholder requirements.

We employee industry best practices for project management including a critical path schedule and identifying key milestones to keep things on schedule.

Our Project Management team is equipped to work on-site to assure a quality outcome.

Our commissioning documents provide a framework for a System Test Plan (STP) that addresses scheduled start up and testing at various stages of the project, including integration testing at each stage of the implementation. Our STP includes system integration testing and owner validation testing.

Maintenance and Support:

Included in the proposal would be a one-year OEM warranty. In addition, this would include a one-year maintenance plan with best practices for preventative maintenance or any corrective service as needed.

D/A Central has over twenty (20) technical support and factory trained field technicians to support clients across the state of Michigan. Our vehicle fleet is fully equipped for 24/7/365 emergency service. We manage projects and services inside and outside the state of Michigan on a regular basis.

Multiyear agreements are also available.

Relevant Experience

Sault Ste. Marie Area Public Schools: D/A Central recently completed a half million dollar project to upgrade the existing access control system for Sault Ste Marie Area Public Schools. The project consisted of upgrading the existing access control system, converting to hard wired electronic strikes, adding door control modules for over 200 doors District wide. We assisted in programming and provided training based on the new system upgrades. We are working to provide maintenance and service agreements for all security system in the District.

Bloomfield Hills Schools (Current Project): This multi-year project was for about 360 new Avigilon IP cameras and bringing in about 200 existing cameras into the 12 Network Video Servers. It also included about 200 new access control card readers, many of them part of the replacement of a number of old systems from Schlage and Northern. We use BlueDiamond readers and Mifare cards at this point. Total Project is approximately 2 Million dollars.

Great Lakes Water Authority: GLWA (formerly Detroit Water and Sewerage Department) is the wholesale freshwater supplier for 128 communities in SE Michigan. In 1999, D/A was selected to assist the department with a 10-year plan to upgrade security at 62 facilities. The Lenel OnGuard integration platform selected in 1999 remains the foundation of their security system. Today, the system has grown to 800+ reader doors and gates, 750+ surveillances cameras, nearly 12,000 alarm points and almost 18 miles of protected perimeter. This integrated platform includes redundant command centers, video integration (Avigilon and Lenel video), their time and attendance system, along with various other Lenel certified partner integrations. In 2012 the EPA/DHS recognized this system as a model for water utilities around the country.

D/A Central was recently selected to once again engineer a plan for the future of security at GLWA. D/A is currently evaluating the integration of a ground-based radar perimeter detection, security, and safety system for CFATS classified chemical storage areas and security for freshwater intakes.

MillerKnoll Corporation: The global office furniture manufacturer in Zeeland, MI selected D/A Central to be their integrator for the Lenel OnGuard implementation starting in 2016. This complex project required that we maintain the CASI legacy system (still running and synchronized today) with an integrated database for the new system. We successfully maintained function throughout the process. This implementation included sites in Michigan, across the U.S and globally.

Eaton Corporation: For this 20+ year client, D/A oversees the bulk of the global engineering for Eaton. In September of 2017 we implemented a total Lenel system version upgrade which required updates to every client and server globally. This process took over 6 months to plan and stage. The ultimate cut-over was accomplished on the second Saturday in September during a 4-hour window.

General Dynamics Land Systems: D/A Central has served this Federal government contractor for over 25 years providing security solutions for facilities in Michigan, Ohio, North Carolina, and Alabama. Their Lenel OnGuard systems includes a Federally compliant visitor management system. A PIV I solution for secure credentials was adopted and deployed in early 2018. GDLS utilizes an Avigilon video management solution.

St. Joseph Mercy Health Systems: D/A designed and implemented this Lenel system which has grown to nine (9) sites, including the command center in Ypsilanti. Features of this system include after-hours visitor management, Avigilon video management integration, pharmacy compliance, and video analytics integration.

City of Warren: D/A had won a bid project in 2016 to upgrade the video surveillance system for the City at most facilities including over two hundred IP cameras, video network recording solutions and some network infrastructure. The City was so impressed with our work we entered into a five year security service provider agreement; that was just recently modified and extended for an additional five years. We have also been supporting the City's access control system since 2010.

City of Dearborn: D/A had won a security bid project in 2005 to upgrade the video surveillance system and access control for the City at City Hall and the Police Department, that eventually expanded to most all City facilities. We have continued to grow, upgrade, and support this system which has now grown to over six hundred IP cameras, and hundreds of access control doors.

Our Team

D/A is one of the original 10 Lenel integrators in the world. Our engineering and technical staff each have over 20 years of experience integrating OnGuard with unique, client focused solutions.

Our Michigan based team includes approximately 20 field technicians, engineers, and our own CAD department. The service department is available around the clock to ensure system up-time for our clients. It is notable that our technical staff is located within 2 hours of nearly every Client site in the lower peninsula of Michigan. Our metro-Detroit headquarters provides instant access to our entire team including management. D/A currently employees approximately forty (40) employees in the State.

We would welcome the opportunity to assist you with your security system needs. Should you have any questions, like to set up an introductory meeting, or have us provide any security systems or integration proposals for you, please feel free to contact me at 248/399-0600 x 122 or,
email: joe.vanwel@dacentral@dacentral.com.

Thank you and have a great day.

Regards,

Joseph A. Vanwelsenaers
D/A Central, Inc.
13155 Cloverdale
Oak Park, Michigan 48237
PH: 248/399-0600 x 122
Email: joe.vanwel@dacentral.com

D/A CENTRAL
intelligent technology solutions

City of Birmingham Camera Purchase, Installation and Connectivity Project:

Project References for D/A Central, Inc.

Gina,

Thank you for the opportunity to provide our solution for your bid request of the City of Birmingham Camera Purchase, Installation and Connectivity Project.

Below are a list of a few contacts for D/A Central, Inc. where we provided similar projects to the systems you are requesting.

City of Warren: D/A had won a bid project in 2016 to upgrade the video surveillance system for the City at most facilities including over two hundred IP cameras, video network recording solutions and some network infrastructure. The City was so impressed with our work we entered into a five year security service provider agreement; that was just recently modified and extended for an additional five years. We have also been supporting the City's access control system since 2010. Contact information for the City of Warren is Laura Wilson: Information Systems (586/574-4615) Email: lwilson@cityofwarren.org.

D/A Central, Inc. recently finished a project for the City of Warren, providing a new video surveillance system including installing cameras on existing buildings and new telephone poles with new power installations for the South VanDyke Video surveillance project. Cameras communicate through wireless point to point network connection to a network video recorder and are monitored by the City's Police Department and other key City system administrators. Contact information for this project is Tom Bommarito: Director of Department of Community, Economic & Downtown Development (586/574-4519) Email: TBommarito@cityofwarren.org.

City of Dearborn: D/A had won a security bid project in 2005 to upgrade the video surveillance system and access control for the City at City Hall and the Police Department, that eventually expanded to most all City facilities. We have continued to grow, upgrade, and support this system which has now grown to over six hundred IP cameras, and hundreds of access control doors.

D/A Central, Inc. won a 2014/2015 bid project to provide for a new video surveillance system for seven City Parks at the City of Dearborn. These cameras communicate through aerial, direct burial cable, along with communicate through wireless point to point network connection to various network video recorders throughout the City and are monitored by the City's Police Department and other key City system administrators.

Bloomfield Hills Schools (Current Project): This multi-year project was for about 360 new Avigilon IP cameras and bringing in about 200 existing cameras into the 12 Network Video Servers. It also included about 200 new access control card readers, many of them part of the replacement of a number of old systems from Schlage and Northern. We use BlueDiamond readers and Mifare cards at this point. Total Project is approximately 2 Million dollars.

Our Team

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email: joe.vanwel@dacentral@dacentral.com.

Thank you and have a great day.

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Joseph A. Vanwelsenaers
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Oak Park, Michigan 48237
PH: 248/399-0600 x 122
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8日

AVIGILON™
ALTA AWARE

- Open data platform
- Smart Search by event, object, similarity
- Map view with Smart Presence
- Rules, events, alarms
- Video view with Spotlight anomaly detection
- People and vehicle counting
- Playback timeline with Smart Presence
- Alta Aware mobile app (Android, iOS)

Actionable intelligence made easy

Agile, scalable, secure and easy to use, Alta Aware is a powerful video management system equipped with integrated machine learning capabilities accessible in the cloud for Avigilon Alta cameras or third-party cameras using the Alta Cloud Connector. Alta Aware analyzes the video feeds from all your cameras in real-time, around the clock.. It identifies objects and events and sends instant notifications and alarms based on rules and unusual activity detection. Alta Aware helps your team focus on what really matters.

FEATURES

SYSTEM
Unlimited cameras per site
Unlimited Cloud Connectors per site
Up to 200 cameras per Cloud Connector
DEVICE SUPPORT
Avigilon Alta cameras
Automatic device discovery
Third-party IP cameras & encoders
H.264 video compression
MJPEG video compression
JPEG2000 video compression
STREAMING
Dynamic stream selection
SEARCH
Search by similarity
Search by physical characteristics
Search by event
Search by image
Search across all video
Face Search (US only, based on location)
Playback timeline with embedded thumbnails
Smart Presence

PERVASIVE VIDEO ANALYTICS
Unusual event detection
People counting
Vehicle counting
Forensic investigation
Intrusion detection
Real-time notifications and alerts
Audio analytics
Spotlight
SECURITY AND PRIVACY PROTECTION
HTTPS camera connectivity
SRTP support
AES video encryption
Digital watermarking against tampering
RTSP over TLS
CLIENT
Intuitive and powerful interface
HTML5 web client and mobile app
Saved views
Interactive maps
Multi-camera export

OTHER FEATURES
Email event notification
Rule triggers
Self-learning video analytics event configuration
Analytics configuration

ORDERING INFORMATION

ALTA AWARE

PRODUCT FAMILY	PID	PRODUCT DESCRIPTION
Alta Aware	AWA-CLD-1Y	1-year subscription per camera to Alta Aware. Real-time video-analytics.
Alta Aware	AWA-CLD-3Y	3-year subscription per camera to Alta Aware. Real-time video-analytics.
Alta Aware	AWA-CLD-5Y	5-year subscription per camera to Alta Aware. Real-time video-analytics.

To learn more, visit:
www.avigilon.com

MOTOROLA SOLUTIONS

AVIGILON™

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. **motorolasolutions.com**

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Alta H5A Multisensor Camera

9 MP | 12 MP | 15 MP | 20 MP | 24 MP | 32 MP | 10-YEAR WARRANTY

See around corners, through intersections or across parking lots with a single camera. Arrange three or four sensors for crisp 180, 270 or 360-degree views in any direction, with one install cable. The cloud-native H5A Multisensor for Avigilon Alta Aware combines visibility, image quality and ease of use with zero compromises, so you can secure any area over the cloud.

Features

Exceptional Image Quality

Varifocal lenses with up to 8MP resolution provide crisp clear images with the details you need. IR up to 98ft and HDR provide reliable video in all light and weather conditions.

Easy Installation

The H5A Multisensor is a single cable install with up to 4 unique views, for a plug-and-play camera that is up and running in minutes. Scan the camera QR code to onboard to Aware quickly.

Open Platform

Integrate the business tools you use day in, day out for extra intelligence. Alta Aware VMS uses an open API architecture, so you can link third-party hardware like cameras, sensors and speakers. The Alta H5A is also ONVIF® conformant to work with third-party systems.

Highly Customizable

With 3 or 4 adjustable sensors for up to a 360-degree field of view and a range of mounting options, the H5A provides you the perfect shot, wherever you install it.

Smarter, Faster Responses

Get alerted in real-time about events in all directions, with AI-powered analytics on each sensor. The H5A works in sync with Alta Aware to notify you of events with people, vehicles and anomalies, to help improve security.

Reliable and Resilient

IK10, IP66/67, NEMA Type 4X and TS2 ratings protect against impact, water, windblown dust and a degree of corrosion. 10 year warranty and security in the camera and the cloud help ensure your system is protected.

ONVIF is a trademark of Onvif, Inc.

MOTOROLA SOLUTIONS

AVIGILON

Specifications

Image Performance		3.0 MP	5.0 MP	4K (8.0 MP)
Image Sensor		1/2.8" CMOS		1/2.8" CMOS
Active Pixels		2048 (H) x 1536 (V) (4:3)	2592 x 1944 (4:3)	3840 x 2160 (16:9)
3 x Image Sensor, Max Resolution		6144 (H) x 1536 (V) (4:3)	7776 x 1944 (4:3)	11520 x 2160 (16:9)
4 x Image Sensor, Max Resolution		8192 (H) x 1536 (V) (4:3)	10368 x 1944 (4:3)	15360 x 2160 (16:9)
Sensor Aspect Ratio		4:3	4:3	16:9
IR Illumination - Optional (high power 850 nm LEDs)[1]		30 m (98 ft) maximum distance at 0 lux when camera is mounted at 4 m (13 ft) off the ground		
Minimum Illumination		0.020 lux (F1.5) in color mode 0.018 lux (F1.5) in mono mode 0 lux with optional IR illuminator		0.020 lux (F1.5) in color mode 0.016 lux (F1.5) in mono mode 0 lux with optional IR illuminator
Dynamic Range	HDR On	120 dB, true HDR, dual exposure		
	HDR Off	80 dB		
3D Noise Reduction Filter		Supported		
Maximum Frame Rate 60 Hz / 50 Hz		30 / 25 fps	24 / 25 fps	17 / 16 fps

[1] The IR intensity is based on supplied PoE power.

Image Control	
Image Compression Method	H.265, H.264, Motion JPEG
Electronic Shutter Control	Automatic
Iris Control	Fixed
Day/Night Control	Automatic
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic
Privacy Zones	Up to 64 zones

Lens (per image sensor)	3.0 MP	5.0 MP	4K (8.0 MP)
Focal Length	3.3-5.7 mm		
Lens and Horizontal Field of View Based on Aspect Ratio	53° - 99° (4:3)		58° - 108° (16:9)
Lens and Vertical Field of View Based on Aspect Ratio	39° - 69° (4:3)		32° - 55° (16:9)
Aperture Range	F1.5 - F1.9		
Control	Fixed Iris, Remote Focus and Zoom		

Network	
Network	Gigabit Ethernet, 100BASE-TX, 1000BASE-TX
Cabling Type	CAT5E
Connector	RJ-45
ONVIF[1]	ONVIF® compliance Profile S, T, M, and G (www.onvif.org)
Security	Password protection, HTTPS encryption
Protocol	IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, ARP, HSTS
Streaming Protocols	WebRTC, RTP/RTSP/UDP, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP
Platform Compatibility	Avigilon Alta Aware, Avigilon Unity ACC[1], 3rd party VMS[1]

[1] Requires the camera to be running Avigilon Unity firmware.

8H

Auxiliary I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output[1]	Line level input and output
External I/O Terminal[2]	Alarm In, Alarm Out

[1] Audio output is not currently supported.

[2] Not currently supported.

Electrical	In-Ceiling	Surface Mount	Pendant Mount
Power Consumption	26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)
External Power	24 VDC ± 10 %; 24 VAC rms ± 10 %, 50 or 60 Hz		
PoE[1]	30 W IEEE 802.3at Type 2 (PoE+)	With IR: 60 W (PoE++): IEEE 802.3bt Type 3, Cisco® UPoE or legacy high-power PoE* Up to 35% IR Power or without IR: 30 W IEEE 802.3at Type 2 (PoE+)	
Redundant Power	Seamless failover between PoE and Aux and back without interruption in camera operation		

[1] Supported high power PoE products are listed in the **Optional Injectors and Switches** Section and may require adjusting the PoE mode switch. Contact sales or technical support for more information.

Mechanical	In-Ceiling	Surface Mount	Pendant Mount
Dimension	Overall: 298 mm x 161 mm (11.75" x 6.33") Below mounting surface: 298 mm x 64 mm (11.75" x 2.52")	304 mm x 114 mm (11.95" x 4.48")	With wall arm: 385 mm x 262 mm x 299 mm (15.15" x 10.30" x 11.77") With NPT adapter: 299 mm x 248 mm (11.77" x 9.76")
Weight	Mount: 1100 g (2.4 lbs) Bezel: 490 g (1.1 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs)	Mount: 950 g (2.1 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)	Wall Mount: 1190 g (2.6 lbs) NPT Adapter Mount: 470 g (1.04 lbs) Pendant: 1680 g (3.7 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)
Body	Aluminum, Plastic dome trim	Aluminum	Aluminum
Finish	Plastic, Injection Molded, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C
Optional IR Illuminator Ring	Not available	Optional accessory, 30 m (98 ft) IR range	

Environmental	In-Ceiling	Surface Mount	Pendant Mount
Operating Temperature	-10 °C to +50 °C (14 °F to 122 °F)	-40 °C to +60 °C (-40 °F to 140 °F)	
Storage Temperature	-30 °C to +70 °C (-22 °F to 158 °F)		
Humidity	0 - 95% non-condensing		
IR Illumination Behavior	Not available	The IR illuminator will operate at 100% power from -40 °C to 44 °C (-40 °F to 111 °F). The IR power will reduce to 60% from 44 °C to 53 °C (111 °F to 127 °F). The IR illuminator will turn off when the temperature is greater than 53 °C (127 °F). Hysteresis: 6 °C (10.8 °F). For 25.5 W PoE+, the IR illuminator will operate at only 35% power and will turn off if the temperature is below -26 °C (-15 °F).	

Per Sensor	
Tilt	+7° to 96° from horizon
Pan	+/-120° (depending on position of image sensors)
Azimuth	+/-180°

Certifications	In-Ceiling	Surface Mount	Pendant Mount
Certifications/Approvals	UL, cUL, CE, ROHS, RCM, BIS, UKCA, NOM, KC		
Safety Standards	UL 62368-1, CSA 62368-1, IEC/EN 62368-1		
	UL 2043 (Plenum)		IEC/EN 62471
Environmental Standards/Ratings	IEC 60529 IP5X rating (dust only)		IEC 60529 IP66, IP67 rating IEC/EN 62262 Impact (IK 10) IEC/EN 60068-2-6 Product Vibration IEC/EN 60068-2-27 Product Shock Type 4X
Electromagnetic Emissions Standards	FCC Part 15 Subpart B (Class A) ICES-003 (Class A) EN 55032 (Class A) EN 61000-3-2 EN 61000-3-3		
Electromagnetic Immunity Standards	EN 55035 EN 61000-6-1 EN 50121-4 EN 50130-4		
NEMA TS2	Not applicable		NEMA TS2 paragraph 2.2.7 - 2.2.9

Analytic Rules Supported	
Objects in Area	Rule triggered when an object of the selected type and attributes is detected in the region of interest.
Object Loitering	Rule triggered when an object of the selected type and attributes loiters in the selected area for the selected period of time.
Objects Crossing Line	Rule triggered when an object of the selected type and attributes crosses the line. The line can be unidirectional or bidirectional.
Object Counting	Rule triggered when the count of objects of the selected type either exceeds or is less than the selected threshold.
Object Line Crossing Counting	Rule triggered when the specific number of objects of the selected type either cross a line to enter or leave an area.
License Plate Detection	Requires additional license.
Audio[1]	Rule triggered when audio of one of the specified types is detected.

[1] Audio analytics requires the addition of a microphone via the line level input.

Detected Attributes	
Object Attributes	Vehicle, sub-types: Small/Medium Vehicles (sedan, SUV, pickup truck, etc.), Large Vehicles (bus, truck), Two-wheeled Vehicles (bicycle, motorcycle), Unclassified Vehicles
	Person
	Color (people's clothing, top and bottom, and vehicles)
	Face (US only, based on location)

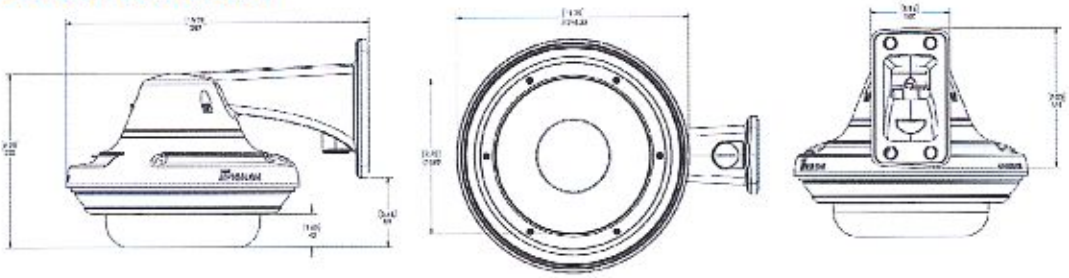
Supported Audio Events[1]	
Audio Events	Glass breaking, Loud Noise, Gun Shot, Screaming, Smoke Alarm, Car Alarm, Ultrasound Panic Alarm, Dog Barking, Tire Screeching

[1] Audio analytics requires the addition of a microphone via the line level input.

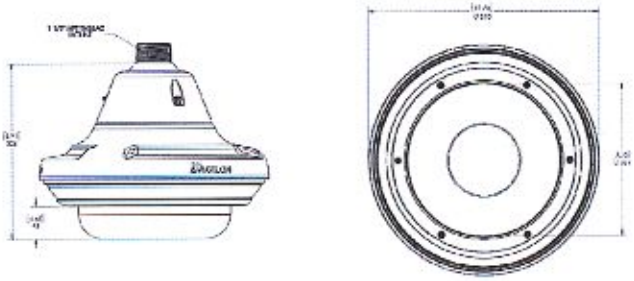
Outline Dimensions

[X.X]	INCHES
X	MM

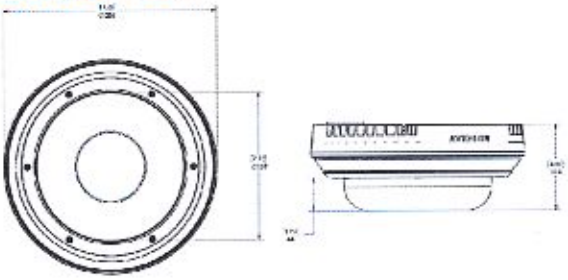
Pendant Wall Mount



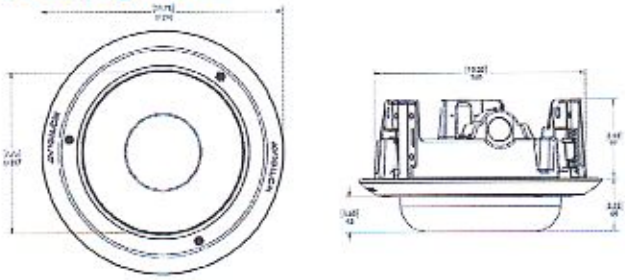
Pendant NPT Mount



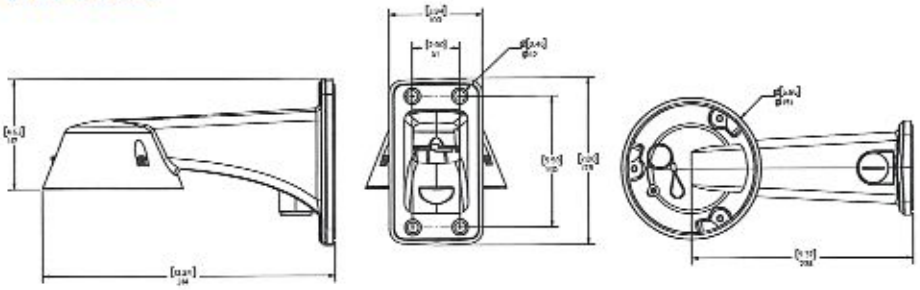
Surface Mount



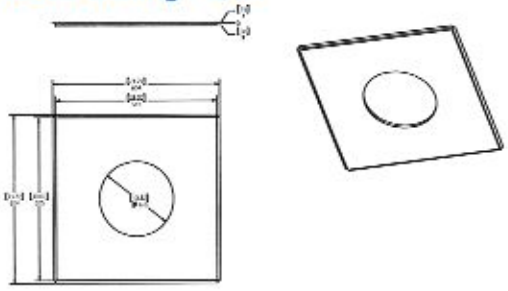
In-Ceiling Mount



Wall Mount



Metal Ceiling Panel



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Ordering Information

The variety of mounting options for the H5A Multisensor provides maximum flexibility. All the available camera modules can be used in any of the mounting options.

Mounting Scenario		Ordering Information
PENDANT WALL MOUNT		Order one of: • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • WLMT-1001 • Optional, H4AMH-AD-IRIL1
PENDANT NPT MOUNT		Order one of: • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • NPTA-1001 • Optional, H4AMH-AD-IRIL1
SURFACE MOUNT		Order one of: • Camera module • H5AMH-AD-DOME1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • Optional, H4AMH-AD-IRIL1
IN-CEILING MOUNT		Order one of: • Camera module • H5AMH-AD-CEIL1 • H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE • Optional, CLPNL-1001 if ceiling panel is needed

Camera Modules

With the modular design of the H5A Multisensor, any camera module can be paired with any mounting adapter for maximum versatility and optimal installation. Each camera module must be ordered with a mounting adapter and appropriate dome cover.

Model Number	MP	Lens	Days of Storage
9C-H5A-3MH-30	3X3MP	3.3-5.7 mm	30 Days
9C-H5A-3MH-60	3X3MP	3.3-5.7 mm	60 Days
9C-H5A-3MH-120	3X3MP	3.3-5.7 mm	120 Days
12C-H5A-4MH-30	4X3MP	3.3-5.7 mm	30 Days
12C-H5A-4MH-60	4X3MP	3.3-5.7 mm	60 Days
15C-H5A-3MH-30	3X5MP	3.3-5.7 mm	30 Days
15C-H5A-3MH-60	3X5MP	3.3-5.7 mm	60 Days
15C-H5A-3MH-120	3X5MP	3.3-5.7 mm	120 Days
20C-H5A-4MH-30	4X5MP	3.3-5.7 mm	30 Days
20C-H5A-4MH-60	4X5MP	3.3-5.7 mm	60 Days
24C-H5A-3MH-30	3X8MP	3.3-5.7 mm	30 Days
24C-H5A-3MH-60	3X8MP	3.3-5.7 mm	60 Days
32C-H5A-4MH-30	4X8MP	3.3-5.7 mm	30 Days

Mounting Adapters and Dome Covers

The H5A Multisensor modular design provides pendant, surface, or in-ceiling mounting adapters and a choice of two dome covers compatible with all the H5A Multisensor camera modules.

Display Part Number	Description
H5AMH-AD-DOME1	Outdoor surface mount adapter, must order either a H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-CEIL1	In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE.
H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear.
H5AMH-DO-COVR1-SMOKE	Dome bubble and cover, for outdoor surface mount or pendant mount, smoked. Not recommended for low light applications.
H5AMH-DC-COVR1	Dome bubble and cover, for in-ceiling mount, clear.
H5AMH-DC-COVR1-SMOKE	Dome bubble and cover, for in-ceiling mount, smoked. Not recommended for low light applications.
WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1.
NPTA-1001	Pendant NPT adapter for use with H5AMH-AD-PEND1.
PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001.
CRNMT-1001	Aluminum corner mounting bracket, compatible with WLMT-1001.
CLPNL-1001	Metal ceiling panel.

Optional IR Illuminator

The optional IR Illuminator is available for the H5A Multisensor when mounted in a pendant or surface mount adapter.

Display Part Number	Description
H4AMH-AD-IRIL1	Optional IR illuminator ring, for use with H5AMH-DO-COVR1.

Optional Injectors

Display Part Number	Description
PD-9001 GR/AT/AC-*-MSI	Indoor single port PoE+ 30W injector. Injector operational temperature range -20 °C to +40 °C (-4 °F to 104 °F).
POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port.

Optional Accessories

Display Part Number	Description
CBLKT-1001	Cable kit replacement for Multisensor cameras.

Support

Learn more and find additional documentation at https://aware.docs.alta.avigilon.com/Home.htm for specific product support.

MOTOROLA SOLUTIONS

AVIGILON

Feb 2024 | Rev 2

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ALTA H6SL CAMERA LINE

2 MP | 3 MP | 5 MP | UP TO 10-YEAR WARRANTY

Proactively boost safety and security with the analytics-enabled Avigilon H6SL camera line for Alta Aware. Available in a dome or bullet form factor, the cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR options and up to 5 MP resolution, you get crisp, clear images in even the most challenging lighting conditions. Intelligent analytics with real-time alerts help you react and respond faster to critical events and the cloud-native Alta Aware provides access to video at any time and from any location.

FEATURES

REACT AND RESPOND FASTER WITH AI

Gain security preparedness and act quicker with intelligent analytics that alert you in real-time of critical events. The Alta H6SL notifies you of people, vehicles or anomalies to help you identify potential threats.

SEE CLEARLY IN ALL LIGHT CONDITIONS

With High Dynamic Range, the Alta H6SL Dome can easily handle high-contrast scenes, and IR illumination captures details in low-light conditions so you can see clearly in all environments.

TRUSTED AND SECURE

With North American Avigilon manufacturing you can trust and security in the camera and the cloud, rest assured that your security system is protected.

OPTIONS FOR EVERY DEPLOYMENT

With a variety of storage and resolution configurations and wide and telephoto lens options on the H6SL Bullet, there's a cloud-native Alta H6SL to meet all your deployment needs.

SUITABLE FOR TOUGH ENVIRONMENTS

All H6SL cameras are IK10-rated for impact resistance. All outdoor models are IP66/IP67 and NEMA Type 4X rated for water, windblown dust and a degree of corrosion.

24/7 AWARENESS FROM ANYWHERE

Securely access video anywhere with a cloud-native platform that offers easy-to-use viewing and management via a browser or on-the-go visibility from a powerful mobile app.

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SPECIFICATIONS

IMAGE PERFORMANCE		2.0 MP	3.0 MP	5.0 MP
Image Sensor		1/2.8" progressive scan CMOS		
Imaging Area (H × V)		5.57 mm × 3.13 mm 0.219" × 0.123"	5.18 mm × 3.89 mm 0.204" × 0.153"	
Aspect Ratio		16:9	4:3	
Dynamic Range	HDR Off	83 dB		
	HDR On	126 dB	130 dB	
3D Noise Reduction Filter		Supported		
Max Frame Rate		30 fps		
Streaming Resolutions		1920x1080, 1280x720, 640x360	2048x1536, 1280x960, 640x480	2592x1944, 1920x1440, 1280x960, 640x480

LENS AND IR ILLUMINATION		3.4-10.5 MM (DOME/BULLET)	10.9-29 MM (BULLET ONLY)
IR Illumination Max Distance (high power 850 nm LEDs)	Dome	30 m (100 ft), full tele 20 m (65 ft), full wide	N/A
	Bullet 2.0 MP	50 m (164 ft), full tele 30 m (100 ft), full wide	N/A
	Bullet 3.0 MP / 5.0 MP	40 m (131 ft), full tele 20 m (65 ft), full wide	70 m (230 ft), full tele 30 m (100 ft), full wide
Minimum Illumination (at 33 ms shutter speed)	2.0 MP	With IR: 0 lux in monochrome mode Without IR: 0.01 lux in color mode; 0.005 lux in monochrome mode	N/A
	3.0 MP / 5.0 MP	With IR: 0 lux in monochrome mode Without IR: 0.04 lux in color mode; 0.02 lux in monochrome mode	
Horizontal Angle of View	2.0 MP	101° - 31°	N/A
	3.0 MP / 5.0 MP	95° - 28°	28° - 10°
Vertical Angle of View	2.0 MP	53° - 17°	N/A
	3.0 MP / 5.0 MP	69° - 21°	21° - 7°
Max Aperture		F1.6	F1.7
Lens Control		Remote Zoom and Focus, Autofocus, IR Cut Filter	

IMAGE CONTROL	
Image Compression Method	H.265, H.264, Motion JPEG
Electronic Shutter Control	Automatic
Day/Night Control	Automatic
Flicker Control	50 Hz, 60 Hz
Iris Control	P-Iris
White Balance	Automatic
Image Rotation	0°, 90°, 180°, 270° including Corridor Mode
Privacy Zones	Up to 64 zones

NETWORK	
Network	100BASE-TX
Cabling Type	CAT5
Network	RJ45 Connector
ONVIF[1]	ONVIF® compliance Profile S, Profile T, Profile G, and Profile M (www.onvif.org)
Security	Password protection, HTTPS encryption
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, HSTS
Streaming Protocols	WebRTC, RTP/RTSP/UDP, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP
Platform Compatibility	Avigilon Alta Aware, Avigilon Unity ACC[1], 3rd party VMS[1]

[1] Requires the camera to be running Avigilon Unity firmware.

AUXILIARY I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output[1]	Line level I/O
External I/O Terminals[1]	Alarm In, Alarm Out
Microphone (Indoor Dome)	Optional Microphone accessory sold separately for Indoor Dome Camera only[2]

[1] Not currently supported.

[2] Available soon.

MECHANICAL (DOME)	SURFACE MOUNT	IN-CEILING MOUNT	PENDANT MOUNT
Dimensions	D 156 mm × H 116 mm; D 6.1" × H 4.6"	D 174 mm × H 165 mm; D 6.9" × H 6.5"	D 156 mm × H 161 mm; D 6.2" × H 6.3"
Weight	0.81 kg	0.80 kg	1.07 kg
Max. Ceiling Thickness	N/A	25 mm (1.0")	N/A
Dome Bubble	Polycarbonate		
Body	Polycarbonate		
Housing	Polycarbonate		
Finish	Plastic, injection molded, Pantone 427C		
Adjustment Range	360° pan, 30°–95° tilt (recommended), 8°–95° tilt (maximum), ±180° azimuth		

MECHANICAL (BULLET)		3.4-10.5 MM AND 10.9-29 MM
Dimensions (L x W x H)	Camera with junction box	296 mm × 126 mm × 106 mm; 11.7" × 5.0" × 4.2"
Weight		1.31 kg (1.78 kg with junction box)
Body		Aluminum
Housing		Aluminum
Finish		Powder coat, close to Pantone 427C
Adjustment Range		±175° pan, ±90° tilt, ±175° azimuth

ELECTRICAL		
Power Source		PoE: IEEE 802.3af Class 3 compliant, 12VDC Aux (Available on Bullet only)
IR Illuminator Behaviour	Dome	IR illuminator will turn off if the temperature is 60°C (140°F) or higher. The illuminator will operate at 50% power if the temperature is between 40°C (104°F) and 52 °C (117°F). Hysteresis: 2°C (3.6°F).
	Bullet	IR illuminator will turn off if the temperature is 60°C (140°F) or higher.
RTC Battery Backup		3V manganese lithium
PoE	Dome	10 W max (8 W with no IR or IR disabled)
	Bullet	13 W max
Memory		1GB RAM, 512MB Flash

ENVIRONMENTAL	INDOOR DOME	OUTDOOR DOME	BULLET
Operating Temperature	-10°C to +60°C (14°F to 140°F)	-40°C to +60°C (-40°F to 140°F)	-40°C to +60°C (-40°F to 140°F)
Storage Temperature	-10°C to +70°C (14°F to 158°F)		
Absolute Maximum Temperature	74°C (165°F) per NEMA TS2 (Temp.) para 2.2.7.2 - 2.2.7.7		
Humidity	0 - 95% non-condensing		

CERTIFICATIONS	INDOOR DOME	OUTDOOR DOME	BULLET
Certifications/Approvals	UL, cUL, CE, UKCA, ROHS, RCM, NOM, KC, BIS		
Safety	UL/CSA/EN/IEC 62368-1, IEC 62471		
Environmental	IEC/EN 62262 Impact (IK 10), IEC 60529 IP52 rating	IEC/EN 62262 (IK 10), IEC 60529 IP66, IP67 rating, Type 4X, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27	IEC/EN 62262 (IK 10), IEC 60529 IP66, IP67 rating, Type 4X, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27
Electromagnetic Emissions	FCC Part 15 Subpart B (Class B), IC ICES-003 (Class B), EN 55032 (Class B), EN 61000-6-3, EN 61000-3-2, EN 61000-3-3		
Electromagnetic Immunity	EN 55035, EN 61000-6-1, EN 50130-4, EN 50121-4		
Warranty	Up to 10-year warranty with Active Aware License.		

ANALYTICS SPECIFICATIONS

ANALYTIC RULES SUPPORTED	
Object in Area	Rule triggered when an object of the selected type and attributes is detected in the region of interest.
Object Loitering	Rule triggered when an object of the selected type and attributes loiters in the selected area for the selected period of time.
Objects Crossing Line	Rule triggered when an object of the selected type and attributes crosses the line. The line can be unidirectional or bidirectional.
Object Counting	Rule triggered when the count of objects of the selected type either exceeds or is less than the selected threshold.
Object Line Crossing Counting	Rule triggered when the specific number of objects of the selected type either cross a line to enter or leave an area.
License Plate Detection	Requires additional license.
Audio[1]	Rule triggered when audio of one of the specified types is detected.

[1] Audio Analytics will be available soon. Requires Avigilon microphone accessory (for indoor domes only).

DETECTED ATTRIBUTES	
Object Attributes	Vehicle, sub-types: Small/Medium Vehicles (sedan, SUV, pickup truck, etc.), Large Vehicles (bus, truck), Two-wheeled Vehicles (bicycle, motorcycle), Unclassified Vehicles Person Color (people's clothing, top and bottom, and vehicles)

SUPPORTED AUDIO EVENTS[1]	
Audio Events	Glass breaking, Loud Noise, Gun Shot, Screaming, Smoke Alarm, Car Alarm, Ultrasound Panic Alarm, Dog Barking

[1] Audio Analytics will be available soon. Requires Avigilon microphone accessory (for indoor domes only).

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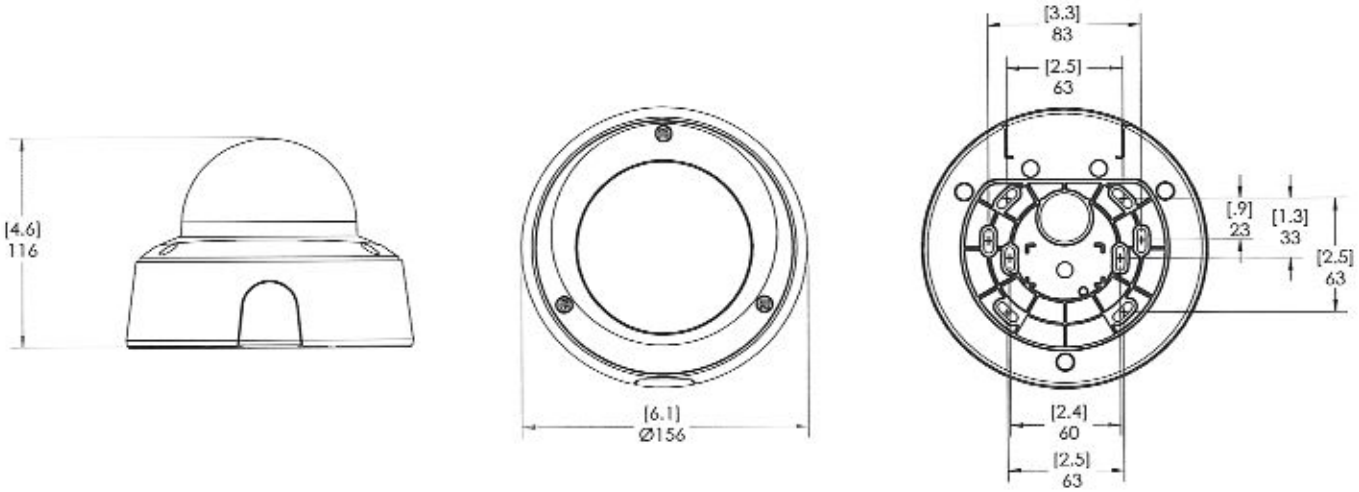
OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

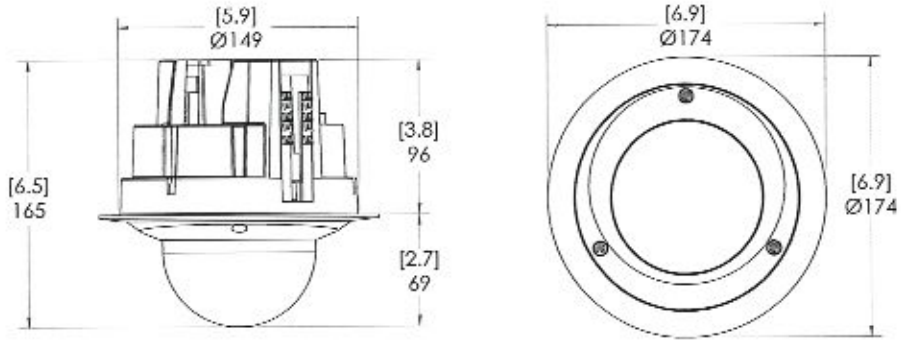
DOME CAMERA WITH SURFACE MOUNT

(H6SL DOME CAMERA + PROVIDED SURFACE MOUNT)



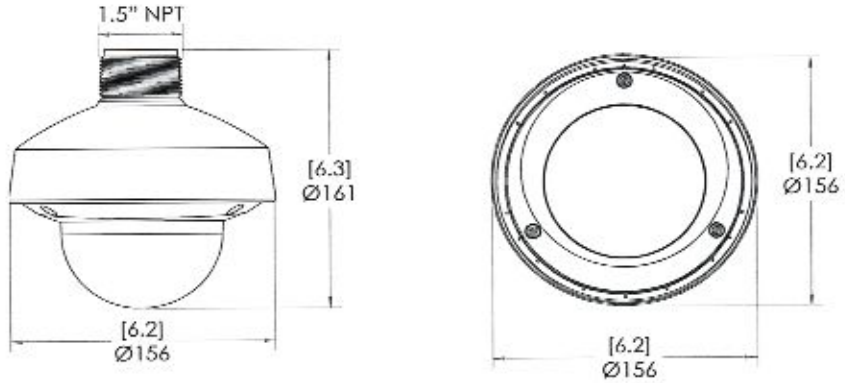
DOME CAMERA WITH IN-CEILING MOUNT

(H6SL DOME CAMERA + SLSPCIL-1001)



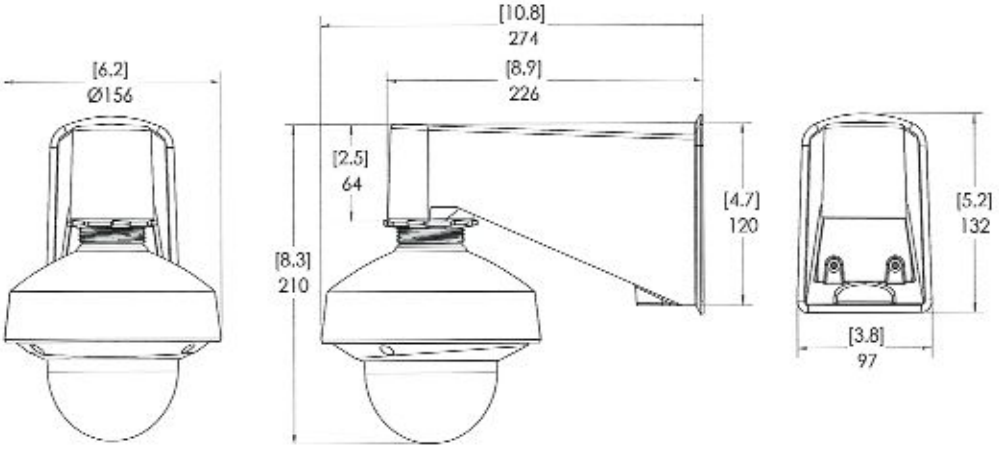
DOME CAMERA WITH NPT ADAPTER

(H6SL DOME CAMERA + H6SL-MT-NPTA1)

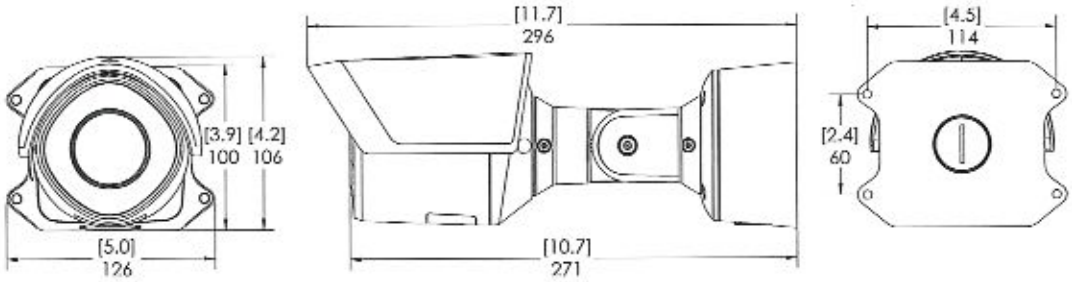


DOME CAMERA WITH NPT ADAPTER AND PENDANT WALL MOUNT

(H6SL DOME CAMERA + H6SL-MT-NPTA1 + CM-MT-WALL1)

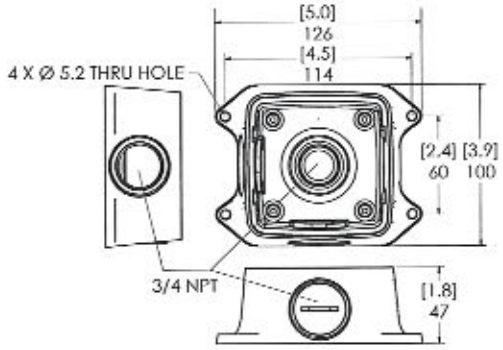


BULLET CAMERA



BULLET JUNCTION BOX

(PROVIDED WITH CAMERA)



ORDERING INFORMATION

DOME CAMERA

MODEL NUMBER	MP	LENS	IR	IP66/IP67, TYPE4X	DAYS OF STORAGE
2.0C-H6SL-D1-30	2.0	3.4-10.5 mm			30 Days
2.0C-H6SL-D1-60	2.0	3.4-10.5 mm			60 Days
2.0C-H6SL-D1-120	2.0	3.4-10.5 mm			120 Days
2.0C-H6SL-D1-IR-30	2.0	3.4-10.5 mm	✓		30 Days
2.0C-H6SL-D1-IR-60	2.0	3.4-10.5 mm	✓		60 Days
2.0C-H6SL-D1-IR-120	2.0	3.4-10.5 mm	✓		120 Days
2.0C-H6SL-DO1-IR-30	2.0	3.4-10.5 mm	✓	✓	30 Days
2.0C-H6SL-DO1-IR-60	2.0	3.4-10.5 mm	✓	✓	60 Days
2.0C-H6SL-DO1-IR-120	2.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-D1-30	3.0	3.4-10.5 mm			30 Days
3.0C-H6SL-D1-60	3.0	3.4-10.5 mm			60 Days
3.0C-H6SL-D1-120	3.0	3.4-10.5 mm			120 Days
3.0C-H6SL-D1-IR-30	3.0	3.4-10.5 mm	✓		30 Days
3.0C-H6SL-D1-IR-60	3.0	3.4-10.5 mm	✓		60 Days
3.0C-H6SL-D1-IR-120	3.0	3.4-10.5 mm	✓		120 Days
3.0C-H6SL-DO1-IR-30	3.0	3.4-10.5 mm	✓	✓	30 Days
3.0C-H6SL-DO1-IR-60	3.0	3.4-10.5 mm	✓	✓	60 Days
3.0C-H6SL-DO1-IR-120	3.0	3.4-10.5 mm	✓	✓	120 Days
5.0C-H6SL-D1-30	5.0	3.4-10.5 mm			30 Days
5.0C-H6SL-D1-60	5.0	3.4-10.5 mm			60 Days
5.0C-H6SL-D1-120	5.0	3.4-10.5 mm			120 Days
5.0C-H6SL-D1-IR-30	5.0	3.4-10.5 mm	✓		30 Days
5.0C-H6SL-D1-IR-60	5.0	3.4-10.5 mm	✓		60 Days
5.0C-H6SL-D1-IR-120	5.0	3.4-10.5 mm	✓		120 Days
5.0C-H6SL-DO1-IR-30	5.0	3.4-10.5 mm	✓	✓	30 Days
5.0C-H6SL-DO1-IR-60	5.0	3.4-10.5 mm	✓	✓	60 Days
5.0C-H6SL-DO1-IR-120	5.0	3.4-10.5 mm	✓	✓	120 Days

BULLET CAMERA

MODEL NUMBER	MP	LENS	IR	IP66/IP67, TYPE4X	DAYS OF STORAGE
2.0C-H6SL-BO1-IR-30	2.0	3.4-10.5 mm	✓	✓	30 Days
2.0C-H6SL-BO1-IR-60	2.0	3.4-10.5 mm	✓	✓	60 Days
2.0C-H6SL-BO1-IR-120	2.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-BO1-IR-30	3.0	3.4-10.5 mm	✓	✓	30 Days
3.0C-H6SL-BO1-IR-60	3.0	3.4-10.5 mm	✓	✓	60 Days
3.0C-H6SL-BO1-IR-120	3.0	3.4-10.5 mm	✓	✓	120 Days
3.0C-H6SL-BO2-IR-30	3.0	10.9-29 mm	✓	✓	30 Days
3.0C-H6SL-BO2-IR-60	3.0	10.9-29 mm	✓	✓	60 Days
3.0C-H6SL-BO2-IR-120	3.0	10.9-29 mm	✓	✓	120 Days
5.0C-H6SL-BO1-IR-30	5.0	3.4-10.5 mm	✓	✓	30 Days
5.0C-H6SL-BO1-IR-60	5.0	3.4-10.5 mm	✓	✓	60 Days
5.0C-H6SL-BO1-IR-120	5.0	3.4-10.5 mm	✓	✓	120 Days
5.0C-H6SL-BO2-IR-30	5.0	10.9-29 mm	✓	✓	30 Days
5.0C-H6SL-BO2-IR-60	5.0	10.9-29 mm	✓	✓	60 Days
5.0C-H6SL-BO2-IR-120	5.0	10.9-29 mm	✓	✓	120 Days

ACCESSORIES

PART NUMBER	DESCRIPTION
CM-MT-WALL1	Wall Mount Arm for 1.5" NPT Pendant
PLMT-1001	Pole Mount Adapter for CM-MT-WALL1
CRNMT-1001	Corner Mount for CM-MT-WALL1
SLSPCIL-1001	In-ceiling mounting adapter for H6SL Dome Camera
H6SL-MT-NPTA1	Pendant NPT adapter for H6SL Dome Camera
DCLPNL-1001	Metal ceiling panel for suspended ceiling installations
H6SL-DO-SHLD1	Weathershield for H6SL Dome Camera
ACMICR-1001[1]	Microphone accessory for Indoor H6SL Dome Camera
H6SL-DD-CLER1	Clear lower dome for H6SL Outdoor Dome Camera
H6SL-DD-SMOK1	Smoked lower dome for H6SL Outdoor Dome Camera
H6SL-DI-CLER1	Clear lower dome for H6SL Indoor Dome Camera
H6SL-DI-SMOK1	Smoked lower dome for H6SL Indoor Dome Camera
CNCVR-1001	Adapter 3/4 inch conduit for H6SL Dome Camera, 5-pack

[1] Will be supported soon.

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IVC MobileVision Products

MVT-3001

Long Deployment Surveillance Trailer

- 1140 Watt Solar Panel
- Large Battery Backup
- Operates in extreme environments
- Remotely monitored and controlled
- 24/7 unattended operation
- On-board NVR storage
- Wide Track Trailer for maximum stability
- HD PTZ IP Cameras

IVC INDUSTRIAL VIDEO & CONTROL

Long Deployment Surveillance Trailer Specifications

Tower Dimensions	
Width	5' 8"
Length	13' 2"
Height	10'
Weight	2800lbs
Camera/Equipment Box	Mounted at top of mast, CAT 6 & 1.6mm/4 Electric Cables
Trailer Details	
Axle	A/T single axle
Mast Raise/Extension	24VDC Electric winch
Mast height	25ft Mast
Anti-theft Measures	Locking compartments & wheel locks
Solar System	
No. of Solar Panel	3 x 380W
Panel Wattage/Output	1140W
Panel Material	Polycrystalline
Controller	Maximum Power Point Tracking (MPPT)
Battery	
No. of Battery	6 x 150Ah
Capacity	900Ah
Voltage	DC 12V
Material	SLA Gel
Supplied Voltage	24V
PTZ Cameras (2)	
Effective Pixels	1920 x1080 (HDTV 1080)
Zoom ratio	30x Optical zoom
Compression	M-JPEG, H.264
Minimum Illumination	Color: 0.05 Lux@F1.6 0 Lux at 150m with IR ON
Edge Storage	Micro SD, Max 2TB
Network Video Recorder (NVR)	
Local Storage	Network Video Recorder with Video Management Software and 2TB video storage
Wireless Connectivity	4G LTE cellular w/WiFi, 2.4GHz or 5GHz radio
Wired Connectivity	1000Base-T (RJ-45)

MADE IN THE USA

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MEMORANDUM

Engineering Department

DATE: May 14, 2024

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: Division 4 Stormwater Runoff and Division 5 Separate Storm Sewer System Ordinance Amendment

---

INTRODUCTION:
City Code, Chapter 114, Utilities, Article IIII, Sewer Service, Division 4. Stormwater Runoff and Division 5. Separate Storm Sewer System provide requirements for stormwater management and flow for properties. The Engineering Department is recommending amendments to these Divisions.

BACKGROUND:
At the October 24, 2022 meeting, the City Commission adopted a resolution to amend Division 5. Separate Storm Sewer System to adopt Oakland County Water Resource Commission (OCWRC) stormwater design standards for properties in the separate storm system areas of the City that are 1 acre in size or larger. Since then, the Engineering Department, Planning Department, Building Department, and the City Manager's office have been reviewing the City's current ordinances for stormwater runoff for the entire City. The Engineering Department presented information about this at the January 20, 2024, long range planning meeting.

Division 4 Stormwater Runoff has not been modified since 1963. Division 4 currently requires obtaining a stormwater runoff permit from the City Engineer for non-single family dwellings where the affected area is greater than 3,500 square feet, or alterations to the facade or exterior of a building, landscaping, and other surface improvements affect the rate of stormwater runoff. The Engineering Department reviewed the current standards of OCWRC and also nearby communities and the following amendments are recommended:

- Adding a category for parcels less than 0.50 acres under Sec. 114-274, Maximum Permitted Runoff Rate. For parcels less than 0.50 acres, the proposed stormwater runoff rate would be reduced to 0.20 cubic feet per second (cfs) per acre. This modification will slow down the rate of stormwater discharge to the City's system and thus require a larger storage volume on a property.

- Adding a category for parcels 0.50 acres or greater under Sec. 114-274. Maximum Permitted Runoff Rate. The amendment would require these parcels to meet OCWRC stormwater design standards. Currently, OCWRC standards are for 1 acre or greater but the Engineering Department recommends modifying this to be for 0.5 acres or greater since the City has limited one acre or greater parcels. Without this, parcels between 0.5 acres and 1.0 acres would be required to provide stormwater management for a 10 year storm event versus a 100 year storm event.

Division 5 Separated Storm Sewer System is proposed to be amended to 0.50 acres or greater, instead of the current 1.0 acres.

Adopting OCWRC stormwater standards includes the following:
- Incorporating design standards that control the both the quantity and quality of stormwater runoff.
- Use of Best Management Practices (BMPs) during temporary and permanent stormwater management. Some examples of BMPs are buffer strips, water reuse, rain gardens, bioswales, infiltration trenches, and pervious pavement.
- Natural swales and channels should be preserved and information must be provided on channel modification if required.
- The City and the property owner enter into a maintenance agreement of planned stormwater management features.
- Uses the most currently published and relevant rainfall statistics for calculations.

LEGAL REVIEW:
The City Attorney has assisted in preparing the amendments and has no objection as to form or content and supports the suggested action.

FISCAL IMPACT:
If the proposed ordinance amendments are adopted, City staff time will increase to educate applicants on the requirements and to obtain a maintenance agreement between the City and the property owner.

SUSTAINABILITY:
The proposed amendments will include the use of best management practices, increase the on-site volume storage for stormwater runoff, and reduce the allowed rate of stormwater discharge to the City's system and reduce flooding impacts.

PUBLIC COMMUNICATIONS:
If adopted, information will be posted to the Engineering Department webpage and on the application for a Site Evaluation Permit.

SUMMARY:
The Engineering Department requests that the City Commission consider ordinance amendments to Part III of the City Code, Chapter 114, Utilities, Article III. Sewer Service, Division 4. Stormwater Runoff and Division 5. Separate Storm Sewer System as presented.

ATTACHMENTS:
- Proposed redline ordinance amendment
- Proposed ordinance language

- Location map of parcels 0.50 and greater in the City.
- OCWRC Stormwater Standards

SUGGESTED COMMISSION ACTION:
Make a motion adopting an ordinance to amend Part II of the City Code, Chapter 114, Utilities, Article III. Sewer Service, Division 4. Stormwater Runoff to reduce allowable discharge rates and to add a section requiring parcels 0.50 acres or greater to adopt Oakland County Water Resource Commission stormwater design standards, and to amend Division 5 Separate Storm Sewer System to add a section with standards for parcels 0.50 acres or greater.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES, ARTICLE III. – SEWER SERVICE, DIVISION 4. –STORMWATER RUNOFF, SEC. 114-274. - MAXIMUM PERMITTED RUNOFF RATE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 114 – Utilities, Article III. – Sewer Service, Division 4. – Stormwater Runoff, Sec. 114-274 – Maximum permitted runoff rate shall read as follows:

DIVISION 4. STORMWATER RUNOFF

Sec. 114-274. Maximum permitted runoff rate.

For parcels 0.50 acres or less:

(a) Construction shall not be permitted in an affected area where the stormwater runoff rate resulting from a ten-year storm will exceed:

(1) 0.20 cubic feet per second (cfs) ~~One cubic foot per second (cfs)~~ per acre~~, or~~

~~(2) 0.20 cubic feet per second (cfs), whichever is greater.~~

(b) Any affected area where the estimated stormwater runoff will exceed the foregoing maximum permitted amounts must provide stormwater control and retention facilities on or within the affected area. Such facilities shall be so designed, constructed and maintained so that the stormwater runoff originating from the affected area which results from a ten-year storm does not exceed the maximum permitted runoff rate. Such stormwater control facilities shall be constructed in accordance with and in compliance with such standards and regulations as may be established by the city engineer, and approved by the city commission.

For parcels greater than 0.50 acres:

(a) The City accepts and will institute the following Oakland County Standards for Post-Construction Storm Water Runoff for parcels greater than 0.50 acres:

(1) The Oakland County "Post-Construction Storm Water Runoff Program" as amended from time to time, is hereby adopted by the City of Birmingham in this article for the control and treatment of stormwater runoff.

(2) All permanent and temporary stormwater management Best Management Practices (BMPs), constructed as part of the requirements of this section, are subject to this article.

(3) Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet the existing channel in length, cross-section, slope,

sinuosity, and carrying capacity. Streams and channels will be expected to withstand all events up to the two-year storm without increased erosion.

(4) The City site plan review process includes the review of all site development projects by the City Engineer for stormwater runoff impacts. Refer to Chapter 126, Article 7 Processes, Permits and Fees, 7.25 Site Plan Review: Review for the site plan review process and requirements.

(5) The City recognizes that, due to the specific requirements of any given development, inflexible application of the design standards may result in development with excessive paving, stormwater runoff, and a waste of space which could be left as an open space. The City Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards. The waiver shall be appropriate under the following criteria: (1) Because of unusual topographical or field conditions, there are undue burdens in the way of carrying out the strict letter of this article. (2) The proposed variance will not adversely affect the purpose or objectives of this article or otherwise impair the public health, safety, comfort, and welfare. (3) Reasonable and appropriate conditions may be attached to a grant of a waiver to ensure that the stormwater system improvements will continue to meet the criteria in the future. To receive a waiver, the owner of the property must provide a written request, engineering drawings and/or plans, stated reason for the waiver, and any other information requested by the City to help determine whether a waiver is appropriate.

(b) A maintenance agreement shall be required between the City and the Owner for all vegetative, structural, and stormwater best management practices (BMPs) to be constructed on site. For projects in which the Oakland County Standards for Post-Construction Storm Water Runoff apply, stormwater facilities shall be maintained by the Owner and shall be repaired and/or replaced by such person when such facilities are no longer functioning as designed. Records of installation and maintenance and repair shall be retained by the Owner and shall be made available to the City upon request. The maintenance agreement shall be binding on all subsequent owners of land served by the stormwater management and facilities and shall be recorded in the office of the Oakland County register of deeds prior to the effectiveness of the approval of the Birmingham City Commission. If the stormwater management BMPs have not been adequately maintained, the City may notify the Owner(s) in writing and require the necessary maintenance or repairs within 90 days of the written notice. Should the Owner fail to comply with the provisions of this Article, the City may, after giving reasonable notice and opportunity for compliance, have the necessary work completed and the Owner shall be obligated to promptly reimburse the City for all costs incurred.

All other Sections of Chapter 114. – Utilities, shall remain unaffected.

Ordained this _____ day of _____, 2024. Effective upon publication.

_____
Elaine McLain, Mayor

_____
Alexandria D. Bingham, City Clerk

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

_____
Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES, ARTICLE III. – SEWER SERVICE, DIVISION 4. –STORMWATER RUNOFF, SEC. 114-274. - MAXIMUM PERMITTED RUNOFF RATE.

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 114 – Utilities, Article III. – Sewer Service, Division 4. – Stormwater Runoff, Sec. 114-274 – Maximum permitted runoff rate shall read as follows:

DIVISION 4. STORMWATER RUNOFF

Sec. 114-274. Maximum permitted runoff rate.

For parcels 0.50 acres or less:

(a) Construction shall not be permitted in an affected area where the stormwater runoff rate resulting from a ten-year storm will exceed:

(1) 0.20 cubic feet per second (cfs) per acre.

(b) Any affected area where the estimated stormwater runoff will exceed the foregoing maximum permitted amounts must provide stormwater control and retention facilities on or within the affected area. Such facilities shall be so designed, constructed and maintained so that the stormwater runoff originating from the affected area which results from a ten-year storm does not exceed the maximum permitted runoff rate. Such stormwater control facilities shall be constructed in accordance with and in compliance with such standards and regulations as may be established by the city engineer, and approved by the city commission.

For parcels greater than 0.50 acres:

(a) The City accepts and will institute the following Oakland County Standards for Post-Construction Storm Water Runoff for parcels greater than 0.50 acres:

(1) The Oakland County "Post-Construction Storm Water Runoff Program" as amended from time to time, is hereby adopted by the City of Birmingham in this article for the control and treatment of stormwater runoff.

(2) All permanent and temporary stormwater management Best Management Practices (BMPs), constructed as part of the requirements of this section, are subject to this article.

(3) Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet the existing channel in length, cross-section, slope, sinuosity, and carrying capacity.

Streams and channels will be expected to withstand all events up to the two-year storm without increased erosion.

(4) The City site plan review process includes the review of all site development projects by the City Engineer for stormwater runoff impacts. Refer to Chapter 126, Article 7 Processes, Permits and Fees, 7.25 Site Plan Review: Review for the site plan review process and requirements.

(5) The City recognizes that, due to the specific requirements of any given development, inflexible application of the design standards may result in development with excessive paving, stormwater runoff, and a waste of space which could be left as an open space. The City Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards. The waiver shall be appropriate under the following criteria: (1) Because of unusual topographical or field conditions, there are undue burdens in the way of carrying out the strict letter of this article. (2) The proposed variance will not adversely affect the purpose or objectives of this article or otherwise impair the public health, safety, comfort, and welfare. (3) Reasonable and appropriate conditions may be attached to a grant of a waiver to ensure that the stormwater system improvements will continue to meet the criteria in the future. To receive a waiver, the owner of the property must provide a written request, engineering drawings and/or plans, stated reason for the waiver, and any other information requested by the City to help determine whether a waiver is appropriate.

(b) A maintenance agreement shall be required between the City and the Owner for all vegetative, structural, and stormwater best management practices (BMPs) to be constructed on site. For projects in which the Oakland County Standards for Post-Construction Storm Water Runoff apply, stormwater facilities shall be maintained by the Owner and shall be repaired and/or replaced by such person when such facilities are no longer functioning as designed. Records of installation and maintenance and repair shall be retained by the Owner and shall be made available to the City upon request. The maintenance agreement shall be binding on all subsequent owners of land served by the stormwater management and facilities and shall be recorded in the office of the Oakland County register of deeds prior to the effectiveness of the approval of the City of Birmingham City Commission. If the stormwater management BMPs have not been adequately maintained, the City may notify the Owner(s) in writing and require the necessary maintenance or repairs within 90 days of the written notice. Should the Owner fail to comply with the provisions of this Article, the City may, after giving reasonable notice and opportunity for compliance, have the necessary work completed and the Owner shall be obligated to promptly reimburse the City for all costs incurred.

All other Sections of Chapter 114. – Utilities, shall remain unaffected.

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Elaine McLain, Mayor

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Alexandria D. Bingham, City Clerk

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Alexandria D. Bingham, City Clerk

AN ORDINANCE TO AMEND PART II OF THE CITY CODE, CHAPTER 114 – UTILITIES, ARTICLE III. – SEWER SERVICE, DIVISION 5. – SEPARATE STORM SEWER SYSTEM, SEC. 114-277. PURPOSES

THE CITY OF BIRMINGHAM ORDAINS:

The City Code, Part II, Chapter 114 – Utilities, Article III. – Sewer Service, Division 5. – Separate Storm Sewer System, Sec. 114-277 Purposes, shall read as follows:

DIVISION 5. SEPARATE STORM SEWER SYSTEM

Sec. 114-277. Purposes.

The purpose of this division is to provide for the health, safety, and general welfare of the citizens of the city through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this division are:

(1) To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user.

(2) To prohibit illicit connections and discharges to the municipal separate storm sewer system.

(3) To establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this division.

(4) As a requirement of the NPDES Stormwater Discharge Permit and the City's Municipal Separate Storm Sewer System Permit, the City accepts and will institute the following Oakland County Standards for Post-Construction Storm Water Runoff **for parcels greater than 0.50 acres:**

a. The Oakland County "Post-Construction Storm Water Runoff Program" as amended from time to time, is hereby adopted by the City of Birmingham in this article for the control and treatment of stormwater runoff.

b. All permanent and temporary stormwater management Best Management Practices (BMPs), constructed as part of the requirements of this section, are subject to this article.

c. This article also applies to any activities which may affect the quantity or quality of a private or stormwater conveyance system or any waterway within the City. Any person(s) engaged in activities that may result in excessive quantities or pollutants entering any stormwater conveyance systems or waterways may be subject to the remedies for violation of this section. Examples of such pollutants may include, but is not limited to, debris, concrete washings, de-icing materials, fertilizers, heavy metals, automobile fluids, topsoil, yard wastes, and commercial or light industrial wastes.

d. Natural swales and channels should be preserved, whenever possible. If channel modification must occur, the physical characteristics of the modified channel will meet

the existing channel in length, cross-section, slope, sinuosity, and carrying capacity. Streams and channels will be expected to withstand all events up to the two-year storm without increased erosion.

e. The City site plan review process includes the review of all site development projects by the City Engineer for stormwater runoff impacts. Refer to Chapter 126, Article 7 Processes, Permits and Fees, 7.25 Site Plan Review: Review for the site plan review process and requirements.

f. The City recognizes that, due to the specific requirements of any given development, inflexible application of the design standards may result in development with excessive paving, stormwater runoff, and a waste of space which could be left as an open space. The City Engineer shall have the authority to grant waivers from specific control provisions of the stormwater management standards due to site-specific conditions, but only if the waiver(s) are as restrictive as the Oakland County Standards. The waiver shall be appropriate under the following criteria: (1) Because of unusual topographical or field conditions, there are undue burdens in the way of carrying out the strict letter of this article. (2) The proposed variance will not adversely affect the purpose or objectives of this article or otherwise impair the public health, safety, comfort, and welfare. (3) Reasonable and appropriate conditions may be attached to a grant of a waiver to ensure that the stormwater system improvements will continue to meet the criteria in the future. To receive a waiver, the owner of the property must provide a written request, engineering drawings and/or plans, stated reason for the waiver, and any other information requested by the City to help determine whether a waiver is appropriate.

All other Sections of Chapter 114. – Utilities, shall remain unaffected.

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All other Sections of Chapter 114. – Utilities, shall remain unaffected.

Ordained this _____ day of _____, 2024. Effective upon publication.

_____
Elaine McLain, Mayor

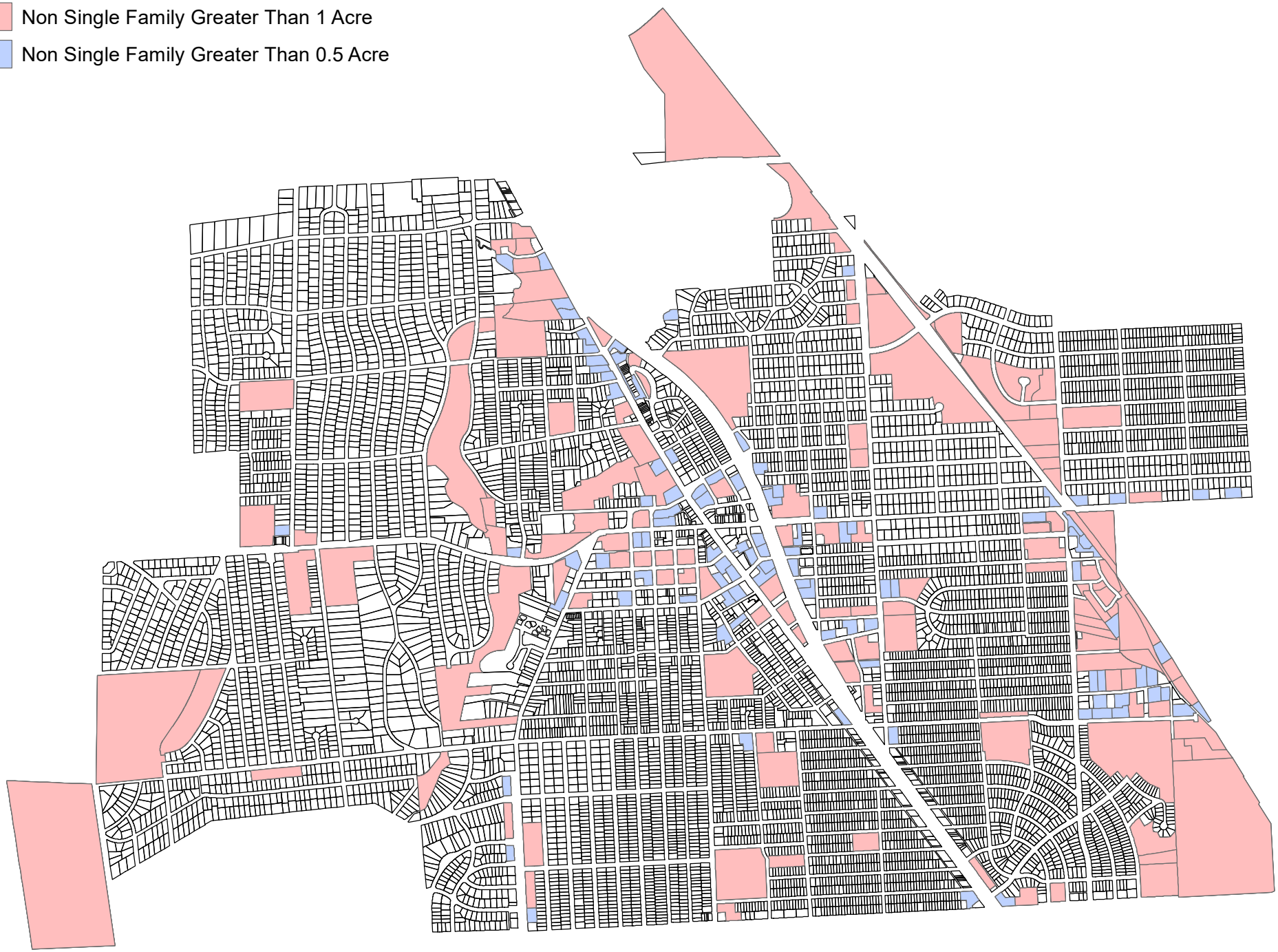
_____
Alexandria D. Bingham, City Clerk

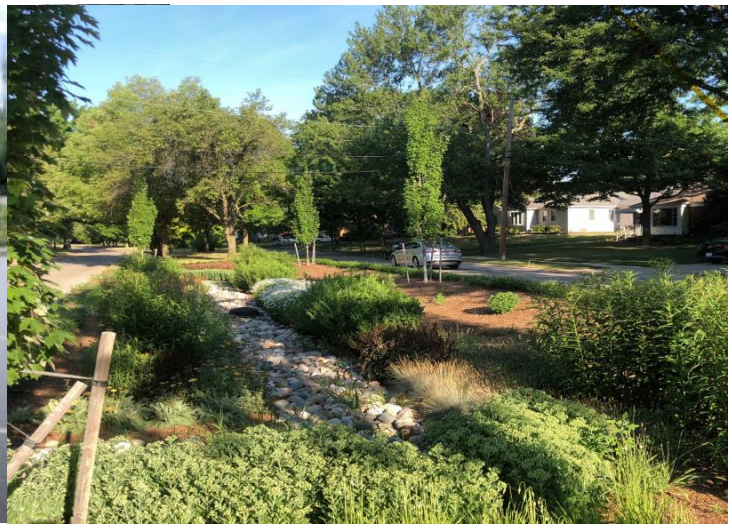
I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2024 and that a summary was published _____, 2024.

_____
Alexandria D. Bingham, City Clerk

Legend

- Non Single Family Greater Than 1 Acre
- Non Single Family Greater Than 0.5 Acre





WRC
WATER RESOURCES COMMISSIONER
Jim Nash

OAKLAND COUNTY
WATER RESOURCES COMMISSIONER

Stormwater Engineering Design Standards

Requirements, Rules, and Design Criteria for Stormwater Management

11/22/2021

SEE

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Section I - Oakland County Stormwater Standards

Part A: Standards

The Environmental Protection Agency (EPA) through the Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires the County of Oakland and other regulated entities to comply with the National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) permit requirements. The purpose of these standards is to address Post-Construction Stormwater Runoff Controls required under this permit.

These standards are a result of ongoing regional collaboration between Oakland, Wayne, Macomb and Livingston Counties with the following overall objectives:

1. Provide a comprehensive framework for managing stormwater that addresses surface water quality, channel and infrastructure protection, localized flood control and long-term operations and maintenance.
2. Incorporate design standards that control both the quantity and quality of stormwater runoff.
3. Require volume reducing Low Impact Development (LID) design measures, or Best Management Practices (BMPs), such as infiltration, preservation of natural areas, enhanced vegetation and reduced imperviousness to control runoff volume to the Maximum Extent Practicable (MEP).
4. Strengthen the protection of natural features.
5. Protect public health, safety and welfare.
6. Promote economic development using straightforward and uniform drainage standards for site development throughout Oakland County, as well as across Southeast Michigan.
7. Provide guidelines and additional resources for the selection of effective structural and vegetative stormwater BMPs for development sites.
8. Enhance the sustainability of stormwater management practices in Oakland County including performance, longevity, safety, maintenance, community acceptance, and environmental benefits.
9. Establish a framework to increase the likelihood of long-term operation and maintenance of the stormwater management practices.
10. Use the most currently published, relevant rainfall statistics.
11. Promote a consistent design process by using a set of simple equations to determine runoff rates, detention volumes, water quality treatment and infiltration requirements.

WRC's Stormwater Rules address water quality, volume, and flood control. Section I includes an overview of the rules, including key equations used to demonstrate compliance with the standards.

Part B: Authority

The Oakland County Water Resources Commissioner's (WRC) office will apply these standards within its legal authority and jurisdiction as outlined in the following regulations:

1. The Subdivision Control Act, Act 288 of the Public Acts of Michigan of 1967, as amended.
2. The Michigan Drain Code, Public Act 40 of 1956, as amended.
3. The Mobile Home Commission Act, Act 96 of the Public Acts of Michigan of 1987, as amended.
4. Part 31, MS4 General Permit, Water Resources Protection, Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Oakland County's MS4 permit covers regulated county stormwater systems under the jurisdiction of the OCWRC office (direct discharges to County Drains), the Oakland County Parks and Recreation Commission and the County of Oakland. The Road Commission for Oakland County should be contacted for applicable standards within their stormwater jurisdiction.
5. EGLE Wastewater Discharge Permit, Rule 323.2161a, Post-Construction Requirements.

To promote consistent regional site development stormwater practices, communities and other entities responsible for the management of stormwater systems and MS4 permit compliance are encouraged to adopt these standards. Additionally, communities that operate combined sewer systems and are party to CSO permit compliance are also encouraged to adopt these standards. Local municipalities may elect more restrictive standards and when conflicting standards arise, the more stringent requirements shall govern. These standards establish minimum requirements for the design, construction and maintenance of stormwater systems for subdivisions, site condominiums, commercial, industrial and other development and redevelopment projects.

All construction activity within the WRC's stormwater permitting authority will be reviewed by the WRC's Permitting Department to determine if the activity is regulated. The WRC's office will use the following applicability criteria to assist in making this determination and to clarify which stormwater standards apply to the proposed construction activity.

These rules were developed in close coordination with Wayne, Macomb, and Livingston Counties, as well as the City of Detroit. This provides a generally consistent set of standards across Metro Detroit.

Part C: Applicability

These standards shall apply to development and redevelopment projects with construction activity greater than or equal to 1 acre, or part of a common plan of development resulting in a development or redevelopment activity greater than or equal to 1 acre in size, including without limitation, clearing, grading, excavating, construction and paving, that results in an earth change or disturbance in the existing cover or topography of land, including any external demolition, modification, or alteration of a site or the footprint of a building.

Common exemptions to these stormwater standards include the following:

1. Resurfacing of an asphalt, concrete, or similar surface (i.e., 'mill and fill') that does not expose the aggregate or subgrade or result in replacement of the onsite drainage system.
2. The practices of clearing, plowing, and tilling soil and harvesting for the purpose of crop production.
3. The project does not meet the development or redevelopment criteria in this standard.
4. The development or redevelopment project construction activity is less than 1.0 acre.
5. The development or redevelopment project is for one single family detached dwelling that is not part of a common plan of development.
6. The development or redevelopment project is for emergency maintenance and work performed to protect public health and safety.
7. The development or redevelopment project discharges solely to a RCOC stormwater system or right-of-way. Contact the RCOC permit staff at the Road Commission for Oakland County Official Website (rcocweb.org) for RCOC-specific stormwater requirements.
8. Other exemptions listed herein or approved by the OCWRC office.

These rules apply to development within WRC's stormwater jurisdiction & MS4 permit jurisdiction.

At the community's discretion, they can also adopt these rules to meet their stormwater & MS4 permit needs.

To protect all water resources under WRC stormwater jurisdiction, WRC requires applicable standards to be implemented for development and redevelopment projects located both inside and outside the Regulated MS4 Area. Similarly, to protect all water resources under WRC stormwater jurisdiction, WRC requires applicable standards to be implemented for development and redevelopment projects regardless of whether they discharge stormwater to a MS4 or not.

The WRC office continues to collaborate with the George W. Kuhn Combined Sewer District communities in adopting Post-Construction stormwater standards to meet its Combined Sewer System NPDES permit requirements. Many of these communities have both separate and combined systems and the goal is to adopt similar Post-Construction standards that meet local and regional needs for both types of systems. Currently, the standards outlined herein are encouraged to be used in the GWK combined district; collaboration continues with a goal of adoption of these standards in both MS4 and combined sewer communities.

These standards supersede all previous versions and revisions, and updates will be available on the WRC's website (www.oakgov.com/water) including registration information to receive revisions and updates to these standards as they become available. These standards are intended to be a living document and updated as necessary to reflect ongoing changes in climate and regulatory conditions. Before submitting a site plan for stormwater permitting, please refer to the WRC website above for the most recent version of the standards.

Part D: Channel Protection Volume Control

Channel Protection Volume Control (CPVC) is necessary to protect natural watercourses from increased erosion and sedimentation as a result of increased imperviousness and runoff volume as development occurs. CPVC also promotes groundwater recharge, stabilizes flow rates and baseflow in our natural watercourses, and addresses water quality control criteria (Total Suspended Solids).

CPVC shall be implemented to the Maximum Extent Practicable (MEP). The required Channel Protection Volume (V_{CP-R}) is the post-development site runoff volume from a 1.3-inch rainfall event.

The following CPVC implementation process is summarized in Appendix A (Channel Protection Flowchart).

The Channel Protection Volume Control (CPVC) volume is intended to control runoff volume under post-development conditions for a 1.3-inch rainfall event

1. Implement land use practices that limit the increase in runoff volume, such as LID practices including (but not limited to) a design emphasis on naturalized areas (i.e., meadow or wooded areas vs. turf grass), reduced impervious coverage, etc.

2. Calculate the required Channel Protection Volume using the following equation:

Eq. I-1	$V_{CP-R} = 4{,}719\ x\ C\ x\ A$
C =	Post-development runoff coefficient
A =	Contributing area in acres
V_{CP-R} =	Required CPVC volume in cubic feet

3. Provide adequate infiltration and/or storage/reuse BMPs, to the MEP, to provide the calculated CPVC volume. This may include (but is not limited to) bioretention, rain gardens, bio-swales, pervious pavement, cisterns, green roofs, and infiltration trenches. For water reuse BMPs (i.e., cisterns), water demand (such as gray water or irrigation water) must be established and documented to show adequate drawdown times.

   a. When the measured in-situ infiltration rate is <u>above 0.5 in/hr.</u>, supplemental measures, such as subsoil amendments and/or a perforated underdrain system, are not required.

   b. When the measured in-situ infiltration rate is <u>between 0.24 in/hr. and 0.5 in/hr.</u>, soils are marginally suitable for infiltration BMPs, and supplemental measures are required. Supplemental measures may include subsoil amendment, or an underdrain located at the top of the storage bed layer to maximize infiltration.

c. When the measured in-situ infiltration rate is less than 0.24 in/hr., infiltration is deemed impractical, and the use of this BMP is therefore waived. When infiltration is waived, other volume-reducing LID practices must be implemented to the MEP.

d. Infiltration BMPs shall completely dewater in less than 72 hours, consisting of 24-hour dewatering for the surface volume, and 48-hour dewatering of the void space (soil storage) volume. Water storage/reuse BMPs shall also be designed to fully dewater within 72 hours.

4. Pretreatment is required for all BMPs to remove fine sediment, trash, and debris to preserve the longevity and function of the BMPs.

a. Common methods of BMP pretreatment include mechanical separators, sediment forebays, vegetated filter strips, vegetated swales, constructed filters, and curb cuts with sediment traps.

5. To incentivize and encourage stormwater infiltration on all sites, the *provided* Channel Protection Volume, (V_{CP-P}) can be subtracted from the required 100-year detention volume, V_{100D} (see equations in Part G below). Upon subtracting the provided Channel Protection Volume from the required 100-year detention volume, the resulting volume cannot be less than the Extended Detention Volume (V_{ED}, see Part E below).

Channel Protection Volume Control (infiltration) is required when the measured in-situ infiltration rate is ≥ 0.24 inches/hour and groundwater is at least 2 feet below the bottom layer of the proposed BMP

For underground infiltration BMPs that are not easily accessible for inspection and maintenance, such as underground detention system infiltration, this Channel Protection Volume is generally not credited and will be evaluated on a case-by-case basis by the OCWRC's office.

Infiltration BMPs are prohibited in areas containing contaminated soils/groundwater, wellhead protection areas, high seasonal groundwater (less than 2 feet from the bottom of the stone storage layer of the infiltration BMP to the seasonally high groundwater table) and in areas with hotspot activities and setback restrictions (foundations, property lines, drinking wells, septic fields, pavement, etc.) as defined in the standards. When any of the above adverse conditions are demonstrated, other volume-reducing LID practices must be implemented to the MEP.

Part E: Channel Protection Rate Control: Extended Detention

Channel Protection Rate Control (CPRC) is necessary to protect natural watercourses from increased erosion and sedimentation as a result of increased imperviousness and runoff rates as development occurs. Channel protection rate control is based on a 2-year / 24-hour storm event. The CPRC shall be implemented to the MEP as outlined below.

1. Extended Detention is required for the site's post-development runoff volume from a 1.9-inch rainfall event. This Extended Detention Volume (V_{ED}) shall be dewatered in not less than 48 hours.
2. Calculate the required Extended Detention Volume using the following equation:

Eq. I-2	$V_{ED} = 6{,}897\ x\ C\ x\ A$
C =	Post-development runoff coefficient
A =	Contributing area in acres
V_{ED} =	Required Extended Detention Volume in cubic feet

3. The Extended Detention requirement effectively maintains the 2-year pre-settlement peak flow rates, to the MEP, for new developments and reduces the existing 2-year peak flow rates for redevelopments.

Part F: Water Quality Control

Water Quality Control (WQC) focuses on limiting the concentration of Total Suspended Solids (TSS) in post-development runoff to either of the following water quality standards: 80 mg/L, or 80% TSS reduction. WQC shall be implemented to the MEP as outlined below.

WQC can be achieved one of several ways:

1. Infiltration (i.e., runoff volume-reducing) or water reuse BMPs that achieve the required Channel Protection Volume (V_{CP-R}, see Part D) meet the TSS requirements for only areas tributary to an infiltration BMP. If any areas on a site plan bypass infiltration BMPs, those areas must receive alternative TSS treatment (see below for other options).

2. Mechanical separators designed for the required TSS removal at a peak flow rate (Q_{WQ}) generated by a 1-year peak flow as calculated below:

Eq. I-3	$Q_{WQ} = C\ x\ I_1 x\ A$
Q_{WQ} =	Peak flow rate for mechanical separator design in cfs
C =	Post-development runoff coefficient
I_1 =	Rainfall intensity in inches/hour
A =	Contributing area in acres

Eq. I-4	$I_1 = \frac{30.20}{(T_C\ +\ 9.17)^{0.81}}$
I_1 =	Rainfall intensity in in/hr
T_C =	Time of Concentration (minutes)

3. Sediment forebay(s), when combined with downstream Extended Detention. Forebays shall be designed with a volume equal to 15% of the Water Quality Volume (0.15 x V_{WQ}) and capture heavy sediment at inlet pipe locations. Access shall be provided to accommodate sediment removal equipment. The required sediment forebay volume, V_F, is calculated below:

Eq. I-5	$V_F = 0.15V_{WQ} =\ 545\ x\ C\ x\ A$
C =	Post-development runoff coefficient
A =	Contributing area in acres
V_{WQ} =	Required Water Quality Volume in cubic feet

4. The following treatment methods are effective at meeting the OCWRC water quality requirements:
   a. Bioretention BMPs (infiltration), discharging to a conventional detention basin* (wet or dry)
   b. Mechanical separator(s), discharging to a conventional detention basin* (wet or dry)
   c. Sediment forebay(s), discharging to a conventional detention basin* (wet or dry)

   * *Conventional detention basins include hydraulic controls for both V_{ED} and V_{100D}*

Part G: Detention & Flood Control

Detention and flood control is a critical component in stormwater design as it helps to prevent excess peak flows and reduces the likelihood of flooding downstream of a development site. The regional collaboration has resulted in the following Detention and Flood Control standards.

Detention and Flood Control shall be implemented to manage the ***100-year peak runoff rate*** for developed sites as outlined below. The allowable 100-year post-development peak flow rate (Q_{100P}) shall be approved by the WRC office on a case-by-case basis and will be calculated one of two ways:

1. Using the Variable Release Rate (see equations below)
2. County-determined peak flow rate based on a documented County Drain flow capacity or other known downstream capacity limitations (flow rate provided in cfs/acre)

WRC (or any local review authority) reserves the right to set a specific discharge rate that is below the Variable Release Rate where outlet capacity is restricted

Prior to commencing with site plan design, please contact the WRC Permitting Department to confirm which of the above methods are more restrictive and will apply to your site. The chosen method to determine the 100-year post-development peak flow rate can have a significant impact on required detention pond volume.

The Variable Release Rate and corresponding post-development peak flow rate are calculated as follows:

Eq. I-6	$Q_{VRR} = 1.1055 - 0.206\ln(A)$
Q_{VRR} =	Allowable release rate in cfs/acre
A =	Contributing area in acres
	The variable release rate (cfs/acre) is capped at 1.0 cfs/acre for developments 2 acres or less. For all developments equal to or greater than 100 acres, the variable release rate is 0.15 cfs/acre.

Eq. I-7	$Q_{100P} = Q_{VRR}\ x\ A$
Q_{100P} =	Allowable 100-year post-development peak flow rate in cfs
A =	Contributing area in acres

If downstream capacity is insufficient for the proposed development, the developer can make improvements that may include construction of additional off-site conveyance capacity, improvements to the existing drain, acquisition of easements from downstream property owners, etc. The developer is responsible for securing all necessary easement(s) from downstream property owners and is responsible for all improvement costs.

All stormwater discharges from the proposed development site shall outlet within the watershed where the flows originated, unless approval is obtained from the WRC's office. Offsite runoff shall bypass the proposed site's stormwater system. If this cannot be achieved, detailed hydrologic and hydraulic calculations shall be provided to the WRC office to demonstrate that no adverse impacts will occur downstream from the 10-year and 100-year storm events.

When calculating the required detention volume, all on-site contributing drainage areas shall be used in the calculation. Volume stored within the forebay and extended detention area may be applied towards the required detention volume. Please refer to Appendix C for typical detention basin profiles and stormwater design calculations.

The required 100-year detention volume (V_{100D}) is calculated as follows:

1. Calculate the total 100-year runoff volume (V_{100R}) under post-development conditions:

Eq. I-8	$V_{100R} = 18{,}985\ x\ C\ x\ A$
C =	Post-development runoff coefficient
A =	Contributing area in acres
V_{100R} =	Post-development 100-year runoff volume in cubic feet

2. Calculate the 100-year peak inflow rate, Q_{100IN}, into the detention basin; this is the post-development peak instantaneous flow prior to (upstream of) the detention basin:

Eq. I-9	$Q_{100IN} = C\ x\ I_{100}\ x\ A$
Q_{100IN} =	100-year post-development peak inflow rate in cfs
C =	Post-development runoff coefficient
I_{100} =	100-year peak rainfall intensity in inches/hour
A =	Contributing area in acres

3. Calculate the Storage Curve Factor for the 100-year detention volume (R):

Eq. I-10	$R = \left[0.206 - 0.15 \ln\left(\frac{Q_{100P}}{Q_{100IN}}\right)\right]$
R =	Storage Curve Factor (dimensionless)
Q_{100P} =	100-year post-development peak flow rate in cfs
Q_{100IN} =	100-year post-development peak inflow rate in cfs

4. Finally, calculate the 100-year detention basin size, identifying any credits to the detention basin volume to reflect the provided Channel Protection Volume (V_{CP-P}))

Eq. I-11	$V_{100D} = (V_{100R}\ x\ R) - V_{CP-P}$
V_{100D} =	Required 100-yr detention volume in cubic feet
V_{100R} =	100-year runoff volume in cubic feet
R =	Storage Curve Factor (dimensionless)
V_{CP-P} =	**Provided** CVPC volume in cubic feet
	KEY RULE: $V_{100D} \geq V_{ED}$

Check to verify the adjusted 100-year detention basin volume is equal to or greater than the Extended Detention Volume (V_{ED}). Under no circumstances shall the adjusted detention basin volume be less than V_{ED}.

Part H: Operations and Maintenance

Long-term Operations and Maintenance (O&M) Plans are required for County Stormwater Systems and Non-County Stormwater Systems and are summarized below. To facilitate routine inspections, all O&M requirements and documents listed below shall be incorporated into the plan set on dedicated O&M-specific plan sheets. When O&M responsibilities or requirements are modified or updated, the respective O&M Plan sheet(s) shall be updated accordingly.

County Stormwater Systems

The following MS4 Permit O&M requirements apply to all regulated County Stormwater Systems owned, operated and maintained by the WRC's office, the Oakland County Parks and Recreation Commission and the County of Oakland, hereafter referred to as County Departments:

1. Prior to the start of any development or redevelopment activity meeting the criteria defined in Part C: Applicability, the County Department shall obtain a Drain Permit from the WRC's Permitting Department. Coordination with the WRC's Permitting Department is recommended at the conceptual stage of development projects to ensure that permit requirements are clearly identified early in the planning process.

2. To ensure consistent perpetual O&M of the site's stormwater system and to enhance water quality protection, prior to Drain Permit issuance, the WRC's Permitting Department shall review and approve the County Department's site-specific Stormwater Management O&M Plan with the following requirements:

   a. Purpose of the plan.

   b. Drainage area description and details.

   c. Description of the stormwater system and its individual components.

   d. Specific short-term, intermediate and long-term maintenance tasks.

   e. Inspection and maintenance tasks, frequencies and responsibilities.

   f. Employee and contractor training requirements and responsibilities.

   g. Approved construction drawings including stormwater calculations, details, elevations and a location map, etc.

   h. Approved O&M Plan sheet(s) to facilitate routine O&M inspections.

   i. County Departments shall submit an Annual Stormwater System O&M Summary, for their stormwater systems, to the WRC's Environmental Department for County MS4 permit

Maintaining stormwater systems is critical for ensuring they meet ongoing water quality and flood control needs. Individual County Departments are responsible for completing all (perpetual) O&M tasks and for maintaining detailed O&M tracking records for their stormwater systems.

reporting. Individual County Departments are responsible for completing all O&M tasks and for maintaining detailed O&M tracking records for their stormwater systems.

Non-County Stormwater Systems

The following MS4 Permit O&M requirements apply to all regulated Non-County Stormwater Systems owned, operated and maintained by others, which directly connect to a County Stormwater System:

1. Prior to the start of any development activity meeting the site applicability criteria defined in Part C: Applicability, a Drain Permit shall be obtained from the WRC's Permitting Department. Coordination with the WRC's Permitting Department is recommended at the conceptual stage of development projects to ensure that permit requirements are clearly identified early in the planning process.
2. To ensure consistent perpetual O&M of the site's stormwater system and to enhance water quality protection, prior to Drain Permit issuance, the WRC's Permitting Department shall review and approve the site-specific Stormwater Management O&M Agreement between the community and property owner. A fully executed Stormwater Management O&M Agreement is required prior to issuance of the Drain Permit. This agreement shall consist of the following requirements which will be incorporated into the O&M Plan sheet(s):
    a. Legal Description: A legal description and reduced copy map to identify the land parcel(s) affected by this Agreement. This map shall be prepared for each site and must include a reference to a Subdivision Plat, parcel survey, or Condominium Master Deed, and a map to illustrate the affected parcel(s).

The community is responsible for enforcement of the O&M requirements as outlined in the Stormwater Management O&M Agreement and their MS4 permit.

    b. Stormwater System Description and Map: A location map of the entire stormwater system. This map must be prepared for each site and the scale of the map shall show necessary detail.
    c. Stormwater O&M Plan Sheet(s): The site-specific Stormwater O&M Plan shall include the following requirements:
        - Description of the stormwater system, drainage area, and its individual components.
        - Specific short-term, intermediate and long-term maintenance tasks.
        - Inspection and maintenance tasks, frequencies and responsibilities (matrix/table).
        - Employee and contractor O&M training requirements, certifications, and responsibilities.
        - BMP Details
        - Property owners are responsible for completing all O&M tasks and maintaining O&M records for their stormwater systems. Upon request, property owners shall submit an Annual Stormwater System O&M Summary to OCWRC's Permitting Department for

tracking only. The community is responsible for enforcement of the O&M requirements as outlined in the Stormwater Management O&M Agreement and their MS4 permit.

d. Memorandum of Stormwater Management Operations and Maintenance Agreement: This O&M Memorandum acknowledges a perpetual requirement of stormwater system operations and maintenance, which is recorded with the Register of Deeds to put any future property owners, or interest holders, on notice of the Stormwater System and the Stormwater O&M Plan. This O&M Memorandum references the required Stormwater Management O&M Agreement, which resides with the local community to ensure consistency and periodic updates as necessary. A copy of the recorded document shall be submitted to OCWRC prior to closure of the Drain Permit.

Appendix G-Stormwater Management O & M Agreement is an approved "example" agreement. However, the WRC office recognizes that community-specific O & M agreements, ordinances and programs may also be proposed and submitted to the WRC for approval. When developing alternative O & M programs for consideration, the community should reference EGLE'S Post-Construction Stormwater Runoff Controls Program Compliance Assistance Document (available on EGLE's website) and their MS$ permit.

Part I: Stormwater Tracking & Mapping

Collecting data on site runoff characteristics is critical for WRC and the local review jurisdiction (if applicable) to meet ongoing EGLE permit requirements. This will be accomplished with a ***Land Use Summary Table***, which must be included on the O&M Plan Sheet of each submitted site plan (see table below). Additionally, GIS-based site data (in the form of a shapefile) will be required as a condition of site plan approval. GIS data will be limited to key stormwater components that will require future inspection and maintenance.

Land Use Summary

must be included on the O&M Plan Sheet for all site plans

	Characteristic	Existing Conditions	Proposed Conditions
Land Use Data	**Total Development Area (ac)**		
	Impervious Area (ac)		
	Total Pervious Area (ac)		
	Pervious Area Breakdown by Cover Type		
Pervious Area			
	Meadow/fallow/natural areas (non-cultivated)	x.xx acres	x.xx acres
	Predominant NRCS Soil Type (A, B, C, or D)		
	Improved areas (turf grass, landscape, row crops)	x.xx acres	x.xx acres
	Predominant NRCS Soil Type (A, B, C, or D)		
	Wooded Areas	x.xx acres	x.xx acres
	Predominant NRCS Soil Type (A, B, C, or D)		
	CPVC Volume ***Calculated*** (cubic feet)		
	CPVC Volume ***Provided*** (cubic feet)		
	CPRC Volume Provided (cubic feet)		

The Professional Engineer who signs and seals this site plan certifies that the values in this table reflect the WRC stormwater calculations required for this development and that geotechnical investigations were performed that provide conclusive documentation that demonstrates whether infiltration (i.e., CPVC Volume Control) is practicable.

Notes:

- *The Professional Engineer Certification Statement (see above) must be included with the Land Use Summary Table.*
- *Areas to be shown to the nearest 0.01 acre*
- *'Predominant' soil type shall the soil type with the largest percentage coverage over the designated land use (e.g., 70% Soil Type B and 30% Soil Type C shall be listed in the table as "Soil Type B")*
- *USDA soil types cannot be used to determine site suitability for infiltration and meeting the CPVC volume standard; direct infiltration testing will be required to determine site suitability for infiltration*

- *If CPVC requirement is waived, enter ZERO for the 'CPVC Volume Provided'*
- *When more than one soil type exists in one area, assign the predominant soil type for that area*
- *Use NRCS/USDA Online Soil Survey Map to determine soil type (A, B, C, or D):*

  https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

In addition to the Land Use Summary table, the applicant must include the following stormwater system information in the submittal:

1. Project name
2. Project location
3. City / Township / Village name
4. Applicant name and contact information
5. Engineer and owner names, including contact information
6. Description of work and other relevant information
7. ***Stormwater Design Narrative*** (separate document), consisting of the following minimum components:
   a. Summary of the proposed stormwater management system
   b. Geotechnical investigations (e.g., soil borings, infiltration tests, and/or an Environmental Site Assessment)
      i. *NOTE: the stormwater review cannot be approved without the submittal of in-situ soil characteristics and/or evidence of existing soil contamination; this information is necessary to determine whether the Channel Protection Volume Control standard will be required.*
   c. All stormwater calculations, including a list of all assumptions, site characteristics, and other information to support the calculations.
   d. If mechanical separators are to be used, attach the NJDEP certification letter including all NJDEP unit sizing and TSS removal efficiencies.
   e. Figures/schematics of the stormwater management system, including clear references to existing wetlands, floodplains, woodlands or other protected natural features.
   f. Outlet hydraulic calculations, including (if requested by the WRC) calculations and certifications for the hydraulic capacity of the receiving system.
   g. Operations & Maintenance (O&M) Plan for all proposed stormwater components (collection system, water quality treatment, infiltration, extended detention, and flood control) shall be included on the O&M Plan sheet(s).
8. Construction plans developed in accordance with WRC requirements
9. Executed Stormwater Management O&M Agreement
10. Recorded Memorandum of Stormwater Management O&M Agreement

A stormwater report (narrative) is a required component of each site plan submittal; a concise and well-organized report will help to expedite the site plan review process

A final component of the site plan review process is the submittal of a GIS shapefile containing, at a minimum, the layers listed below, which consist of points and polygons that reflect the key components of the stormwater system. This information will be provided only after the technical review is completed. The GIS shapefile must reflect the final approved design and include the following layers (use the layer naming conventions listed below for ease of storing and tracking the GIS data):

1. Development Site – Area (ac), GIS area **polygon** (DSA-1, DSA-X)
    a. This area should reflect the entire area for which the stormwater system is designed
2. Site Discharge Point(s), GIS **points** (D-1, D-2, etc.)
    a. These points should reflect the location of each site discharge point; this is typically the point of connection to a County Drain, city storm sewer, or other drainage feature downstream of the detention basin discharge structure
3. Dry Detention Basins, GIS area (ac) **polygons** (DBASIN-1, etc.)
    a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
4. Wet Detention Basins, GIS area (ac) **polygons** (WBASIN-1, etc.)
    a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
5. Retention Basins (no outlet), GIS area (ac) **polygons** (RBASIN-1, etc.)
    a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
6. Sediment Forebays, GIS area (ac) **polygons** (Forebay-1, etc.)
    a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
7. Mechanical Separators, GIS **points** (MS-1, etc.)
    a. The points can be placed at a maintenance access point for each structure. If multiple mechanical separator units are proposed, create a point for each unit.
8. Bioretention/Bioswales – GIS area (ac), GIS **polygons** (BR-1, etc.)
    a. The polygon should reflect the bioretention/bioswale footprint including any maintenance or safety buffers
9. Porous Pavement – GIS area (ac), GIS **polygons** (PP-1, etc.)
10. Cisterns/Rain Barrels, GIS **points** (RB-1, etc.)

Section II – Submittal and Review Procedures

Part A: General Requirements

Introduction

The general standards set forth are applied by this office for the review of the following:

1. Subdivisions being established under Act 288 of the Public Acts of 1967.
2. Mobile home plans prepared under P.A. 96 of 1987.
3. Applications for permits to discharge to a County Drain under P.A. 40 of 1956, as amended.
4. Review of stormwater system plans in other classes of developments or re-developments, when requested by local governments.
5. Review of developments being established as Chapter 18 County Drains.

Pre-Application Meeting

The pre-application meeting is a recommended step (not required) for the design and construction of a site that is covered under these standards. There are no fees required for the pre-application meeting.

The purpose of the pre-application meeting is to discuss the WRC standard requirements, existing site characteristics, identify existing in-situ soil conditions (which will determine whether infiltration will be required), Best Management Practices (BMPs) proposed for use on the site, long-term maintenance needs, and the capacity of the stormwater outlet. At this meeting, WRC staff will also confirm whether the development/redevelopment is within a drainage system that has a restricted outlet. This will determine the methodology that shall be used for determining the allowable peak discharge rate. This meeting may allow for a faster, more cost-effective site design by identifying the stormwater management issues early in the design process.

The Property Owner/Applicant will provide the following general information about the proposed development site for review during the meeting with WRC staff:

1. General Site Description / Site Plan
2. Topography
3. Land cover
4. Known environmental concerns (e.g. contaminated soils, “Due Care” Plan)
5. Location of and characteristics of environmental features, including wetlands, undrained areas, woodland areas, etc.
6. Soil types - (Soil survey with USDA NRCS soil group classifications, well/septic records and, if available, soil borings)
7. Potential locations for infiltration BMPs
8. Site environmental history (i.e., Phase 1 ESA)

Electronic Submission of Application and Plans

All Application submittals involving a County owned or operated Drain/Watermain/Sanitary Sewer/Soil Erosion must be made electronically to the WRC Office via our interactive EnerGov Permit Portal. Please refer to **Appendix J**-EnerGov Citizen Self-Service Portal User Guide.

1. You will first need to log into the WRC EnerGov site and register as a user to be able to submit an Application for review and approval.
2. Applications must be submitted by System and/or Property owners or their designated representatives.
3. Once an application has been submitted, the Applicant may invite others giving them permission to interact with the Application submittal process or simply to view the Permit Status.
4. Construction and site plans must be in PDF format with layers flattened, optimized and compressed.
5. JPG format is acceptable for documents or letters.
6. Maximum file size for each file should not exceed 50MB.
7. Below is the URL for our Live EnerGov CSS Portal Site
    - Full URL: https://oaklandcountymi-energovpub.tylerhost.net/apps/selfservice#/home
    - Friendly Link (share in emails): WRC Permitting & Soil Erosion Application Portal

Conceptual Plan Review Requirements

An application for review must be submitted for conceptual plan reviews. WRC will perform a cursory review of the plans and will advise the applicant if an application fee is required. Conceptual plan submittal and review is not a required step for the design and construction of a site. However, if a developer chooses to pursue a conceptual plan review, it may allow for a faster, more cost-effective process by identifying potential stormwater management issues early in the design phase of the project, particularly for sites that have unique characteristics and/or hydraulically restricted outlets. If conceptual plans are submitted, they shall include the following required information and will be submitted prior to the preliminary plat or plan:

1. A brief drainage narrative describing the proposed stormwater management system.
    a. On-site drainage infrastructure.
    b. Off-site drainage patterns of adjacent properties.
    c. Evidence of off-site outlet adequacy by means of certification. See Engineer's Certificate of Outlet in Appendix H.

2. Calculations determining the detention or retention volume requirements for the development.
3. Proposed topography for the detention or retention basin(s) in one-foot intervals.
4. Known environmental concerns and "Due Care" plans.
5. Calculations verifying that the soils provide the percolation rate required for the selected BMPs.
6. Schematic layout for the proposed drainage collection system.
7. Evidence of in-situ soil permeability, prevailing groundwater levels, and the location of proposed BMPs.
8. Soil types and areas of each soil based on USDA Soil Conservation Service classification system. (Please note that this is *not* a substitute for geotechnical investigations to demonstrate in-situ soil permeability).
9. Existing natural features, including wetlands and woodland areas.
10. Limits of disturbance (including consideration of topographical requirements for excavation).
11. Existing FEMA flood zones (Zone A or AE), if applicable.
12. If the development is proposed in an area where flooding problems exist or are anticipated at the site, on adjacent properties or downstream, include a plan for how these issues will be addressed.

After the above items, the WRC will determine if the submittal is sufficient for conceptual approval. The submittal must be complete, correct, and feasible in order to be conceptually approved. If it is determined that the information submitted is insufficient the WRC will advise the applicant of the deficiencies.

Application for Review

An application for review must accompany all plans submitted to WRC for review. The application shall be submitted by the Owner/Developer or the Design Engineer on behalf of the Owner/Developer. Application for review shall be made prior to the start of any work requiring a permit from WRC.

For project sites that will be developed in phases, an application is required for the initial work and new applications will be required for additional work not indicated on the original application.

WRC will perform a cursory review of the plans and will advise the applicant if an application fee is required. The total review, permit, and inspection fees will be determined upon completion of the review.

The review period begins upon the receipt of a completed application, plans and application fees.

Part B: Subdivisions- Sites to be platted under Act 288

Preliminary Plat

General Requirements

A preliminary or tentative plan showing the layout of the area intended to be platted shall be submitted by the Proprietor. This plan shall be prepared under the direction of and sealed by a registered professional engineer. The plan shall be drawn to a standard engineering scale no smaller than 1" = 100' and the sheet(s) of paper must not be larger than 24” x 36”. This preliminary plan is what the Subdivision Control Act of 1967 refers to in Section 111 as a "preliminary plat".

Section 114, Sub-section (3) of the Subdivision Control Act of 1967 requires that the Water Resources Commissioner approve or reject preliminary plats within 30 days of their receipt.

Three copies of the preliminary plat, prepared in accordance with the following requirements, shall be submitted with a letter of transmittal requesting that the preliminary plan be reviewed and, if found satisfactory, approved. The names of the Proprietor and engineering or surveying firm with mailing addresses, telephone, e-mail, and fax numbers for each shall be included with the transmittal.

The preliminary plat shall include:

1. The location of the proposed subdivision with reference to the section and part of section in which the parcel is situated, the name of the township, city or village, a proposed legal description of the site, the number of acres proposed to be platted and a location map with north arrow.
2. The proposed street and alley layout and approximate lot and plat dimensions.
3. All on-site and off-site pertinent factors, the existence and description of which might be of value in determining the overall requirements for the subdivision, such as:
   a. Adjoining roads, subdivisions, and parcels.
   b. Railroads.
   c. High-tension tower lines, underground transmission lines and gas pipelines.
   d. Cemeteries and parks.
   e. Rivers, natural water courses, county drains, lagoons, slips, waterways, streams, lakes, bays, canals, wetlands, wetland boundaries and floodplains.
   f. Existing utilities; storm drains, sanitary sewers, water main, telephone, cable, or fiber optic lines.
   g. Existing and proposed easements for all drainage facilities, including BMP’s and buffer strips.
4. Contour information in two-foot intervals with North American Vertical Datum of 1988 (NAVD 88), or most current national datum, shall be shown on the same plan, otherwise it shall be submitted on a separate sheet.
5. A drainage map, using a United States Geological Survey (USGS) topographic map, or equivalent, that shows the existing drainage area and flow patterns and indicates the proposed drainage pattern.

Inasmuch as improper utility easement location can result in a change in plat layout, the Proprietor is advised to consult with the respective utility companies before presentation of the preliminary plan for approval.

In the case where the Proprietor wishes to subdivide a given area but wishes to begin with only a portion of the total area, the original plan shall include the proposed general layout for the entire area. The part that is proposed to be subdivided first shall be clearly superimposed upon the overall plan in order to clearly illustrate the method of development which the Proprietor intends to follow. Each subsequent plat shall follow the same procedure until the entire area controlled by the Proprietor is subdivided. The final acceptance of a subdivision that is a partial development of a larger general layout does not automatically insure the final acceptance of the overall layout. The intent is to permit some flexibility in the overall layout if future conditions make it desirable or necessary to make any changes.

If the proposed preliminary plan as submitted meets with all the requirements, one approved copy of the preliminary plan will be returned. Approval of the preliminary plan is recommended before proceeding with the preparation of final construction plans. If the proposed plan is not approved as originally submitted, the Commissioner notifies the Proprietor in writing setting forth the reasons for withholding approval and requests that the necessary changes be made, and the revised layout resubmitted.

In accordance with Section 560.120 of Act 288, the preliminary plat approval is valid for two years. If construction plans have not been submitted within that time, a new preliminary plat must be submitted and approved. The two-year period may be extended if applied for by the proprietor and approved by the Water Resources Commissioner in writing.

Drainage Requirements

The preliminary plat must include the general drainage scheme for the proposed subdivision, or the plan will be rejected. The general drainage scheme shall indicate how storm drainage will be provided and where it will outlet. Preliminary calculations for detention and contributing off-site flow must be included on the plan. Additionally, the preliminary plat shall indicate locations of proposed BMP's, soil types and percolation rate(s).

Drainage proposed for subdivisions shall conform to established County Drain districts, existing natural drainage patterns and community master plans. The design shall consider the effect that the drainage proposed in the subdivision has upon the entire drainage basin.

The preliminary plat shall indicate in general, on a USGS topographic map, any drainage originating outside of the subdivision limits which has previously flowed onto or across the subdivision, as well as any natural watercourses and County Drains that traverse or abut the subdivision.

The preliminary plat shall indicate in general any proposed onsite and/or offsite facilities, proposed or existing, required to conduct the drainage to an adequate outlet.

The Water Resources Commissioner's office is not responsible for roadside ditches. Road drainage ditches are under the jurisdiction of the Road Commission for Oakland County (RCOC) or other authority. Any drainage plan that proposes to outlet storm water to a road ditch must be approved by the RCOC or authority that has jurisdiction.

The Water Resources Commissioner shall require that the developer provide assurance of adequate maintenance and inspection of the installation of both the external and internal storm drainage facilities.

Easement Requirements

The following minimum easement widths are required for all storm drainage facilities within the boundaries of the subdivision:

1. Open drains and watercourses:

   The extreme width of the drain or watercourse plus 15 feet from top of bank on both sides of the channel.

2. Enclosed drains:

   A minimum of twenty (20) feet centered on the centerline of the pipe. However, larger pipe size, certain soil conditions, or depth of pipe may require larger easements.

3. Rear yard drains:

   For pipe sizes less than 12 inches in diameter, a minimum of twelve (12) feet centered on the centerline of the pipe.

4. Pump stations, detention/retention basins and other storm drainage facilities shall have sufficient easement area to allow for operation and maintenance of the entire facility, including freeboard area, the banks, and any berms at the top of the banks.

5. BMPs and buffer strips shall have adequate easements to maintain and/or replace the device.

Easement widths for legally established County Drains shall be determined by the WRC. In general, these will conform to the above referenced requirements. Additional easements may be required by the Water Resources Commissioner's office should soil, construction conditions or other circumstances so warrant.

Easement information shall be shown on the preliminary plan, final construction plans and final mylar plat.

The wording relative to easement information shown on the final plat shall be as specifically required by the Water Resources Commissioner's office. All County Drain easements shall be labeled as follows: "Permanent private easement for the NAME County Drain". In Addition, restrictive deed covenants for the development shall include county drain language as described in the appendix.

The Oakland County Water Resources Commissioner's office reserves the right to modify easement requirements at its discretion.

Subdivision Construction Plans

The Proprietor will submit final construction plans that have been prepared under the direction of, and sealed by, a Professional Engineer licensed in the State of Michigan with a completed application form. The Water Resources Commissioner's Office will review the plans for adequacy of storm water management design to ensure that the proposed storm water drainage system has the capacity to handle all contributing flow without diminution of the existing off-site natural drainage patterns.

One set of complete, electronic final construction plans shall be submitted. The plans must be drawn to a scale not smaller than 1" = 50' on sheets no larger than 24" x 36" and designed in accordance with the design criteria presented herein.

Required Information

The plans should include, at minimum, the following:

1. A cover sheet which includes a site legal description and location map with north arrow and the number of acres proposed to be platted. For phased developments, clearly indicate the phase limits and the number of acres in each phase.
2. Subdivision layout of lots, roads, and all existing and proposed easements.
3. Plans, profiles and details of all road and storm sewers. The storm sewer details will include type and class and size of the pipe, length of run, percent of slope, invert elevations, rim elevations, and profile of the hydraulic gradient.
4. A description of the drainage course that will be utilized as the stormwater outlet and evidence that it is adequate for the proposed discharge. It is noted that controlling flow to a rate that is equal to or below the pre-development rate may not be considered to be evidence of adequacy. The Engineer's Certificate of Outlet, must be provided, including the signature and seal of the professional engineer responsible for determining adequacy.
5. Plans and details of the soil erosion and sedimentation control measures. Indicate which measures are temporary or permanent and the party responsible for maintaining the control measures.
6. Plans, cross-section views and details of the detention or retention basins and the outlet. If an existing basin on or off-site will be used, then as-built information must be provided.
7. Topographic map or maps at two-foot contour intervals with North American Vertical Datum of 1988 (NAVD 88), or most current national datum, showing existing topography and proposed grades of the entire area to be subdivided, as well as offsite topography for at least 150' of the adjoining property to the extent that off-site contributing flow can be determined. All off-site contributing flow must be accommodated. This map or maps shall also show all existing watercourses, lakes, and swamps.
8. Calculations, design data and criteria used for sizing all infiltration facilities, drainage structures, open channels and retention/detention facilities including curve numbers or weighted runoff coefficient calculations.

9. Storm drain calculations indicating the number of acres, calculated to the nearest tenth of an acre, contributing to each specific inlet/outlet, the calculated hydraulic gradient elevation, maximum flow in ft^3/sec and the flow velocities for enclosed systems. The calculations shall also include detention/ retention and runoff coefficient calculations as well as design calculations for all drainage swales and overflow structures. Overflow structures must be sized to pass all contributing off-site flow.
10. Specifications governing construction, i.e. material specifications, pipe bedding, construction notes, compaction requirements, etc.
11. Maximum flow in cubic feet per second for both the 10-year and 100-year recurrence interval storm events.
12. Flow velocities for the 10-year recurrence interval storm event.
13. Locations of all drain fields and of all expansion areas. Drain fields shall not be located within drainage easements.
14. Plans and details of proposed infiltration facilities with soil test pits or other testing methods detailed elsewhere in these rules, to verify that the facilities will function per the proposed design.
15. Plans and details of proposed retention/detention facilities. Soil borings may be required at the sites of these facilities.
16. A drainage area map, overlaid onto a copy of the site grading plan, which clearly shows the sub-areas tributary to each drainage structure, BMP and/or retention/detention facility, including acreage curve number (CN) and runoff coefficient (C factor) for each sub-area.
17. Plans, profiles, and details of all stormwater management system including but not limited to the following:
    - Porous Pavement
    - Dry Wells
    - Structural Infiltration Basins
    - Subsurface Infiltration Beds
    - Infiltration Trenches
    - Vegetated Filter Strips
    - Bioretention Systems/Bioswales (Rain Gardens)
    - Green Roofs
    - Water Reuse
    - Retention/Detention Facilities
18. Engineer's certificate attesting to the infiltration rate of the soils being used for BMPs.
19. Details of all drainage structures including but not limited to the following:
    - Manholes
    - Catch basins

- Inlets
- Outlet structures
- Overflow structures
- Check dams

20. A Stormwater Management Operation and Maintenance Agreement, plan, and a proposed schedule for the perpetual maintenance of the complete storm drainage system. Indicate who will be the primary party responsible (i.e. municipality or homeowners' association) for the maintenance. If a Homeowners Association will be the primary party responsible for maintenance of the stormwater system, an appropriate governmental unit shall be named as having underlining authority in perpetuity for overseeing the maintenance of the system, including the responsibility to perform maintenance in the event the Homeowners Association fails to do so. The responsibility for maintenance of the stormwater system shall be included in the subdivision deed restrictions and recorded with the plat. An example of a Stormwater Management Operation and Maintenance Agreement may be found in Appendix G. A copy of the subdivision deed restrictions and executed Agreement must be submitted to the Water Resources Commissioner prior to construction plan approval.

    - Reference Part I for requirements for the GIS data layers for key stormwater management features.

Review Time

The Proprietor shall prepare and submit a preliminary plat and final construction plans to WRC prior to submitting a final (Mylar) plat for approval. WRC shall tentatively approve or reject the preliminary plat within 30 days. A preliminary plat must be submitted and approved prior to submitting the final construction plans. Approval of the preliminary plat and final construction plans is required prior to the Water Resources Commissioner signing the final (Mylar) plat. The construction plan approval is valid for one (1) year. The one-year period may be extended if applied for by the proprietor and approved by the Water Resources Commissioner in writing.

Changes to the Plans

Approval of the final construction plans is intended to be final approval, and the actual signing of the mylar plat is only a formality, as long as there are no changes in the final construction plans from what was approved. If either the Proprietor or the Water Resources Commissioner find it advantageous to make changes before the mylar plat is presented to the Water Resources Commissioner for signature, such changes can be made, provided that the same procedures outlined above are repeated with each change in the layout. The Proprietor is reminded that approval of the proposed subdivision by the local governing body is also required under the Plat Act. Such changes shall be incorporated in the layout and revised construction plans shall be resubmitted even though the original layout may have already been approved by the Water Resources Commissioner. If the Proprietor does not present his mylar plat to the Water Resources Commissioner for approval within a period of one year after receiving approval of the final construction plans, it may be necessary that he resubmit the construction plans for review in the light of new information which may have become available during the interim.

Final Plat

The Proprietor shall submit the final mylar plat to the Water Resources Commissioner for certification. The plat will be reviewed for accurate drainage easements and equivalence with the approved construction plans. If the Commissioner approves the plat, he will affix his signature to it and the plat will be executed. If the Water Resources Commissioner rejects the plat, written notice of such rejection and the reasons therefore are given to the Proprietor within ten days.

Prior to the Proprietor submitting the final mylar plat for certification, the following is required:

1. Approval of the preliminary plat.
2. Approval of the final construction plans.
3. Assurance of adequate maintenance and inspection of the installation of both the external and internal storm drainage facilities.
4. A soil erosion and sedimentation control permit under Part 91 of Act 451 of the Public Acts of 1994 as amended.
5. Payment by the Proprietor of the plat review fee, according to the latest schedule posted on the Oakland County Water Resources Commissioner's website: www.oakgov.com/water.
6. A minimum, non-refundable application fee is required upon submittal of the preliminary plat and the construction plans.
7. Easements:
   a. Easement provisions shall conform to the widths indicated in "Preliminary Plat Easement Requirements" of this Section.
   b. All drainage easements, including freeboard, BMPs and buffer strips, shall be so designated on the plans as well as on the mylar plat.
   c. All existing easements are to be shown and identified on the mylar plat including the Liber and Page.
   d. Existing County Drain easements shall be indicated on the plans as well as the mylar plat and shall be designated as "XX feet wide easement for the "Name" (County) Drain as recorded in Liber___ , Page___".
   e. In cases where storm water is discharged to a drain or watercourse on adjoining private property, an improvement to the drain and an agreement with the property owner may be necessary. An off-site drainage easement will be required if:
      - The watercourse is not depicted as a blue line on a USGS map.
      - It is not indicated on the MIRIS map.
      - The watercourse is not considered wetlands by the governing municipality.

Part C: Mobile Home Developments

Public Act 96 of 1987, The Mobile Home Commission Act, requires a developer of a Mobile Home Park to submit a preliminary plan to the Water Resources Commissioner.

Preliminary Plan

The preliminary plan shall include the location, layout, general design, and a general description of the project. The following information shall be submitted for review:

1. Calculations, design data and criteria used for sizing all infiltration facilities, drainage structures, channels and retention/detention facilities including curve numbers or weighted runoff coefficient calculations.
2. Plans and details of proposed infiltration facilities with soil test pits or other testing methods detailed elsewhere in these rules, to verify that the facilities will function per the proposed design.
3. Plans and details of proposed retention/detention facilities. Soil borings may be required at the sites of these facilities.

Outlet Drainage

The Water Resources Commissioner must review and may approve the outlet drainage for the Mobile Home Park. The design requirements covered in these standards will be used for this review. All pertinent design calculations must be submitted. The interior drainage within the park will not be reviewed unless the park storm drain system is to be established as a County Drain under Chapter 18 of the Drain Code.

The Water Resources Commissioner may approve or reject preliminary plans within 60 days of their receipt; otherwise the plan is considered approved.

Mobile home park construction plans are reviewed by the Mobile Home Commission.

Part D: Drains under the Jurisdiction of the Water Resources Commissioner

Permits

The review application and application fee must be submitted before a site plan is reviewed. Permit fees and inspection deposits are determined on a site-specific basis after the review is completed. A permit shall be required from WRC prior to performing any work to a County Drain or its appurtenances. The following are examples of work:

a. Connecting to any part of an open ditch, enclosed drain or manhole or drainage structure. A tap can be a direct connection or a pipe outlet.

b. Crossing any part of an open ditch or enclosed pipe. Examples of crossings are utility lines, driveways, culverts, and bridges. A minimum clearance of five (5) feet for an open ditch drain and eighteen (18) inches for an enclosed drain must be maintained between the drain and any proposed utility or other underground crossings of the drain.

c. Relocating any part of a County Drain.

d. Enclosing any portion of an existing open ditch County drain.

e. Performing work within a County Drain easement.

f. When the installation of a fence, driveway, patio, pool, or other structure that does not have a foundation, encroaches into the County Drain easement.

g. Any development that will outlet stormwater directly to a County Drain will be reviewed by the Water Resources Commissioner for adequate stormwater management and outlet drainage. All other involvements will have a drainage review performed relevant to the work proposed.

h. The Proprietor shall submit one (1) set of electronic construction plans with a transmittal requesting plan review. The plans must be prepared in accordance with the design standards presented herein and sealed by a Professional Engineer licensed in the State of Michigan. All pertinent design calculations must be submitted with the final construction plans. Preliminary plans may be submitted but are not required.

General Permit Information Requirements

All plans shall include the following information:

a. The location of the proposed development by means of a location map at sufficient scale.

b. Legal description for the parcel to be developed.

c. The number of acres to be developed.

d. Contours, at two-foot intervals or less, with U.S.G.S. datum.

e. The proposed drainage system for the development.

f. The proposed street, alley and lot layouts and approximate dimensions.

g. Soil survey information with USDA NRCS soil group Classification.

h. Known environmental concerns and/or "Due Care" plan.

i. Engineer's certificate attesting to the infiltration rate of the soils. test pits or other testing methods detailed elsewhere in these rules, will be required at the location of all infiltration facilities, including but not limited to:

- Bioretention Systems/Bioswales (Rain Gardens)
- Porous Pavement
- Dry Wells
- Structural Infiltration Beds
- Subsurface Infiltration Beds
- Infiltration Trenches
- Vegetated Filter Strips

j. Soil tests may be required at various other locations including the sites of proposed retention/detention facilities, and as needed in areas where high ground water tables exist.

k. Certain County Drains have limited hydraulic capacity. These drains are listed in Appendix C. The allowable discharge to these drains will be dictated by the Water Resources Commissioner and may be more stringent than these design requirements.

l. The proprietor will prepare a maintenance plan for the long-term maintenance of the stormwater system. The proprietor shall enter into a Stormwater Management Operations and Maintenance Agreement with the local city, village, or township for the continued maintenance of the stormwater system. An example of a Stormwater Management Operations and Maintenance Agreement can be found in the Appendix G. The Agreement must describe the mechanism to be established for long-term maintenance of the stormwater management system, and the responsible government agency for maintenance oversight if maintenance is to be performed by a private entity. An executed copy of the Agreement shall be submitted to the WRC prior to approval of the permit.

m. Should the proprietor plan to develop a site but wishes to begin with only a portion of the total area, the original preliminary plan must include the proposed general layout for the entire area. The first phase of the development will be clearly superimposed upon the overall plan in order to clearly illustrate the method of development that the proprietor intends to follow. Each subsequent phase will follow the same procedure until the entire area controlled by the proprietor is developed.

Permit Requirements

a. The review application and application fee, appropriate permit fee and inspection deposit must be submitted before the permit is issued. Permit fees are determined on a site-specific basis.

b. A notice of 48 hours must be given to the Water Resources Commissioner's Inspection Department prior to any construction affecting the drain. In the event that our Inspection Department is not notified as stipulated herein the entire inspection deposit will be forfeited.

c. Flow shall be maintained in the drain at all times during construction.

d. All work shall be completed in accordance with the plans and specifications approved by the Water Resources Commissioner.

e. A cash deposit in an amount satisfactory to the Water Resources Commissioner to cover WRC inspection services shall be deposited to insure satisfactory completion of the project in accordance with the approved plans. The permittee shall contact the Water Resources Commissioner to perform an inspection of the permitted activity. Failure to contact the WRC for inspection of the work will result in forfeiture of all deposit money.

f. The contractor performing the work must have current cash and surety bonds with the WRC.

g. Work performed on the County Drain or its appurtenances must be performed in accordance with the Water Resources Commissioner's Storm Drain Notes and Details Sheet.

h. A drain permit issued by the Water Resources Commissioner's Office will not relieve the applicant and/or his contractor of the responsibility of obtaining permits, approvals or clearances as may be required from federal, state or local authorities, the public utilities and private property owners.

i. An as-built plan of the drain involvement must be submitted.

j. The Water Resources Commissioner shall be notified in writing within ten days of the completion of a project so that a final inspection of the permitted work can be performed.

k. All permit requirements must be completed prior to the Water Resources Commissioner refunding any remaining inspection deposit money.

l. A permit shall expire when work has not commenced within one year of the date of issuance. The Water Resources Commissioner may extend the permit for a period of time upon the request of the Owner/Developer in writing.

m. The Water Resources Commissioner may revoke a permit if there is a violation of the conditions of the permit or if there is a misrepresentation or failure to disclose relevant facts in the application.

n. A drain permit is separate from a Soil Erosion Control Permit.

Drainage Districts and Easements

County Drain Drainage District limits must be followed when designing the site. Drainage Districts do not necessarily conform to existing topography. If drainage originating outside of a certain district is discharged within the district, a revision to the drainage district boundaries will be required. Contact the Water Resources Commissioner's office regarding this process.

Drains constructed prior to 1956 may not have a recorded easement. However, the easement exists in the permanent records at the Water Resources Commissioner's office. At that time easements for drainage purposes were not required to be recorded with the County Clerk; it was legally sufficient to have them on file at the drain office. Therefore, it may be necessary to record a new County Drain easement, depending upon the work that is proposed, and the County Drain involved. If a new easement is required, contact the Water Resources Commissioner's Office regarding this process.

Part H: Operations and Maintenance

Long-term Operations and Maintenance (O&M) Plans are required for County and Non-County Stormwater Systems directly connected to a County Stormwater System as summarized below. To facilitate routine inspections, all O&M requirements and documents listed below shall be incorporated into the plan set on dedicated O&M-specific plan sheets. When O&M responsibilities or requirements are modified or updated, the respective O&M Plan sheet(s) shall be updated accordingly.

County and Non-County Stormwater Systems

The following MS4 Permit O&M requirements apply to all regulated County Stormwater Systems owned, operated, and maintained by WRC's office, the Oakland County Parks and Recreation Commission and the County of Oakland, hereafter referred to as County Departments and all regulated Non-County Stormwater Systems owned, operated, and maintained by others, which directly connect to a County Stormwater System:

A WRC approved O & M Plan Sheet, fully executed Stormwater Management O&M Agreement and recorded Memorandum of Stormwater Management O & M Agreement, are required prior to issuance of the Drain Permit.

1. Prior to the start of any development activity meeting the site applicability criteria defined in Part C: Applicability, a Drain Permit shall be obtained from WRC's Permitting Department. Coordination with WRC's Permitting Department is recommended at the conceptual stage of development projects to ensure that permit requirements are clearly identified early in the planning process.

2. To ensure consistent perpetual O&M of the site's stormwater system and to enhance water quality protection, prior to Drain Permit issuance, WRC's Permitting Department shall review and approve the site-specific Stormwater Management O&M Agreement between the community and property owner. A fully executed Stormwater Management O&M Agreement is required prior to issuance of the Drain Permit. This agreement shall consist of the following requirements which will be incorporated into the O&M Plan sheet(s):

    a. Legal Description: A legal description and reduced copy map to identify the land parcel(s) affected by this Agreement. This map shall be prepared for each site and must include a reference to a Subdivision Plat, parcel survey, or Condominium Master Deed, and a map to illustrate the affected parcel(s).

    b. Stormwater System Description and Map: A description of the stormwater system and its individual components and a location map of the entire stormwater system. This map must be prepared for each site and the scale of the map shall show necessary detail.

    c. Stormwater O&M Plan Sheet(s): The site-specific Stormwater O&M Plan shall include the following requirements:

        - Property information and property owner.
        - Brief description of the stormwater system, drainage area, and its individual components.

- Description of maintenance responsibility and manner of ensuring maintenance responsibility, such as employee and contractor O&M training requirements, certifications, and responsibilities.
- O&M Matrix (see table below)
    - Specific short-term, intermediate, and long-term maintenance tasks.
    - Inspection and maintenance tasks, frequencies, and responsibilities.
- BMP detail sheets and/or manufacturer specifications
- Approved construction drawings including stormwater calculations, details, elevations, a location map, and engineer's certification of construction.
- Land use summary table (see Part I of this section for table of submittal requirements).
- The O&M plan must be approved and signed by a certified person. The following certifications are approved by WRC: Professional Engineer (PE), National Green Infrastructure Certification Program (NGICP) by WEF, Construction Storm Water Operator (CSWO) certification by EGLE, or Certified Stormwater Manager (CSM) by American Public Works Association (APWA).

Example Operations and Maintenance Matrix

Maintenance Activities	Frequency	Stormwater Management Practices								
		Forebay	Inlet Structure	Bioretention Practices (bioswales, rain gardens)	Pavement Areas	Permeable Pavement	Subsurface Detention	Surface Detention	Catch Basins	Outlet Structure
Inspect for Trash, litter and/or debris accumulation	12 times per year									
Inspect For Floatable, Dead Vegetation, and Debris	12 times per year									
Overgrown vegetation that interferes with access, line of sight or safety	2-12 times a year									
Inspect all components during wet weather and compare to as-builts	2 times per year									
Inspect for sediment accumulation	2 times per year									
Vacuum/street sweeping	2 times per year									
Erosion stabilization/control	1 time per year									
Remove and replace dead vegetation	1 time per year									
Remove floatables, dead vegetation and debris	1 time per year									
Sweeping of paved and pervious pavement surfaces	As Needed									
Replacement of mulch layer and top 6 inches of bioretention soil	1 time every 2-3 years									
Fertilization for first year of vegetation	1 time initially									
Remove accumulated solids by vactoring	2-4 times per year or as recommended by vendor									

Repair and Replacement	Frequency									
Replace fill material for permeable pavement	As Needed									
Structural repairs	As Needed									
Structural replacement	As Needed									
Wildlife management	As Needed									
Replace stone filter material around outlet structure	Every 3 to 5 years									

Note(s):

Mechanical separators follow the manufacturer's guidelines for operation and maintenance.

d. Annual Stormwater System O&M Summary: Property owners and Individual County Departments are responsible for completing all O&M tasks and maintaining O&M records for their stormwater systems. Property Owners and County Departments shall submit an Annual Stormwater System O&M Summary to WRC's Permitting Department for tracking only. The community is responsible for enforcement of the O&M requirements as outlined in the Stormwater Management O&M Agreement and their MS4 permit. The summary shall include the following:

    - Property information and property owner.
    - Description of the stormwater system, drainage area and its individual components.
    - Description of maintenance responsibility.
    - O&M matrix filled out for each stormwater management practice with inspection date, inspector, field notes, and signed certification of qualified inspector.
    - Maintenance or repairs needed for each stormwater management practice.
    - Maintenance or repairs completed to date for each stormwater management practice.

e. Memorandum of Stormwater Management Operations and Maintenance Agreement: This O&M Memorandum acknowledges a perpetual requirement of stormwater system operations and maintenance, which must be recorded with the Register of Deeds to put any future property owners, or interest holders, on notice of the Stormwater System and the Stormwater O&M Plan. This O&M Memorandum references the required Stormwater Management O&M Agreement, which resides with the local community to ensure consistency and periodic updates as necessary. A copy of the recorded document shall be submitted to WRC prior to closure of the Drain Permit.

Appendix G - Stormwater Management O&M Agreement is an approved **"**example" agreement, however, WRC's office recognizes that community-specific O&M agreements, ordinances and programs may also be proposed and submitted to OCWRC for approval. When developing alternative O&M programs for consideration, the community should reference EGLE's Post-Construction Stormwater Runoff Controls Program Compliance Assistance Document (available on EGLE's website) and their MS4 permit.

Part I: Stormwater Tracking & Mapping

Collecting data on site runoff characteristics is critical for WRC and the local review jurisdiction (if applicable) to meet ongoing EGLE MS4 permit requirements. This will be accomplished with a ***Land Use Summary Table***, which must be included on the O&M Plan Sheet of each submitted site plan (see table below). Additionally, GIS-based site data (in the form of a shapefile) will be required as a condition of site plan approval. GIS data will be limited to key stormwater components that will require future inspection and maintenance.

Land Use Summary

must be included on the O&M Plan Sheet for all site plans

	Characteristic	Existing Conditions	Proposed Conditions
Land Use Data	**Total Development Area (ac)**		
	Impervious Area (ac)		
	Total Pervious Area (ac)		
	Pervious Area Breakdown by Cover Type		
Pervious Area			
	Meadow/fallow/natural areas (non-cultivated)	x.xx acres	x.xx acres
	Predominant NRCS Soil Type (A, B, C, or D)		
	Improved areas (turf grass, landscape, row crops)	x.xx acres	x.xx acres
	Predominant NRCS Soil Type (A, B, C, or D)		
	Wooded Areas	x.xx acres	x.xx acres
	Predominant NRCS Soil Type (A, B, C, or D)		
	CPVC Volume ***Calculated*** (cubic feet)		
	CPVC Volume ***Provided*** (cubic feet)		
	CPRC Volume Provided (cubic feet)		

The Professional Engineer who signs and seals this site plan certifies that the values in this table reflect the OCWRC stormwater calculations required for this development and that geotechnical investigations were performed that provide conclusive documentation that demonstrates whether infiltration (i.e., CPVC Volume Control) is practicable.

Notes:

- *The Professional Engineer Certification Statement (see above) must be included with the Land Use Summary Table.*
- *Areas to be shown to the nearest 0.01 acre*
- *'Predominant' soil type shall the soil type with the largest percentage coverage over the designated land use (e.g., 70% Soil Type B and 30% Soil Type C shall be listed in the table as "Soil Type B")*
- *USDA soil types cannot be used to determine site suitability for infiltration and meeting the CPVC volume standard; direct infiltration testing will be required to determine site suitability for infiltration*
- *If CPVC requirement is waived, enter ZERO for the 'CPVC Volume Provided'*
- *When more than one soil type exists in one area, assign the predominant soil type for that area*
- *Use NRCS/USDA Online Soil Survey Map to determine soil type (A, B, C, or D):*

Submitting GIS data is a new, but important, requirement; it allows for the development of a database for WRC and municipalities to track the location of stormwater BMPs for future inspection and enforcement activities

https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

In addition to the Land Use Summary table, the applicant must include the following stormwater system information in the submittal:

A final component of the site plan review process is the submittal of a GIS shapefile containing, at a minimum, the layers listed below, which consist of points and polygons that reflect the key components of the stormwater system. This information will be provided only after the technical review is completed. The GIS shapefile must reflect the final approved design and include the following layers (use the layer naming conventions listed below for ease of storing and tracking the GIS data):

1. Development Site – Area (ac), GIS area **polygon** (DSA-1, DSA-X)
    a. This area should reflect the entire area for which the stormwater system is designed
2. Site Discharge Point(s), GIS **points** (D-1, D-2, etc.)
    a. These points should reflect the location of each site discharge point; this is typically the point of connection to a County Drain, city storm sewer, or other drainage feature downstream of the detention basin discharge structure
3. Dry Detention Basins, GIS area (ac) **polygons** (DBASIN-1, etc.)

   a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer

4. Wet Detention Basins, GIS area (ac) **polygons** (WBASIN-1, etc.)
   a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
5. Retention Basins (no outlet), GIS area (ac) **polygons** (RBASIN-1, etc.)
   a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
6. Sediment Forebays, GIS area (ac) **polygons** (Forebay-1, etc.)
   a. The polygon should reflect the detention basin footprint up to and including the berm and any associated maintenance buffer
7. Mechanical Separators, GIS **points** (MS-1, etc.)
   a. The points can be placed at a maintenance access point for each structure. If multiple mechanical separator units are proposed, create a point for each unit.
8. Bioretention/Bioswales– GIS area (ac), GIS **polygons** (BR-1, etc.)
   a. The polygon should reflect the bioretention footprint including any maintenance or safety buffers
9. Porous Pavement – GIS area (ac), GIS **polygons** (PP-1, etc.)
10. Cisterns/Rain Barrels, GIS **points** (RB-1, etc.)

Part F: Chapter 18 Drains

Chapter 18 Drains are new developments within Oakland County where the local municipality has passed an ordinance that requires all residential and certain commercial drainage systems to be established as County Drains in accordance with the provisions of Section 433, Chapter 18 of the Public Acts of 1956, as amended, the Michigan Drain Code. At present, Oakland and West Bloomfield Townships each have such an ordinance. Please refer to Section IV, “Establishing a Chapter 18 Drain” for additional information.

Section III General Design Criteria

Part A: Determination of Surface Runoff

Rational Method

The Rational Method assumes uniform rainfall intensity and is best suited for small or individual sites and can be used for sizing swales, open channels, enclosed drains, BMP volumes, manufactured stormwater treatment systems and culverts. For site design purposes, the Modified Rational Method will be used, which takes into consideration both land use and soil types. The Modified Rational Method will be used to determine flows for the 1-year, 10-year and 100-year storm events. The 1-year storm will be used to size manufactured stormwater treatment systems, flows into individual BMP's, and the Water Quality Volume (V_{WQ}). The Modified Rational Method is defined as follows:

Eq. III-1	$Q = C \times I \times A$
Q =	Peak Runoff (ft^3/s)
C =	Composite Runoff Coefficient for the Drainage Area
I =	Average Rainfall Intensity (in/hr).
A =	Drainage area (Acre)

Coefficient of Runoff

A representative coefficient of runoff, (C), will be used based upon the imperviousness of the contributing acreage. The range of this coefficient may vary from 0.15 to 1.00. The runoff coefficient calculation must be included with on the drainage breakup sheet with the submittal. Certain calculations require a composite runoff coefficient value. A composite runoff coefficient is calculated as follows:

C Values		
Green Space	HSG A	0.15
	HSG B	0.20
	HSG C	0.25
	HSG D	0.30
Impervious Areas		0.95
Water		1.00

*HSG = Hydrological Soil Group

Eq. III-2	$C = \frac{\sum_{i=1}^{n}(A_i \times C_i)}{\sum_{i=1}^{n} A_i}$
C =	Composite Runoff Coefficient for the Drainage Area
n =	Total number of sub-areas
C_i =	Runoff coefficient for each sub-area
A_i =	Drainage area for each sub-area (Acre)

Modified Rational Method

The Modified Rational Method will be used to calculate many of the required volumes. The value 3630 is a constant to convert the (inch)(acre) to ft^3 [1-inch = 1/12 ft; 1-acre = 43,560 ft^3]. The modified rational method is used to calculate the water quality volume (V_{WQ}), the Channel Protection Volume (V_{CP-R}), the Forebay Volume (V_F), the Extended Detention Volume (V_{ED}), and the 100-Year Storm Volume (V_{100R}).

Eq. III-3	$V = 3{,}630\ x\ P\ x\ C\ x\ A$
V =	Required volume in cubic feet
P =	Precipitation depth in inches
C =	Post-development composite runoff coefficient
A =	Contributing area in acres

Rainfall Depths

Rainfall depths used within the Modified Rational Method to calculate the required volumes are:

	Rainfall Depths (inch)	
90th percentile storm (1-inch) for Water Quality	P_{wq}=	1.00
1.30-inch for Channel Protection Volume Control	P_{cpvc}=	1.30
1.90-inch for Channel Protection Rate Control-Extended Detention	P_{cprc}=	1.90
15 percent of the Water Quality Volume for the Forebay	P_{fb}=	0.15
10-year 24-hour storm for Conveyance	P_{10} =	3.41
100-year 24-hour storm for Flood Control	P_{100}=	5.40

Time of Concentration

The time of concentration (T_c) is the time required for water to travel from the hydraulically most remote point of the drainage sub-area to a design point. The T_c is used in the Rational Method to estimate peak flow for sizing storm sewer systems, or for applying unit hydrographs and NRCS curve number methods to generate and route runoff hydrographs for sizing storm sewer systems and stormwater controls.

When determining the time of concentration for a pipe network, an initial time of concentration of 20 minutes for the farthest upstream inlet will be used for residential developments and 15 minutes for commercial or industrial developments. For sites less than 5 acres, an initial time of concentration of 10 minutes will be used.

When determining the time of concentration for a pipe network, an initial time of concentration of 20 minutes for the farthest upstream inlet will be used for residential developments and 15 minutes for commercial or industrial developments. For sites less than 5 acres, an initial time of concentration of 10 minutes will be used. The time of concentration is calculated using travel time for the 10-year discharge through the system where Manning's equation is used to compute velocity.

Eq. III-4	$T_t = \frac{\mathrm{L}}{3{,}600v}$
Tt =	Travel time in hours
L =	Flow length in feet
v =	Average velocity in feet/second as determined by Manning's equation for pipe flow

Eq. III-5	$v = \mathrm{K} \times \mathrm{S}^{1/2}$
v =	Average velocity in feet/second
S =	Slope of flow path in percent
K =	Coefficient *K* = 0.48 for Sheet Flow *K* = 1.20 for Swales or Shallow Drainage Course *K* = 2.10 for Ditches and Watercourses

Eq. III-6	$T_c = \frac{\mathrm{L}}{60V}$

T_C =	Time of concentration in minutes
L =	Flow length in feet
V =	Flow velocity in feet/second

For overland flow, the velocity is calculated for each of the flow characteristic types present along the longest flow path across the drainage area.

Rainfall Intensity

The rainfall intensity used for stormwater design is based on NOAA Atlas 14 Precipitation-Frequency Atlas of the United States, Volume 8 Version 2: Midwestern States, including Michigan, based on the average of the Pontiac WWTP, Troy-Rockwell, Eastpointe, Washington, Howell WWTP, Detroit Metro AP, and Wayne-Canton stations. This regional rainfall data average was then converted into an IDF curve equation used for all storm return periods for ease of use.

Eq. III-7	$I = \frac{30.20p^{0.22}}{(T_c + 9.17)^{0.81}}$
I =	Average rainfall intensity in inches/hour
p =	Design storm return period in years
T_C =	Time of concentration in minutes

Regional* 24-Hour Average Rainfall Amounts

Storm Event	Rainfall Amount (inch)
1 Year	2.07
2 Year	2.38
5 Year	2.87
10 Year	3.32
100 Year	5.23
* Region includes Livingston, Macomb, Oakland and Wayne counties	

Part B: Stormwater Conveyance

Stormwater conveyance systems may consist of open ditch drains, swales, closed conduits or a combination of methods to convey stormwater. Design and construction of stormwater conveyance will follow WRC's specifications, as a minimum. Other more stringent standards such as: Michigan Department of Transportation, Road Commission for Oakland County, or local community, shall also be followed.

For work involving County Drains, please refer to WRC construction specifications, available from WRC's website, for approved construction materials.

Drainage Structures

The flows to specific catch basin or inlet covers shall conform to the following:

1. Combination curb and gutter inlet (MDOT Cover K, or equivalent): A maximum of 3.1 ft^3/sec at 0% grade (sump condition), and then decreasing as grade increases.
2. Gutter inlet (MDOT Cover D, or equivalent): A maximum of 3.2 ft^3/sec as 0% grade (sump condition), and then decreasing as grade increases.
3. Rear yard or ditch inlet (MDOT Beehive Cover E, or equivalent): In general, a maximum of 2.5 ft^3/sec at 0% grade (sump condition), and then decreasing as grade increases. However, a smaller or larger maximum inflow may be allowed as is warranted by surrounding finished grading.

Drainage inlets or manholes shall be located as follows:

1. To assure complete positive drainage of all areas of the site.
2. At all low points of streets and rear yards. Runoff shall not flow across a street Intersection.
3. Maximum of 600 feet of drainage from any developed point on the site to a structure or BMP.
4. Manholes shall not be spaced more than 400 feet apart for pipes less than 48" in diameter. Longer pipe runs may be allowed for larger sized pipe, but in all cases maintenance access must be determined to be adequate.
5. Any change in pipe direction requires a manhole or catch basin.
6. All materials will be of such quality as to guarantee a maintenance-free expectancy of at least 50 years and will meet all applicable A.S.T.M standards.

Outlet velocities greater than 5 ft/sec will require energy dissipation measures.

Stormwater Outlets

1. The velocity at a pipe outfall should be no greater than 10 ft/sec to prevent scouring. Outlet velocities greater than 5 ft/sec will require energy dissipation measures.

2. Riprap shall be installed at all outlets according to the Oakland County Water Resources Commissioner's Storm Drain Notes and Details Sheet.
   a. Riprap may consist of minimum 8" diameter to 15" diameter fragmented limestone or other suitable rock set on a stone bedding underlain with geotextile fabric. Larger diameter outlets may require larger riprap as velocity and flow conditions dictate.
   b. Cobblestone, broken concrete, or grouted riprap are not acceptable.
3. A bar screen is required for all pipe outlets and inlets 18" diameter and larger.
4. Outlets to open channels shall be installed at the bottom of the open channel with headwalls or flared end sections.

Enclosed Storm Drains

An enclosed storm drain system must be designed to accommodate the storm water runoff from a 10-year storm event from the site and any offsite contributing runoff. The Manning Equation (Eq. 8) will be used to check the pipe size.

Eq. III-8	$Q_{10} = \frac{1.486}{n} \; x \; A_{pipe} \; x \; R^{2/3} \; x \; s^{1/2}$
Q_{10} =	10-year flow rate cubic feet/second
n =	Manning coefficient of roughness (See Table Below)
A_{pipe} =	Cross-sectional area of pipe
R =	Hydraulic radius of pipe (A_{pipe}/P) in feet
P =	Wetted perimeter in feet
s =	Pipe slope (ft/ft)

n value based on pipe material	
n value	Pipe Material
0.013	smooth concrete pipe
0.013	approved flexible pipe (plastic)
0.025	unlined corrugated metal pipe

*Refer to WRC specification "Materials- Storm Drain" for approved pipe materials for County Drains

1. The hydraulic grade line is calculated for the entire system with an assumed downstream elevation of 0.80 x diameter of the outlet pipe or the permanent pool elevation, whichever is greater.
2. The enclosed storm drain should be designed to flow full, i.e. with a hydraulic grade line at or near the top of pipe. The pipe will be allowed to surcharge in certain circumstances, but the peak hydraulic grade line must be a minimum of one (1) foot below grade.

3. The minimum pipe size for storm drains accepting surface runoff is 12" diameter.
   a. Rear yard pipes or sump pump collector pipes may be smaller, but must be used in conjunction with a drainage swale that directs runoff to a minimum 12" diameter pipe structure.
4. Pipe joints shall have premium rubber gaskets designed to prevent excessive infiltration.
5. Storm drains shall be designed flowing full to have a minimum velocity of 2.5 ft/sec and a maximum velocity of 10 ft/sec.
6. The minimum depth of pipe shall be 42 inches from grade to the springline (i.e. horizontal midpoint) of the pipe.
7. In areas where local ordinance requires sump pump leads to be connected into an enclosed system, these taps shall be made directly into storm sewer structures or into cleanouts.

Open Watercourses

1. Appropriate permits from agencies such as the Michigan Department of Environment, Great Lakes, and Energy (EGLE) must be obtained and submitted to the WRC's office.
2. The SCS method, Rational Method, or other prior approved method will be used to determine the amount of flow contributing to the watercourse. All watercourses must be sized to accommodate the runoff from a 10-year storm event. WRC's office will use the Manning Equation (EQ. 8). to check the capacity of the watercourse. The appropriate values for "*n*" are as follows:

n Value Based on Open Channel Conditions	
n value	Channel Condition
0.025-0.030	Maintained grass channel, rear yard swales
0.030-0.035	Natural channels, some grass and weeds, little or no brush
0.035-0.050	Dense growth of weeds, depth of flow greater than weed height
0.035-0.050	Some weeds, light brush on banks

3. Open channel flow velocities shall be neither siltative nor erosive. In general, the minimum acceptable non-siltative velocity will be 2.5 ft/sec.
4. Erosion protection shall be placed at bends, drain inlets and outlets, and other locations as required in all open ditches.
5. Side slopes of channels shall be no steeper than 1 foot vertical to 3 feet horizontal, unless fencing is provided. Ditches with steep grades shall be protected by sod, vegetation or other means to prevent scour.
6. All bridges shall be designed to provide a 2-foot minimum 100-year flood stage freeboard to the underside of the bridge. The bridge footings shall be deep enough to be below the frost line and to

allow a 5-foot channel deepening. Bridge footings and columns may not be located within the open channel.

7. Areas within open drain rights-of-way, which have been cleaned, re-shaped or in any manner disturbed shall be seeded and mulched, sodded or re-vegetated with other plant materials.

Determination of Culvert Size

All culvert design calculations must be submitted to this office for review. Culverts serving an upstream watershed equal to or greater than two square miles will also require an EGLE permit (Part 31 of Water Resources Protection Act, Public Act 451 of 1994, as amended). Calculations must be sealed by a Professional Engineer and must include:

1. Delineation on a topographic map of the area contributing to the culvert.
2. Hydrologic calculations to determine the flow.
3. Hydraulic calculations used to determine the size of the culvert.
4. Calculations for depth of cover and expected loads.
5. When an existing culvert is proposed to be modified, backwater calculations and/or downstream calculations may also be required for review.
6. This office will use the Rational Method, SCS Method, or other prior approved method to determine the flow contributing to the culvert. Culverts are sized to pass a minimum 10-year storm event or the governing design storm of the watercourse, whichever is greater.
7. The velocity within the culvert shall be neither siltative nor erosive.
8. The Manning Equation or inlet headwater control or outlet tailwater control nomographs will be used to check the culvert design.

Part C: Channel Protection Volume Control

Both onsite water quantity and quality must be managed to control flooding, reduce downstream erosion and protect water quality. Channel Protection Volume Control shall be implemented to the Maximum Extent Practicable (MEP), and in general, should follow the guidelines recommended by SEMCOG Low Impact Development Manual for Michigan: A Reference Guide for Implementers and Reviewers and The City of Detroit: Stormwater Management Design Manual. Several non-structural and structural Best Management Practices (BMPs) are referenced within this Section.

Non-Structural BMPs

The use of Non-Structural BMPs is an important part of a project's stormwater management system. The following Non-Structural BMPs are self-crediting; use of these BMPs automatically provides a reduction in impervious area and/or stormwater runoff resulting in a lessor runoff coefficient, larger time of concentration, and lower peak flows. A corresponding reduction in the stormwater management requirements set forth by these rules occurs. Additionally, the use of these BMPs may be affected by other regulations/guidance (Master Plans, zoning, subdivision, etc.). These BMPs are strongly encouraged:

- Protect Natural/Special Value Features
- Protect/Conserve/Enhance Riparian Areas
- Protect/Utilize Natural Flow Pathways
- Preserve Open Space (e.g. clustering)
- Reduce Street Width/Area
- Reduce Parking Width/Area
- Minimize Disturbed Area (Cluster Developments)
- Protection of Existing Trees (part of minimizing disturbance)
- Re-Vegetate and Re-Forest Disturbed Areas
- Rooftop Runoff (downspout) Disconnection
- Disconnection of Impervious Areas (Non-Roof)

Structural BMP General Requirements

All runoff generated by a proposed development should be conveyed into a stormwater BMP facility for infiltration, evapotranspiration, and/or water quality treatment, to the MEP.

The following criteria will apply to the design of all stormwater BMPs:

1. Preform initial NRCS soil classification (from soil survey) and infiltration testing to determine the feasibility of infiltration practices and eliminate unsuitable areas.
2. In multi-ownership developments, locate BMPs facilities on common-owned property within an easement. BMPs facilities shall not be located on private lots, condominium units, or located within a County Drain, sewer, or water easements.

3. Infiltration/reuse BMPs are engineered to dewater surface water in 24-hours and completely within 72-hours from the end of a storm event. Dewatering is defined as having no excess stormwater from an event present in the BMP including both surface ponding and subsurface storage.

Infiltration BMPs should completely dewater in 72 hours including 24 hours for surface ponding and 48 hours for subsurface storage.

4. BMPs incorporating pumps are discouraged. In rare cases where pumping is justified, additional design provisions are required, including but not limited to backup power and gravity-based overflow routing.
5. A recommended horizontal distance of 4 ft and a minimum horizontal distance of 2 feet between the seasonal high-water table and bottom of infiltration facilities is required.
6. In areas where the infiltration rate varies across the development, the developer shall maximize the use of infiltration BMPs within areas of having the most favorable ($K_{sat} \geq 0.50$ inches/hour) soils.
7. Pre-treatment of all stormwater is required before entering a BMP facility to prevent premature failure of the system. Pre-treatment can be accomplished by the following:
    a. Vegetative Filter Strips
    b. Vegetative Swales
    c. System inlets with sumps
    d. Centralized infiltration BMPs (i.e. infiltration basins) pre-treatment consists of a forebay or manufactured treatment system
    e. Other methods of pre-treatment will be considered by this office on a case-by-case basis
8. The use of decentralized stormwater BMPs are preferred unless the developer can demonstrate that decentralized stormwater infiltration and/or Total Suspended Solids (TSS) removal is not practical.
9. A minimum of one infiltration test per proposed infiltration BMP location is required.
10. For large, centralized infiltration BMPs, exceeding 10,890 square feet (1/4 acre), multiple infiltration tests are required at a minimum of four tests per acre, rounded up. For example, a BMP with an area of 0.4 acre would require 2 infiltration tests.
11. The use of heavy equipment within infiltration areas should be avoided during construction to prevent compaction of soils. Locations of infiltration BMPs should be identified and sectioned off during construction to limit access.
12. Prior to installation of an infiltration BMP, the in-situ soils should be prepared by adding additional soil amendments (such as sand or compost) and/or through mechanical loosening of soil. Examples of mechanical loosening include rototilling or scarifying the soil with a long-toothed backhoe bucket. These techniques will improve infiltration underneath the infiltration BMP.
13. Generally, infiltration BMPs should be avoided in the following areas:
    a. In areas with compacted fill soils.
    b. In areas with high pollutant loads, including sites that receive constant sediment, trash, other debris, and places where chemicals are stored or handled.

c. In areas where it will be difficult to access the BMP, on a regular basis, for maintenance or cleaning.

d. In areas where materials, especially landscaping supplies, are stockpiled.

e. In areas there are routinely wet.

The required Channel Protection Volume Control (V_{CP-R}) is based on the 1.30-inch rain depth over the site using Eq. 9. The simplified form is:

Eq. III-9	$V_{CP-R} = 4{,}719\ x\ C\ x\ A$
V_{CP-R} =	Required CPVC volume in cubic feet
C =	Post-development composite runoff coefficient
A =	Contributing area in acres

Technical Infeasibility

For projects where technical infeasibility exists, the design engineer must document and quantify that stormwater strategies, such as infiltration, evapotranspiration, water harvesting and water reuse, have been used to the maximum extent possible and that implementation of these methods are infeasible due to site constraints and not economic considerations. The burden of proof of Technical Infeasibility lies with the design engineer. Documentation of technical infeasibility should include, but may not be limited to, engineering calculations, geological reports, hydrological analyses and site maps. A determination that the performance design goals cannot be achieved on the site should include analyses that rule out the use of an adequate combination of infiltration, evapotranspiration, and water use measures. Adequate documentation must be submitted to WRC for review and final determination. Examples of site conditions that may prevent the application of stormwater BMP's to the METF includes*:

The use of infiltration BMPs to the MEP is based on site constraints and not economic considerations.

1) The conditions on the site preclude the use of infiltration practices due to the presence of shallow bedrock, contaminated soils, high ground water or other factors, such as underground facilities, utilities or location of the development within a wellhead protection area.

2) The design of the site precludes the use of soil amendments, plantings of vegetation or other designs that can be used to infiltrate and evapotranspirate stormwater runoff.

3) Water harvesting and reuse are not practical or possible due to the volume of water used for irrigation, toilet flushing, industrial make-up water, wash-waters, etc. is insignificant to warrant the application of water harvesting and use systems.

4) Modifications to an existing building to manage stormwater are not feasible due to structural or plumbing constraints or other factors.

5) Sites where the site area is too small to accommodate adequate infiltration practices for the impervious area to be served.

6) Soils that cannot be sufficiently modified to provide reasonable infiltration rates.

7) Situations where site use is inconsistent with the capture and use of stormwater or other physical conditions on site that preclude the use of plants for evapotranspiration or bioinfiltration.

8) Retention and/or use of stormwater onsite or discharge of stormwater onsite by infiltration having an adverse effect on the site, gradient of surface or subsurface water, receiving watershed, or water body ecological processes.

9) Federal, state of local requirements or permit conditions that prohibit water collection or make it technically infeasible to apply LID practices.

* Adapted from EPA Section 438 Technical Guidance December 2009.

Infiltration Testing

The infiltration testing must provide information related to the conditions at the bottom of the infiltration BMP. General infiltration test guidelines are as follows:

1. Any test used to determine infiltration rates for BMPs, shall be performed at the location and extend to the bottom elevation of the proposed infiltration BMP.
2. Infiltration tests must not be conducted in the rain, within 24 hours of significant rainfall events (>0.5 inches), when the ground is frozen, or when the temperature is below freezing.
3. Infiltration tests should be conducted in the field.
4. All infiltration rates used for the design of BMPs must be certified by a Professional Engineer licensed in the State of Michigan and submitted to the WRC's office.
5. Following all testing, the surface must be restored.
6. Additional infiltration tests may be necessary due to subsurface variability, water table depth or topography. The WRC's office will determine if more tests will be required.

Infiltration tests may include, but not limited to, the following methods:

1. Test Pits used in conjunction with any of the infiltration tests listed below
    a. Double-ring Infiltrometer test – estimate for vertical movement of water through the bottom of the test area
        i. ASTM 2003 Volume 4.08, Soil and Rock (I): Designation D 3385-03, Standard Test Method for Infiltration Rate of Soils in Field Using a Double-Ring Infiltrometer
        ii. ASTM 2002 Volume 4.09, Soil and Rock (II): Designation D 5093-90, Standard Method of Field Measurement of Infiltration Rate Using a Double-Ring Infiltrometer with a Sealed-Inner Ring
    b. Percolation tests – estimate for vertical movement of water through the bottom and sides of the test area

c. Encased falling head permeability test – estimate for vertical movement of water through the bottom of the test area

d. Guelph permeameter

e. Constant head permeameter (Amoozemeter)

2. When using test pits, a minimum of 2 infiltration tests are required per test pit.

3. Soil Borings

a. The use of soil borings to determine infiltration rates is discouraged. If soil borings are used in lieu of test pits, a safety factor of 2 is applied to the final K_{sat} value. This is due to the limited sample and the inability to test in-situ soil characteristics when preforming a soil boring.

Note: Other tests selected by the design engineer that can accurately represent the in-situ infiltration rate may be used at the discretion of this office.

The following infiltration (K_{sat}) values shall be used to determine the appropriate design methods for infiltration BMPs:

K_{sat} Values	
Ksat ≥ 0.50 in/hr	No supplemental measures are required for Infiltration BMPs to provide the infiltration volume
0.50 in/hr≥ Ksat ≥ 0.24 in/hr	Install supplemental measures, which may include subsoil amendment, or an underdrain placed at the top of the storage bed layer to ensure dewatering in the event underlying soils fail to provide adequate drawdown or dewatering time. If underdrains are selected, design shall allow stormwater to percolate through the soils first, with the underdrain serving as a secondary outlet, by placing the underdrain in the upper level of the BMP, with pipe perforations located along the underdrain invert.
Ksat ≤ 0.24 in/hr	***Soils are not suitable for infiltration. Alternative volume reducing LID practices must be used to the MEP to reduce stormwater volume.***

BMP Volume Calculations

The most practical way to reduce stormwater runoff is to incorporate infiltration based structural BMPs. Infiltration based BMPs include bioretention basin/rain garden, vegetated bioswales, porous pavement, infiltration basins, subsurface infiltration beds, dry wells, and infiltration trenches. These BMPs share the common feature of storing stormwater on the surface or in a subsurface matrix and allowing the water infiltrate over a period of 24 to 48 hours depending on the BMP. For BMPs that incorporate vegetation, stormwater runoff is also reduced through evapotranspiration. Other structural BMPs, such as vegetated roofs and water harvesting / reuse systems can also provide volume reduction and be used to meet the Channel Protection Volume Requirement (V_{CP-R}) The basic calculations for the V_{CP-R} achieved for BMPs are as follows:

Bioretention Basin/Rain Garden

The Infiltration Area is the average area of a Bioretention Basin or Rain Garden is defined as:

Eq. III-10	$A_t = \frac{A_1 + A_2}{2}$
A_t =	Average infiltration area in square feet
A_1 =	Area of bioretention at ponding depth in square feet
A_2 =	Bottom bioretention surface area in square feet

Volume Calculations

The storage volume of a Bioretention Basin or Rain Garden is defined as the sum of surface storage, subsurface void space within the engineered soil media and/or stone layer, and the infiltration volume occurring during a six-hour period. The infiltration volume is calculated using the in-situ infiltration rate of the underlying soils.

Eq. III-11	$V_{ss} = A_t \; x \; H$
V_{ss} =	Surface storage volume in cubic feet
A_t =	Average infiltration area in square feet
H =	Maximum BMP ponding depth in feet

Eq. III-12	$V_{subsurface} = (h_{soil} \; x \; e_{soil} + h_{stone} \; x \; e_{stone}) \; x \; SA$
$V_{subsurface}$ =	Storage volume in the soil and/or stone layer in cubic feet
h_{soil} =	Engineered soil depth in feet
h_{stone} =	Stone depth in feet (if stone is present)
SA =	Bottom surface area in square feet
e_{soil} =	Void ratio of engineered soil (unitless)
e_{stone} =	Void ratio of stone (unitless) (if stone is present)

Eq. III-13	$V_i = \frac{K_{sat} \; x \; S_f \; x \; 6 \; x \; A_t}{12in}$
V_i =	Infiltration volume in cubic feet during a six hour period
K_{sat} =	Infiltration rate in inches/hour
S_f =	K_{sat} safety factor
A_t =	Average infiltration area in square feet

Eq. III-14	$V_{tbr} = V_{ss} + V_{subsurface} + V_i$
V_{tbr} =	Total bioretention volume in cubic feet
V_{ss} =	Surface storage volume in cubic feet
$V_{subsurface}$ =	Storage volume in the soil and/or stone layer in cubic feet
V_i =	Infiltration volume in cubic feet

Bioswale

Bioswales are linear bioretention basins that convey stormwater in addition to providing infiltration. If check dams are utilized within the bioswale, the volume behind each check dam can be estimated from the following:

The infiltration volume for Bioswales can be calculated using the Bioretention/Rain Garden equations. (EQ 10 through 14)

Eq. III-15	$V_t = 0.5\ x\ L_{swale}\ x\ H_{swale}\ x\ \frac{W_t + W_b}{2}$
V_t =	Storage volume in cubic feet
L_{swale} =	Length of swale in feet
H_{swale} =	Depth of swale check dam in feet
W_t =	Top width of swale check dam in feet
W_b =	Bottom width of swale check dam in feet

Infiltration Basin/Trench

Infiltration area and volume calculations are the same as for Bioretention BMPs.

Porous Pavement

The infiltration area and volume calculations are the same as bioretention BMPs. However, the reservoir layer is the layer of open-graded stone beneath the pavement layer and there is no surface storage. Use Eq. 16 to calculate the volume in the stone using H as the thickness of the open-graded stone below the pavement. For the infiltration volume (V_i see above Eq. 15).

Eq. III-15	$V_t = 0.5\ x\ L_{swale}\ x\ H_{swale}\ x\ \frac{W_t + W_b}{2}$
V_t =	Storage volume in cubic feet
L_{swale} =	Length of swale in feet
H_{swale} =	Depth of swale check dam in feet
W_t =	Top width of swale check dam in feet
W_b =	Bottom width of swale check dam in feet

Eq. III-16	$V_{tpp} = V_{stone} + V_i$
V_{tpp} =	Total pervious pavement volume in cubic feet
V_{stone} =	Stone storage volume in cubic feet
V_i =	Infiltration volume in cubic feet

Vegetated Roofs

Vegetated roofs, also known as green roofs or living roofs, are very effective as reducing rooftop runoff from small to medium sized storm events. Vegetated roofs reduce volume by intercepting rainfall in a layer of growing media and/or in a retention layer. The water is then evapotranspirated back into the atmosphere. Volume reduction credit for a vegetated roofing system will be evaluated on a case-by-case basis since most vegetated roofing systems are proprietary.

Water Reuse

Water reuse consists of storage vessels, such as cisterns, which store a specified volume of stormwater runoff and release (reuse) the runoff volume for onsite irrigation or internal uses such as industrial water or sanitary systems. The total aggregate storage volume credit shall be equal to the total storage volume of all storage vessels identified in the site plan that also include a documented reuse plan. The reuse plan demonstrates how the stored water will be used in between rain events such that the storage vessels are ready to receive stormwater runoff from the next rainfall event.

The consideration of other volume reducing BMP's will be evaluated by OCWRC on a case-by-case basis.

Part D: Water Quality Control

All detention and retention basins shall have a sediment forebay, manufactured treatment system, or BMPs upstream to treat the water quality volume entering the flood control basin. Water quality devices must be installed to treat all incoming flow into the basin. If there is no stormwater detention requirement, water quality treatment is still required to reduce Total Suspended Solids (TSS) concentrations to a maximum of 80 mg/L, or a 80% TSS removal before discharging from a site.

Water quality treatment is automatically achieved if Channel Protection Volume Control requirements are met.

The Water Quality Volume can be calculated as follows

Eq. III-17	$V_{wq} = 3{,}630 \times C \times A$
V_{wq} =	Water Quality volume in cubic feet
C =	Composite runoff coefficient
A =	Contributing area in acres

The Water Quality Rate is used to design Manufactured Stormwater Treatment Systems and can be calculated using the following equation:

Eq. III-18	$Q_{wq} = C \times A \times \frac{30.20}{(Tc + 9.17)^{0.81}}$
Q_{wq} =	Water Quality rate in cubic feet per second
C =	Composite runoff coefficient
A =	Contributing area in acres
Tc =	Time of concentration in minutes

Manufactured Stormwater Treatment Systems

Manufactured stormwater treatment systems (MSTS) are used to remove sediment and other particulate matter from stormwater runoff. However, they are not to be used for soil erosion control during construction. The following are requirements for manufactured treatment systems:

1. MSTS must be installed upstream of the stormwater detention system. If the site is not required to provide stormwater detention, a manufactured treatment system must be installed upstream of the connection to the receiving system.
2. The MSTS shall be designed off-line to allow continuance of flow in the event the manufactured treatment system becomes obstructed.
3. Calculations for sizing mechanical treatment devices shall be based on the following:
   a. The 1-year peak flow rain event (2.07" rainfall) using the Modified Rational Method as shown in Eq. III-3.
   b. Site specific time of concentration (T_c) and associated rainfall intensity (I)
   c. The area shall include all post-developed, disturbed areas contributing to the MSTS.
   d. Tributary areas to volume reducing BMPs, located within the overall contributing drainage area to the manufactured treatment system, may be subtracted from the manufactured treatment system's contributing drainage area for design purposes.
4. The MSTS shall conform to the standards set forth and certified by the New Jersey Department of Environmental Protection (NJDEP) for manufactured treatment systems, as defined at http://www.njstormwater.org/treatment.html, including offline use, manhole diameter size, and custom or multiple units.
5. The NJDEP certified treatment flow rate (cfs) for a manufacturer and model shall be higher than the calculated peak discharge for a particular site and documentation of how the MSTS meets the WRC water quality control standards shall be submitted.
6. Please refer to WRC construction specifications for approved manufacturers of manufactured treatment systems installed on County Drains.

When using manufactured treatment systems, Extended Detention is still required for rate control.

Forebay Design

The purpose of the forebay is to capture and collect silt, trash and debris into one area, and prevent sediment buildup in the main flood control basin., The forebay shall be a separate basin, which can be formed within the flood control basin by constructing a separation with an earthen berm, concrete retaining wall or other divider.

The required forebay volume (V_F) is the based on the 0.15-inch rainfall using the Modified Rational Method (Eq. III-3). Please note that the design criteria below is for the permanent forebay and not for a sediment forebay used for soil erosion control during construction.

The volume of the forebay may be credited towards the total stormwater detention volume for the site.

Eq. III-19	$V_F = 545\ x\ C\ x\ A$
V_F =	Forebay volume in cubic feet
C =	Composite runoff coefficient
A =	Contributing area in acres

When calculating the volume of an irregularly shaped basin or forebay the WRC's office will use Eq. III-20 for calculating the volume of a frustum of a circular cone. The procedure consists of determining the volumes of successive layers of frustums, and then summing these volumes to obtain the total volume of the basin.

Eq. III-20	$V = \frac{H_1}{3}(A_1 + A_2 + (A_1\ x\ A_2)^{\frac{1}{2}}$
V =	Forebay volume in cubic feet
H_1 =	Difference in depth between two successive depth contours feet
A_1 =	Area of the basin within the outer depth contour being considered in square feet
A_2 =	Area of the basin within the inner depth contour being considered in square feet

1. The forebay shall be designed to dewater using the same number of orifices required for the extended detention volume.
2. A permanent standpipe with gravel filter is required for the forebay outlet control structure.
3. The forebay should have a sump at a minimum of 2 feet below the outlet to capture sediment and prevent resuspension of sediment. The bottom of the basin should slope toward the sump area to capture the sediment.
4. The forebay should also have a fixed sediment depth marker to measure the amount of sediment that has accumulated. The sediment should be removed when half of the sediment storage capacity has filled in.
5. The forebay is designed with the same general considerations given to Detention Basins. See Part G: Detention & Flood Control Facilities

Part E: Channel Protection Rate Control: Extended Detention

A portion of the flood control storage volume is designated the Extended Detention Volume (V_{ED}). The V_{ED} is intended to control approximately a 2-year rate (1.90" rainfall) to the MEP to protect channels from erosive release rates. Extended Detention also meets the Water Quality requirement. The V_{ED} is designed to release over a period of 48-hours to the MEP. The V_{ED} is calculated as follows:

Eq. III-21	$V_{ED} = 6{,}897\ x\ C\ x\ A$
V_{ED} =	Extended detention volume in cubic feet
C =	Composite runoff coefficient
A =	Contributing area in acres
Eq. III-22	$H_{ED} = \frac{V_{ED}}{4{,}666 \times \sqrt{h_{ED}}}$
H_{ED} =	Number of 1" holes needed to control the extended detention release rate
h_{ED} =	Total head on the orifices in feet

Note: This formula is used for 1" circular holes only.

Part F: Detention & Flood Control Facilities

On-site detention of stormwater runoff is required for sites as outlined in Section I. Cases where the outlet or community allows for the undetained stormwater discharge will be evaluated on a case-by-case basis. However, Water Quality and Channel Protection Volume and Extended Detention Rate Control requirements will still apply.

General Detention System Design Requirements

The required 100-year detention volume (V_{100D}) is calculated based on the following:

1. The peak 100-year inflow (Q_{100IN}) from a particular site based on:
   a. The 100-year rain event using the Modified Rational Method (Eq. III-3).
   b. Site specific time of concentration (T_c).
   c. The area shall include all post-developed, on site, areas contributing to the detention system.

Eq. III-23	$Q_{100IN} = C\ x\ I_{100}\ x\ A$
Q_{100IN} =	100-year post-development peak inflow rate in cubic feet per second
C =	Composite runoff coefficient
I_{100} =	100-year rainfall intensity
A =	Contributing area in acres

Eq. III-24	$I_{100} = \frac{83.3}{(T_c + 9.17)^{0.81}}$
I_{100} =	100-year rainfall intensity
T_C =	Site-specific time of concentration for the development in minutes

The peak allowable 100-year discharge (Q_{100P}) is the lesser of:

1. The restricted rate for the drain (ft^3/Acre)
2. The prorated share of the drain's capacity (ft^3/Acre)
3. The Variable Release Rate (Q_{VRR}) (ft^3/Acre)

Eq. III-25	$Q_{VRR} = 1.1055 - 0.206\ x \ln(A)$
Q_{VRR} =	Allowable release rate in cfs/acre (Max 1.0 ft^3/acre)
A =	Contributing area in acres

Note: The discharge rates are in ft^3/acre, for Q_{100P} multiply by A.

The modified TR-55 storage curve is used to calculate the storage curve factor (R).

Eq. III-26	$R = 0.206 - 0.15\ x \ln\left(\frac{Q_{100P}}{Q_{100IN}}\right)$
R =	Storage curve factor
Q_{100P} =	100-year post-development peak discharge flow rate in cfs
Q_{100IN} =	100-year post-development peak inflow rate in cfs

The total volume from the 100-year storm is based on Eq. 27:

Eq. III-27	$V_{100R} = 18{,}985\ x\ C\ x\ A$
V_{100R} =	Post-development 100-year runoff volume in cubic feet
C =	Composite runoff coefficient
A =	Contributing area in acres

Note: $\frac{5.23in}{12in} 1\ ft\ x\ 43{,}560\ \frac{sf}{acre} = 18{,}985\ (rounded)$

The required 100-year detention volume V_{100D} is:

Eq. III-28	$V_{100D} = V_{100R}\ x\ R - V_{cp-p}$
V_{100D} =	100-year detention volume in cubic feet
V_{100R} =	100-year runoff volume in cubic feet based on Eq. III-27
R =	Storage curve factor

Note: The Volume of Extended Detention (V_{ED}) and Forebay Volume (V_F) are counted toward the V_{100D} requirement.

General Detention Basin Requirements

1. Detention volume on a basin is defined as the volume of detention provided above the invert of the outflow pipe and calculated using Eq. III-28. Other calculation methods may be used subject to pre-approval, on a case-by-case basis.
2. Any volume provided below the invert of the outflow pipe is considered as a permanent pool of water and is not included as storage volume.
3. An irregular basin shape is preferred with flow entering the basin being evenly distributed to minimize stagnant zones. The distance between the inlet and the outlet should be maximized to obtain the greatest flow distance during periods of low flow.
4. Basin side slopes may not exceed 1 foot vertical to 6 feet horizontal for a wet basin or basins with a permanent water feature, and 1 foot vertical to 4 feet horizontal for a dry basin unless fencing is provided. Additional fencing will be required as needed, depending upon basin depth, depth of permanent pool, etc. Requirements regarding fencing will be evaluated on a case-by-case basis.
5. One foot of freeboard shall be provided above the 100-year stormwater elevation. A vertical distance of 0.50' shall be provided between the 100-year storage elevation and the emergency overflow spillway.
6. A primary overflow structure (standpipe or overflow manhole) shall be provided with its rim set at the 100-year storm elevation.
7. All basins must be permanently stabilized to prevent erosion.
8. Adequate, unrestricted maintenance access from a public or private right of-way to the detention system must be provided. The access must be on a slope of 6:1 or less, designed to withstand H25 loading, and will provide direct access to the detention or retention facility, forebay, control structure, and outlet.
9. Detention basins constructed by building up on existing grade must have compacted berms with a clay core keyed into native soils.
10. For dry basins, the use of swales or berms, on the bottom of the basin, is required to provide positive flow to the outlet.
11. In-line detention basins are strongly discouraged and are prohibited on watercourses having an upstream watershed greater than 2 square miles or on a County Drain. In-line basins are also prohibited if the waterway to be impounded traverses any area outside of the proposed development.
12. It is recommended that a permanent buffer strip of natural vegetation extending at least 15 feet in width beyond the freeboard elevation be maintained or restored around the perimeter of all stormwater storage facilities. No lawn care chemicals should be applied within the buffer area. This requirement should be cited in the Subdivision Restrictions, Maintenance Agreement and/or Master Deed documents.
13. Basin designs must include a landscaping plan that incorporates plant species native to the local region and indicates how aquatic and terrestrial areas will be vegetated, stabilized and maintained. It is

recommended that native wetland plants shall be used in the retention/detention facility design, either along the aquatic bench, fringe wetlands, safety shelf and side slopes, or within the shallow areas of the pools.

Detention System Outlet and Overflow Structure Design

All detention systems must have a method of dewatering to the proposed bottom of storage. The use of an outlet control structure with internal weir or orifices appropriately sized to restrict the discharge rate to Q_{100P} and Q_{ED} is required. When checking the outlet rate the standard orifice equation (Eq. III-29) will be used:

Eq. III-29	$Q_p = C_O \; x \; A_O \; x \; \sqrt{2 \; x \; g \; x \; h}$
Q_P =	Allowable outflow in cubic feet per second
C_O =	Orifice coefficient (0.62 if standard opening)
A_O =	Orifice area in square feet
g =	Gravity constant (32.2 ft/s^2)
h =	Total head on orifice in feet

For outlet control sizing, the minimum orifice size is 3" without clogging protection. If a 3" diameter orifice permits discharge in excess of the allowable outflow, then a different restricted outlet design will be required, such as a weir or standpipe with stone filter. The minimum orifice size for standpipe design is 1" diameter.

The following equations will be used to check weir design:

Eq. III-30	$Q_{weir} = 3.33 \; x \; L_{weir} \; x \; h_{weir}{}^{3/2}$
Q_{weir} =	Discharge over the weir in cubic feet per second
L_{weir} =	Length of weir crest in feet
H_{weir} =	Head above the weir crest in feet

Eq. III-31	$Q_{weir} = 2.5 \; x \; h_{weir}{}^{5/2}$
Q_{weir} =	Discharge over the weir in cubic feet per second
H_{weir} =	Head above the weir notch bottom in feet

Eq. III-32	$Q_{weir} = 3.33\ x\ L_{weir}\ x\ h_{weir}^{3/2}$
Q_{weir} =	Discharge over the weir in cubic feet per second
L_{weir} =	Length of weir crest in feet
H_{weir} =	Head above the weir crest in feet

Eq. III-33	$Q_{weir} = 3.367\ x\ L_{weir}\ x\ h_{weir}^{3/2}$
Q_{weir} =	Discharge over the weir in cubic feet per second
L_{weir} =	Length of weir crest in feet
H_{weir} =	Head above the weir crest in feet

Michael R. Lindeburg, P.E., Civil Engineering Reference Manual, Professional Publications, Inc., CA, 1999

1. The outlet pipe or drainage path must be designed to carry the flow from all on-site and off-site contributing drainage areas.
2. A cut-off collar or anti-seep diaphragm may be required to be installed around the outlet pipe within the bank of the basin, depending on the depth of storage in the basin.
3. All detention basins must have an overflow structure located at the design 100-year (V_{100D}) storage elevation. This structure will route the stormwater past the restrictor in emergency situations. The overflow must have the capacity to pass the 10-year on-site flow plus the off-site tributary flow. The overflow structure shall have a bar screen or trash hood.
4. All detention basins must also have an emergency overflow structure or spillway. The emergency overflow invert shall be set at the 100-year elevation plus 0.5 ft and be sized to convey the 100-year peak detention pond inflow rate plus the offsite tributary flow.
5. Calculations supporting the primary and secondary emergency overflow hydraulic capacities shall be submitted for review. An adequate flow path for detention system overflow (including easements, if necessary) shall be detailed in the site plan.
6. Use of a pumped outlet is discouraged. However, if no feasible gravity outlet is available, stormwater pump stations with emergency backup generators may be used.
7. For storm drain systems being established as Chapter 18 Drains, the restrictive orifice outlet must be grouted inside a minimum 12” diameter pipe located downstream of the Extended Detention standpipe. The restrictor must be sized for the on-site flow that is tributary to the basin. The basin overflow structure shall be sized to pass the on-site flow and the off-site tributary flow. Please see Section IV Chapter 18 Drains, for additional design requirements.

Underground Detention Facilities

1. Underground detention facilities may be allowed on sites where traditional stormwater management measures are not feasible. Each site will be evaluated on an individual basis.
2. Complete details, calculations and specifications must be submitted for the facility. The underground facility must comply with all standards imposed on traditional facilities; including, but not limited to, a restricted outlet, overflow structure, overflow route, and a perpetual maintenance plan.
3. Due to the difficulty of removing silt and sediment from the aggregate, the void space of the aggregate bedding and backfill around the underground detention facilities will not be considered as detention volume.
4. Underground detention facilities are prohibited in developments where the storm water detention facilities are under the jurisdiction of this office.

Utilizing Wetlands, Waterbodies and Natural Low Areas as an Ultimate Outlet

1. Prior to approval of any proposed plan to use existing wetlands or waterbodies for detention purposes, permits from the appropriate state and local agencies must be obtained. Proof of such permits must be submitted.
2. Calculations must be submitted that indicate the stage rise of the wetland or waterbody due to the developed runoff. Each site is entitled to their pro-rata share of the capacity of the wetlands.
3. A freeboard elevation must be established at one foot above the calculated stage rise.
4. The stage rise should be calculated from the ordinary high-water elevation.
5. There shall no direct discharge of stormwater to wetlands. The discharge must be routed through an upstream forebay or mechanical treatment device, followed by a level spreader or rip rap, on the wetland fringe, prior to discharging to the wetlands.
6. A natural buffer strip is required around the perimeter. A drainage easement that encompasses the entire area on site, including freeboard and buffer strip, will be required. In addition, off site easements may be necessary due to the increase in impoundment height.
7. The character of the wetlands must not be altered by the addition of the storm water. A control structure must be constructed at the outflow of the wetland area to release stormwater at a restricted rate as determined by these rules. The wetland must return to its normal water level within 48 hours.
8. Stormwater runoff directed to natural low areas will be considered the same as retention. The area must have the capacity to hold two consecutive 100-yr storm events and have a designated overflow route. Each site adjacent to the wetlands is entitled to their pro-rata share of the capacity of the depression for the land area tributary to it. A drainage easement that includes the entire area, including off-site properties, encompassing the freeboard elevation will be required.

Retention Basin Design

A “no-outlet” retention basin is only permissible subject to certain conditions that include, but are not limited to, the following:

1. There is no other available positive outlet for the stormwater runoff from the property. Every effort should be made to provide a means to de-water the basin, including a pump outlet and possible downstream improvements.
2. The Volume of the Retention Basin is calculated as follows:

Eq. III-34	$V_{RB} = (18{,}985\ x\ C\ x\ A\ x\ 2) - V_C$
V_{RB} =	Total retention basin volume in cubic feet
C =	Composite runoff coefficient
A =	Contributing area in acres
V_c =	Volume of 100% BMP Credit in cubic feet

3. The permeability of the soils shall follow all requirements set forth for large BMPs with the exception of the following:
   a. The Basin shall be able to dewater a 100-year storm (V_{100R}) within 72 hours based on the infiltration rates.
   b. When calculating the volume of storage, no credit will be given for infiltration volume within the basin. However, infiltration volume from upstream BMPs may be credited towards the total retention volume required.
4. An infiltration trench is not considered an acceptable substitution for permeable soils.
5. The general requirements for retention basins shall follow the requirements for detention basins.
6. An overflow route from the retention basin must be provided. Elevations of surrounding buildings, development or other features that would be impacted by a basin overflow must be indicated. The overflow route may not endanger any existing structures or features. Downstream drainage easements may be required for the overflow route.
7. The proprietor must submit a soil boring log taken within the basin bottom area to a depth of 25 feet below existing ground or 20 feet below proposed basin bottom elevation.
8. WRC reserves the right to require additional storage up to that required by two consecutive 100-year storm events based on the results of soils data or the overflow assessment.

Part G: Maintenance Requirements

An executed Stormwater Management Operations and Maintenance Agreement for the proposed stormwater system shall be submitted prior to this office granting final approval of the development. The WRC will not accept the responsibility for the maintenance of any stormwater system unless it is being constructed as part of a County Drain.

The maintenance plan must include the following:

1. The locations of all the stormwater system components, structures and BMPs
2. Specific maintenance requirements for the stormwater components including the required inspection cycle, personnel, training, inspection activities, and preventative maintenance required to ensure that the stormwater system functions properly.
3. The owner shall retain the services of a qualified individual, which may include a Licensed Professional Engineer, Certified Professional in Storm Water Quality (CPSWQ), NICET Certified Engineering Technologist in Stormwater and Wastewater System Inspection, or EGLE Certified Stormwater Operator (NPDES construction sites) to provide inspection and maintenance services.
4. A log of all inspections, maintenance activities and repairs are required. The log must provide, the date of activity, name of person performing activity and the description of activity performed.
5. Provisions for establishing and maintaining vegetation that is integral to the proper functioning of the stormwater system.
6. Identify the entity responsible for the maintenance and/or repair of the stormwater system, including modifying or reconstructing the system, if the system does not function as designed.
7. A schedule for implementing the activities necessary for proper functioning of the system.
8. A maintenance agreement must allow the local government the right to access, inspect, and maintain the stormwater system. The maintenance agreement shall allow the local community to complete the following:
    a. Inspect the structural or vegetative BMPs;
    b. Perform necessary maintenance or corrective actions neglected by the BMP owner
    c. Track the transfer of the operation and maintenance responsibility of the BMP in the event ownership of the property changes.
9. A copy of the Stormwater Management Operations and Maintenance Agreement or Memorandum of Stormwater Management Operations and Maintenance Agreement shall be recorded at the Register of Deeds.
10. A copy of the executed agreement of memorandum must be submitted prior to WRC's approval of the plans.
11. An example of the Agreement is included in the Appendix.

Part H: Drains Under the Jurisdiction of the Water Resources Commissioner

When a County Drain is the proposed outlet for a site's storm drainage system, the standards outlined herein regarding stormwater storage volume and allowable outflow must be followed. There may be cases where the existing outlet has limitations due to downstream conditions. In this situation, the discharge from the site will be restricted to conform to the governing downstream conditions. The allowable outflow from the proposed site will be limited to the pro-rata share of the capacity of the drain. The site's pro-rata equitable share of the outlet capacity should be calculated and shown on the construction plans.

There may also be cases where the outlet has already reached capacity. The burden is on the developer/proprietor to design and construct, at his expense, any necessary improvements to the downstream outlet. Such designs will be reviewed by the WRC office for adequacy.

Locations, easements and drainage service area boundaries for County Drains are available from the WRC Office. Permanent structures may not be constructed within the easement of a County Drain. This includes stormwater storage facilities or BMPs. All basins and BMPs must be located entirely outside of the County Drain permanent easement.

Easements

1. Prior to 1956, County Drain easements were not required by statute to be recorded with the County Clerk; it was legally sufficient to have them on file at the drain commissioner's office. Therefore, it is necessary to check the permanent records of the Water Resources Commissioner's Office to see if a drain easement is in existence on the subject property.
2. It may be necessary to record a new easement for that part of the County Drain that traverses the site. The existing easement may be abandoned in consideration for the granting of the new easement.
3. For open ditch drains, the easement must be at minimum, wide enough to include the extreme width of the open ditch drain plus 15' on each side measured from the top of bank. In addition, a vegetated buffer strip may be required. For enclosed drains, the easement must be a minimum of twenty (20) feet centered on the centerline of the pipe. However, larger pipe size, certain soil conditions, or depth of pipe may require larger easement widths.
4. The proposed easement must be submitted to this office for review. Upon completion of the project, the owner's engineer is required to provide the WRC Right-of-Way Department with an existing or "as-built" metes and bounds centerline description of the entire length of the drain through the referenced property. Upon submittal of the description, along with proof of property ownership, WRC Right-of-Way Department will prepare the necessary documents for execution by the owner(s).

5. This office must also be provided with one set of digital As-Built engineering drawings, cleaned of all background debris, showing plan, profile and the new easement of the drain.
6. Proposed County Drain easements shall be indicated on the plans as well as the mylar plat and shall be designated as 'permanent private easement for the "Name" (County) Drain'. In addition, the following note must be added to the mylar plat:
    a. The use of the word "private" does not limit in any way the scope of the easement granted to the "Name" (County) Drain Drainage District"

Drainage Service Areas (Districts)

1. A Drainage Service Area and Special Assessment District are each a legally established boundary for the area served by a County Drain. Drainage Service Areas do not always match the topographical area tributary to a County Drain. Drainage Service Areas shall not be violated when designing a drainage system.
2. Alterations to a Drainage Service Area and/or a Special Assessment District may be made by following the procedure established in the Drain Code. Approval must be granted by the Water Resources Commissioner or the Drainage Board.

Connections to County Drains

1. Taps to pipe and manholes shall be cored (sawed) wherever possible. If the tap cannot be cored, the proposed opening shall be star-drilled or cut with a concrete saw to establish a diameter prior to using a hammer to make the tap opening.
2. All taps shall be located to provide a minimum of one foot of manhole wall between tap openings.
3. Taps to manholes shall be pointed on the inside of the structure.
4. Taps shall be cut flush with the inside wall of the manhole and not protrude into the structure.
5. Depending on the location of the tap, manhole steps may need to be relocated at the applicant's expense.
6. No taps are allowed at a pipe joint.
7. Taps to open channel drains shall have a flared end section installed on a 42" minimum depth concrete footing. Taps 18" and larger to open channels shall have bar screens.
8. Riprap shall be installed at all outlets according to the Oakland County Water Resources Commissioner's Storm Drain Notes and Details Sheet. Riprap may consist of 8" to 15" diameter fragmented limestone or other suitable rock on a stone bedding underlain with geotextile fabric. Cobblestone, broken concrete or grouted riprap are not acceptable. Larger diameter outlets may require larger riprap as velocity and flow conditions dictate.
9. In areas where local ordinance requires sump pump leads to be connected into an enclosed system, these taps shall be made directly into storm sewer structures or into cleanouts.

10. Sump pump lines and connections shall not fall under the long-term operation and maintenance of the Water Resources Commissioner's Office and will not become part of an established County Drain. Maintenance of such lines will be the responsibility of the property owners and shall be so specified in subdivision restrictive covenants or condominium master deed agreements.

Crossing County Drains

1. A minimum clearance of 5 feet is required between open swale/ditch inverts and underground utilities unless special provisions are employed. Special provisions include encasement of utility lines in concrete or installation of the utility inside a steel casing when crossing under the open channel.
2. All bridges shall be designed to provide a 2-foot minimum flood stage freeboard to the underside of the bridge. The bridge footings shall be deep enough to be below the frost line and to allow a 5-foot channel deepening. Bridge footings and columns may not be located within the open channel.
3. A minimum clearance of 18 inches from the outside wall of an enclosed County Drain to any proposed utility or other underground crossing of the drain shall be provided.

Soil Erosion and Sediment Control

Soil erosion and sediment control devices shall be installed as required by the Water Resources Commissioner's "Erosion Control Manual" within municipalities where the Soil Erosion and Sedimentation Control Program is administered by WRC. The following points should be kept in mind when designing an erosion control plan for a site:

1. Areas within open drain rights-of-way, which have been cleaned, re-shaped or in any manner disturbed shall be seeded and mulched or otherwise vegetated.
2. The smallest practical area of raw land should be exposed at one time during development.
3. When raw land is exposed during development, the exposure should be kept to the shortest practical period of time.
4. Temporary vegetation and/or mulching should be used to protect critical areas exposed during development.
5. The permanent final vegetation and structures should be installed as soon as practicable in the development.
6. The development plan should be fitted to the topography and soil type so as to create the least erosion potential.
7. Wherever feasible, natural vegetation should be retained and protected.

   Proposed BMP locations should be protected at all times during construction to prevent sedimentation and compaction of soils that could lead to underperformance or failure of BMPs. This includes but is not limited to stabilizing surfaces adjacent to BMPs and installing temporarily erosion and sedimentation control structures at outlets to BMPs.

Part I: Assets Under Local Jurisdictions

For discharges into a non-county asset, some communities may have more restrictive standards than presented herein and those standards would supersede these standards. For all non-county assets, it is recommended that designers still consider the following when designing their stormwater management systems to local jurisdiction codes:

- Verify adequate outlet to community watercourses or pipes.
- Consider all potential hydraulic restrictions at outlet and assume full tailwater conditions when calculating release rates from basins and hydraulic grade line through the pipe network.
- Provide vertical separation (recommend two feet) between site stormwater design and receiving pipe or open watercourse.
- Verify the drainage area that will trigger a stormwater review (some communities might have a threshold lower than 1 acre).
- Determine whether the development is within a stormwater master planning area that could impact site specific standards for water quality and peak flow control.

Section IV – Chapter 18 Drains

The purpose of this standard is to guide the Owner/Developers of new developments within Oakland County communities which require drainage systems to be established as County Drains in accordance with the provisions of Section 433, Chapter 18 of the Public Acts of 1956, as amended, the Michigan Drain Code.

Plan requirements shall follow those identified in Section III for Subdivision Construction Plans with the following additions:

1. A plan and recommended schedule for the perpetual maintenance of the complete storm drainage system. Note that a Stormwater Management Operation and Maintenance Agreement is not required for Chapter 18 County Drains.
2. An access road shall be provided for all forebay and detention/retention facilities. The access road shall be designed to support heavy equipment (H25 loading).

Design of the Chapter 18 Drain shall follow the criteria set forth in Section III, WRC Specification Materials-Storm Drain, and WRC Drain Standard Detail Sheet, with the following additional requirements:

Pipe:

- 12” Minimum Pipe Size
- 10-Year Storm Design
- Hydraulic Grade Line in Pipe
- Velocity Less than 10 f.p.s.

Sump Pump:

- Serving More than One (1) Dwelling Unit 8” Minimum Size
- Minimum Size for House Leads is 4”
- All Connections to Storm Drains are Pre-manufactured
- Refer to WRC Drain Standard Detail Sheet

In areas where local ordinance requires sump pump leads to be connected into an enclosed system, these taps shall be made directly into storm sewer structures or into cleanouts.

Sump pump line connections shall not fall under the long-term operation and maintenance of the Water Resources Commissioner's Office and will not become a part of an established County Drain. Maintenance of such lines will be the responsibility of the property owners, and shall be so specified in the subdivision restrictions or condominium master deed agreements.

Stormwater Basins:

Please refer to the equations in Section III-General Detention System Design Requirements

Outflow from Basin

Outflow will be restricted per Section III. Downstream effects of storm water discharge will be the major consideration in sizing the outlet.

Outlets

Riprap shall be installed at all outlets according to the WRC Storm Drain Notes and Details Sheet. Riprap may consist of minimum 8" diameter to 15" diameter fragmented limestone or other suitable rock underlain with geotextile fabric. Cobblestone, broken concrete or grouted riprap is not acceptable. Larger diameter outlets may require larger riprap as velocity and flow conditions dictate.

A bar screen is required for all pipe outlets and inlets 18" diameter and larger.

Stormwater Treatment

1. Sediment forebays or manufactured stormwater treatment systems with external by-pass, and/or L.I.D. practices may be considered for stormwater treatment, but subject to OCWRC approval
2. The manufactured stormwater treatment system shall conform to the standards set forth and certified by the New Jersey Department of Environmental Protection (NJDEP) as listed at http://www.njstormwater.org/treatment.html, including offline use, manhole diameter size, and custom or multiple units.
3. The NJDEP Certified Treatment Flow rate (cfs) for a manufacturer and model shall be higher than the calculated peak discharge (qp) for a particular site.
4. Only the manufactured stormwater treatment systems specified in WRC specification Materials-Storm Drain are approved for County Drains.

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NOTE: All drainage systems will be evaluated on a case-by-case basis. Local conditions/ requirements/situations may cause exceptions to the above requirements, the published Design Criteria for Subdivisions, Standard Details or other rules which may apply.

Part B: Easement Requirements

The Developer and/or Land Owner shall provide to this office permanent easements for the proposed County Drain drainage facilities. Easement requirements vary with the type of site being developed. If the site is a platted subdivision, the easements must be shown on the final digital plat and the standard WRC easement language must be included in the Deed Restrictions. If the site is a condominium development, the easements must be shown on the "Exhibit B" drawings and the standard WRC easement language must be included in the Master Deed. A copy of the proposed Deed Restrictions/Master Deed must be submitted to this office for review. A recorded copy must be on file at this office prior to the final construction plan approval.

Easement requirements are as follows:

1. The minimum acceptable easement for a storm drain shall be 20 foot wide. Extreme depth and/or large pipe may require a wider easement.
2. The minimum acceptable easement for 8" diameter sump pump lines shall be 12 foot wide.
3. The minimum acceptable easement for a detention/retention basin shall be 12 feet from the high water elevation or at the one (1) foot freeboard elevation, but may not be less than 12 feet.
4. Language for Subdivision Plats (Must be on Final Digital):
5. Use of the word "private" does not limit in any way the scope of the easement granted to the Name (County) Drainage District.

WRC reserves the right to modify the easement requirements at its discretion.

Typical Easement for Subdivision

The following language shall be included in the deed restrictions for the subdivision:

. . . subject to a perpetual and permanent easement in favor of the Oakland County Water Resources Commissioner, the _____ Drainage District, a Michigan statutory public corporation as represented by the Oakland County Water Resources Commissioner (referred to as "grantee") and grantee's successors, assigns and transferees, in, over, under and through the property described on Exhibit A (or plat, liber, page) hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drain in any size form, shape or capacity;
2. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;

3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;
4. No owner in the subdivision shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;
5. The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;
6. It is understood that under Michigan law, the Drainage District is comprised of all of the owners of the subdivision and that any and all expenses, claims or damages in any way arising from or incident to the construction, operation and maintenance of the drain and easement will be assessed against the Drainage District.

The rights granted to the Oakland County Water Resources Commissioner, the _____ _____ Drainage District, and their successors and assigns, under Section _____of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Typical Easement for Condominium

The following language shall be included in the deed restrictions for the condominium complex:

> . . . subject to a perpetual and permanent easement in favor of the Oakland County Water Resources Commissioner, the _____ Drainage District, a Michigan statutory public corporation, as represented by the Oakland County Water Resources Commissioner (referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described on Exhibit A hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:
>
> 1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains or related appurtenances, in any size form, shape or capacity;
> 2. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
> 3. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement;
> 4. No owner in the condominium complex shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;

5. The grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access to, the easement property;
6. It is understood that under Michigan law, the Drainage District is comprised of all of the owners of the condominium complex and that any and all expenses, claims or damages in any way arising from or incident to the construction, operation and maintenance of the drain and easement will be assessed against the Drainage District.

The rights granted to the Oakland County Water Resources Commissioner, the _____ _____ Drainage District, and their successors and assigns, under Section _____ _____of this master deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

Part C: Request to Establish a County Drain

The Developer must first submit to this office one set of electronic construction plans and one digital copy, sealed by a Licensed Professional Engineer, for the proposed development along with a letter requesting that the development's drainage facilities be established as a County Drain. WRC's Engineering Design Standards for Storm Water Facilities and Standard Details for (County) Drains must be followed when designing the drain.

Submission of the following information is required:

a. Request to establish the _____ County Drain.
b. Engineer's certification of the adequacy of the drainage outlet.
c. Title work for the property being served by the Drain.
d. Names, titles, addresses or parties to execute the Drain Agreement.
e. Unified/Single property description with acreage, sidwell number(s) and a survey closure document.
f. Construction cost estimate for all drainage facilities.
g. All applicable fees and deposits.
h. Signed Deed Restrictions with County Drain language.
i. Maps and legal description of any right of ways or off site easements that may be necessary for drainage facilities.

Plan Submittal

Plan submittal must be in accordance with the regulations of the municipality where the development is located. It is the responsibility of the Developer to contact the municipality and confirm whether plans should be submitted directly to WRC or to the municipality first.

This office will review the construction plans and a determination will be made as to the adequacy of the design with respect to the Oakland County Water Resources Commissioner's requirements and to applicable laws and standards. If the local municipality has more stringent standards, then the municipality standards shall govern. Revisions to the plans or additional information may be requested at this time.

Final construction plan approval will not be granted until the Agreement is executed and all required documents and fees have been received. This office will issue a letter of construction approval with conditions. If the conditions as set forth in our construction plan approval letter are met, this office will then provide construction inspection of the drainage facilities. Construction of the storm drain system may not begin until the construction plans have been approved. After the construction plans have been approved, this office will process the final subdivision plat as set forth in the Subdivision Control Act of 1967, as amended.

In the case where the Chapter 18 Drain development will be a platted subdivision, the procedures for a preliminary and final plat must also be followed.

Agreement to Establish a County Drain

Upon approval of the construction plans by this office, the Developer and/or Land Owner of Record must enter into an agreement to establish the new County Drain or Branch Drain of an existing legally established County Drain. A district enlargement may also be necessary for the Branch Drain. The Developer and/or Land Owner must provide this office with a copy of the Title Policy or other proof of land ownership. A metes and bounds property description, with closure and Sidwell numbers, an estimate of the proposed construction cost of the drainage facilities, and the names, titles, addresses and companies of the people who will execute the Agreement shall also be submitted.

Once this office has received all of the above information, we will prepare an Agreement for signature by the involved parties. After the Agreement has been signed by all parties and notarized, the Water Resources Commissioner will have the Agreement recorded with the Oakland County Clerk's Office. The Agreement must be executed prior to construction plan final approval.

Engineer's Certification Outlet

Prior to approval of the construction plans, the Developer's Engineer must certify that the outlet for the proposed drain is adequate and will not cause detriment or diminution of the drainage services it now provides. An example of the Engineer's Certificate may be found in the Appendix.

Fee Schedule

Administrative Costs	1% but not less than $1,050.00	$	_____
Maintenance Fund	5% but not to exceed $2,500.00	$	_____
Inspection Deposit	To be calculated	$	_____
Contingency Deposit	10% of Drain construction estimate	$	_____

Note: Fees are based on percentage of storm drain system construction cost. All fees are in cash. Make checks payable to the Oakland County Water Resources Commissioner. Please indicate the name of the project or Drain on the check

Part D: Inspections

This office will provide full time construction inspection of the storm drain system. Drainage facilities constructed without appropriate inspection by this office or its designated representative may not be accepted by this office as a County Drain.

The Developer and/or Land Owner are responsible for the liabilities, operation and maintenance of the storm drainage system until it is accepted for service by the Water Resource Commissioner's Office.

This office or its designated representative will perform daily inspection of the storm drainage facility construction. This is to ensure that the storm drainage system is constructed according to the plans and specifications approved by this office.

This office will issue a series of construction inspection approvals at several milestones of the project, which will indicate that the contractors have successfully completed various phases of the construction.

WRC's Inspection Department must be notified **3 WORKING DAYS** prior to commencing construction and for all acceptance inspections.

Full time inspection is required for all aspects of storm drain construction.

The system must be constructed in accordance to the Oakland County Water Resources Commissioner's specifications.

All field changes must be **PRE-APPROVED** by the Oakland County Water Resources Commissioner prior to installation.

First Inspection

The purpose of the Construction Inspection approval is to release the underground contractor from responsibility of damage to the underground drainage system by others during future construction on this project site:

Requirements of the First Inspection:

a. All pipes and structures are to be free of dirt and debris.
b. Structures must be complete, plastered or pointed, channels, benches and castings in place.
c. All inlets and outlets must be completed with riprap in place.
d. All storm water detention/retention facilities and forebays must be constructed and stabilized.
e. All erosion control measures in place as well as a stated policy to maintain the soil erosion controls.
f. The storm drainage system must be completed and fully functional.

Second Inspection

The Second Inspection will be performed after the pavement has been completed. The purpose of the Second Inspection is to relieve the Pavement Contractor from responsibility for future damage to the storm drainage system.

Third Inspection

The purpose of the Third Inspection is to accept the drainage system for conditional maintenance and operation by the Oakland County Water Resources Commissioner and to relieve the Developer and/or Land Owner from the responsibility for maintenance of the storm drainage system.

The Developer and/or Land Owner are still responsible for the systems integrity until the completion of the final accounting and acceptance by the Oakland County Water Resources Commissioner.

All easements for the operation and maintenance of the County Drain including "Exhibit B" drawings, offsite drainage easements and recorded Deed Restrictions or a Master Deed with the appropriate drain easement language, along with As-Built plans for the Drain, must be submitted to this office and approved prior to this office scheduling the Third Inspection.

The Third Inspection will consist of a thorough and complete inspection of the entire storm drain system. A punch list of any outstanding construction items will be prepared and forwarded to the Developer and/or Developer's representative for resolution. Once these punch list items have been addressed and corrected, then a Third Inspection approval may be issued.

The Third Inspection can be scheduled after the following requirements have been met:

a. All disturbed areas have been re-vegetated and that the right of ways and all easements, detention basins, forebays and swales are sodded or vegetated with an approved plant material. All easement area vegetation must be established.
b. That the local governing body has no objections to the finalization of the project.
c. That there are no outstanding soil erosion issues and no history of poor soil erosion practices by the Developer and/or Land Owner.
d. All required documents and fees have been submitted and approved.

Final Acceptance

One year after conditional acceptance of the Drain for operation and maintenance, the Developer is allowed to request, in writing, that a final accounting be made by this office. The project will be reviewed by this office and our Inspection Unit will perform a final walk through inspection of the Drain if the following requirements have been met:

a. All conditions of the Agreement are satisfied.
b. The drain is functional and serviceable.
c. There are no outstanding liens or judgements against the storm drainage system.
d. A Developer's Declaration and Developer's affidavit are on file in this office.

If all the requirements have been met, a final accounting will be performed and a letter of final acceptance will be issued along with any remaining refundable deposits.

Please note that if the Developer fails to complete the requirements of the Agreement, the project will be declared abandoned, and the storm drainage system will not be maintained by the Oakland County Water Resources Commissioner's Office and all deposit moneys will be forfeited.

Part E: As-Built Drawings Requirements

Immediately following the completion of construction, the Developer and/or Land Owner shall furnish this office with a set of As-Built Drawings corrected to indicate as-built conditions. Upon approval of these drawings, the Developer and/or Land Owner shall submit one (1) set of reproducible drawings and one digital copy of the as-built construction drawings.

The following information shall be required on the as-built drawing and digital copy of the construction plan of the drain:

1. A Cover Sheet, which includes:
   a. Drain Name
   b. Location map with north arrow
   c. Drainage District (Property) legal description
   d. Storm sewer pipe manufacturer (type, class & joint)
   e. Manhole manufacturer
   f. Casting type and manufacturer
   g. Fitting type, class and manufacturer
2. A General Site/Utility Plan with boundary designation
3. A Grading Plan, which includes:
   a. Storm sewer as-built rim elevations
   b. As-built contours of all detention or retention basins and BMPs
   c. The location and permanent easement of all basin access drives
4. Plan and Profile views of all storm sewer 12” diameter and larger, which includes:
   a. As-built pipe length and slope
   b. As-built rim and invert elevations
   c. Show the sump pump lead locations on the plan view
   d. Road culverts with as-built information
   e. Top of pipe or invert elevation of the utility for all utility crossings. There should be a minimum of 18” clearance between the storm sewer and the utility.
   f. Note any special bedding, undercutting or piling extent and depth
   g. The term AB should follow all verifications.
5. A Drainage Area Map Sheet
6. Hydraulic calculations for storm sewer pipe and design calculations for all detention or retention basins, basin overflow structures and drainage swales. The as-built volume of all basins must be calculated.

The as-built plans must be submitted and approved prior to the third inspection being scheduled.

Appendices

Appendix A: Terms and Definitions

100-Year Storm: A rainfall depth that has a 1% chance of being exceeded in a given year.

10-year Storm: A rainfall depth that has a 10% chance of being exceeded in a given year.

1-year Storm: A rainfall depth that has a 100% chance of being exceeded in a given year.

90th Percentile Storm: A rainfall depth in which 90 percent of the rainfall events that produce runoff will be less than or equal to this depth.

Aquatic Bench or Safety Shelf: A bench, usually 4-feet to 5-feet wide, that is constructed around the inside perimeter of a permanent pool with depths that range from 0 inches to 12 inches. Typically vegetated with emergent plants, the bench augments pollutant removal, provides habitat, conceals trash, changes in water level, and enhances safety.

Bankfull Flow: A condition where flow completely fills the stream channel to the top of the bank. In undisturbed watersheds, this occurs on average every 1 to 2 years and controls the shape and form of natural channels.

Best Management Practice (BMP): Structural and non-structural practices and techniques that mitigate the adverse impacts caused by land development on water quality and/or water quantity.

1. **Buffer Strip:** A zone that is used for filtering direct stormwater and stormwater runoff into a stormwater management system and for providing maintenance access to a stormwater management system.
2. **Cistern:** Containers that store large quantities of stormwater above or below ground. They can be used on residential, commercial, and industrial sites.
3. **Dry well:** Small infiltration pits or trenches filled with aggregate that receive clean runoff primarily from rooftops.
4. **Green infrastructure (GI):** Management of wet weather flows using BMPs that use or mimic natural processes and result in improved water quality, evapotranspiration, or infiltration. This is a cost-effective, resilient approach to managing wet weather impacts that provides many community benefits, and reduces and treats stormwater at its source while delivering environmental, social, and economic benefits.
5. **Green Roof:** Conventional rooftops that include a thin covering of vegetation allowing the roof to function more like a vegetated surface. The layer thickness varies between 2-6 inches and consists of vegetation, waterproofing, insulation, fabrics, growth media, and other synthetic components.
6. **Pervious Pavement:** An infiltration technique that combines stormwater infiltration, storage, and structural pavement that consists of a permeable surface underlain by a storage reservoir.
7. **Planter Box:** A device containing trees and plants near streets and buildings constructed to prevent stormwater from directly draining into drainage systems.

8. **Pretreatment System:** A structure, feature, or appurtenance, or combination thereof, that is used as a component of a stormwater management system to remove incoming pollutants from stormwater.

9. **Riparian Buffer:** An area next to a stream, river, or lake that preserves water quality by filtering sediments and pollutants from stormwater before it enters the water body. It also protects banks from erosion, provides natural storage for flood waters, preserves open space, and provides habitat for wildlife. Development is often restricted or prohibited in this area. The buffers should be vegetated with herbaceous and woody native plants, or left in their natural state.

10. **Vegetated Filter Strip:** Uniformly graded vegetated surface located between pollutant source areas and downstream receiving waters.

11. **Vegetated Swale:** A conveyance, open to the atmosphere, consisting of a broad, shallow channel lined with vegetation to slow and filter stormwater runoff and promote infiltration. (Note: this swale has no in-soil storage)

12. **Bioretention:** A water quality practice that utilizes landscaping plantings and soil media to treat stormwater runoff by collecting it in shallow depressions before being absorbed by the soil and vegetation. There are three main types of bioretention.

    a. **Rain Garden:** A small, simple bioretention system associated with single family homes or small commercial development. This system has no regulated infiltration rate and as such only qualifies for the water quality requirement. However, as such this system does not require infiltration testing to construct or maintain.

    b. **Bioretention Basin:** A large bioretention system associated with commercial and industrial development. This system has water quality, volume reduction capabilities, and requires infiltration testing.

    c. **Bioretention swale:** A linear bioretention system associated with stormwater conveyance and Check Dams to slow, filter, and infiltrate the stormwater. This system has both water quality and volume reduction capabilities and requires infiltration testing.

CFS: Cubic feet per second.

Check Dam: A crushed rock or earthen structure used in vegetated swales to reduce water velocities, promote sediment deposition, and enhance infiltration.

Closed Conduit: An enclosed conveyance system designed to carry stormwater runoff such that the surface of the water is not exposed to the atmosphere, including without limitation, storm sewers, culverts, enclosed County drains, and pipes.

Construction Activity: A human-made activity, including without limitation, clearing, grading, excavating, construction and paving, that results in an earth change or disturbance in the existing cover or topography of land, including any modification or alteration of a site or the “footprint” of a building that results in an earth change or disturbance in the existing cover or topography of land.

Conveyance: Any structure or other means of safely conveying stormwater or stormwater runoff within a stormwater management system, including without limitation, a watercourse, closed conduit, culvert, or bridge.

County Drain: Drains established pursuant to the Michigan Drain Code of 1956, MCL 280.1 et seq., as amended, that are under the jurisdiction of the WRC.

Culvert: A structure, including supports, built to carry a feature over a surface water or watercourse, with a clear span of less than 20 feet measured along the center of the feature being carried.

Design Storm: The rainfall event used as the basis of design for stormwater drainage facilities.

Design Water Level: The water surface elevation in a detention system at which the storage volume in the system (above the permanent pool water level, if any) equals the required flood control storage volume.

Detention System: A component of a stormwater management system, either aboveground or belowground, that detains stormwater and stormwater runoff. Detention systems can be classified as follows:

1. **Dry Detention Basin:** A basin that remains dry except for short periods following rain storms or snow melt events.
2. **Extended Dry Detention Basin:** A dry detention basin that has been designed to increase the length of time that stormwater will be detained beyond the normal dewatering time of 24-48 hours.
3. **Wet Detention Basin:** A basin that contains a permanent pool of water that will effectively remove nutrients in addition to other pollutants.
4. **Extended Wet Detention Basin:** A wet detention basin that has been designed to increase the length of time that stormwater will be detained beyond the normal dewatering time of 24-48 hours.
5. **Regional Detention Basin:** A wet or dry detention basin that receives water from multiple sites as an alternative to storage on-site.
6. **Underground Detention System:** One or more underground pipes and/or other structures that are utilized as a detention system.
7. **Constructed Wetland:** An open detention basin that uses a variety of water depths and wetland plants to provide pollutant removal and provide temporary storage of stormwater runoff to prevent downstream flooding and the attenuation of runoff peaks.

Discharge: The flow rate of water passing through the outlet at a given time, usually expressed as cubic feet per second (CFS).

Disturbed Area: An area where human activity has removed or altered the natural vegetative soil cover and the soil is susceptible to erosion.

Drainage Area: The entire upstream land area from which stormwater runoff drains to a particular location, including any off-site drainage area.

Detention time: The time required for the gradual reduction in water level in a BMP due to the combined effect of infiltration, evaporation and discharge from the peak or storage to full dewatering to the lowest outlet elevation. (i.e. in a bioretention area this would include dewatering of the soil media)

Easement: A legal right, granted by a property owner to another entity, allowing that entity to make limited use of the property involved for a specific purpose. Easements are recorded on the title to the land and transfer with the sale of land.

Emergency Spillway: A channel constructed in the embankment of an open detention or retention basin that is used to control flows in excess of the overflow structure capacity to prevent erosion of the berm.

Floodplain: For a given flood event, that area of land adjoining a continuous watercourse that has been covered temporarily by water. This design standard, the term floodplain includes all physical floodplains weather or not they have been officially mapped by FEMA.

Flow Path: The distance that a parcel of water travels through a stormwater detention pond or wetland. It is defined as the distance between the inlet and outlet, divided by the average width. [defines the time of concentration calculation] – or just move it to the Tc definition.

Flow Restrictor: A structure, feature, or device in a detention system or pretreatment system that is used to restrict the discharge from the system for specified design storm(s).

Forebay: A small, separate storage area near the inlet to a detention basin, used to trap and settle incoming sediments before they can be delivered to the basin.

Freeboard: The vertical distance from the design water level to the top of the embankment of an open detention basin or retention basin.

French Drain: A subgrade drain consisting of a trench filled with aggregate to permit movement through the trench and into the soil. The trench may also contain perforated pipe to enhance the efficiency of the system. [reference in Underdrain definition]

Ground Water Table: The uppermost extent of naturally existing water beneath the earth's surface between saturated soil particles and rock that supplies wells and springs. At least two feet of separation is required between the normal ground water elevation and the bottom of the bioretention filter media.

Impervious Surface: A surface that prevents the infiltration of water into the ground such as all roofs, streets, sidewalks, driveways, parking lots, highly compacted soils, and gravel.

Infiltration Rate: The rate of infiltration (inches/hour) of in-situ soils at the base (subgrade) of a designed BMP, as determined by on-site soil evaluation certified by a Professional Engineer. Also referred to as Saturated Soil Conductivity (K_{sat}) or In-Situ Infiltration Rate.

Inlets: A stormwater collection structure designed to collect and convey surface water into the stormwater management system via a grated cover.

1. **Standard Inlet:** A stormwater collection structure designed to collect and convey surface water from a paved area into the stormwater management system. An Inlet is normally 2 feet in diameter, is

designed so that stormwater is collected via a grated cover and falls directly into the storm drain. (GIS Feature Class HydroDrainInlet, Subtype 1 Standard Inlet)

2. **Catch Basin:** A stormwater collection structure designed to collect and convey surface water from a paved area into the stormwater management system. A catch basin is normally 4 feet in diameter, is designed so that stormwater is collected via a grate cover and sediment falls to the bottom of the catch basin sump not directly into the storm drain. (GIS Feature Class HydroDrainInlet, Subtype 2 CatchBasin)
3. **Rear Yard Catch Basin:** A stormwater collection structure designed to collect and convey surface water from an unpaved area into the stormwater management system. A rear yard catch basin is normally 4 feet in diameter, is designed so that stormwater is collected via a grate cover and sediment falls to the bottom of the catch basin sump not directly into the storm drain. (GIS Feature Class HydroDrainInlet, Subtype 3 RearYardCatchBasin)
4. **Yard Inlet:** A stormwater collection structure designed to collect and convey surface water from an unpaved area into the stormwater management system. A yard inlet consists of a 2 ft. diameter manhole, is designed so that stormwater is collected via a grated cover and falls directly into the storm drain then into a water quality BMP. (GIS Feature Class HydroDrainInlet, Subtype 4 YardInlet)
5. **Leaching Basin:** A stormwater collection structure designed to collect and convey surface water into the soil subgrade. A leaching basin consists of a square or round structure with perforated sides and no base cookie, is designed so that stormwater is collected via a grated cover or delivered through a connecting storm drain and is filtered through stone and infiltrated the soil. (GIS Feature Class HydroDrainInlet, Subtype 5 LeachingBasin)

Level-Spreader: A device used to spread stormwater runoff uniformly over the ground surface as sheet flow to prevent concentrated, erosive flow from occurring, and to enhance infiltration.
Manhole: A stormwater structure designed to allow access into a closed conduit or other underground component of a stormwater management system. A manhole has a minimum diameter of 4 feet, is designed with a concrete flow channel at the bottom of the manhole and is fitted with a solid cover.
Manufactured Treatment Device: A pre-fabricated stormwater treatment structure utilizing settling, filtration, absorptive/adsorptive materials, vortex separation, vegetative components, and/or other appropriate technology to remove pollutants from stormwater runoff. The TSS removal rate for manufactured treatment devices must meet the NJDEP certification of the pollutant removal rates.

Municipal Separate Storm Sewer System (MS4): A system of conveyances that include, but are not limited to, catch basins, curbs, gutters, ditches, man-made channels, pipes, tunnels, and/or storm drains, and similar means of collecting or conveying runoff that do not connect with a wastewater collection system or treatment plant and instead discharge into Waters of the State.

Native Plants: Plant species that occurs naturally in the Southeast Michigan ecosystem, and habitat without direct or indirect human actions.

Natural Resources Conservation Service (NRCS): A federal agency of the United States Department of Agriculture (USDA) that works with farmers, ranchers, forest landowners, local and state governments, and other federal agencies to maintain healthy and productive working landscapes, and to protect our natural resources through conservation.

Natural Wetland: Michigan's wetland statute, Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, defines a wetland as "land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh." The definition applies to public and private lands regardless of zoning or ownership. Many wetland areas have only a high ground water table and standing water may not be visible. Types of wetlands include deciduous swamps, wet meadows, emergent marshes, conifer swamps, wet prairies, shrub-scrub swamps, fens, and bogs.

Non-point Source Pollution: Stormwater conveyed pollution that is not identifiable to one particular source, and is occurring at locations scattered throughout the drainage basin. Typical sources include erosion, agricultural activities, and runoff from urban lands.

Non-structural BMPs: Stormwater runoff treatment techniques that use natural measures to reduce pollution levels that do not involve the construction or installation of devices (e.g. management actions). [site BMPs]

Ordinary High Water Mark: The line between upland and bottomland which persists through successive changes in water level, below which the presence of water is so common or recurrent that the character of the soil and vegetation is markedly different from the upland.

Outlet Control Structure: A horizontal pipe or series of pipes or vertical riser pipe designed to gradually release stormwater from a pond over a 24 to 48-hour interval.

Overflow Structure: A structure designed to allow unrestricted discharge from a component of a stormwater management system when the water level exceeds the design water level. [cross reference with emergency overflow]

Peak Discharge or Flow Rate: The maximum instantaneous rate of flow during a storm, usually in reference to a specific design storm event.

Permanent Pool: A pool in a wet detention system that provides additional removal of pollutants through settling and biological uptake.

Pervious or Porous Pavement: Traditionally impervious surfaces designed to allow stormwater to be stored in a layer of open graded stone and then infiltrate into the ground. (Pervious Concrete, Pervious Asphalt, Pervious Pavers)

Plunge Pool: A small permanent pool located at either the inlet to, or outfall from a BMP. The primary purpose of the pool is to dissipate the velocity of stormwater runoff, but it can also provide some pre-treatment.

Ponding Area: In bioretention areas, the area where excess stormwater runoff is temporarily stored prior to infiltration into the ground.

Professional Engineer (PE): Only an engineer licensed in the State of Michigan may prepare, sign and seal, and submit engineering plans and drawings for approval. PEs must continuously demonstrate their competency and maintain and improve their skills by fulfilling the State of Michigan continuing education requirements.

Regulated Wetland: Any wetland protected by federal, state, and or local government regulation.

Rational Method Formula: A technique for estimating peak flow rates at a particular location within a stormwater management system, based on the rainfall intensity, watershed time of concentration, and a runoff coefficient. Q = ciA

Release Rate: The rate of discharge in volume per unit time from a detention facility [reference PEAK flow and differentiate between pre-vs post and prescribed rate]

Retention Basin: The holding of runoff in a basin without release except by means of evaporation, infiltration, or emergency bypass. Retention is discouraged under all circumstances unless there is no practical way to provide an outlet. Pre-treatment in the form of infiltration BMPs, sediment forebays, and mechanical separators is required for sediment removal.

Return Interval: A statistical term for the average time of expected interval that an event of some kind will equal or exceed given conditions (e.g., a stormwater flow that occurs every 2 years).

Riprap: A combination of large stone, cobbles, and boulders used to line watercourses, stabilize banks, reduce runoff velocities, or filter out sediment.

Riser: A vertical pipe extending from the bottom of a basin that is used to control the discharge rate from the basin for a specified design storm. When this is used for soil erosion control during construction it is considered temporary.

Runoff: The excess portion of precipitation that does not infiltrate into the ground, but "runs off" into streams, water bodies, and/or storm sewers.

Runoff Coefficient: The ratio of the amount of water that is NOT absorbed by the surface to the total amount of water that falls during a rainstorm [define and differentiate from percent impervious] – cross reference with rational method. State when it is used and when CN is used.

Saturated Soil Conductivity (K_{sat}): The rate of infiltration (inches/hour) of in-situ soils at the base (subgrade) of a designed BMP, as determined by on-site soil evaluation certified by a Professional Engineer. Also referred to as Infiltration Rate or In-Situ Infiltration Rate.

Sediment: Soil material that is transported from its site of origin by water. May be in the form of bed load, suspended or dissolved.

Sheet Flow: Runoff which flows over the ground surface as a thin, even layer, not concentrated in a channel. Maximum allowable sheet flow length is 100 feet.

Short Circuiting: The passage of runoff through a BMP in less than the theoretical or design detention time.

Soil Erosion: The increased loss of the land surface that occurs as a result of the wearing away of land by the action of wind, water, gravity, or a combination of wind, water, gravity or human activities.

Soil Group, Hydrologic: A classification of soils by the NRCS into four runoff potential groups. The groups range from "A Soils" which are very permeable and produce little runoff, to "D Soils" which are relatively impermeable and produce much more runoff.

Spillway: A depression in the embankment of a pond or basin, used to pass peak discharges in excess of the design storm.

Stabilization: The establishment of vegetation or the proper placement, grading, or covering of soil to ensure its resistance to soil erosion, sliding, or other earth movement.

Stormwater: Water resulting from precipitation, including without limitation rain, snow, snowmelt. Also referred to as "runoff".

Stormwater Management Plan: Ordinances, orders, rules, regulations, and other mechanisms that provide for the management of stormwater to prevent flooding and to ensure the restoration and/or protection of surface waters.

Stormwater Management System: Any structure, feature, or appurtenance subject to the Ordinance, or a rule promulgated pursuant to the Ordinance, that is designed to collect, detain, retain, treat, or convey stormwater runoff, including without limitation buffer strips, swales, gutters, catch basins, closed conduits, detention systems, pretreatment systems, wetlands, pavement, unpaved surfaces, structures, watercourses, or surface waters.

Stream: By MDEQ definition: "a river, creek, or surface waterway that may or may not be defined by Act 40, P.A. of 1956; has definite banks, a bed, and visible evidence of continued flow or continued occurrence of water, including the connecting water of the Great Lakes." Even if water flow is intermittent, it is classified as a stream.

Surcharge: A condition in which the water level in a storm drain rises above the crown of the conduit.

Surface Water: A body of water, including without limitation seasonal and intermittent waters, in which the surface of the water is exposed to the atmosphere, including without limitation lakes, open detention basins, forebays, watercourses, bioretention areas, retention basins, wetlands, and impoundments.

Tailwater: The depth of water at the downstream end of a culvert or crossing. [mention potential for tailwater to impact detention pond outlet]

Technical Infeasibility: Each site proposed for development is unique due to soils, land cover, topography, location, etc. Therefore, waivers or variances from certain provisions of these standards may be requested when it can be demonstrated that these standards are technically infeasible. In these situations, alternatives consistent with the overall intent of these standards must be proposed for consideration.

For projects where technical infeasibility exists, the design engineer must document and quantify that stormwater strategies, such as infiltration, evapotranspiration, and harvesting and water use have been used to the maximum extent technically feasible (METF) and that implementation of these methods are infeasible due to site constraints. The burden of proof of Technical Infeasibility lies with the design engineer. Documentation of technical infeasibility should include, but may not be limited to, engineering calculations, geological reports, hydrological analyses and site maps. A determination that the performance design goals cannot be achieved on the site should include analyses that rule out the use of an adequate combination of infiltration, evapotranspiration, and water use measures. Adequate

documentation must be submitted to WRC for review and final determination. Examples of site conditions that may prevent the application of stormwater BMP's to the METF includes:

1. The conditions on the site preclude the use of infiltration practices due to the presence of shallow bedrock, contaminated soils, high ground water or other factors, such as underground facilities, utilities or development location within a wellhead protection area.
2. The design of the site precludes the use of soil amendments, plantings of vegetation or other designs that can be used to infiltrate and evapotranspirate stormwater runoff.
3. Water harvesting and use are not practical or possible due to the volume of water used for irrigation, toilet flushing, industrial make-up water, wash-waters, etc. is insignificant to warrant the application of water harvesting and use systems.
4. Modifications to an existing building to manage stormwater are not feasible due to structural or plumbing constraints or other factors.
5. Sites where the site area is too small to accommodate adequate infiltration practices for the impervious area to be served. (Less than one acre)
6. Soils that cannot be sufficiently modified to provide reasonable infiltration rates.
7. Situation where site use is inconsistent with the capture and use of stormwater or other physical conditions on site that preclude the use of plants for evapotranspiration or bio-infiltration.
8. Retention and/or use of stormwater onsite or discharge of stormwater onsite by infiltration having an adverse effect on the site, gradient of surface or subsurface water, receiving watershed, or water body ecological processes.
9. Federal, state of local requirements or permit conditions that prohibit water collection or make it technically infeasible to apply LID practices.

Adapted from EPA Section 438 Technical Guidance December 2009.

Time of Concentration (T_C): The time duration (typically in minutes) that is required for stormwater runoff from the most remote area of the watershed to reach a given location in a stormwater management system.

Total Suspended Solids: Particles or other solid material suspended in stormwater or stormwater runoff. "Total suspended solids" is commonly expressed in concentration (mg/l).

Underdrain: One or more underground pipes installed beneath bioretention areas, terraced side slopes, or other structures to facilitate conveyance of stormwater runoff from beneath the structure to another part of the stormwater management system.

Upland Zone: The area within an open detention basin or retention basin between the bank full elevation to the 100- year flood elevation and beyond.

Watercourse: A natural or artificial channel for flowing water.

Watershed: The complete area or region of land draining into a single outlet, watercourse, surface water, or closed conduit that is separate from other watersheds by a divide.

Waters of the State (Michigan): Any groundwater, lakes, including the Great Lakes bordering the state, rivers, streams, and all other water courses and bodies of water within the jurisdiction of the state including wetlands.

Weir: A structure that extends across the width of a body of water, channel, watercourse, or closed conduit, and is used to impound, measure, or in some way alter the flow of water through the channel.

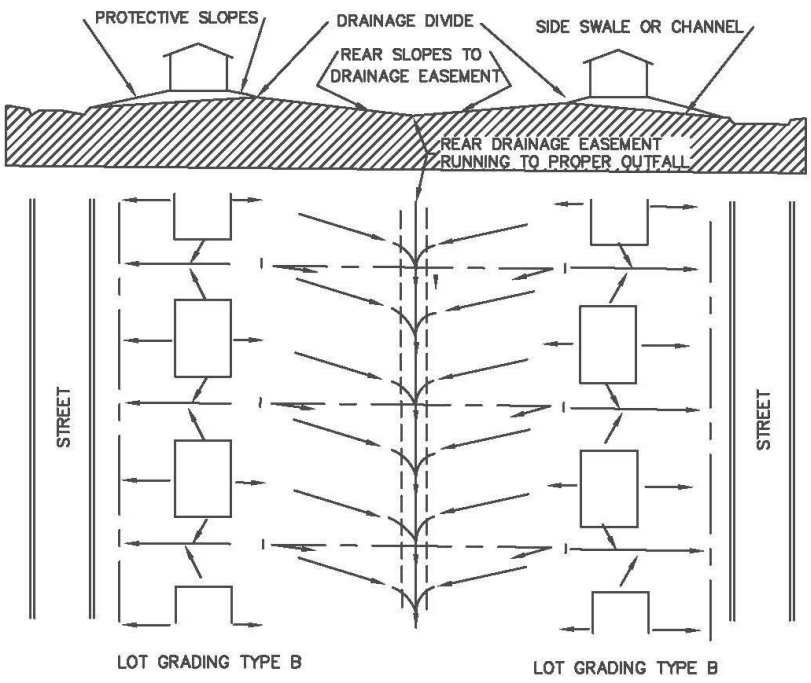
Wetland: An area that is saturated by surface or groundwater with vegetation adapted for life under those soil conditions, such as swamps, bogs, fens, marshes and estuaries.

Wetland Mitigation: A regulatory term that refers to the process of constructing new wetland acreage to compensate for the loss of natural wetlands during the development process. Mitigation seeks to replace structural and functional qualities of the natural wetland type that has been destroyed. Stormwater wetlands typically do not count for credit as mitigation, because their construction does not replicate all the ecosystem functions of a natural wetland.

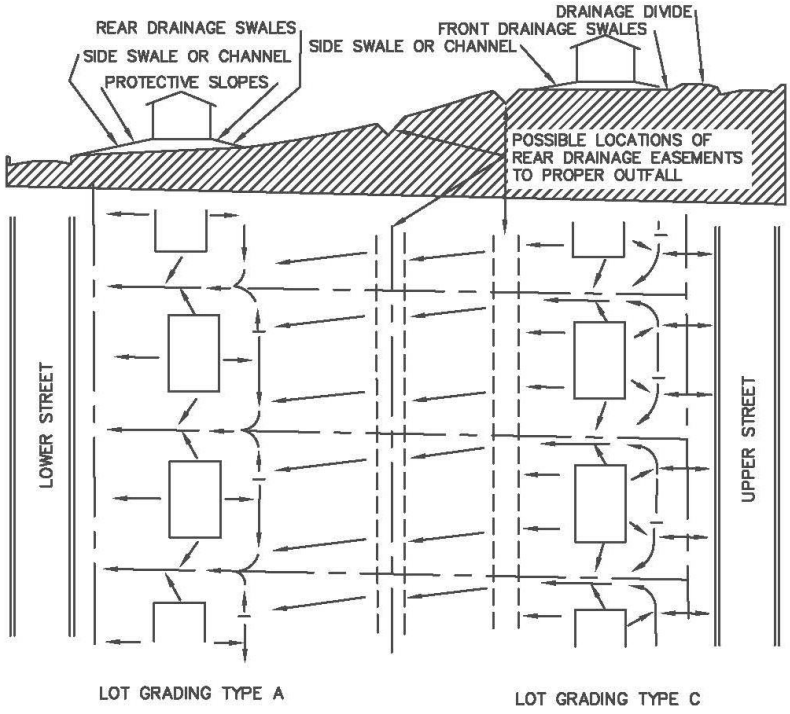
Appendix B: Lot Grading

The Oakland County Water Resources Commissioner will review the grading plan for sites that will be platted under Act 288 and a subdivision or site condominium included in the Chapter 18 Drain program. Positive drainage is required. Final lot grading inspection is under the jurisdiction of the local municipality. The minimum requirements are as follows:

1. The grading of the lot shall be such that surface runoff is directed away from homes and towards swales, ditches or drainage structures. Provision for drainage either by filling and grading or by providing some type of outlet shall be made for all areas within the proposed subdivision.
2. A proposed finished floor grade and proposed lot grading must be shown for each home or structure. A minimum of ½ foot of fall is required away from the home and between lots. Proposed grades may be indicated with spot grades or contours. A distinction between existing and proposed grades should be evident on the plans.
3. Where a walkout or daylight basement is proposed, sufficient grades should be shown at the location of the walkout to indicate positive drainage away from the walkout. Additional spot grades at the house corners and rear yard should be shown.
4. Where finished grades indicate a substantial amount of drainage across adjoining lots, a drainage swale of sufficient cross-section and slope shall be provided on the lot line to intercept this drainage.
5. Sufficient off-site topography must be shown to determine the extent of contributing runoff. Provisions must be made to accommodate the off-site contributing flow.
6. Lots that lie within a flood plain shall satisfy the EGLE and FEMA requirements for subdivisions within a flood plain. In no case will the filling of a lot be permitted if the flood plain is so restricted as to cause possible flooding or back up of the stream.



BLOCK GRADING TYPE 4: VALLEY ALONG REAR LOT LINES



BLOCK GRADING TYPE 3: STEEP CROSS SLOPE

Appendix C: Reference Materials

Site Plan Example 1

The example site is a proposed commercial development. Total development area of the site is 10.32 acres consisting of primarily HSG Type B soils under a mixture of impervious cover, turf grass, meadow and woods. Infiltration tests conducted on the site yielded an observed infiltration rate of 1 inch/hour. A minimum of one infiltration test per BMP location is required, but for this example, a single infiltration rate is applied. A mechanical separator or sediment forebay is not required given the use of infiltration BMPs for water quality treatment. The site has a 1% slope.

Area, A	10.32	acres
Proposed Impervious Acres	4.80	acres
Proposed Pervious Acres	5.52	acres
Infiltration Rate	1	in/hr
Runoff Coefficient, C	0.59	
100-yr peak intensity	6.31	in/hr

Infiltration Feasibility

Test pit infiltration tests were performed at the bottom of each proposed infiltration BMP and resulted in a 1 inch/hour infiltration rate for each BMP. No supplemental measures are required for infiltration BMPs at this site.

K_{sat} Values	
Ksat ≥ 0.50 in/hr	No supplemental measures are required for Infiltration BMPs to provide the infiltration volume
0.50 in/hr≥ Ksat ≥ 0.24 in/hr	Install supplemental measures, which may include subsoil amendment, or an underdrain placed at the top of the storage bed layer to ensure dewatering in the event underlying soils fail to provide adequate drawdown or dewatering time. If underdrains are selected, design shall allow stormwater to percolate through the soils first, with the underdrain serving as a secondary outlet, by placing the underdrain in the upper level of the BMP, with pipe perforations located along the underdrain invert.
Ksat ≤ 0.24 in/hr	***Soils are not suitable for infiltration. Alternative volume reducing LID practices must be used to the MEP to reduce stormwater volume.***

Land Use Summary

must be included on the COVER SHEET for all site plans

Pervious Area Land Use Data

Characteristic	Existing Conditions	Proposed Conditions
Total Development Area (ac)	10.32	10.32
Impervious Area (ac)	0	4.80
Total Pervious Area (ac)	10.32	5.52
Pervious Area Breakdown by Cover Type		
Meadow/fallow/natural areas (non-cultivated)	4.00 acres	0 acres
Predominant NRCS Soil Type (A, B, C, or D)	Type B	Type B
Improved areas (turf grass, landscape, row crops)	2.32 acres	5.05 acres
Predominant NRCS Soil Type (A, B, C, or D)	Type B	Type B
Wooded Areas	4.00 acres	0 acres
Predominant NRCS Soil Type (A, B, C, or D)	Type B	Type B
Proposed Pond Area (acres)		0.47
Required CPVC Volume (cubic feet)		28,733
Provided CPVC Volume (cubic feet)		***29,400***
Required ED Volume (cubic feet)		41,994
Provided ED Volume (cubic feet)		***42,000***

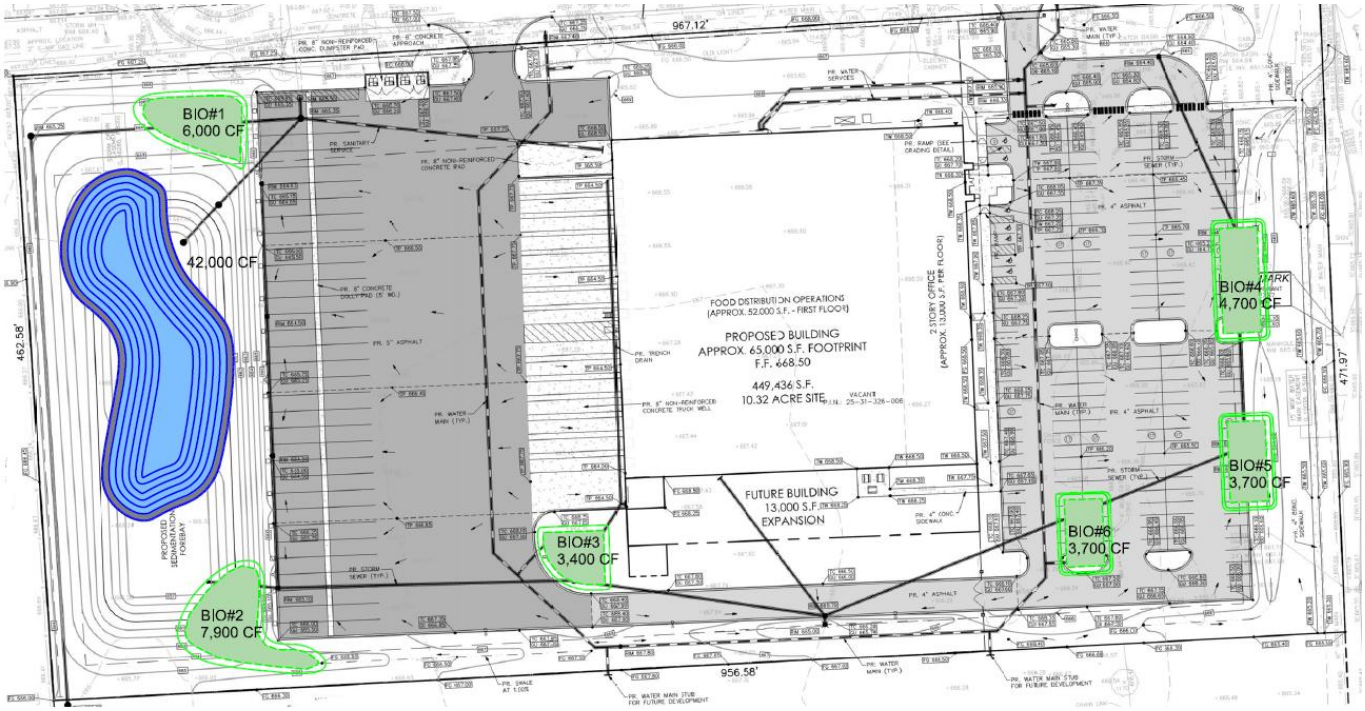


Figure 1 - Example 1 Commercial Site

Calculate the Composite Runoff Coefficient

$$C = \frac{\sum_{i=1}^{N}(A_i x C_i)}{\sum_{i=1}^{N} A_i}$$

$$C = \frac{(4.80x0.95) + (5.05x0.20) + (0.47x1)}{10.32} = 0.59$$

C Values		
Green Space	HSG A	0.15
	HSG B	0.20
	HSG C	0.25
	HSG D	0.30
Impervious Areas		0.95
Water		1.00

Calculate Time of Concentration

Sheet Flow

$$v = K\ x\ S^{0.5}$$

$v = 0.48\ x\ 1^{0.5} = 0.48\frac{ft}{s}$

$T_t = \frac{\text{L}}{3600v}$

$T_t = \frac{120\text{ ft}}{3600\left(0.48\frac{ft}{s}\right)} = 0.0694\ hrs = 4.2\ min$

Waterway Flow

$v = K\ x\ S^{0.5}$

$v = 1.2\ x\ 1.3^{0.5} = 1.37\frac{ft}{s}$

$T_t = \frac{\text{L}}{3600v}$

$T_t = \frac{300\text{ ft}}{3600\left(1.37\frac{ft}{s}\right)} = 0.0609\ hrs = 3.7\ min$

Pipe Flow

$v = 3\frac{ft}{sec}$rom pipe network calculations – not shown)

$T_t = \frac{\text{L}}{3600v}$

$T_t = \frac{1300\text{ ft}}{3600\left(3\frac{ft}{s}\right)} = 0.1204\ hrs = 7.2\ min$

$T_c = 4.2\ min + 3.7\ min + 7.2\ min = 15.1\ min$

Calculate 100-year Peak Intensity

$$I_{100} = \frac{83.3}{(T_c + 9.17)^{0.81}}$$

$T_c = 15.1\ minutes$

$$I_{100} = \frac{83.3}{(15.1 + 9.17)^{0.81}} = 6.29\frac{in}{hr}$$

Calculate Channel Protection Volume

$V_{CPVC} = 4{,}719\ x\ C\ x\ A$

$V_{CPVC} = 4{,}719\ x\ 0.59\ x\ 10.32\ acres = 28{,}733\ cubic\ feet$

Calculate Channel Protection Rate Control: Extended Detention

$V_{ED} = 6{,}897\ x\ C\ x\ A$

$V_{ED} = 6{,}897\ x\ 0.59\ x\ 10.32\ acres = 41{,}994\ cubic\ feet$

Calculate 100-year Peak Inflow

$Q_{100IN} = C\ x\ I_{100}\ x\ A$

$I_{100} = 6.29 \frac{in}{hr}$ (Calculated on previous page)

$Q_{100IN} = 0.59\ x\ 6.29 \frac{in}{hr} x\ 10.32\ acres = 38.30\ cfs$

Determine the Peak Allowable 100-year Discharge

Q_{100P} is the lesser of:

1. The restricted rate for the drain (ft^3/Acre)
2. The prorated share of the drain's capacity (ft^3/Acre)
3. The Variable Release Rate (Q_{VRR}) (ft^3/Acre)

In this example, it is assumed the drain capacity is capable of receiving the runoff from the site and the variable release rate will be utilized.

Calculate the Variable Release Rate

$Q_{VRR} = 1.1055 - 0.206\ x \ln(A)$

$Q_{VRR} = 1.1055 - 0.206\ x \ln(10.32\ acres) = 0.625 \frac{cfs}{acre}$

$Q_{100P} = Q_{VRR}\ x\ A$

$Q_{100P} = 0.625 \frac{cfs}{acre} x\ 10.32\ acres = 6.45\ cfs$

Calculate Storage Curve Factor

$$R = 0.206 - 0.15\ x \ln\left(\frac{Q_{100P}}{Q_{100IN}}\right)$$

$$R = 0.206 - 0.15\ x \ln\left(\frac{6.45\ cfs}{38.30\ cfs}\right) = 0.473$$

Calculate the 100-year Runoff

$$V_{100R} = 18{,}985\ x\ C\ x\ A$$

$$V_{100R} = 18{,}985\ x\ 0.59\ x\ 10.32\ acres = 115{,}596\ cubic\ feet$$

Calculate the 100-year Storage Volume

$$V_{100D} = V_{100R}\ x\ R$$

$R = 0.474$ (Calculated on Previous Page)

$$V_{100D} = 115{,}596\ x\ 0.473 = 54{,}677 \text{ cubic feet}$$

The site plan must be designed to accommodate the following volumes:

- V_{CPVC}: 28,733 cubic feet
- V_{ED}: 41,994 cubic feet
- V_{100D}: 54,677 cubic feet

  * If the volume control requirement is met, the CPVC volume can be subtracted from (credited against) the 100-year flood control volume.

Outlet Calculations

Note: If the CPRC volume is at or above the flood control volume, a single control (CPRC) is only for the orifice. Volume above the 100-year allowable will be controlled by the outlet pipe (overflow weir). Additionally, for pipe sizing downstream of the detention pond, supporting calculations would need to be provided (not shown here).

Calculate the Extended Detention Release Rate

$$Q_{ED} = \frac{V_{ED}}{172{,}800}$$

$$Q_{ED} = \frac{41{,}994\ cubic\ feet}{172{,}800} = 0.24\ cfs$$

Orifice Calculations

Extended Detention Orifice Design

$$Q_p = C_O\ x\ A_O\ x\ \sqrt{2\ x\ g\ x\ h}$$

$$Q_p = 0.62\ x\ 0.022\ x\ \sqrt{2\ x\ 32.2\ x\ 3.6} = 0.21\ cfs$$

0.62 used for standard orifice opening

h = water level at 50% V_{ED} (based on Extended Detention basin design)

2" orifice opening will need additional protection from clogging.

Orifice sized for extended detention allowable discharge rate (0.21 cfs).

Infiltration BMP Calculations

Average Infiltration Area (Bioretention Cell 1)

$$A_t = \frac{A_1 + A_2}{2}$$

$$A_t = \frac{2{,}650\ sf + 3{,}500\ sf}{2} = 3{,}075\ square\ feet$$

Surface Storage Volume (Bioretention Cell 1)

$$V_{ss} = A_t\ x\ H$$

$$V_{ss} = 3{,}075\ sf\ x\ 1\ ft = 3{,}075\ cubic\ feet$$

Subsurface Storage Volume (Bioretention Cell 1)

$$V_{soil} = h\ x\ SA\ x\ e$$

Void ratio 0.30 (max)

$$V_{soil} = 1.5\ ft\ x\ 3{,}075\ sf\ x\ 0.3 = 1{,}384\ cubic\ feet$$

Infiltration Storage (Bioretention Cell 1)

$$V_i = \frac{K_{sat}\ x\ S_f\ x\ 6\ x\ A_t}{12in}$$

$$V_i = \frac{1\frac{in}{hr}x\ 1\ x\ 6\ x\ 3{,}075\ sf}{12in} = 1{,}538\ cubic\ feet$$

Bioretention Total Storage Volume (Bioretention Cell 1)

$$V_{tbr} = V_{ss} + V_{subsurface} + V_i$$

$$V_{tbr} = 3{,}075\ cf + 1{,}384\ cf + 1{,}538\ cf = 5{,}997\ cubic\ feet$$

Rounded to 6,000 cubic feet.

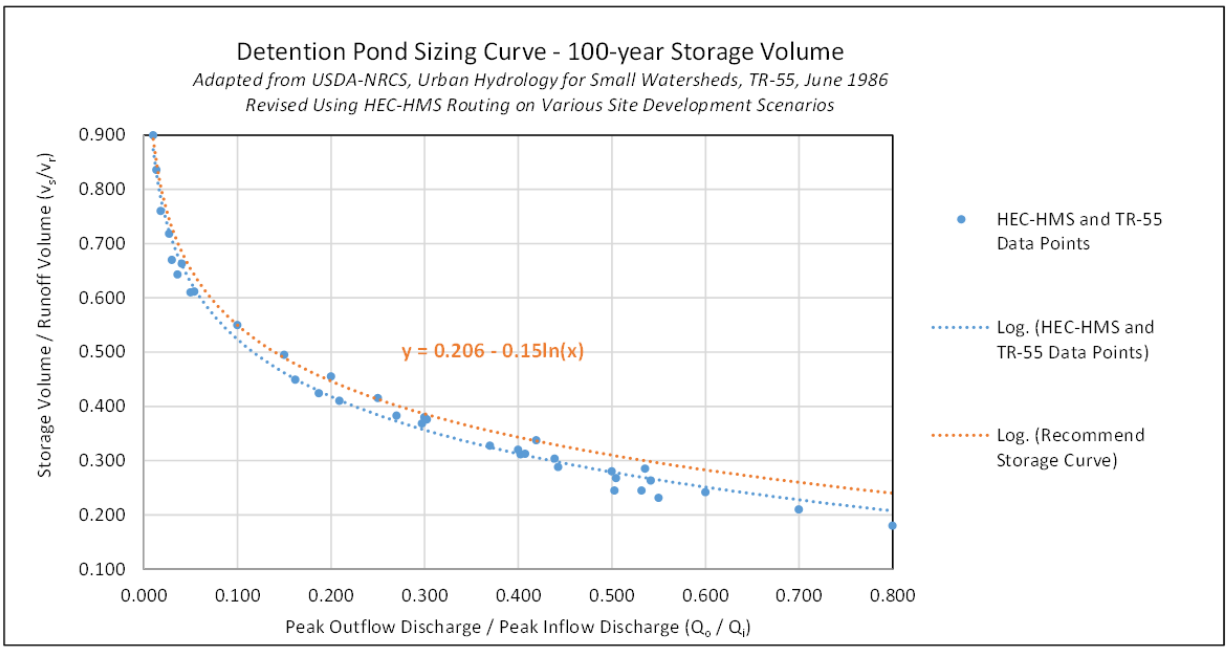
Summary of Bioretention Cell Storage

Location	Bottom Contour Area (SF)	Top Contour Area (SF)	Avg Area (SF)	Surface Storage (CF)	Soil Storage (CF)	Infiltration Storage (CF)	Total Storage (CF) (Rounded)
1	2,650	3,500	3,075	3,075	1,384	1,538	6,000
2	3,300	4,800	4,050	4,050	1,823	2,025	7,900
3	1,400	2,100	1,750	1,750	788	875	3,400
4	1,400	2,400	1,900	1,900	855	950	3,700
5	2,000	2,800	2,400	2,400	1,080	1,200	4,700
6	1,400	2,400	1,900	1,900	855	950	3,700
Total Volume Provided				**15,075**	**6,785**	**7,538**	**29,400**

Total volume provided by infiltration BMPs exceeds the required Channel Protection Volume (28,733 cf).

Please note that since the CPVC is met, the Water Quality requirement is also achieved.

Detention Pond Sizing Curve



Original TR-55 Table included Qo/Qi values ranging from 0.10 to 0.80

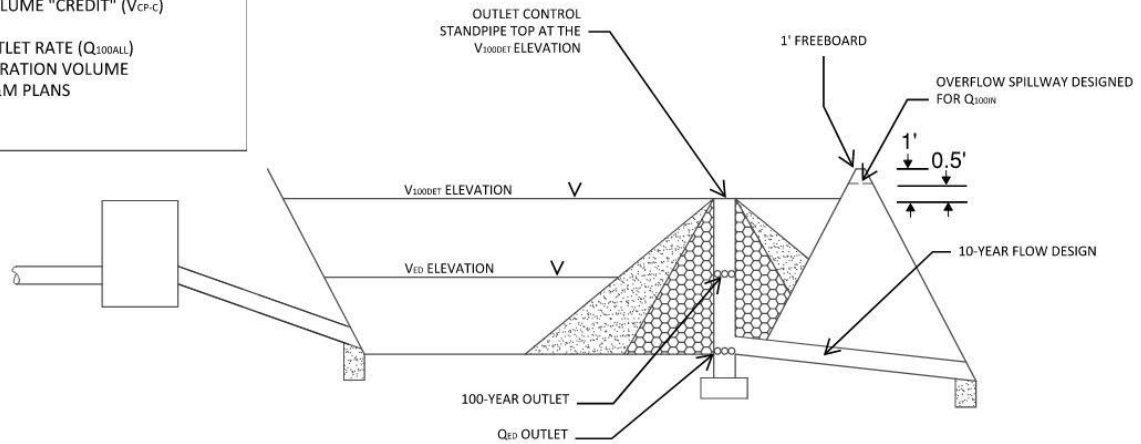
Additional values added using HEC-HMS routing, including Qo/Qi values less than 0.10

Typical Detention Basin/Forebay Cross Sections

TYPICAL DETENTION BASIN WITH MECHANICAL SEPERATOR

REQUIRED PROFESSIONAL ENGINEER CERTIFICATIONS

-CHANNEL PROTECTION VOLUME "CREDIT" (V_{CP-C})
-INFILTRATION RATES
-100-YEAR ALLOWABLE OUTLET RATE (Q_{100ALL})
-MEP FOR ACHIEVED INFILTRATION VOLUME
-STORMWATER SYSTEM O&M PLANS



MECHANICAL SEPARATOR

REQUIRED WATER QUALITY TREATMENT IS 80 MG/L TSS, OR 80% TSS REMOVAL

SIZED BASED ON THE 1-YEAR WATER QUALITY PEAK FLOW RATE (Q_{WQ})

$Q_{WQ}= (C)(I_1)(A)$

REPLACES FOREBAY REQUIREMENT

INSTALLED OFFLINE AND UPSTREAM OF ANY DETENTION OR RETENTION BASIN

NOTES:
-MUST BE NJDEP CERTIFIED
-EXCLUDES UPSTREAM CONTRIBUTING AREA'S WHERE 1-INCH WATER QUALITY CONTROL IS PROVIDED THROUGH OTHER BMP'S

EXTENDED DETENTION VOLUME (V_{ED})

EXTENDED DETENTION CONTROLS THE 2-YEAR BANK FULL RELEASE RATE BY DEWATERING THE V_{ED} OVER 48-HOURS

$V_{ED}= (6,897)(C)(A)$

EXTENDED DETENTION OUTLET RATE

$Q_{ED}=(V_{ED})/(172,800)$

$H_{ED}=(V_{ED})/((4,666)(h)^{(1/2)})$

H_{ED}= NUMBER OF 1-INCH DEWATERING HOLES
h=TOTAL HEAD ON THE ORIFICES

100-YEAR POST-CONSTRUCTION INLET RATE (Q_{100IN})

$Q_{100IN}=(C)(I_{100})(A)$

$I = [(30.2033)(P^{0.2203})]/[(T_C + 9.1747)^{0.8069}]$

100-YEAR ALLOWABLE OUTLET RATE (Q_{100ALL})

THE ALLOWABLE 100-YEAR OUTLET RATE IS THE LESSER OF:

-OCWRC RESTRICTED RATE FOR THE DRAIN (Q_R)
-PRO-RATED SHARE OF THE DRAINS CAPACITY (Q_P)
OR
-THE VARIABLE RELEASE RATE (Q_{VRR})

$Q_{VRR}=1.1055 - 0.206LN(A)$

100-YEAR DETENTION VOLUME (V_{100DET})

$R=0.206-(0.15)(LN(Q_{100ALL}/Q_{100IN}))$

R=STORAGE CURVE FACTOR

$V_{100RUN}=(18,900)(C)(A)$

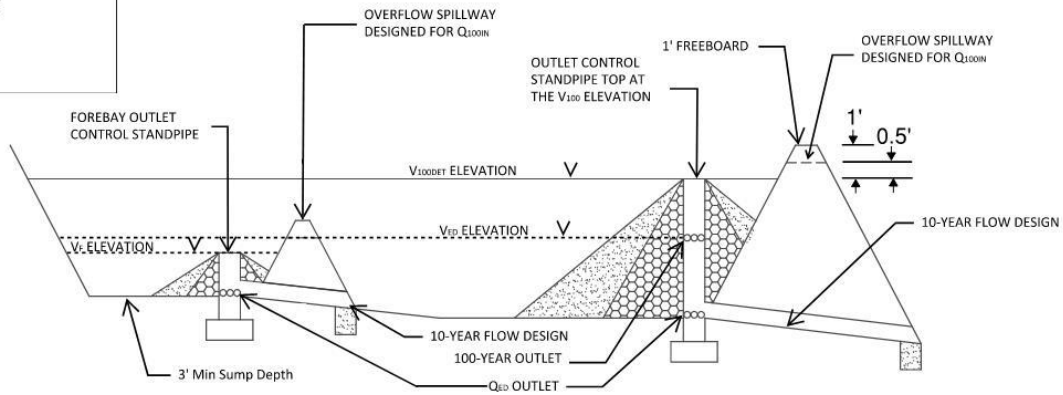
$V_{100DET}=(V_{100RUN})(R)-V_{CP-C}$

REV-11/22/2021

TYPICAL DETENTION BASIN WITH FOREBAY

REQUIRED PROFESSIONAL ENGINEER CERTIFICATIONS

-CHANNEL PROTECTION VOLUME "CREDIT" (V_{CP-C})
-INFILTRATION RATES
-100-YEAR ALLOWABLE OUTLET RATE (Q_{100ALL})
-MEP FOR ACHIEVED INFILTRATION VOLUME
-STORMWATER SYSTEM O&M PLANS



FOREBAY VOLUME (V_F)

A FOREBAY FOR ALL INLETS SHALL CAPTURE SILT, SAND, TRASH AND DEBRIS FOR REMOVAL. THEY ARE SIZED AT 15% OF THE WATER QUALITY VOLUME (V_{WQ})

V_F =(545)(C)(A)

V_F IS A MINIMUM OF V_{WQ} WHEN DOWNSTREAM INFILTRATION IS PROPOSED

FOREBAY OUTLET SIZE

THE FOREBAY OUTLET SIZE IS THE SAME AS THE EXTENDED DETENTION OUTLET SIZE

NOTE: ALTERNATIVE FOREBAY OUTLETS REQUIRE PRE-APPROVAL FROM THE OCWRC

EXTENDED DETENTION VOLUME (V_{ED})

EXTENDED DETENTION CONTROLS THE 2-YEAR BANK FULL RELEASE RATE BY DEWATERING THE V_{ED} OVER 48-HOURS

V_{ED}= (6,897)(C)(A)

EXTENDED DETENTION OUTLET RATE

$Q_{ED}=(V_{ED})/(172,800)$

$H_{ED}=(V_{ED})/((4,666)(h)^{(1/2)})$

H_{ED}= NUMBER OF 1-INCH DEWATERING HOLES
h=TOTAL HEAD ON THE ORIFICES

100-YEAR POST-CONSTRUCTION INLET RATE (Q_{100IN})

$Q_{100IN}=(C)(I)(A)$

$I = [(30.2033)(P^{0.2203})]/[(T_C + 9.1747)^{0.8069}]$

100-YEAR ALLOWABLE OUTLET RATE (Q_{100ALL})

THE ALLOWABLE 100-YEAR OUTLET RATE IS THE LESSER OF:

-OCWRC RESTRICTED RATE FOR THE DRAIN (Q_R)
-PRO-RATED SHARE OF THE DRAINS CAPACITY (Q_P)
OR
-THE VARIABLE RELEASE RATE (Q_{VRR})

Q_{VRR}=1.1055 - 0.206LN(A)

100-YEAR DETENTION VOLUME (V_{100DET})

$R=0.206-(0.15)(LN(Q_{100ALL}/Q_{100IN}))$

R=STORAGE CURVE FACTOR

V_{100RUN}=(18,900)(C)(A)

$V_{100DET}=(V_{100RUN})(R)-V_{CP-C}$

REV-11/22/2021

List of County Drains with Hydraulically Restricted Outlets

Drain	Capacity (cfs/acre)
John E. Olsen	0.0776
Brown	0.1
Taylor-Ladd	0.1
Dry Run	0.1
Sinking Bridge	0.0776
Holland	0.0776
New Hudson East of Airport	0.068
Vinewood	0.0776
Galloway	0.09
Blackwood	0.03

Appendix D: George W. Kuhn Combined Sewer District Requirements

Appendix E: Standard Variables

TC: Contributing Area Time of Concentration (Minutes)

A: Contributing Area (Acres)

C: Composite Post-Construction Runoff Coefficient for the Drainage Area

H_{ED}: Number of 1-inch Holes Required for Dewatering

Q_{ED}: Extended Detention Outlet Rate (CFS)

Q_{100IN}: 100-year Post-Construction Inlet Rate (CFS)

Q_{100ALL}: 100-year Allowable Outlet Rate (CFS) is the lesser of Q_R, Q_P, Q_{VRR}

Q_R: Restricted Outlet Rate (CFS) – Request from OCWRC office

Q_P: Pro-rated Share of the Drain Capacity (CFS)

Q_{VRR}: Variable Release Rate (CFS)

Q_{WQ}: 1-year Water Quality Design Rate for Mechanical Separators (CFS)

R: Storage Curve Factor

V_F: Forebay Volume (CF)

V_{ED}: Extended Detention Volume Required (CF)

V_{ED-P}: Extended Detention Volume Provided (CF)

V_{100IN}: 100-year Inlet Volume (CF)

V_{100DET}: 100-year Detention Volume (CF), where $V_{100DET} = V_{100RUN} \times R - V_{CP-C}$

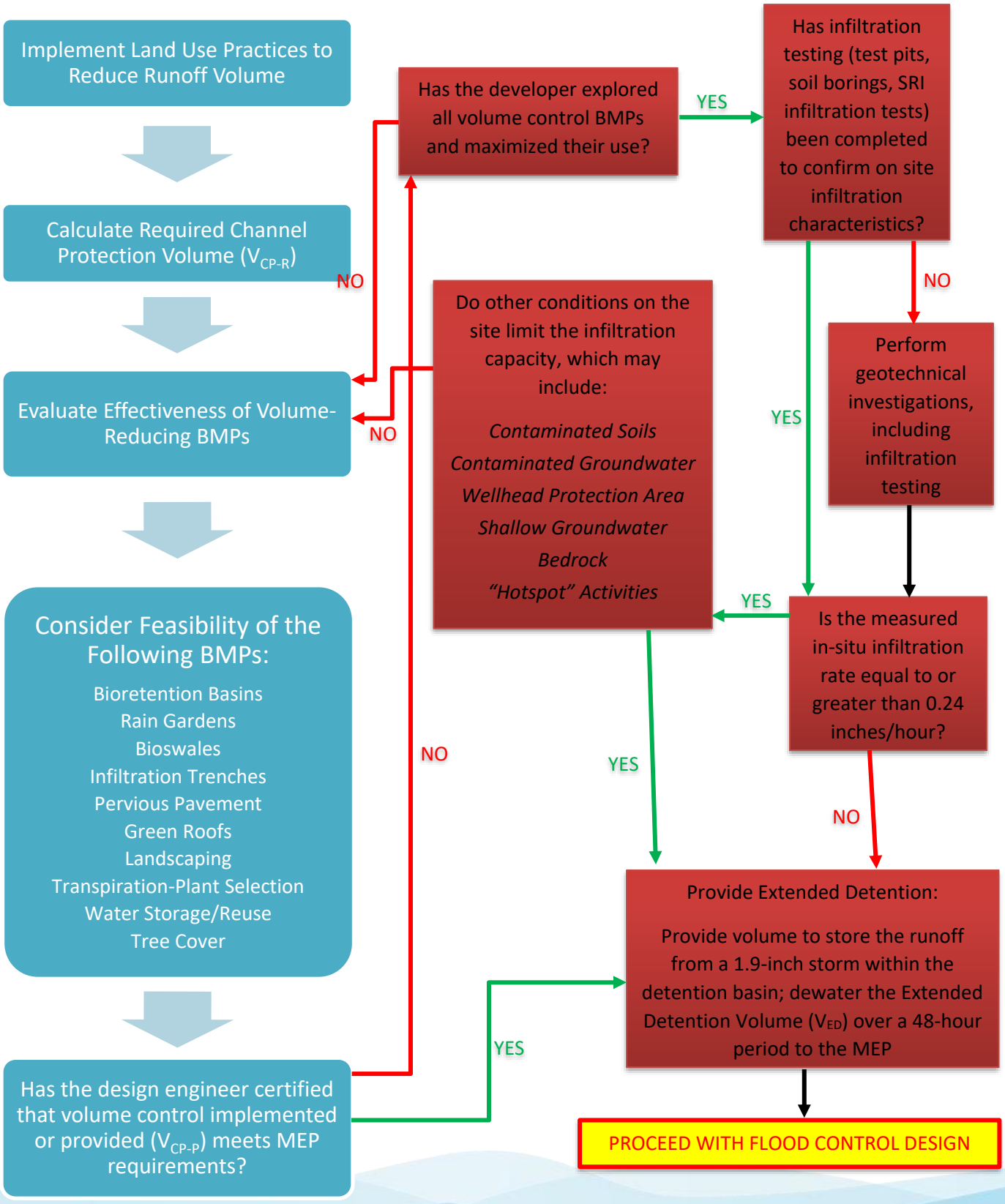
V_{CP-R}: Channel Protection Volume - Required (CF)

V_{CP-P}: Channel Protection Volume - Provided (CF)

V_{CP-C}: Channel Protection Volume - Credit (CF), where $V_{CP-C} = V_{CP-P}$ and $V_{CP-C} \leq V_{CP-R}$

V_{WQ}: Water Quality Volume (CF)

Appendix F: Channel Protection Flow Chart


Implement Land Use Practices to Reduce Runoff Volume
Calculate Required Channel Protection Volume (V_{CP-R})
Evaluate Effectiveness of Volume-Reducing BMPs
Consider Feasibility of the Following BMPs:
Bioretention Basins
Rain Gardens
Bioswales
Infiltration Trenches
Pervious Pavement
Green Roofs
Landscaping
Transpiration-Plant Selection
Water Storage/Reuse
Tree Cover
Has the design engineer certified that volume control implemented or provided (V_{CP-P}) meets MEP requirements?
NO
YES
Has the developer explored all volume control BMPs and maximized their use?
NO
YES
Has infiltration testing (test pits, soil borings, SRI infiltration tests) been completed to confirm on site infiltration characteristics?
NO
YES
Perform geotechnical investigations, including infiltration testing
Do other conditions on the site limit the infiltration capacity, which may include:
Contaminated Soils
Contaminated Groundwater
Wellhead Protection Area
Shallow Groundwater
Bedrock
"Hotspot" Activities
YES
Is the measured in-situ infiltration rate equal to or greater than 0.24 inches/hour?
NO
YES
Provide Extended Detention:
Provide volume to store the runoff from a 1.9-inch storm within the detention basin; dewater the Extended Detention Volume (V_{ED}) over a 48-hour period to the MEP
PROCEED WITH FLOOD CONTROL DESIGN

Appendix G: Maintenance Agreement

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on [DATE], by and between [Community Name], (hereinafter "Community") whose address is [address] and [Owner Name], whose address is [address], (hereinafter "Owner"). Community and Owner agree as follows:

Article I. <u>The Subject Property</u>.

1.1 Owner owns the property located at and commonly known as [address or general description] (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth at ***Exhibit A***.

Article II. <u>The Stormwater System</u>.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth at ***Exhibit B***.

2.2 After construction has been verified and accepted by the Community for the Stormwater System, the Owner shall file with the Community the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. <u>The Stormwater O&M Plan</u>.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth at ***Exhibit C*** to this Agreement.

3.2 The Stormwater O&M plan is subject to approval by the Community.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights-of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the Community.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the Community.

3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the Community records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The Community agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. <u>Access and Enforcement</u>.

4.1 The Community or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

Upon written notification by the Community or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the Community. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

4.2 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the Community is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

4.3 In the case of an emergency, as determined by the Community, no notice shall be required prior to the Community performing emergency maintenance or repairs. The Community may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

The Community, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the Community may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

4.4 The Owner hereby conveys to the Community an easement over, on and in the property described in Exhibit A for the purpose of access to the Stormwater System for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. The Memorandum.

6.1 The Owner shall record with the Oakland County Register of Deeds a Memorandum of Stormwater Management Operations and Maintenance Agreement which serves as notice of this Agreement in a title search, the template for which is set forth at ***Exhibit D*** to this Agreement.

Article VII. Claims and Authority.

The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold Community harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by Community in connection with such Claims or the enforcement of this Agreement.

7.1 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

Owner

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

_____ COUNTY)

The foregoing instrument was acknowledged before me on this_____ day of _____, 20 ___, by _____, the _____ of _____.

_____

Notary Public

Community

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

_____ COUNTY)

The foregoing instrument was acknowledged before me on this_____ day of _____, 20 ___, by _____, the _____ of _____.

_____

Notary Public

Explanation of Exhibits

Exhibit A – Legal Description: Provide a legal description and reduced copy map to identify the land parcel(s) affected by this Agreement. This exhibit must be customized for each site. It must include a reference to a Subdivision Plat, Certified Survey number, or Condominium Plat, and a map to illustrate the affected parcel(s).

Exhibit B – Stormwater System Description and Map: Provide a written description and location map of the Stormwater System. This exhibit must be customized for each site. Map scale must be sufficiently large enough to show necessary detail.

Exhibit C – Stormwater O&M Plan: This exhibit explains the basic function of the stormwater management operation and maintenance plan, schedule, and budget providing the minimum specific maintenance activities and frequencies for each practice. The minimum elements of this exhibit include a description of the drainage area and the installed Stormwater System, a description of the specific maintenance activities which should include the following in addition to specific maintenance actions:

- Employee training and duties,
- Routine service requirements,
- Operating, inspection, and maintenance schedules, and
- Detailed construction drawings showing all critical components and their elevations.

The plan must include maintenance tasks and schedules. Refer to the Low Impact Development Manual for Michigan for maintenance task checklists for permanent BMPs and create a table of applicable maintenance tasks and schedules.

Exhibit D – Template for Memorandum of Stormwater Management Operations and Maintenance Agreement: This exhibit contains a template for said Memorandum to be recorded with the County Register of Deeds to put any future owners, or interest holders, on notice of the Stormwater System and the Stormwater System O&M Plan.

Memorandum of Stormwater Management Operations and Maintenance Agreement

The "Owner" _____ and the "Community" _____ have entered into a Stormwater Management Operations and Maintenance Agreement dated _____ for real property located in the State of Michigan, County of Oakland, City of _____ and further described as follows:

[real property description]

Commonly known as: _____

Parcel ID: _____

The Stormwater Management Operations and Maintenance Agreement provides for a stormwater management operation and maintenance plan for a stormwater system located on the real property. It authorizes easements for the local community to take enforcement action if the Agreement is breached. This Agreement runs with the land, binds all current and future owners of the real property and serves the real property in perpetuity.

Owner:

By: _____

Its: _____

STATE OF MICHIGAN)

)ss.

_____ COUNTY)

The foregoing instrument was acknowledged before me on this_____ day of _____, 2017, by _____, the _____ of _____.

_____

Notary Public

Recording Fee: $15.00

Drafted by and Return to:

Appendix H: Engineer's Certificate of Outlet

Date:

Oakland County Water Resources Commissioner

Building 95 West – One Public Works Drive

Waterford, Michigan 48328-1907

Attention: _____

Reference: Proposed _____

Location _____

Gentlemen:

ENGINEER'S CERTIFICATION

This is to certify that existing drain or watercourse (select one) is the only reasonable outlet for the proposed _(name of development)_____, located in the city/township/village (select one) of _____and that the existing drain or watercourse (select one) has sufficient capacity to serve as an adequate outlet for __(name of development)_____without detriment or diminution of the drainage services which the outlet presently provides.

_____

Registration No.: _____

BIRMINGHAM
A WALKABLE CITY

Stormwater Runoff and Separate Storm Sewer System

Ordinance Amendments

Engineering Department

Date: May 20, 2024

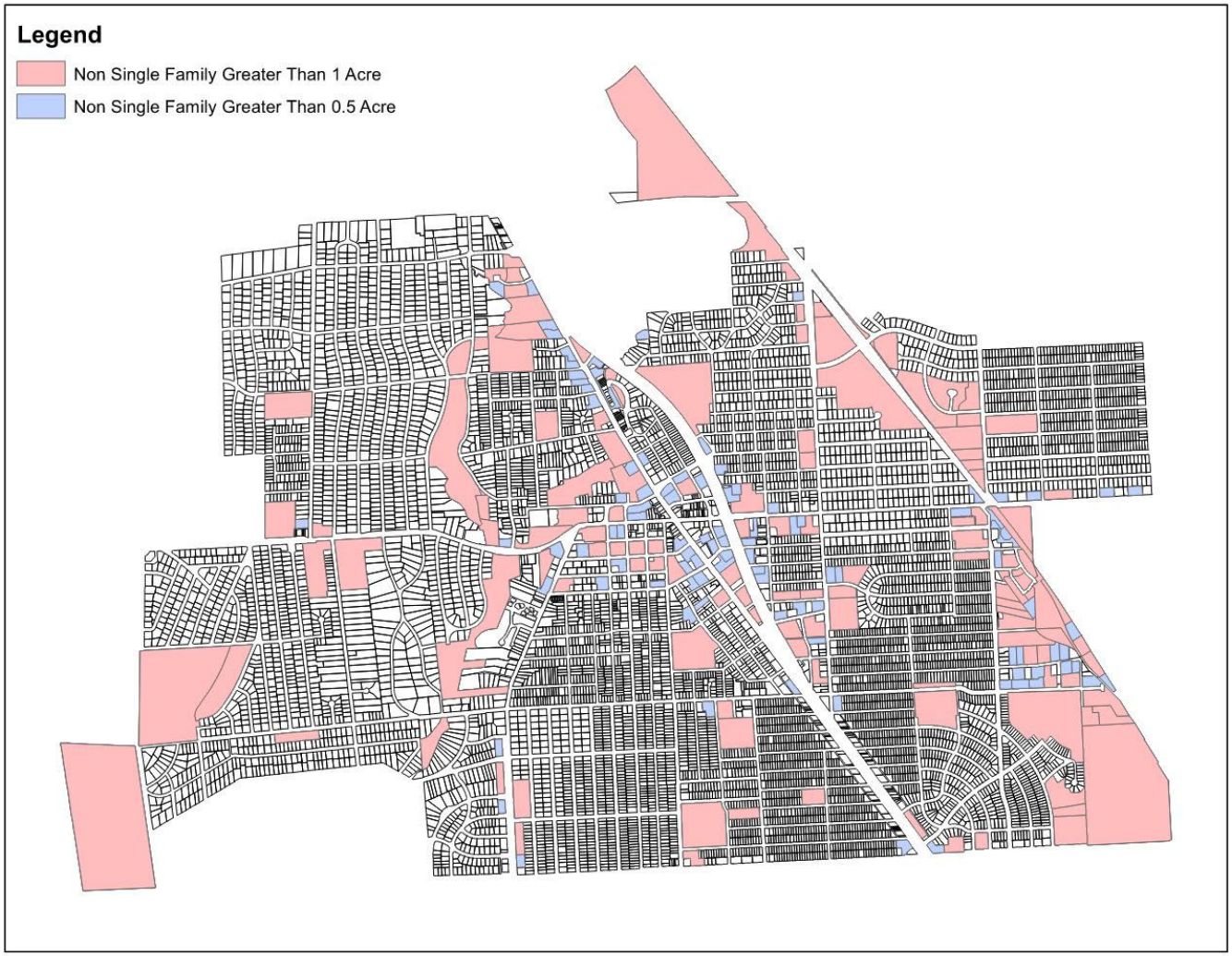
Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Introduction

- The City has two ordinances for stormwater management under Chapter 114 – Utilities, Article III – Sewer Services:
  - Division 4 – Stormwater Runoff
  - Division 5 – Separated Storm Sewer System
- Proposed Amendments:
  - Division 4:
    - Reduce allowable discharge rate
    - Add section to adopt Oakland County Water Resource Commission Stormwater design standard for parcels 0.50 acres or greater
  - Division 5 – Separated Storm Sewer System
    - Include parcels 0.50 acres or greater

BIRMINGHAM
A WALKABLE CITY

Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System



BIRMINGHAM
A WALKABLE CITY

Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Division 4 – Stormwater Runoff

- Current:
  - Last Modified in 1963
  - Requires stormwater runoff permit for non-single family dwellings where the affected area is greater than 3,500 square feet, or alterations to the façade or exterior of a building, landscaping, and other surface improvements will affect the stormwater runoff rate.
  - Current runoff rate for 10 year storm:
    - 1 cubic foot per second (cfs) per acre, or
    - 0.20 cubic feet per second (cfs), whichever is greater

BIRMINGHAM
A WALKABLE CITY

Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Division 4 – Stormwater Runoff

- Proposed Amendment:
  - Add category for parcels less than 0.50 acres:
    - 10 year storm event (remains the same)
    - 0.20 cubic feet per second (cfs) per acre
  - Add category for parcels 0.50 acres or greater:
    - Adopt Oakland County Water Resource Commission (OCWRC) Standards
      - Incorporates Best Management Practices (BMPs) and Low Impact Design (LID): buffer strips, water reuse, rain gardens, bioswales, infiltration trenches, and pervious pavement
      - Preserves natural swales and channels
      - References the City's site plan review process and requirements
      - Information on criteria for waivers
      - Maintenance agreement between property owner and City for the property owner to maintain their constructed storm water items
      - Water quality standards

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A WALKABLE CITY

Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Division 5 – Separated Storm Sewer System

- Current:
  - Last Modified in October 2022
  - Adopt Oakland County Water Resource Commission (OCWRC) Standards for parcels 1 acre or greater in separated storm sewer locations.

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Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Division 5 – Separated Storm Sewer System

- Proposed Amendment:
  - Modify to be for parcels 0.50 acres or greater

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A WALKABLE CITY

Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Examples:

- Site One:
  - 0.243 acres
  - 0.894 Site C Factor (runoff coefficient: 0.20 grass, 0.95 asphalt)

	Volume Stored On-Site cubic feet (cft)	Allowable Outflow cubic feet per second (cfs)
Current Ordinance	1,035	0.243
Proposed Ordinance	1,664	0.200

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Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Examples:

- Site Two:
  - 1.970 acres
  - 0.940 Site C Factor (runoff coefficient: 0.20 grass, 0.95 asphalt)

	Volume Stored On-Site cubic feet (cft)	Allowable Outflow cubic feet per second (cfs)
Current Ordinance	9,036	1.97
Proposed Ordinance	17,622	1.97

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Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Examples:

- Site Three:
  - 2.500 acres
  - 0.900 Site C Factor (runoff coefficient: 0.20 grass, 0.95 asphalt)

	Volume Stored On-Site cubic feet (cft)	Allowable Outflow cubic feet per second (cfs)
Current Ordinance	10,755	2.50
Proposed Ordinance	21,690	0.92

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Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Why

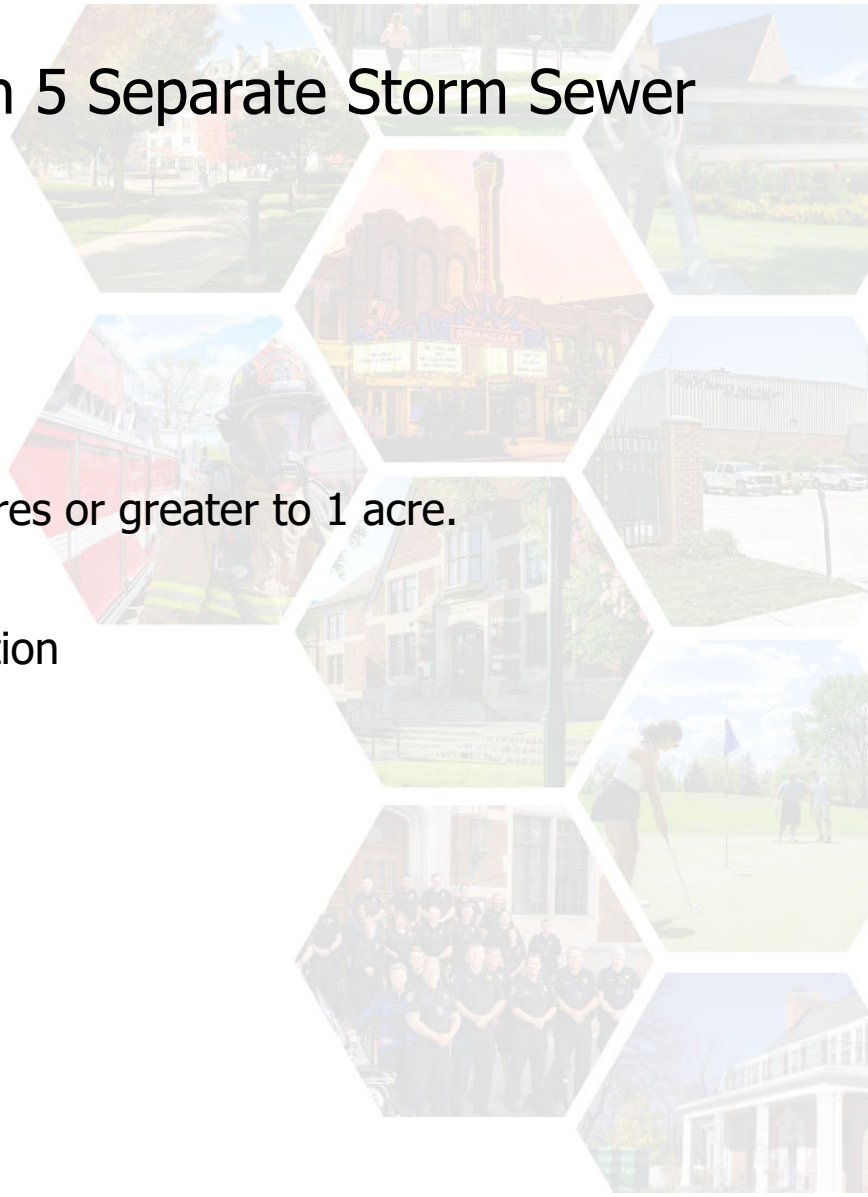
- Parcels less than 0.50 acres:
  - Reduce the allowable outflow of parcels greater than 0.20 acres and less than 0.50 acres
  - Increase onsite volume of stormwater detention
- Parcels 0.50 acres or larger:
  - Incorporates design standards that control both quantity and quality of stormwater runoff
  - Includes Best Management Practices (BMPs) and Low Impact Design (LID): buffer strips, water reuse, rain gardens, bioswales, infiltration trenches, and pervious pavement
  - Preserves natural swales and channels
  - Maintenance agreement between property owner and City for the property owner to maintain their constructed storm water items
  - Use the most currently published and relevant rainfall statistics for calculations

BIRMINGHAM
A WALKABLE CITY

Division 4 Stormwater Runoff & Division 5 Separate Storm Sewer System

➢Summary

- Proposed Amendments will:
  - Bring our storm water standards up to date.
  - Forward thinking for parcels that are 0.50 acres or greater to 1 acre.
  - Reduce stormwater outflow from a property
  - Increase onsite volume of stormwater detention
  - Reduce flooding impacts



BIRMINGHAM
A WALKABLE CITY

BIRMINGHAM
A WALKABLE CITY

Resolution Supporting House Bill 5696

Whereas, noise pollution from motor vehicles is generating deafening noise and seriously eroding the most basic and fundamental right of residents in the city/township to the peaceful enjoyment of their homes and neighborhoods; and

Whereas, motor vehicles include, but are not limited to cars, trucks, and motorcycles; and

Whereas, Woodward Avenue is an iconic roadway in Michigan that attracts millions of drivers every year; and

Whereas, Woodward Avenue is frequently being misused by drivers who have illegally altered or modified their vehicle exhaust systems with the intention of creating excessive and unusual noise; and

Whereas, noise pollution is correlated to increased stress and lack of sleep that can cause or exacerbate cardiovascular disease, mental health disorders, type 2 diabetes, and memory, attention, and concentration issues; and

Whereas, noise disturbances are particularly problematic for vulnerable populations including young children, seniors, veterans suffering from PTSD, and those undergoing at-home healing. Excessive noise can also be very difficult for pets; and

Whereas, excessive noise is one of the most significant factors that decreases the value of residential property; and

Whereas, a city, county, village, or township shall not adopt or enforce vehicle noise rules unless the rules are identical to the requirements of the Motor Vehicle Code, Public Act 300 of 1949; and

Whereas, under the Motor Vehicle Code, a motor vehicle is already prohibited from operation on a highway or street if the vehicle's exhaust system is equipped with a cutout, bypass, amplifier, or a similar device or if the exhaust system is not in good working order to prevent excessive or unusual noise; and

Whereas, current law also prescribes vehicle decibel limits and imposes civil and criminal penalties for non-compliance; and

Whereas, current law contains contradictory provisions, unenforceable sections, and penalties insufficient that require the law to be updated; and

Whereas, House Bill 5696, introduced by State Representative Natalie Price, amends the Motor Vehicle Code, and eliminates legal ambiguities, increases penalties, and gives local law enforcement the authority and tools needed to crack down on drivers who deliberately and intentionally make excessive and unusual noise which unduly disrupts the peaceful enjoyment of our community; and

NOW THEREFORE, by the Birmingham City Commission, on May 20, 2024, that the City of Birmingham strongly supports House Bill 5696 of 2024, introduced by State Representative Natalie Price, and urges the Michigan Legislature and Governor to enact HB 5696 of 2024 into law.

On behalf of the City Commission and the residents of Birmingham on this 20th day of May, 2024.

_____

Elaine McLain, Mayor

5TH DISTRICT
STATE CAPITOL
P.O. BOX 30014
LANSING, MI 48909-7514

MICHIGAN HOUSE OF REPRESENTATIVES

NATALIE PRICE

STATE REPRESENTATIVE

PHONE: (517) 373-0844
FAX: (517) 373-5711
NataliePrice@house.mi.gov

MEMORANDUM

To: House Colleagues

From: Rep. Natalie Price, 5th District

Subject: Co-Sponsorship Opportunity: Motor Vehicle Act Revise: Excessive and Unusual Noise (Woodward Noise)

Date: April 24th, 2024

Today and tomorrow, I will be offering for co-sponsorship a bill to amend 1949 PA 300, the Michigan Vehicle Code to crack down on excessive and unusual motor vehicle noise.

Perhaps no issue has generated a more sustained interest and greater concern amongst my constituents, local elected officials, and law enforcement than the growing problem of excessive vehicle noise disturbing the peace in neighborhoods especially along the M-1 highway, or Woodward Avenue, which runs north-south from Pontiac to Detroit.

Day and night, both weekday and weekend, and increasingly year-round, Woodward Avenue is being used as a racetrack by individuals or street racers who have altered their vehicle exhaust systems with boosters and amplifiers (mods), that often sound like gun shots, which is generating deafening noise and seriously eroding the most basic and fundamental right of residents in the surrounding area to the peaceful enjoyment of their homes and neighborhoods.

Existing law under section 707 of the Motor Vehicle Act already prohibits a motor vehicle from operation on a highway or street if the vehicle's exhaust system is equipped with a cutout, bypass, amplifier, or a similar device or if the exhaust system is not in good working order to prevent excessive or unusual noise. Existing law also prescribes vehicle decibel limits and imposes civil and criminal penalties for non-compliance with the Motor Vehicle Act.

The problem with the current law is that there are various sections that seek to prohibit excessive noise which conflict with each other and create legal ambiguity. In effect, this conflict provides an affirmative defense for would-be perpetrators and makes these sections of law unenforceable. For instance, multiple sections prohibit vehicle exhaust alteration and operation, but section 707c(4) defines or conditions vehicle alterations and excessive noise offenses with decibel limits which are not measurable during a traffic stop. This in effect negates the ability for an individual with an obvious-to-law-enforcement illegal muffler modification to be charged under section 707c(3), even though blatant alterations are currently prohibited under this subsection.

Additionally, the $100 per offense civil infraction for excessive noise has demonstrated itself to not be cost-prohibitive enough to disincentivize would-be violators of the law according to local law enforcement. The street racers whom our legislation seeks to address spend thousands of dollars modifying their vehicles, making a $100 fine negligible. Repeat offenders receive citations, do not contest the law (despite ambiguities), pay the fine, and continue their behavior disrupting communities.

Research has demonstrated that such disruptions or noise pollution are not just a minor nuisance to be derided and ignored. According to an article in Harvard Medicine, noise pollution is correlated to increased stress and lack of sleep that can cause or exacerbate cardiovascular disease, mental health disorders, type 2 diabetes, and memory, attention, and concentration

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issues[1]. Noise disturbances are particularly problematic for vulnerable populations including young children, seniors, veterans suffering from PTSD, and those undergoing at-home healing. Excessive noise can also be very difficult for pets.

Therefore, working with local law enforcement, the Prosecuting Attorneys Association of Michigan, Michigan State Police, local elected officials, and the State Court Administrative Office, we have drafted legislation that seeks to crack down on excessive and unusual vehicle noise by doing the following:

1.) Striking section 707c(5) in whole and a portion of section 707b(1), which removes conflicting statutory language, effectively delinks the definition of alterations and excessive and unusual noise from decibel levels for the purpose of assessing penalties on the illegal operation of a vehicle, and thus eliminates the affirmative defense of those who have clearly altered their exhaust system to produce excess noise.
2.) Increases fines and penalties above $100 for those who illegally alter a vehicle's exhaust system with an additional emphasis on those who deliberately operate a vehicle with an altered exhaust system detailed under section 707c(4) to:
    a. For a first offense: a civil infraction and $500 fine
    b. For a second offense: a civil infraction and a $1000 fine
    c. For a third and subsequent offense: a misdemeanor and $1000 fine.
3.) Allows law enforcement to impound or tow a vehicle found in violation of 707c(4) with two or more prior judgements.
4.) Allows a waiver of first offenses, penalties, and costs for those who operate an exhaust altered vehicle and who demonstrate compliance with the Motor Vehicle Act before their court date.
5.) Additionally, the legislation grants a waiver to those who receive a citation for excessive noise caused unintentionally via disrepair and who demonstrate compliance with the Motor Vehicle Act before their court date.

This legislation makes a clear distinction between those who deliberately violate the noise statute and those whose vehicles fall into disrepair. In granting an additional fine and penalty waiver for those vehicles driven in disrepair, we seek to reduce the financial burden on working families and economically disadvantaged individuals who instead can use the money that would have gone towards a fine towards needed car repairs.

This is not a matter of limiting personal freedom; rather, it is a matter encouraging personal responsibility. Few would argue that a next-door neighbor should have the right to blast their music or even mow their lawn at 2 A.M. That principle is the same and applies here.

In summary and in the simplest terms, the intent of this legislation is to give law enforcement the legal clarity and additional tools needed to enforce the original intent of existing law which seeks to crack down on excessive and unusual noise that is disrupting communities across the state of Michigan.

This bill will be available for co-sponsorship today through the end of session Thursday in Rep. Price's office (S0589) and on the House floor.

If you have any questions, please contact Rep. Price's office at (517) 373-0844 or email natalieprice@house.mi.gov. Thank you for your consideration and I welcome your support.

Rep. Natalie Price
5th District

1. https://magazine.hms.harvard.edu/articles/noise-and-health

HOUSE BILL NO. 5696

April 30, 2024, Introduced by Reps. Price, Skaggs, Hope, Steckloff, Weiss, Farhat, MacDonell, Arbit, Brixie, Rheingans, Andrews, Haadsma, Dievendorf, Hood, Paiz, Edwards, Scott, Morgan and Whitsett and referred to the Committee on Transportation, Mobility and Infrastructure.

A bill to amend 1949 PA 300, entitled

"Michigan vehicle code,"

by amending sections 252d, 320a, 707b, 707c, 707d, 732, and 907 (MCL 257.252d, 257.320a, 257.707b, 257.707c, 257.707d, 257.732, and 257.907), section 252d as amended by 2022 PA 89, section 320a as amended by 2023 PA 39, section 707c as amended by 2020 PA 382, section 732 as amended by 2023 PA 40, and section 907 as amended by 2024 PA 22.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

Sec. 252d. (1) A police agency or a governmental agency designated by the police agency may provide for the immediate

removal of a vehicle from public or private property to a place of safekeeping at the expense of the last titled owner of the vehicle in any of the following circumstances:

(a) If the vehicle is in such a condition that the continued operation of the vehicle upon the highway would constitute an immediate hazard to the public.

(b) If the vehicle is parked or standing upon the highway in such a manner as to create an immediate public hazard or an obstruction of traffic.

(c) If a vehicle is parked in a posted ~~tow away~~ **tow-away** zone.

(d) If there is reasonable cause to believe that the vehicle or any part of the vehicle is stolen.

(e) If the vehicle must be seized to preserve evidence of a crime, or if there is reasonable cause to believe that the vehicle was used in the commission of a crime.

(f) If removal is necessary in the interest of public safety because of fire, flood, storm, snow, natural or man-made disaster, or other emergency.

(g) If the vehicle ~~is hampering~~ **hampers** the use of **the** private property by the owner or person in charge of that **private** property or is parked in a manner that impedes the movement of another vehicle.

(h) If the vehicle is stopped, standing, or parked in a space designated as parking for persons with disabilities and is not permitted by law to be stopped, standing, or parked in a space designated as parking for persons with disabilities.

(i) If the vehicle is located in a clearly identified access aisle or access lane immediately adjacent to a space designated as parking for persons with disabilities.

(j) If the vehicle is interfering with the use of a ramp or a curb-cut by persons with disabilities.

(k) If the vehicle has been involved in a traffic crash and cannot be safely operated from the scene of the crash.

(*l*) If the operation of the vehicle violates section 707c(4) and the vehicle's operator has 2 or more prior judgments for a violation of section 707c(4).

(2) Unless the vehicle is ordered to be towed by a police agency or a governmental agency designated by a police agency under subsection (1)(a), (d), (e), or (k), if the owner or other person that is legally entitled to possess a vehicle to be towed or removed arrives at the location where the vehicle is located before the actual towing or removal of the vehicle, the vehicle must be disconnected from the tow truck, and the owner or other person that is legally entitled to possess the vehicle may take possession of the vehicle and remove it without interference upon the payment of the reasonable service fee, for which a receipt must be provided.

(3) A police agency that authorizes the removal of a vehicle under subsection (1) shall do all of the following:

(a) Check to determine if the vehicle has been reported stolen before authorizing the removal of the vehicle.

(b) Enter the vehicle into the law enforcement information network as an impounded vehicle ~~within~~ **not later than** 24 hours after ordering the impound of the vehicle. Except as provided in subsection (5), if the vehicle ~~has~~ **is** not ~~been~~ redeemed by the owner within 7 days after the impound, the towing agency shall notify the police agency of that fact and the police agency shall deem the vehicle abandoned. The police agency shall enter the vehicle into the law enforcement information network as abandoned

~~within~~ **not later than** 24 hours ~~of~~ **after** notification by the towing agency, and follow the procedures set forth in section 252a.

(4) If an impounded vehicle is released before the police agency enters the vehicle into the law enforcement information network as abandoned, the towing agency or custodian shall notify the police agency that authorized the removal ~~within~~ **not later than** 24 hours ~~of releasing~~ **after the release of** the impounded vehicle.

(5) A vehicle impounded under subsection (1)(d), (e), or (k) must first be released by the police agency that authorized the removal prior to the towing agency or custodian releasing the vehicle to the vehicle owner.

(6) Not less than 20 days but not more than 30 days after a vehicle has been released under subsection (5), the towing agency or custodian shall notify the police agency to enter the vehicle as abandoned and the police agency shall enter the vehicle into the law enforcement information network as abandoned ~~within~~ **not later than** 24 hours ~~of~~ **after** receiving notice and follow the procedures set forth in section 252a if the impounded vehicle has not been redeemed.

Sec. 320a. (1) Within 5 days after receipt of a properly prepared abstract from a court of this state or another state, the secretary of state shall record the date of conviction, civil infraction determination, or probate court disposition, and the number of points for each, based on the following formula, except as otherwise provided in this section and section 629c:

(a) Manslaughter, negligent homicide, or a felony resulting from the operation of a motor vehicle, ORV, or snowmobile..... 6 points

(b) A violation of section 601b(2) or (3), 601c(1) or (2), or 653a(3) or (4) or, beginning October 31, 2010, a violation of section 601d..... 6 points

(c) A violation of section 625(1), (4), (5), (7), or (8), section 81134 or 82127(1) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.81134 and 324.82127, or a law or ordinance substantially corresponding to section 625(1), (4), (5), (7), or (8), or section 81134 or 82127(1) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.81134 and 324.82127..... 6 points

(d) Failing to stop and disclose identity at the scene of an accident when required by law..... 6 points

(e) Operating a motor vehicle in violation of section 626..... 6 points

(f) Fleeing or eluding an officer..... 6 points

(g) A violation of section 627(6) pertaining to speed in a work zone described in that section by exceeding the lawful maximum by more than 15 miles per hour..... 5 points

(h) A violation of any law or ordinance pertaining to speed by exceeding the lawful maximum by more than 15 miles per hour..... 4 points

(i) A violation of section 625(3) or (6), section 82127(3) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.82127, or a law or ordinance substantially corresponding to section 625(3) or (6) or section 82127(3) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.82127..... 4 points

(j) A violation of section 626a or a law or ordinance substantially corresponding to section 626a..... 4 points

(k) A violation of section 627(6) pertaining to speed in a work zone described in that section by exceeding the lawful maximum by more than 10 but not more than 15 miles per hour..... 4 points

(*l*) Beginning October 31, 2010, a moving violation resulting in an at-fault collision with another vehicle, an individual, or any other object..... 4 points

(m) Careless driving in violation of section 626b or a law or ordinance substantially corresponding to section 626b..... 3 points

(n) A violation of any law or ordinance pertaining to speed by exceeding the lawful maximum by more than 10 miles per hour but not more than 15 miles per hour..... 3 points

(o) A violation of section 653a(2)..... 2 points

(p) A violation of any law or ordinance pertaining to speed by exceeding the lawful maximum by more than 5 miles per hour but not more than 10 miles per hour..... 2 points

(q) A violation of any law or ordinance pertaining to speed by exceeding the lawful maximum by more than 1 mile per hour but not more than 5 miles per hour..... 1 point

(r) Disobeying a traffic signal or stop sign, or improper passing..... 3 points

(s) A violation of section 624a, 624b, or a law or ordinance substantially corresponding to section 624a or 624b..... 2 points

(t) A violation of section 310e(4) or (6) or a law or ordinance substantially corresponding to section 310e(4) or (6)..... 2 points

(u) All other moving violations pertaining to the operation of motor vehicles reported under this section..... 2 points

(v) A refusal by an individual less than 21 years of age to submit to a preliminary breath test required by a peace officer under section 625a..... 2 points

(w) A violation of section 627(6) pertaining to speed in a work zone described in that section by exceeding the lawful maximum by 10 miles per hour or less..... 3 points

(x) A third or subsequent violation of section 602b..... 2 points

(y) A second violation of section 602b..... 1 point

(2) Points must not be entered for a violation of section 310e(14), 311, 602c, 625m, 658, **707c**, 710d, 717, 719, 719a, or 723.

(3) Points must not be entered for bond forfeitures.

(4) Points must not be entered for overweight loads or for defective equipment.

(5) If more than 1 conviction, civil infraction determination, or probate court disposition results from the same incident, points

must be entered only for the violation that receives the highest number of points under this section.

(6) If an individual has accumulated 9 points as provided in this section, the secretary of state may call the individual in for an interview as to the individual's driving ability and record after due notice as to time and place of the interview. If the individual fails to appear as provided in this subsection, the secretary of state shall add 3 points to the individual's record.

(7) If an individual violates a speed restriction established by an executive order issued during a state of energy emergency as provided by 1982 PA 191, MCL 10.81 to 10.89, the secretary of state shall enter points for the violation under subsection (1).

(8) The secretary of state shall enter 6 points upon the record of an individual whose license is suspended or denied under section 625f. However, if a conviction, civil infraction determination, or probate court disposition results from the same incident, additional points for that offense must not be entered.

(9) If a Michigan driver commits a violation in another state that would be a civil infraction if committed in this state, and a conviction results solely because of the failure of the Michigan driver to appear in that state to contest the violation, upon receipt of the abstract of conviction by the secretary of state, the violation must be noted on the Michigan driver's record, but points must not be assessed against the Michigan driver license.

Sec. 707b. (1) A motor vehicle, while being operated on a highway or street, ~~shall~~ **must** be equipped with an exhaust system in good working order to prevent excessive or unusual noise. ~~and shall be equipped to prevent noise in excess of the limits established in this act.~~

(2) For purposes of sections 707a to 707f, a motor vehicle does not include a special mobile equipment.

Sec. 707c. (1) A motor vehicle must not be operated or driven on a highway or street if the motor vehicle produces total noise exceeding 1 of the following limits at a distance of 50 feet except as provided in subdivisions (b)(*iii*) and (c)(*iii*):

(a) A motor vehicle with a gross weight or gross vehicle weight rating of 8,500 pounds or more, combination vehicle with gross weight or gross vehicle weight ratings of 8,500 pounds or more: ~~.~~

(*i*) Ninety DBA if the maximum lawful speed on the highway or street is greater than 35 miles per hour.

(*ii*) Eighty-six DBA if the maximum lawful speed on the highway or street is not more than 35 miles per hour.

(*iii*) Eighty-eight DBA under stationary run-up test.

(b) A motorcycle or a moped:

(*i*) Eighty-six DBA if the maximum lawful speed on the highway or street is greater than 35 miles per hour.

(*ii*) Eighty-two DBA if the maximum lawful speed on the highway or street is not more than 35 miles per hour.

(*iii*) Ninety-five DBA under stationary run-up test at 75 inches.

(c) A motor vehicle or a combination of vehicles towed by a motor vehicle not covered in subdivision (a) or (b):

(*i*) Eighty-two DBA if the maximum lawful speed on the highway or street is greater than 35 miles per hour.

(*ii*) Seventy-six DBA if the maximum lawful speed on the highway or street is not more than 35 miles per hour.

(*iii*) Ninety-five DBA under stationary run-up test 20 inches from the end of the tailpipe.

(2) A dealer shall not sell or offer for sale for use upon a street or highway in this state a new motor vehicle that produces a maximum noise exceeding the following limits:

(a) A motor vehicle with a gross vehicle weight rating of 8,500 pounds or more—83 DBA.

(b) A motorcycle or a moped—83 DBA.

(c) A motor vehicle not covered in subdivision (a) or (b)—80 DBA.

(3) A person shall not operate a vehicle on a highway or street if the vehicle has a defect in the exhaust system that affects sound reduction, is not equipped with a muffler or other noise dissipative device. ~~, or~~

(4) A person shall not operate a vehicle on a highway or street if the vehicle's exhaust system is equipped with a cutout, bypass, amplifier, or ~~a~~ similar device.

(5) ~~(4)~~ A person, either acting for himself or herself or as the agent or employee of another, shall not sell, install, or replace a muffler or exhaust part that causes the motor vehicle to which the muffler or exhaust part is attached to exceed the noise limits established by this act or a rule promulgated under this act.

~~(5) A person shall not modify, repair, replace, or remove a part of an exhaust system causing the motor vehicle to which the system is attached to produce noise in excess of the levels established by this act, or operate a motor vehicle so altered on a street or highway.~~

(6) A dealer shall not sell a used or secondhand motor vehicle for use ~~upon~~ **on** a street or highway that is not in compliance with this act.

~~(7) A person who violates this section is responsible for a civil infraction and shall be ordered to pay a civil fine of not more than $100.00.~~

Sec. 707d. (1) **Except as provided under subsection (7), a person who violates section 707b or 707c(1) or (3) is responsible for a civil infraction.**

(2) A person who violates section 707c(2), ~~(4),~~ **(5),** or (6) is guilty of a misdemeanor punishable by a fine ~~of $100.00.~~**as follows:**

(a) For a first violation, $500.00.

(b) For a second or subsequent violation, $1,000.00.

(3) ~~(2) A~~ **Except as provided under subsection (7), a** person who violates section ~~707b or 707c(1), (3), or (5)~~ **707c(4)** is responsible for a civil infraction **or guilty of a misdemeanor punishable as follows:**

(a) For a first violation, the individual is responsible for a civil infraction and must be ordered to pay a civil fine of $500.00.

(b) For a second violation, the individual is responsible for a civil infraction and must be ordered to pay a civil fine of $1,000.00.

(c) For a third or subsequent violation, the individual is guilty of a misdemeanor punishable by a fine of $1,000.00.

(4) ~~(3)~~ A person who, at the time of installation, knowingly installs a muffler or exhaust system which exceeds the decibel limits of this act ~~shall be~~ **is** liable to the person who receives a citation for violation of 707c for the amount of not less than $100.00, plus reasonable attorney fees and court costs.

(5) ~~(4)~~ If it is shown that the noise level of a motor vehicle is in excess of the DBA levels established in this act, that

evidence ~~shall be~~ **is** prima facie evidence that the motor vehicle was producing excessive noise in violation of this act.

(6) ~~(5)~~ A violation of section ~~707c(4)~~ **707c(5)** or (6) by a dealer licensed under this act is prima facie evidence of a fraudulent act under section 249.

(7) If, before the appearance date on a citation issued under section 707b or 707c(1), (3), or (4), the defendant submits sufficient proof to the court that the motor vehicle is no longer in violation of the respective section, 1 of the following applies, as applicable:

(a) For a violation of section 707b or 707c(1) or (3), or a first violation of section 707c(4), the court shall not assess a fine or costs.

(b) For a second violation of section 707c(4), the court shall not assess $500.00 of the fine.

Sec. 732. (1) Each municipal judge and each clerk of a court of record shall keep a full record of every case in which an individual is charged with or cited for a violation of this act or a local ordinance substantially corresponding to this act regulating the operation of vehicles on highways and with those offenses pertaining to the operation of ORVs or snowmobiles for which points are assessed under section 320a(1)(c) or (i). Except as provided in subsection (16), the municipal judge or clerk of the court of record shall prepare and forward to the secretary of state an abstract of the court record as follows:

(a) Not more than 5 days after a conviction, forfeiture of bail, or entry of a civil infraction determination or default judgment upon a charge of or citation for violating or attempting to violate this act or a local ordinance substantially

corresponding to this act regulating the operation of vehicles on highways.

(b) Immediately for each case charging a violation of section 625(1), (3), (4), (5), (6), (7), or (8) or section 625m or a local ordinance substantially corresponding to section 625(1), (3), (6), or (8) or section 625m in which the charge is dismissed or the defendant is acquitted.

(c) Immediately for each case charging a violation of section 82127(1) or (3) or 81134 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.82127 and 324.81134, or a local ordinance substantially corresponding to those sections.

(2) If a city or village department, bureau, or person is authorized to accept a payment of money as a settlement for a violation of a local ordinance substantially corresponding to this act, the city or village department, bureau, or person shall send a full report of each case in which an individual pays any amount of money to the city or village department, bureau, or person to the secretary of state upon a form prescribed by the secretary of state.

(3) The abstract or report required under this section must be made upon a form furnished by the secretary of state. An abstract must be certified by signature, stamp, or facsimile signature of the individual required to prepare the abstract as correct. An abstract or report must include all of the following:

(a) The name, address, and date of birth of the individual charged or cited.

(b) The number of the individual's operator's or chauffeur's license, if any.

(c) The date and nature of the violation.

(d) The type of vehicle driven at the time of the violation and, if the vehicle is a commercial motor vehicle, that vehicle's group designation.

(e) The date of the conviction, finding, forfeiture, judgment, or civil infraction determination.

(f) Whether bail was forfeited.

(g) Any license restriction, suspension, or denial ordered by the court as provided by law.

(h) The vehicle identification number and registration plate number of all vehicles that are ordered immobilized or forfeited.

(i) Other information considered necessary to the secretary of state.

(4) The clerk of the court also shall forward an abstract of the court record to the secretary of state upon an individual's conviction or, for the purposes of subdivision (d), a finding or admission of responsibility, involving any of the following:

(a) A violation of section 413, 414, or 479a of the Michigan penal code, 1931 PA 328, MCL 750.413, 750.414, and 750.479a.

(b) A violation of section 1 of former 1931 PA 214.

(c) Negligent homicide, manslaughter, or murder resulting from the operation of a vehicle.

(d) A violation of sections 701(1) and 703 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701 and 436.1703, or a local ordinance substantially corresponding to those sections.

(e) A violation of section 411a(2) of the Michigan penal code, 1931 PA 328, MCL 750.411a.

(f) A violation of motor carrier safety regulations 49 CFR 392.10 or 392.11 as adopted by section 1a of the motor carrier safety act of 1963, 1963 PA 181, MCL 480.11a.

(g) A violation of section 57 of the pupil transportation act, 1990 PA 187, MCL 257.1857.

(h) An attempt to violate, a conspiracy to violate, or a violation of part 74 of the public health code, 1978 PA 368, MCL 333.7401 to 333.7461, or a local ordinance that prohibits conduct prohibited under part 74 of the public health code, 1978 PA 368, MCL 333.7401 to 333.7461, unless the convicted individual is sentenced to life imprisonment or a minimum term of imprisonment that exceeds 1 year for the offense.

(i) An attempt to commit an offense described in subdivisions (a) to (g).

(j) A violation of chapter LXXXIII-A of the Michigan penal code, 1931 PA 328, MCL 750.543a to 750.543z.

(k) A violation of section 3101, 3102(1), or 3103 of the insurance code of 1956, 1956 PA 218, MCL 500.3101, 500.3102, and 500.3103.

(*l*) A violation listed as a disqualifying offense under 49 CFR 383.51.

(m) A violation of section 707c(4).

(5) The clerk of the court shall also forward an abstract of the court record to the secretary of state if an individual has pled guilty to, or offered a plea of admission in a juvenile proceeding for, a violation of section 703 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1703, or a local ordinance substantially corresponding to that section, and has had further proceedings deferred under that section. If the individual is sentenced to a term of probation and terms and conditions of probation are fulfilled and the court discharges the individual and dismisses the proceedings, the court shall also report the

dismissal to the secretary of state.

(6) As used in subsections (7) to (9), "felony in which a motor vehicle was used" means a felony during the commission of which the individual operated a motor vehicle and while operating the vehicle presented real or potential harm to individuals or property and 1 or more of the following circumstances existed:

(a) The vehicle was used as an instrument of the felony.

(b) The vehicle was used to transport a victim of the felony.

(c) The vehicle was used to flee the scene of the felony.

(d) The vehicle was necessary for the commission of the felony.

(7) If an individual is charged with a felony in which a motor vehicle was used, other than a felony specified in subsection (4) or section 319, the prosecuting attorney shall include the following statement on the complaint and information filed in district or circuit court:

"You are charged with the commission of a felony in which a motor vehicle was used. If you are convicted and the judge finds that the conviction is for a felony in which a motor vehicle was used, as defined in section 319 of the Michigan vehicle code, 1949 PA 300, MCL 257.319, your driver's license shall be suspended by the secretary of state.".

(8) If a juvenile is accused of an act, the nature of which constitutes a felony in which a motor vehicle was used, other than a felony specified in subsection (4) or section 319, the prosecuting attorney or family division of circuit court shall include the following statement on the petition filed in the court:

"You are accused of an act the nature of which constitutes a felony in which a motor vehicle was used. If the accusation is

found to be true and the judge or referee finds that the nature of the act constitutes a felony in which a motor vehicle was used, as defined in section 319 of the Michigan vehicle code, 1949 PA 300, MCL 257.319, your driver's license shall be suspended by the secretary of state.".

(9) If the court determines as part of the sentence or disposition that the felony for which the individual was convicted or adjudicated and with respect to which notice was given under subsection (7) or (8) is a felony in which a motor vehicle was used, the clerk of the court shall forward an abstract of the court record of that conviction to the secretary of state.

(10) As used in subsections (11) and (12), "felony in which a commercial motor vehicle was used" means a felony during the commission of which the individual operated a commercial motor vehicle and while the individual was operating the vehicle 1 or more of the following circumstances existed:

(a) The vehicle was used as an instrument of the felony.

(b) The vehicle was used to transport a victim of the felony.

(c) The vehicle was used to flee the scene of the felony.

(d) The vehicle was necessary for the commission of the felony.

(11) If an individual is charged with a felony in which a commercial motor vehicle was used and for which a vehicle group designation on a license is subject to suspension or revocation under section 319b(1)(c)(*iii*), 319b(1)(d), 319b(1)(e)(*iii*), or 319b(1)(f)(*i*), the prosecuting attorney shall include the following statement on the complaint and information filed in district or circuit court:

"You are charged with the commission of a felony in which a

commercial motor vehicle was used. If you are convicted and the judge finds that the conviction is for a felony in which a commercial motor vehicle was used, as defined in section 319b of the Michigan vehicle code, 1949 PA 300, MCL 257.319b, all vehicle group designations on your driver's license shall be suspended or revoked by the secretary of state.".

(12) If the judge determines as part of the sentence that the felony for which the defendant was convicted and with respect to which notice was given under subsection (11) is a felony in which a commercial motor vehicle was used, the clerk of the court shall forward an abstract of the court record of that conviction to the secretary of state.

(13) Every individual required to forward abstracts to the secretary of state under this section shall certify for the period from January 1 through June 30 and for the period from July 1 through December 31 that all abstracts required to be forwarded during the period have been forwarded. The certification must be filed with the secretary of state not later than 28 days after the end of the period covered by the certification. The certification must be made upon a form furnished by the secretary of state and must include all of the following:

(a) The name and title of the individual required to forward abstracts.

(b) The court for which the certification is filed.

(c) The time period covered by the certification.

(d) The following statement:

"I certify that all abstracts required by section 732 of the Michigan vehicle code, 1949 PA 300, MCL 257.732, for the period _____ through _____ have been forwarded to the

secretary of state.".

(e) Other information the secretary of state considers necessary.

(f) The signature of the individual required to forward abstracts.

(14) The failure, refusal, or neglect of an individual to comply with this section constitutes misconduct in office and is grounds for removal from office.

(15) Except as provided in subsection (16), the secretary of state shall keep all abstracts received under this section at the secretary of state's main office and the abstracts must be open for public inspection during the office's usual business hours. Each abstract must be entered upon the master driving record of the individual to whom it pertains.

(16) Except for controlled substance offenses **and the exhaust system violation** described in subsection (4), the court shall not submit, and the secretary of state shall discard and not enter on the master driving record, an abstract for a conviction or civil infraction determination for any of the following violations:

(a) The parking or standing of a vehicle.

(b) A nonmoving violation that is not the basis for the secretary of state's suspension, revocation, or denial of an operator's or chauffeur's license.

(c) A violation of chapter II that is not the basis for the secretary of state's suspension, revocation, or denial of an operator's or chauffeur's license.

(d) A pedestrian, passenger, or bicycle violation, other than a violation of section 703(1) or (2) of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1703, or a local ordinance

substantially corresponding to section 703(1) or (2) of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1703, or section 624a or 624b or a local ordinance substantially corresponding to section 624a or 624b.

(e) A violation of section 710e or a local ordinance substantially corresponding to section 710e.

(f) A violation of section 328(1) if, before the appearance date on the citation, the individual submits proof to the court that the motor vehicle had insurance meeting the requirements of sections 3101 and 3102 of the insurance code of 1956, 1956 PA 218, MCL 500.3101 and 500.3102, at the time the citation was issued. Insurance obtained subsequent to the time of the violation does not make the violation an exception under this subsection.

(g) A violation described in section 319b(10)(b)(*vii*) if, before the court appearance date or date fines are to be paid, the individual submits proof to the court that the individual held a valid commercial driver license on the date the citation was issued.

(h) A violation of section 311 if the individual was driving a noncommercial vehicle and, before the court appearance date or the date fines are to be paid, the individual submits proof to the court that the individual held a valid driver license on the date the citation was issued.

(17) Except as otherwise provided in this subsection, the secretary of state shall discard and not enter on the master driving record an abstract for a bond forfeiture that occurred outside this state. The secretary of state shall enter on the master driving record an abstract for a conviction as defined in section 8a(b) that occurred outside this state in connection with

the operation of a commercial motor vehicle or for a conviction of an individual licensed as a commercial motor vehicle driver.

(18) The secretary of state shall inform the courts of this state of the nonmoving violations and violations of chapter II that are used by the secretary of state as the basis for the suspension, restriction, revocation, or denial of an operator's or chauffeur's license.

(19) If a conviction or civil infraction determination is reversed upon appeal, the individual whose conviction or determination has been reversed may serve on the secretary of state a certified copy of the order of reversal. The secretary of state shall enter the order in the proper book or index in connection with the record of the conviction or civil infraction determination.

(20) The secretary of state may permit a city or village department, bureau, person, or court to modify the requirement as to the time and manner of reporting a conviction, civil infraction determination, or settlement to the secretary of state if the modification will increase the economy and efficiency of collecting and utilizing the records. If the permitted abstract of court record reporting a conviction, civil infraction determination, or settlement originates as a part of the written notice to appear, authorized in section 728(1) or 742(1), the form of the written notice and report must be as prescribed by the secretary of state.

(21) Notwithstanding any other law of this state, a court shall not take under advisement an offense committed by an individual while operating a motor vehicle for which this act requires a conviction or civil infraction determination to be reported to the secretary of state. A conviction or civil

infraction determination that is the subject of this subsection must not be masked, delayed, diverted, suspended, or suppressed by a court. Upon a conviction or civil infraction determination, the conviction or civil infraction determination must immediately be reported to the secretary of state in accordance with this section.

(22) Except as provided in this act and notwithstanding any other provision of law, a court shall not order expunction of any violation reportable to the secretary of state under this section.

Sec. 907. (1) A violation of this act, or a local ordinance that substantially corresponds to a provision of this act, that is designated a civil infraction must not be considered a lesser included offense of a criminal offense.

(2) Permission may be granted for payment of a civil fine and costs to be made within a specified period of time or in specified installments but, unless permission is included in the order or judgment, the civil fine and costs must be payable immediately. Except as otherwise provided, a person found responsible or responsible "with explanation" for a civil infraction must pay costs as provided in subsection (4) and 1 or more of the following civil fines, as applicable:

(a) Except as otherwise provided, for a civil infraction under this act or a local ordinance that substantially corresponds to a provision of this act, the person must be ordered to pay a civil fine of not more than $100.00.

(b) If the civil infraction was a moving violation that resulted in an at-fault collision with another vehicle, an individual, or any other object, the civil fine ordered under this section is increased by $25.00 but the total civil fine must not be more than $100.00.

(c) For a violation of section 240, the civil fine ordered under this section is $15.00.

(d) For a violation of section 312a(4)(a), the civil fine ordered under this section must not be more than $250.00.

(e) For a first violation of section 319f(1), the civil fine ordered under this section must not be less than $2,500.00 or more than $2,750.00; for a second or subsequent violation, the civil fine must not be less than $5,000.00 or more than $5,500.00.

(f) For a violation of section 319g(1)(a), the civil fine ordered under this section must not be more than $10,000.00.

(g) For a violation of section 319g(1)(g), the civil fine ordered under this section must not be less than $2,750.00 or more than $25,000.00.

(h) For a violation of section 602b, the civil fine ordered under this section must be as follows:

(*i*) For a violation of section 602b(1), either of the following:

(A) If the violation does not involve an accident, $100.00 for a first offense and $250.00 for a second or subsequent offense.

(B) If the violation involves an accident, $200.00 for a first offense and $500.00 for a second or subsequent offense.

(*ii*) For a violation of section 602b(2), either of the following:

(A) If the violation does not involve an accident, $200.00 for a first offense and $500.00 for a second or subsequent offense.

(B) If the violation involves an accident, $400.00 for a first offense and $1,000.00 for a second or subsequent offense.

(i) For a violation of section 674(1)(s) or a local ordinance that substantially corresponds to section 674(1)(s), the civil fine

ordered under this section must not be less than $100.00 or more than $250.00.

(j) For a violation of section 676a(3), the civil fine ordered under this section must not be more than $10.00.

(k) For a violation of section 676c, the civil fine ordered under this section is $1,000.00.

(*l*) For a violation of section 682 or a local ordinance that substantially corresponds to section 682, the civil fine ordered under this section must not be less than $100.00 or more than $500.00.

(m) For a violation of section 710d, the civil fine ordered under this section must not be more than $10.00, subject to subsection (11).

(n) For a violation of section 710e, the civil fine and court costs ordered under this subsection must be $25.00.

(3) Except as otherwise provided in this section, if an individual is determined to be responsible or responsible "with explanation" for a civil infraction under this act or a local ordinance that substantially corresponds to a provision of this act while driving a commercial motor vehicle, the individual must be ordered to pay costs as provided in subsection (4) and a civil fine of not more than $250.00.

(4) If a civil fine is ordered under subsection (2) or (3), the judge or district court magistrate shall summarily tax and determine the costs of the action, which are not limited to the costs taxable in ordinary civil actions, and may include all expenses, direct and indirect, to which the plaintiff has been put in connection with the civil infraction, up to the entry of judgment. Costs must not be ordered in excess of $100.00. A civil

fine ordered under subsection (2) or (3) must not be waived unless costs ordered under this subsection are waived. Except as otherwise provided by law, costs are payable to the general fund of the plaintiff.

(5) In addition to a civil fine and costs ordered under subsection (2) or (3) and subsection (4) and the justice system assessment ordered under subsection (12), the judge or district court magistrate may order the individual to attend and complete a program of treatment, education, or rehabilitation.

(6) A district court magistrate shall impose the sanctions permitted under subsections (2), (3), and (5) only to the extent expressly authorized by the chief judge or only judge of the district court district.

(7) Each district of the district court and each municipal court may establish a schedule of civil fines, costs, and assessments to be imposed for civil infractions that occur within the respective district or city. If a schedule is established, it must be prominently posted and readily available for public inspection. A schedule need not include all violations that are designated by law or ordinance as civil infractions. A schedule may exclude cases on the basis of a defendant's prior record of civil infractions or traffic offenses, or a combination of civil infractions and traffic offenses.

(8) The state court administrator shall annually publish and distribute to each district and court a recommended range of civil fines and costs for first-time civil infractions. This recommendation is not binding on the courts that have jurisdiction over civil infractions but is intended to act as a normative guide for judges and district court magistrates and a basis for public

evaluation of disparities in the imposition of civil fines and costs throughout this state.

(9) If a person has received a civil infraction citation for defective safety equipment on a vehicle under section 683, the court shall waive a civil fine, costs, and assessments on receipt of certification by a law enforcement agency that repair of the defective equipment was made before the appearance date on the citation.

(10) A default in the payment of a civil fine or costs ordered under subsection (2), (3), or (4) or a justice system assessment ordered under subsection (12), or an installment of the fine, costs, or assessment, may be collected by a means authorized for the enforcement of a judgment under chapter 40 of the revised judicature act of 1961, 1961 PA 236, MCL 600.4001 to 600.4065, or under chapter 60 of the revised judicature act of 1961, 1961 PA 236, MCL 600.6001 to 600.6098.

(11) The court may waive any civil fine, cost, or assessment against an individual who received a civil infraction citation for a violation of section 710d if the individual, before the appearance date on the citation, supplies the court with evidence of acquisition of a child seating system that meets the requirements of section 710d and evidence that the individual has received education from a certified child passenger safety technician.

(12) In addition to any civil fines or costs ordered to be paid under this section, the judge or district court magistrate shall order the defendant to pay a justice system assessment of $40.00 for each civil infraction determination, except for a parking violation or a violation for which the total fine and costs

imposed are $10.00 or less. On payment of the assessment, the clerk of the court shall transmit the assessment collected to the state treasury to be deposited into the justice system fund created in section 181 of the revised judicature act of 1961, 1961 PA 236, MCL 600.181. An assessment levied under this subsection is not a civil fine for purposes of section 909.

(13) If a person has received a citation for a violation of section 223, the court shall waive any civil fine, costs, and assessment on receipt of certification by a law enforcement agency that the person, before the appearance date on the citation, produced a valid registration certificate that was valid on the date the violation of section 223 occurred.

(14) If a person has received a citation for a violation of section 328(1) for failing to produce a certificate of insurance under section 328(2), the court may waive the fee described in section 328(3)(c) and shall waive any fine, costs, and any other fee or assessment otherwise authorized under this act on receipt of verification by the court that the person, before the appearance date on the citation, produced valid proof of insurance that was in effect when the violation of section 328(1) occurred. Insurance obtained after the violation occurred does not make the person eligible for a waiver under this subsection.

(15) If a person is determined to be responsible or responsible "with explanation" for a civil infraction under this act or a local ordinance that substantially corresponds to a provision of this act and the civil infraction arises out of the ownership or operation of a commercial quadricycle, the person must be ordered to pay costs as provided in subsection (4) and a civil fine of not more than $500.00.

(16) As used in this section, "moving violation" means an act or omission prohibited under this act or a local ordinance that substantially corresponds to this act that involves the operation of a motor vehicle and for which a fine may be assessed.

Enacting section 1. This amendatory act takes effect 90 days after the date it is enacted into law.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Meeting Agenda & Arlington-Shirley Petition

1 message

Clinton Baller <cmballer@avidpays.com> Fri, May 3, 2024 at 9:09 AM
To: City Commission <city-commission@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>

---------- Forwarded message ---------
From: **jmirro** <jmirro@intromarketing.com>
Date: Fri, May 3, 2024 at 12:41 AM
Subject: Meeting Agenda & Arlington-Shirley Petition
To: lou baughmam <jolobman@sbcglobal.net>, <salexander@fumcbirmingham.org>, <karleenovice@gmail.com>, <asimmons@boon-health.com>, Kerry Milliron <kerrymilliron@gmail.com>, <loribconway@comcast.net>, Lisa Drake <carnegied@msn.com>, Mike Walsh <mike_walsh_4@yahoo.com>, <n.ramdev@yahoo.com>, <jrsteeds@gmail.com>, <repstein@ajmpack.com>, Joan Epstein <jmce55@aol.com>, Joe Durham <joemdurham@gmail.com>, <vanessar626@yahoo.com>, Charles Schwartz <cschwartz14@mac.com>, <csosnick14@mac.com>, Gretchen Gonzales Davidson <ggdavidson444@gmail.com>, <christinetobiascolman@gmail.com>, <dgdelgrosso1234@comcast.net>, <Paula_DelGrosso@comcast.net>, Douglas Friedel, Jr. <dougjr@ddpdm.com>, Sherry McCormick <szmccorm789@aol.com>, <elizanc@icloud.com>, Ryan Chayka <ryanchayka@mac.com>, Lorry Schwegman <llschwegman18@gmail.com>, Heidi Pinkert <gtbmidr@gmail.com>, shay spaniola <shayspaniola@gmail.com>, <calvinford1@gmail.com>, sawbone <sawbone@comcast.net>, Lisa Miller <lisa.katt.miller@gmail.com>, <bconnolly1@aol.com>, Mary Connolly <mlconnolly7@gmail.com>, Diana Marsh <dianamarsh@gmail.com>, Kevin Marsh <kmarsh@angleadvisors.com>, <lindsay.lee.vansyckle@gmail.com>, Gail Abraham <babydoc54@gmail.com>, <gabraham@comcast.net>, Valerie Trivax <vtree@aol.com>, GEOFFREY TRIVAX <gatree@aol.com>, <dabloom2002@yahoo.com>, Kris Sawyer <antiquer62@aol.com>, Yan S <poshrental@gmail.com>, <jlannen57@aol.com>, <jeanlannen@mac.com>, Lana Gmail <lshaffou@gmail.com>, <tshaffou@gmail.com>, Elaine C Hazel <echazel2@yahoo.com>, Gary Saltzgiver <gsaltzgiver@yahoo.com>, Nick Shebib <nshebib@yahoo.com>, <rbillmey@gmail.com>, <dbillmey@gmail.com>, Alfred Fisher IV <AJFisher4@fisherco.com>, Brooke Fisher <brookesfisher@me.com>, Alice Silbergleit <asilbergleit@gmail.com>, <drteetime@aol.com>, Kathleen Milford <kmilford47@aol.com>, <docmilford@aol.com>, Johnnyg411 <johnnyg411@gmail.com>, <andrea@andreabrowninteriors.com>, David Mendelson <DM@mendelsonlaw.net>, duncan aldred <duncan.aldred@googlemail.com>, <davidfw8@gmail.com>, <dave.mitchell@trpfund.com>, <theresamcarter@gmail.com>, s h <sbh_999@yahoo.com>, <gretamyers@gmail.com>, The Rogers <TeamR5@comcast.net>, <delarosa2@gmail.com>, <virgie.holcombe@gmail.com>, Stuart Borman <sb@borman.net>, <hilaryborman@gmail.com>, Clinton Baller <clinton@baller4bham.com>, <mosquetfamily@hotmail.com>, <cgaudette@aigai.com>, <lynn.trease@comcast.net>, <tony.trease@comcast.net>, Diana Peraino <diana.peraino@gmail.com>, <nwperaino@gmail.com>, <sjlnyc@aol.com>, Sarah Dodge <sdodge2011@gmail.com>, William Edmunds <williamcedmunds@gmail.com>, <brethencapital@gmail.com>
CC: Midge Moran <midgemoran@kw.com>, <georgenemoran@gmail.com>, Jenny Shebib <jcshebib@yahoo.com>, Alex Davis <kalex328@aol.com>

Dear Neighbors & Friends,

May 6 Commission Meeting: The agenda was posted today and does not include a separate agenda item for the Arlington-Shirley Street Project. This was pretty much expected, but we would have been remiss by not asking for it. The City Staff, who controls the Agenda, would probably not like to have much discussion before the public hearing on May 20—which is too late to have much benefit for us. Because of this, each of us will need to speak during Section IV, Items Not On The Agenda, which comes fairly early in the meeting, usually within the first hour.

We are limited to speak up to 3 minutes about why we want Arlington and Shirley Streets treated exactly as Westwood Drive in terms of the project's work and the project's assessment amount. This turned out to be less than $5,000 per

property owner for Westwood versus an estimated $50,000 if Arlington and Shirley are excavated and reconstructed as the City first proposed for Westwood and is now proposing for us.

Keep in mind that Westwood did exactly what we are planning to do. Go to the Commission Meeting and object to the high cost of excavation and reconstruction. In addition for us, we need to object to the risk to 208 trees with roots under the street as they seek water from drips out of old water mains and sewers. Most of us will same the same thing, but this is okay. The Commissioners must hear it from everyone to understand how widespread is the message and how many re-election votes are at stake.

Respectfully objecting to a proposal worked for Westwood Drive and our streets are exactly the same. So, it is logical that the outcome should be decided in the same way for us. But, everyone showed up for the Westwood Commission Meeting and this made the difference. We need to have everyone show up on Monday like we did for the Sidewalk Meeting to get the same results.

Birmingham Ordinance & Petition: Ordinance 94 states “The Commission, in order to ascertain whether or not a satisfactory number of property owners to be assessed desire any particular improvement to be made, may request and receive a petition therefore, or may receive a petition voluntarily presented.”

To fulfill this requirement, the officers of Coryell Park Association and I created a petition to be signed and presented to the Commission before the Monday, May 6, meeting. On Thursday evening, we were able to obtain one and half pages of signatures and the first attachment of this letter is the first page of this petition. All 4 elected officers’ signatures are at the top of this page.

I will be walking around this petition for more signatures over the next couple of days and your CPA officers and I would appreciate your cooperation in being available for signings since time is of the essence. If you do not expect to be home, you can stop by my house at 737 Arlington to sign the petition or you can print out the blank petition page (2nd attachment), sign/scan it and email it to me at jmirro@intromarketing.com. If easier, you may slip the signed petition page through my front door mail slot at 737 Arlington. Finally, if you signed the 11-23 petition (3rd attachment), you can send me an email with permission to cut out your 11-23 signature and paste it on the 5-24 petition.

If you have questions, please call/text/email me at 248-420-5113 or jmirro@intromarketing.com or call/text/email Co-President Midge Moran at 248-514-4084 or midgemoran@kw.com. This letter is getting wider distribution than normal due to CPA information in it. If you wish not to receive any more information about the petition or the May 6 Meeting, please reply “Unsubscribe.” Thank you.

Jim Mirro

737 Arlington

248-420-5113

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You received this message because you are subscribed to the Google Groups "City Commission" group.
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3 attachments

Arlington-Shirley 5-24 Signed Petition, Page 1..pdf
481K

Arlington-Shirley 5-24 Petition, Blank Page..pdf
260K

Arlington-Shirley 11-23 Signed Petition, 4 Pages..pdf
2480K

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	Date
Madge Moran	269 Arlington	5/2/24
Georgene Moran	269 Arlington	5/2/24
[illegible]	381 Shirley	5/2/24
[illegible]	381 SHIRLEY	5/2/24
[illegible]	226 Shirley	5/2/24
[illegible]	226 Shirley	5/2/24
Elaine Hazel	188 Shirley	5/2/24
Gary Saltzgiver	188 shirley	5/2/24
[illegible]	218 Arlington	5/2/24
Julia C Mellon	218 Arlington	5/2/24
[illegible]	843 Arlington	5/2/24
[illegible]	843 arlington	5/2/24
Kieran Scott	776 Arlington B'ham	5/2/2024
Mary P Scott	776 Arlington	5-2-24
Pamela Minelli	377 arlington Bham	5/2/24
Mike Minelli	377 Arlington Bham	5/2/24
Niharika Ramdev	280 Arlington	5/2/24
Suman Sarka	280 Arlington	5/2/24
[illegible]	737 Arlington	5/2/24
[illegible]	737 Arlington	5/2/24

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	Date

Coryell Park Association of Arlington/Shirley Property Owners

We, the undersigned property owners on Arlington/Shirley Streets, petition the City of Birmingham: 1) Not to narrow our streets; 2) Not to install sidewalks on either side; 3) Not to replace our sewers/water mains; & 4) Not to replace our streets. But to make normal repairs as necessary to streets/sewers/water mains as in the past at City expense.

Name	Address	Date
Midge Moran	269 Arlington	11/14/23
Eugene Moran	269 Arlington	11/14/23
James O Miller	645 737 Arlington	11-14-23
Loretta Miller	645 737 Arlington	11/14/23
Edward L. Baughman	117 ARLINGTON	11/18/23
Joann Baughman	117 ARLINGTON	11/18/23
Julie C Miller	218 Arlington	11/18/23
	218 Arlington	11/18/23
Niharika Pandey	280 Arlington	11/18/23
SUMAN SARKAR	280 Arlington	11/18/23
Brooke Fisher	288 Shirley Rd	11/18/23
Gary Saltzgiver	188 Shirley Rd	11/18/23
	226 Shirley	11/18/23
Alice K. Silbaugh	345 Shirley Rd.	11/18/23
Lori Concordy by Kai Concordy	222 Arlington	11/18/23
VM Concordy	222 Arlington	11/18/23
Craig Milford	361 Shirley	11/18/23
Kathy Milford	361 Shirley	11/18/23
Jolyn Schwegman	700 Arlington	11/19/23
Jerry Schwegman	700 Arlington	11/19/23

Coryell Park Association of Arlington/Shirley Property Owners

We, the undersigned property owners on Arlington/Shirley Streets, petition the City of Birmingham: 1) Not to narrow our streets; 2) Not to install sidewalks on either side; 3) Not to replace our sewers/water mains; & 4) Not to replace our streets. But to make normal repairs as necessary to streets/sewers/water mains as in the past at City expense.

Name	Address	Date
Fremont Scott	776 Arlington	11/18/23
Mary P Scott	776 Arlington	11/18/23
[illegible]	945 Arlington	11-18-23
[illegible]	968 Arlington	11/18/23
[illegible]	968 Arlington	11/18/23
[illegible]	611 Shirley	11/19/23
[illegible]	811 Shirley	11/19/23
[illegible]	735 SHIRLEY RD	11/19/23
[illegible]	735 Shirley Rd	11/19/23
Ben Allred	735 Shirley Rd	11/19/23
Simon Leopold	1000 Shirley Ct.	11/19/23
[illegible]	1000 Shirley Ct.	11/19/23
[illegible]	881 Arlington	11/19/23
Lindsay VanSyckle	881 Arlington	11/19/23
David Wentworth	619 Shirley	11/19/23
Samantha Chyette	619 Shirley	11/19/23
Douglas DeGrosso	487 Arlington	11/19/23
Paula DeGrosso	487 Arlington	11/19/23
[illegible]	381 SHIRLEY RD.	11/19/23
[illegible]	381 SHIRLEY RD.	11/19/23

Coryell Park Association of Arlington/Shirley Property Owners

We, the undersigned property owners on Arlington/Shirley Streets, petition the City of Birmingham: 1) Not to narrow our streets; 2) Not to install sidewalks on either side; 3) Not to replace our sewers/water mains; & 4) Not to replace our streets. But to make normal repairs as necessary to streets/sewers/water mains as in the past at City expense.

Name	Address	Date
Pamela Minelli	377 Arlington St.	11/19/23
MIKE MINELLI	377 ARLINGTON ST.	11/19/23
MIKE WALSH	243 ARLINGTON	11/19/23
Liz Dorf	243 ARLINGTON	11/19/23
Stacy Spaniola	503 Arlington	11/19/23
DAVE HENNING	503 ARLINGTON	11/19/23
JANET LANNEN	992 ARLINGTON	11/21/23
[illegible]	992 ARLINGTON	11/21/23
Courtney A. TRIVAS	924 ARLINGTON	11/21/23
Valerie Trevino	924 ARLINGTON	11/21/23
Elaine Hazel	188 Shirley	11/21/23
Alex Simmons	175 Arlington	11/21/23
Karlee Novice	175 Arlington	11/21/23
Brian Connolly	843 Arlington	11/21/2023
Mary Connolly	843 Arlington	11/21/2023
Nick Shebb	226 Shirley	11/21/2023
Renee Billmeyer	252 Shirley	11/21/2023
Drew Billmeyer	252 Shirley	11/21/2023
Heidi Pinkert	730 Arlington	11/23/2023
Robert Myers	730 Arlington	11/23/2023

Coryell Park Association of Arlington/Shirley Property Owners

We, the undersigned property owners on Arlington/Shirley Streets, petition the City of Birmingham: 1) Not to narrow our streets; 2) Not to install sidewalks on either side; 3) Not to replace our sewers/water mains; & 4) Not to replace our streets. But to make normal repairs as necessary to streets/sewers/water mains as in the past at City expense.

Name	Address	Date
Kevin Marsh	860 Arlington	11/22/23
Cheryl A Pollock	200 Linden *	11/25/23
Ryan Chayka	600 Arlington	11/26/2023
Eliza Nasmeh Chayka	600 Arlington	11/26/23
Sherry McCormick	550 Arlington	B4m 48009
David Madison	300 Shirley 11/26/23	11/24/23
Lorie Madison	300 Shirley 11-26-23	
DEV STAHL	144 LINDEN *	11/26/23
COURTNEY STAHL	144 LINDEN *	11/26/23
	975 Arlington	11/27/23
	975 Arlington	11/27/23
John R. Smith	230 Linden Rd. *	11/28/2023
Joan M. Smith	230 Linden Rd *	11/28/2023
Richard Hall	176 Linden Rd *	11/28/2023
William Edmunds	1420 WEST LINCOLN	11/28/2023
Nancy Edmunds	1420 West Lincoln	11/28/2023
David Todd	136 Linden Rd. *	11/28/2023
Mary VanHuffel	136 Linden Rd. *	11/29/2023
Matt Mitchell	663 SHIRLEY	11/30/23
Karen Mitchell	C/O 3 Shirley	11/30/23

* BACKS UP TO SHIRLEY

18EA

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Excavation Hardship

1 message

Clinton Baller <cmballer@avidpays.com> Sat, May 4, 2024 at 5:36 PM
To: City Commission <city-commission@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>

Begin forwarded message:

From: jmirro <jmirro@intromarketing.com>
Date: May 4, 2024 at 3:23:03 PM EDT
To: Charles Schwartz <cschwartz14@mac.com>, Lisa Miller <lisa.katt.miller@gmail.com>, lindsay.lee.vansyckle@gmail.com, vanessar626@yahoo.com, Joe Durham <joemdurham@gmail.com>, csosnick14@mac.com, christinetobiascolman@gmail.com
Subject: FW: Excavation Hardship

Dear Neighbors,

Please call me if this new information leads you to want to sign the petition today. Thank you.

Jim

From: jmirro [mailto:jmirro@intromarketing.com]
Sent: Saturday, May 04, 2024 1:37 PM
To: 'loribconway@comcast.net'; 'dabloom2002@yahoo.com'; 'Gail Abraham'; 'gabraham@comcast.net'; 'Kevin Marsh'; 'Diana Marsh'; 'karleenovice@gmail.com'; 'asimmons@boon-health.com'; 'elizanc@icloud.com'; 'Ryan Chayka'; 'jlannen57@aol.com'; 'jeanlannen@mac.com'; 'Gretchen Gonzales Davidson'; 'Yan S'; 'Douglas Friedel, Jr.'; 'Sarah Dodge'; 'delaros2@gmail.com'; 'Stuart Borman'; 'hilaryborman@gmail.com'; 'theresamcarter@gmail.com'; 'Alice Silbergleit'; 'andrea@andreabrowninteriors.com'; 'Alfred Fisher IV'; 'Brooke Fisher'; 'tony.trease@comcast.net'; 'lynn.trease@comcast.net'; 'Diana Peraino'; 'nwperaino@gmail.com'; 'mosquetfamily@hotmail.com'; 'davidfw8@gmail.com'; 'dave.mitchell@trpfund.com'; 'drteetime@aol.com'; 'dave.mitchell@trpfund.com'; 'rbillmey@gmail.com'; 'dbillmey@gmail.com'
Subject: Excavation Hardship

Dear Neighbors & Friends,

Thanks for all of you who have already signed the petition and I will be walking around some more today for those I missed on Thursday and Friday evenings. I just realized one thing that some neighbors have not known and has not been in my letters. If the City excavates our streets, we will not be able to use them for about 2 weeks while heavy equipment is moving dirt and gravel. And we will not get any services either since all service trucks will be banned for safety reasons. We will need to park our cars

on Lincoln or north of Maple and walk to our houses carrying groceries. This is what happened on Pierce Street last year and why we are petitioning for less invasive methods like HDD or narrow trenching like done on Westwood that permits continued access every day. In view of this, please text or email me about when I can stop by your house for your petition signature. Thank you.

Jim Mirro

737 Arlington

248-420-5113

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You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9GV94SyVni3xQ2fNX-4%3DsE0XMoiu8iY1kq0phgu6Wv9cw%40mail.gmail.com.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Arlington/Shirley project.

1 message

'bconnolly1@aol.com' via City Commission <city-commission@bhamgov.org> Tue, Apr 30, 2024 at 9:15 PM
Reply-To: "bconnolly1@aol.com" <bconnolly1@aol.com>
To: City Commission <city-commission@bhamgov.org>

Dear Commissioners,
Please allow this issue to be placed on the agenda for next week's meeting. Jim Mirro continues to make what appears to be a very strong case for a less expensive and disruptive approach to resurfacing our streets and has marshaled impressive support for his argument from various authorities. The city appears to be unreceptive to this but I feel that we deserve a proper airing in public and a clearer explanation for the city's rationale for opposing it.
Again, thank you for your impressive time and service which I did not really appreciate until I began following this issue.
Brian Connolly MD
843 Arlington.

Sent from AOL Mobile Mail

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You received this message because you are subscribed to the Google Groups "City Commission" group.
To unsubscribe from this group and stop receiving emails from it, send an email to city-commission+unsubscribe@bhamgov.org.
To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/1025057251.3096602.1714526116118%40mail.yahoo.com.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Arlington & Shirley Petition Request

1 message

jmirro <jmirro@intromarketing.com> Mon, May 6, 2024 at 10:16 AM
To: Elaine McLain <emclain@bhamgov.org>, kschafer@bhamgov.org, along@bhamgov.org, tlonge@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org
Cc: Jana Ecker <Jecker@bhamgov.org>, abingham@bhamgov.org, mkucharek@bhlaw.us.com, cballer@bhamgov.org

Dear Commissioners,

Because Arlington/Shirley's request for an Agenda Item at this evening's Commission Meeting was not granted, please read the attached letter and attachments to this letter before the meeting. Please also make a motion and vote on Arlington/Shirley's request to be treated the same as Westwood Drive when upgrading our infrastructure due to all 3 streets being identical and new information about the structure of our streets. Thank you.

Jim Mirro, Resident Agent

Save Our Streets & Trees

A MI Nonprofit Foundation

5 attachments

- **Commission Letter, 5-4-24..pdf**
  603K
- **City Ordinance 94-4..pdf**
  476K
- **Arlington & Shirley Signed 5-24 Petition..pdf**
  2110K
- **Commission Letter, 4-30-24..pdf**
  1625K
- **Motion Passed 2-5-24..pdf**
  483K

Birmingham City Commission
151 Martin Street
Birmingham, MI 48009

May 4, 2024

Dear Commissioners,

Petition: As described by City Ordinance 94-4 (1), 1st attachment, "The Commission, in order to ascertain whether or not a satisfactory number of property owners to be assessed desire any particular improvement to be made, may receive a petition voluntarily presented." The 2nd attachment is a 4-page petition being voluntarily presented by a majority of Arlington and Shirley property owners in fulfillment of this ordinance and as related to the water main and sewer upgrade project more fully described in my letter to the Commission dated 4-30-24, 3rd attachment.

New Information: Since our 4-30-24 letter was sent to the Commission, we have learned new information about how our streets were made during the petition-signing process which has a major bearing on the work to be done. Our property owners and petition signers at 970 Shirley Road are Art Levy and Linda Dresner. Art informed me on 5-4-24 that his company provided all the slag chips to create the foundation for Arlington and Shirley Streets many years ago. He further explained that each slag chip has a "sharp edge" feature that allows it to lock together with other slag chips better than crushed limestone gravel used today and is also more conducive to asphalt adhesion than gravel. It is his expert opinion that this is what makes our streets so durable despite the City Engineering Department's classification of them as "unimproved." If our streets were to be excavated and reconstructed to upgrade the infrastructure, we would end up with less durable gravel base streets than what we have today. So, in addition to tree root disturbance and a higher assessment cost, this is another reason we are petitioning for HDD or narrow trenching, as used on Westwood Drive, to upgrade our infrastructure.

Robert's Rules of Order: At the 2-5-24 Meeting, the Commissioners voted to allow Arlington and Shirley Streets not to have sidewalks, keep its 33-foot street width, keep an asphalt pavement, but to be replaced (excavated/reconstructed) when upgrading its infrastructure (4th attachment). According to Roberts' Rules, once the 2-5-24 meeting was adjourned, each element of that vote became a separate law of the City and can be changed or amended or rescinded without affecting other elements of the original motion by a simple majority vote. A 2/3 or "super majority" vote is only required prior to the Commission Meeting being adjourned. This permits the Commission to vote at the 5-6-24 Meeting to allow Arlington/Shirley Streets to be treated like Westwood from both a construction and assessment standpoint because the streets are identical in all ways. Since Ordinance 94 states that "The Commission shall carefully consider any petition received," Arlington/Shirley property owners ask that a motion be made and a vote taken on 5-6-24 to treat them in the same way as Westwood property owners. Thank you.

Jim Mirro

Jim Mirro, Resident Agent, Save Our Streets & Trees, A MI Nonprofit Foundation

Owner means a person who holds solely or concurrently with others a fee interest in a parcel of real property, or who is purchasing a parcel of real property under a mortgage or land contract.

Street means a public street, avenue, highway, road, path, boulevard, right-of-way, or alley or other access used for travel by the public.

(Ord. No. 1637, 3-24-97; Ord. No. 1962, 4-21-08)

Sec. 94-3. - Commission authority.

The city commission shall have the power and authority to determine that the whole or any part of the cost of any public improvement shall be defrayed by special assessments upon the property especially benefitted, consistent with the procedures set forth in this chapter.

(Ord. No. 1637, 3-24-97)

Sec. 94-4. - Initiation of improvement.

Proceedings for the making of public improvements within the city may be commenced by resolution of the city commission, on its own initiative.

(1) The commission, in order to ascertain whether or not a satisfactory number of property owners to be assessed desire any particular improvement to be made, may request and receive a petition therefor, or may receive a petition voluntarily presented.

(2) The commission shall carefully consider any petition received, but petitions shall be advisory only and shall not be jurisdictional. Petitions shall in no event be mandatory upon the commission.

(Ord. No. 1637, 3-24-97)

Sec. 94-5. - Petitions.

(a) All petitions shall be circulated and signed on blank forms furnished by the city engineer. Such petitions shall contain, in addition to the signature of the owner(s), a brief description of the property owned by the respective signers thereof.

(b) Petitions shall be verified by the affidavit(s) of the petition circulator(s) attesting that signatures on the petition are genuine and that the persons signing are owners of the described properties.

(c) Petitions shall be filed with the city engineer.

(d) All petitions shall be referred by the city engineer to the manager. The manager shall check the petitions to determine whether they conform to the foregoing requirements and shall report his or her findings to the city engineer.

(Ord. No. 1637, 3-24-97; Ord. No. 1962, 4-21-08)

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	Date
Midge Moran	269 Arlington	5/2/24
Georgene Moran	269 Arlington	5/2/24
[illegible]	381 Shirley	5/2/24
[illegible]	381 SHIRLEY	5/2/24
[illegible]	226 Shirley	5/2/24
[illegible]	226 Shirley	5/2/24
Elaine Hazel	188 Shirley	5/2/24
Gary Saltzgiver	188 Shirley	5/2/24
[illegible]	218 Arlington	5/2/24
Julie C Mellion	218 Arlington	5/2/24
[illegible]	843 Arlington	5/2/24
M Connolly	843 arlington	5/2/24
Kieran Scott	776 Arlington B'ham	5/2/2024
Mary P Scott	776 Arlington	5-2-24
Pamela Minelli	377 Arlington Bham	5/2/24
Mike Minelli	377 Arlington Bham	5/2/24
Niharika Ramdev	280 Arlington	5/2/24
Suman Sarka	280 Arlington	5/2/24
[illegible] Mora	737 Arlington	5/2/24

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	Date
	130 Arlington	5/2/2024
	130 Arlington.	5/2/2024
Edward L. Baughman	117 ARLINGTON	5/2/2024
Joann Z. Baughman	117 ARLINGTON	5/2/2024
	361 Shirley	5/2/2024
	361 Shirley	5/2/2024
	1057 Arlington	5/3/2024
Lana Shelton	1057 Arlington	5-3-24
Shery Sparrola	503 Arlington	5-3-24
David Henning	503 Arlington	5-3-24
Douglas DelRosso	487 Arlington	05/03/24
Sherry M'Cormick	550 arlington	5/3/2024
Brian Russell	645 Arlington	5/3/2024
Emily Russel	645 Arlington	5/3/2024
Louis A. Sawyer	968 Arlington	5/3/2024
Ronald F. Sawyer	908 Arlington	5/3/2024
Alexander F. Sawyer	968 Arlington	5/3/2024
Nicole F. Sawyer	968 Arlington	5/3/2024
	737 Arlington	5/3/24

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	* Date
William C Edmunds	1420 WEST LINCOLN	5-3-2024
Nancy Edmunds	1420 West Lincoln	5-3-2024
John Schwegman	700 Arlington St	5-3-2024
Terry Schwegman	700 Arlington St	5-3-2024
[illegible]	735 SHIRLEY RD	5-3-2024
Joanne Ardred	735 SHIRLEY RD	5-3-2024
Caitlin Ardred	735 Shirley Rd	5-3-2024
Benjamin Ardred	735 Shirley Rd	5-3-2024
Elfie Pell	735 Shirley Rd	5-3-2024
SAFI HAMID	708 Shirley	5/3/2024
Greta Misetxte	708 Shirley	5/3/2024
Barbara Bloom	945 Arlington	5/3/2024
David Weyland	619 Shirley	5/4/24
STUART BARMAN	611 Shirley	5-4-24
Hilary Barman	611 Shirley	5-4-24
Edward C. Lee Jr.	970 Shirley Rd	5-4-24
Linda Deaner	970 Shirley Rd	5-4-24
Joseph Center	640 Shirley	5/4/24
Theresa Center	640 Shirley	5/4/24

* NORTH WEST CORNER of ARLINGTON & W. LINCOLN

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	Date
JANET LANNEN	992 ARLINGTON	5/4/24
	992 ARLINGTON	5/4/24
Courtney A. Trivers	924 Arlington	5/4/24
Valerie Trevino	924 Arlington	5/4/24
Heidi Pinkert	730 Arlington	5/4/2024
Robert Myers	730 Arlington	5/4/2024
Simon Leobold	1000 Shelby Ct.	5/4/24
	1000 Shelby Ct.	5/4/24
Kari Concuey	222 Arlington	5/4/24
VM Concuey	222 Arlington	5/4/24
Gretchen Davidson	444 Arlington	5/4/24

jmirro

From: jmirro [jmirro@intromarketing.com]

Sent: Tuesday, April 30, 2024 3:44 PM

To: 'Elaine McLain'; 'kschafer@bhamgov.org'; 'along@bhamgov.org'; 'tlonge@bhamgov.org'; 'ahaig@bhamgov.org'; 'bhost@bhamgov.org'

Cc: 'Jana Ecker'; 'abingham@bhamgov.org'; 'mkucharek@bhlaw.us.com'; 'cballer@bhamgov.org'

Subject: New Information & A Compromise Arlington/Shirley Proposal

Attachments: MSU Letter, 4-18-24..pdf; Father & Son Arborist Letter, 4-29-24..pdf; Betty Finkbeiner Realtor Letter, 4-28-24..pdf; Midge Moran Realtor Letter, 4-29-24..pdf; Downtown Magazine Article, 7-2-22..pdf; City Commission Mtg Minutes, 6-27-22..pdf; Corey Holter Letter, 4-28-24..pdf; Westwood Signed Petition, 5-22..pdf; Arlington-Shirley Signed Petition, 4 Pages..pdf; Unimproved Road Scoring List, 10-2-23..pdf; Westwood Street Pavement Failure, 10-30-23..jpeg

Dear Commissioners,

Background: Thank you for letting me speak at the April 15 Commission Meeting regarding the Arlington/Shirley Street Project. Since that meeting, more information has been obtained and, because of this, we property owners want to offer a compromise plan to meet all of our goals.

Tree Count & Risk Value: In previous letters, we have estimated that 100 trees could be harmed due to under-street root disturbance from full street excavation. Last week the neighborhood conducted an on-site tree count and found that 208 trees are at risk in the 8 1/2 ' ROW space and the next 8 ½ feet past the ROW space on private property. Using the City's Tree Manual value figures, these 208 trees on Arlington/Shirley Streets are worth over $260,000 should they be damaged from full excavation of our streets.

Expert Opinion Letters: You previously received letters from Cranbrook Pavement, The Oakland County Road Commission and The Michigan Department of Transportation (MDOT) stating the excellent condition of our streets' pavement/foundation and they also recommended not to use full excavation to replace infrastructure. On April 18, we received a letter from the Michigan State University School of Construction (1st attachment) recommending the same thing. In addition, we received a letter from the Father & Son certified tree arborist (2nd attachment) that full excavation would be harmful to our trees and that either HDD or narrow trenching is recommended to replace our infrastructure. We also received letters from two realtors commenting on the value of our neighborhood trees and the risk to property values if full excavation occurs (3rd and 4th attachments).

Westwood Commission Vote: The first street to be upgraded after the Street Improvement Policy was enacted in October of 2021 was Westwood Drive. As explained in the Downtown Magazine article (5th attachment) and minutes of the 6-27-22 Commission Meeting (6th attachment), Westwood property owners were given 3 alternatives: A) Full excavation and reconstruction at an estimated cost close to $50,000 per 100' lot; B) Trenched replacement of water mains & sewers with cape seal afterward at an estimated cost of $2,500 to $3,500 per lot and C) No change. This is also confirmed in a 4-27-24 letter received from Westwood spokesperson, Corey Holter (7th attachment). After listening to the property owners' objections to the high cost of alternative A, Commissioner Haig made a motion for Alternative B as a compromise position and received 5 "yes" votes from Commissioners Boutros, Baller, Host, Longe and Haig with 2 "no" votes from Commissioners McLain and Schafer. The motion passed and the Westwood project was completed last year.

Comparison of Streets: Westwood Drive and Arlington/Shirley Streets are the same in every way. All 3 have cement curbs/gutters, center-street crowns, cast iron drains, engineered manhole chambers/covers/sewer systems, asphalt surfaces, 33' widths and durable "near improved' foundations. The only difference is that Westwood has sidewalks, but they have been there since the street was first built. Property owners on all 3 streets cannot handle the cost of a fully-reconstructed street and Arlington/Shirley property owners also have a tree root risk that does not exist to the same extent on Westwood. Property owners on all 3 streets expressed happiness with their streets/infrastructure and voted for no street change with a 4-page petition from Westwood (8th attachment) and with a 4-page petition from Arlington/Shirley (9th attachment). Westwood later agreed to

alternative B when water pressure and sewer issues would not support a "no change" vote (same as the Arlington/Shirley situation). Since then, the majority of Westwood property owners are mostly pleased with how the street upgrade project turned out and especially appreciate being assessed for the more-affordable alternative B.

Compromise Proposal: To date the City Staff has not embraced the Arlington/Shirley proposal for HDD to upgrade infrastructure, despite five expert opinions that it is the least expensive upgrade method and provides the least risk to the roots of 208 nearby trees. In view of this impasse, Arlington/Shirley property owners now propose as a compromise plan that the City use the same method of replacing water mains and sewers as done on Westwood through narrow trenching/patching and a cape seal treatment afterward. While this plan is financially beneficial to all property owners, it will especially benefit the following: 1) seniors/retirees on a fixed income; 2) widows with limited resources; and 3) young families struggling with high-interest-rate mortgage payments. This plan will keep all of them from having to move from their homes just to pay a large assessment which is consistent with the City's "aging in place" policy and will show that the City has compassion for all age groups. Our property owners understand that, under this plan, they will be responsible for future cape seal assessments and they freely accept this alternative as have the Westwood property owners. In summary, we wish to be treated exactly like Westwood property owners.

May 6 Meeting: Because of the information in this letter, we request that our proposal be placed on the May 6 Commission Meeting Agenda for a vote so that the City Staff can stop spending time/money on the full reconstruction plan and related SAD process between now and the public hearing date of May 20 if the City accepts our proposed compromise. It also permits the Engineering Department to request a narrow trench/cape seal bid from contractors instead of a full excavation bid. To meet this timing, this proposal is being made ahead of the Wednesday deadline for approval of the May 6 agenda.

Effect on Unimproved Road Plan: Because Westwood and Arlington/Shirley are so obviously more improved than the other 26 miles of truly unimproved streets without curbs, gutters, crowns, engineered features and also without city leaf pick up/street cleaning, a "yes" vote on this plan will not set a precedent to forego upgrading of the other unimproved streets to "improved" status.

Timing: Because there are about a dozen active house projects on our streets this year and because our streets are 28th on the City Pacer list of 30 streets (10th attachment), we continue to propose our street work be done in 2025 or later. But, if this is a non-starter for the City and narrow trenching is acceptable to the City as done on Westwood Drive, Arlington/Shirley property owners will drop their objection to 2024 work. Under this scenario, however, some cape seal touch up will be required near construction sites in 2025 if our cape seal damage is similar to what happened on Westwood with one construction project (11th attachment).

Repairs/Hydrants: Our property owners request that any existing street problems (low spots, pavement cracks, manhole cover depressions, etc.) be repaired at the time of trench patching and before the cape seal treatment occurs. If any fire hydrants are added to our two streets, we also request that they be placed at the corner of two lots and not in anyone's front yard.

Support & Vote: This proposal has the support of all officers of the Coryell Park (Homeowners) Association and the vast majority of the property owners on both Arlington and Shirley Streets. We are hoping that, based on the information in this letter, all voting Commissioners will give us their "yes" vote on May 6 to show fairness in treating identical Birmingham streets in the same way and to demonstrate that property owners and the City can work together through compromise to achieve our mutual goals. With a unanimous "yes" vote on May 6, the Commission will automatically meet the "super majority" requirement to pass this resolution.

Jim Mirro, Resident Agent
Save Our Street & Trees
A MI Nonprofit Foundation
737 Arlington
248-420-5113

- There was significant agreement on the importance of the water and sewer improvements, and on the value of improving the road. Once the road is improved, maintenance of the road surface would be paid for by the City rather than the project area's residents; and,
- The AHUSSC considered alternative funding methods for road improvements and did not recommend any, in part because other Birmingham streets have been improved using the present funding method. Westwood, a street that recently chose to remain unimproved, is now being noted for its poor surface quality by some residents.

MOTION: Motion by Commissioner Long, seconded by Commissioner Longe:
We approve to go forward with the water and sewer, that the City replaces the roadway and the curbs, and the roadway is asphalt and remains the same width that it is right now, and no sidewalks.

Commissioner comments were:

- The project area residents did not request asphalt;
- Everyone should look at the October 2, 2023 Commission workshop on unimproved roads to understand the cost structure for unimproved versus improved and the payback period;
- If the water and sewer is improved, it is possible that the manhole covers, grates, and curbs would need to be replaced; and,
- One Commissioner would not support the project without road improvement, citing the issues with Westwood's road surface. Additionally, sidewalks are safer than walking in the road.

Staff provided guidance regarding the process and answered informational questions from the Commission.

Public Comment
Fremont Scott supported replacing only the necessary curbs.

Jenny Shebib supported saving as much of the curb as possible.

Mike Minelli supported the water and sewer improvements, more attention for sidewalk repair, and breaking future projects into smaller portions for review purposes.

Richard Silbergleit, Cary Miliron, Lisa Drake, Ms. Shebib, Renee Billmeyer, Pam Minelli, and Creagh Milford supported the motion.

Ms. Hathaway supported each street being evaluated individually when improvement is under consideration.

Mr. Mirro commented on whether Arlington and Shirley are improved roads, on horizontal drilling, and on the coverage of this item in the news media.

Scott Allen supported narrowing the streets and adding sidewalks in the project area.

Vanessa Durham supported the addition of sidewalks.

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Correction To 5-4-24 Letter

1 message

jmirro <jmirro@intromarketing.com> Mon, May 6, 2024 at 4:15 PM
To: Elaine McLain <emclain@bhamgov.org>, kschafer@bhamgov.org, along@bhamgov.org, tlonge@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org
Cc: Jana Ecker <Jecker@bhamgov.org>, mfairbairn@bhamgov.org, abingham@bhamgov.org, mkucharek@bhlaw.us.com, cballer@bhamgov.org

Dear Commissioners,

Please note that my 5-4-24 letter to you has incorrectly stated Ed Levy's first name as Art who is another friend of mine with the same last name. Ed's name is correctly signed in the petition.

Also, I spoke to Melissa Fairbairne today when I was notified that she will be taking Jana's place at this evening's meeting. I wanted to be sure that she received copies of the same letters sent to you and she said that she has.

I look forward to seeing you at this evening's meeting. Thank you.

Jim Mirro

248-420-5113

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Meeting Agenda & Arlington-Shirley Petition

2 messages

Clinton Baller <cmballer@avidpays.com> Fri, May 3, 2024 at 9:09 AM
To: City Commission <city-commission@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>

---------- Forwarded message ---------
From: **jmirro** <jmirro@intromarketing.com>
Date: Fri, May 3, 2024 at 12:41 AM
Subject: Meeting Agenda & Arlington-Shirley Petition
To: lou baughmam <jolobman@sbcglobal.net>, <salexander@fumcbirmingham.org>, <karleenovice@gmail.com>, <asimmons@boon-health.com>, Kerry Milliron <kerrymilliron@gmail.com>, <loribconway@comcast.net>, Lisa Drake <carnegied@msn.com>, Mike Walsh <mike_walsh_4@yahoo.com>, <n.ramdev@yahoo.com>, <jrsteeds@gmail.com>, <repstein@ajmpack.com>, Joan Epstein <jmce55@aol.com>, Joe Durham <joemdurham@gmail.com>, <vanessar626@yahoo.com>, Charles Schwartz <cschwartz14@mac.com>, <csosnick14@mac.com>, Gretchen Gonzales Davidson <ggdavidson444@gmail.com>, <christinetobiascolman@gmail.com>, <dgdelgrosso1234@comcast.net>, <Paula_DelGrosso@comcast.net>, Douglas Friedel, Jr. <dougjr@ddpdm.com>, Sherry McCormick <szmccorm789@aol.com>, <elizanc@icloud.com>, Ryan Chayka <ryanchayka@mac.com>, Lorry Schwegman <llschwegman18@gmail.com>, Heidi Pinkert <gtbmidr@gmail.com>, shay spaniola <shayspaniola@gmail.com>, <calvinford1@gmail.com>, sawbone <sawbone@comcast.net>, Lisa Miller <lisa.katt.miller@gmail.com>, <bconnolly1@aol.com>, Mary Connolly <mlconnolly7@gmail.com>, Diana Marsh <dianamarsh@gmail.com>, Kevin Marsh <kmarsh@angleadvisors.com>, <lindsay.lee.vansyckle@gmail.com>, Gail Abraham <babydoc54@gmail.com>, <gabraham@comcast.net>, Valerie Trivax <vtree@aol.com>, GEOFFREY TRIVAX <gatree@aol.com>, <dabloom2002@yahoo.com>, Kris Sawyer <antiquer62@aol.com>, Yan S <poshrental@gmail.com>, <jlannen57@aol.com>, <jeanlannen@mac.com>, Lana Gmail <lshaffou@gmail.com>, <tshaffou@gmail.com>, Elaine C Hazel <echazel2@yahoo.com>, Gary Saltzgiver <gsaltzgiver@yahoo.com>, Nick Shebib <nshebib@yahoo.com>, <rbillmey@gmail.com>, <dbillmey@gmail.com>, Alfred Fisher IV <AJFisher4@fisherco.com>, Brooke Fisher <brookesfisher@me.com>, Alice Silbergleit <asilbergleit@gmail.com>, <drteetime@aol.com>, Kathleen Milford <kmilford47@aol.com>, <docmilford@aol.com>, Johnnyg411 <johnnyg411@gmail.com>, <andrea@andreabrowninteriors.com>, David Mendelson <DM@mendelsonlaw.net>, duncan aldred <duncan.aldred@googlemail.com>, <davidfw8@gmail.com>, <dave.mitchell@trpfund.com>, <theresamcarter@gmail.com>, s h <sbh_999@yahoo.com>, <gretamyers@gmail.com>, The Rogers <TeamR5@comcast.net>, <delarosa2@gmail.com>, <virgie.holcombe@gmail.com>, Stuart Borman <sb@borman.net>, <hilaryborman@gmail.com>, Clinton Baller <clinton@baller4bham.com>, <mosquetfamily@hotmail.com>, <cgaudette@aigai.com>, <lynn.trease@comcast.net>, <tony.trease@comcast.net>, Diana Peraino <diana.peraino@gmail.com>, <nwperaino@gmail.com>, <sjlnyc@aol.com>, Sarah Dodge <sdodge2011@gmail.com>, William Edmunds <williamcedmunds@gmail.com>, <brethencapital@gmail.com>
CC: Midge Moran <midgemoran@kw.com>, <georgenemoran@gmail.com>, Jenny Shebib <jcshebib@yahoo.com>, Alex Davis <kalex328@aol.com>

Dear Neighbors & Friends,

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property owner for Westwood versus an estimated $50,000 if Arlington and Shirley are excavated and reconstructed as the City first proposed for Westwood and is now proposing for us.

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Birmingham Ordinance & Petition: Ordinance 94 states “The Commission, in order to ascertain whether or not a satisfactory number of property owners to be assessed desire any particular improvement to be made, may request and receive a petition therefore, or may receive a petition voluntarily presented.”

To fulfill this requirement, the officers of Coryell Park Association and I created a petition to be signed and presented to the Commission before the Monday, May 6, meeting. On Thursday evening, we were able to obtain one and half pages of signatures and the first attachment of this letter is the first page of this petition. All 4 elected officers’ signatures are at the top of this page.

I will be walking around this petition for more signatures over the next couple of days and your CPA officers and I would appreciate your cooperation in being available for signings since time is of the essence. If you do not expect to be home, you can stop by my house at 737 Arlington to sign the petition or you can print out the blank petition page (2nd attachment), sign/scan it and email it to me at jmirro@intromarketing.com. If easier, you may slip the signed petition page through my front door mail slot at 737 Arlington. Finally, if you signed the 11-23 petition (3rd attachment), you can send me an email with permission to cut out your 11-23 signature and paste it on the 5-24 petition.

If you have questions, please call/text/email me at 248-420-5113 or jmirro@intromarketing.com or call/text/email Co-President Midge Moran at 248-514-4084 or midgemoran@kw.com. This letter is getting wider distribution than normal due to CPA information in it. If you wish not to receive any more information about the petition or the May 6 Meeting, please reply “Unsubscribe.” Thank you.

Jim Mirro

737 Arlington

248-420-5113

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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 on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9EfvS0hX2P8kROih8WJkTvpzPRtMTNvaKq6kUUDoHtckg%40mail.gmail.com.

3 attachments

Arlington-Shirley 5-24 Signed Petition, Page 1..pdf
481K

Arlington-Shirley 5-24 Petition, Blank Page..pdf
260K

Arlington-Shirley 11-23 Signed Petition, 4 Pages..pdf
2480K

Clinton Baller <cmballer@avidpays.com> Fri, May 3, 2024 at 7:06 PM
To: City Commission <city-commission@bhamgov.org>, Department Heads <departmentheads@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>

---------- Forwarded message ---------
From: **John Graham** <johnnyg411@gmail.com>
Date: Fri, May 3, 2024 at 12:33 PM
Subject: Re: Meeting Agenda & Arlington-Shirley Petition
To: jmirro <jmirro@intromarketing.com>,

Jim

This is the same Westwood that you referenced in this email in November right?

Not signing a petition

> John,
>
> You don't have the whole story. The photo attachment is the street that Westwood got after their sewer/water main work was done this past June. It is worse than what they had before and they had to pay the assessment to add insult to injury. They wish they had their old street back, but it is too late. This is what will happen to us if we don't object to the plan as now written for 2024. We are better off waiting until a future year when the City gets its act together and is willing to give us a better road than the "cape seal" version. Otherwise, we will have lost our chance forever for a better road as the City will not re-do our road even if we don't like it. Are you willing to go see the Westwood debacle with your own eyes before coming to a firm conclusion?
>
> Jim

From: jmirro <jmirro@intromarketing.com>
Date: Friday, May 3, 2024 at 12:42 AM
To: 'lou baughmam' <jolobman@sbcglobal.net>, salexander@fumcbirmingham.org <salexander@fumcbirmingham.org>, karleenovice@gmail.com <karleenovice@gmail.com>, asimmons@boon-health.com <asimmons@boon-health.com>, 'Kerry Milliron' <kerrymilliron@gmail.com>, loribconway@comcast.net <loribconway@comcast.net>, 'Lisa Drake' <carnegied@msn.com>, 'Mike Walsh' <mike_walsh_4@yahoo.com>, n.ramdev@yahoo.com <n.ramdev@yahoo.com>, jrsteeds@gmail.com <jrsteeds@gmail.com>, repstein@ajmpack.com <repstein@ajmpack.com>, 'Joan Epstein' <jmce55@aol.com>, 'Joe Durham' <joemdurham@gmail.com>, vanessar626@yahoo.com <vanessar626@yahoo.com>, 'Charles Schwartz' <cschwartz14@mac.com>, csosnick14@mac.com <csosnick14@mac.com>, 'Gretchen Gonzales Davidson' <ggdavidson444@gmail.com>, christinetobiascolman@gmail.com <christinetobiascolman@gmail.com>, dgdelgrosso1234@comcast.net <dgdelgrosso1234@comcast.net>, Paula_DelGrosso@comcast.net <Paula_DelGrosso@comcast.net>, 'Douglas Friedel, Jr.' <dougjr@ddpdm.com>, 'Sherry McCormick' <szmccorm789@aol.com>, elizanc@icloud.com <elizanc@icloud.com>, 'Ryan Chayka' <ryanchayka@mac.com>, 'Lorry Schwegman' <llschwegman18@gmail.com>, 'Heidi Pinkert' <gtbmidr@gmail.com>, 'shay spaniola' <shayspaniola@gmail.com>, calvinford1@gmail.com <calvinford1@gmail.com>, 'sawbone' <sawbone@comcast.net>, 'Lisa Miller' <lisa.katt.miller@gmail.com>, bconnolly1@aol.com <bconnolly1@aol.com>, 'Mary Connolly'

<mlconnolly7@gmail.com>, 'Diana Marsh' <dianamarsh@gmail.com>, 'Kevin Marsh' <kmarsh@angleadvisors.com>, lindsay.lee.vansyckle@gmail.com <lindsay.lee.vansyckle@gmail.com>, 'Gail Abraham' <babydoc54@gmail.com>, gabraham@comcast.net <gabraham@comcast.net>, 'Valerie Trivax' <vtree@aol.com>, 'GEOFFREY TRIVAX' <gatree@aol.com>, dabloom2002@yahoo.com <dabloom2002@yahoo.com>, 'Kris Sawyer' <antiquer62@aol.com>, 'Yan S' <poshrental@gmail.com>, jlannen57@aol.com <jlannen57@aol.com>, jeanlannen@mac.com <jeanlannen@mac.com>, 'Lana Gmail' <lshaffou@gmail.com>, tshaffou@gmail.com <tshaffou@gmail.com>, 'Elaine C Hazel' <echazel2@yahoo.com>, 'Gary Saltzgiver' <gsaltzgiver@yahoo.com>, 'Nick Shebib' <nshebib@yahoo.com>, rbillmey@gmail.com <rbillmey@gmail.com>, dbillmey@gmail.com <dbillmey@gmail.com>, 'Alfred Fisher IV' <AJFisher4@Fisherco.com>, 'Brooke Fisher' <brookesfisher@me.com>, 'Alice Silbergleit' <asilbergleit@gmail.com>, drteetime@aol.com <drteetime@aol.com>, 'Kathleen Milford' <kmilford47@aol.com>, docmilford@aol.com <docmilford@aol.com>, 'Johnnyg411' <johnnyg411@gmail.com>, andrea@andreabrowninteriors.com <andrea@andreabrowninteriors.com>, 'David Mendelson' <DM@mendelsonlaw.net>, 'duncan aldred' <duncan.aldred@googlemail.com>, davidfw8@gmail.com <davidfw8@gmail.com>, dave.mitchell@trpfund.com <dave.mitchell@trpfund.com>, theresamcarter@gmail.com <theresamcarter@gmail.com>, 's h' <sbh_999@yahoo.com>, gretamyers@gmail.com <gretamyers@gmail.com>, 'The Rogers' <TeamR5@comcast.net>, delarosa2@gmail.com <delarosa2@gmail.com>, virgie.holcombe@gmail.com <virgie.holcombe@gmail.com>, 'Stuart Borman' <sb@Borman.net>, hilaryborman@gmail.com <hilaryborman@gmail.com>, 'Clinton Baller' <clinton@baller4bham.com>, mosquetfamily@hotmail.com <mosquetfamily@hotmail.com>, cgaudette@aigai.com <cgaudette@aigai.com>, lynn.trease@comcast.net <lynn.trease@comcast.net>, tony.trease@comcast.net <tony.trease@comcast.net>, 'Diana Peraino' <diana.peraino@gmail.com>, nwperaino@gmail.com <nwperaino@gmail.com>, sjlnyc@aol.com <sjlnyc@aol.com>, 'Sarah Dodge' <sdodge2011@gmail.com>, 'William Edmunds' <williamcedmunds@gmail.com>, brethencapital@gmail.com <brethencapital@gmail.com>
Cc: 'Midge Moran' <midgemoran@kw.com>, georgenemoran@gmail.com <georgenemoran@gmail.com>, 'Jenny Shebib' <jcshebib@yahoo.com>, 'Alex Davis' <kalex328@aol.com>
Subject: Meeting Agenda & Arlington-Shirley Petition

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Jim Mirro

737 Arlington

248-420-5113

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---------- Forwarded message ----------
From: jmirro <jmirro@intromarketing.com>
To: "'Johnnyg411'" <johnnyg411@gmail.com>
Cc: "'Midge Moran'" <midgemoran@kw.com>, "georgenemoran@gmail.com" <georgenemoran@gmail.com>
Bcc:
Date: Wed, 22 Nov 2023 17:31:43 +0000
Subject: RE: Neighborhood Petition

John,

You don't have the whole story. The photo attachment is the street that Westwood got after their sewer/water main work was done this past June. It is worse than what they had before and they had to pay the assessment to add insult to injury. They wish they had their old street back, but it is too late. This is what will happen to us if we don't object to the plan as now written for 2024. We are better off waiting until a future year when the City gets its act together and is willing to give us a better road than the "cape seal" version. Otherwise, we will have lost our chance forever for a better road as the City will not re-do our road even if we don't like it. Are you willing to go see the Westwood debacle with your own eyes before coming to a firm conclusion?

Jim

From: Johnnyg411 [mailto:johnnyg411@gmail.com]
Sent: Wednesday, November 22, 2023 11:32 AM

To: jmirro
Cc: Midge Moran; georgenemoran@gmail.com
Subject: Re: Neighborhood Petition

I had to go out of town last minute.

I won't sign that because I don't agree like I said in my survey and my text. I want the street water and sewer to be done. We have lost water 2x due to breaks in 2 years, damaged sports cars on potholes and the sewer in front of our house does not drain due to the street grading to the sewer.

I don't want sidewalks but I won't lose sleep over it.

Sent from my iPhone

On Nov 22, 2023, at 8:42 AM, jmirro <jmirro@intromarketing.com> wrote:

Hello John,

Over the last 4 days we have been gathering Coryell Park Assn. petition signatures and have filled almost 3 pages (see first 3 attachments). When we stopped at your house over the weekend, we had the pleasure of meeting your son and gave him a note with my phone number on it. But I have not heard back from you or Christine.

Because the MMTB meeting on December 5 is less than 2 weeks away (see last 2 attachments), we would like to send the petition to the City soon and include your signature and that of Christine. Because of this, please let me know what time this morning, this afternoon or this evening I can stop by for your signatures which should not take more than 5 minutes. Also, could you and Christine plan to attend the Dec 5 meeting? Thank you.

Jim Mirro

Coryell Park Assn. Coordinator

248-420-5113

<Petition Page 1..pdf>

<Petition Page 2..pdf>

<Petition Partial Page 3..pdf>

<Notice of Public Hearing, 12-5-23..pdf>

<Public Notice Street Sign.jpeg>

2 attachments

Westwood Street Pavement Failure, 10-30-23..jpeg
142K

RE- Neighborhood Petition.eml
212K

Arlington-Shirley Property Owner Petition

We, the undersigned, petition Birmingham to: 1) Replace water mains/sewers; 2) Use narrow trenching/patching or HDD; 3) Not excavate streets to save tree roots; 4) Repair pavement; 5) Use cape seal when done; 6) Treat project/assessment like Westwood Dr.

Name	Address	Date
Madge Moran	269 Arlington	5/2/24
Georgene Moran	269 Arlington	5/2/24
[illegible]	381 Shirley	5/2/24
[illegible]	381 SHIRLEY	5/2/24
[illegible]	226 Shirley	5/2/24
[illegible]	226 Shirley	5/2/24
Elaine Hazel	188 Shirley	5/2/24
Gary Saltzgiver	188 shirley	5/2/24
[illegible]	218 Arlington	5/2/24
Julia C Mellon	218 Arlington	5/2/24
[illegible]	843 Arlington	5/2/24
[illegible]	843 arlington	5/2/24
Kieran Scott	776 Arlington B'ham	5/2/2024
Mary P Scott	776 Arlington	5-2-24
Pamela Minelli	377 arlington Bham	5/2/24
Mike Minelli	377 Arlington Bham	5/2/24
Niharika Ramdev	280 Arlington	5/2/24
Suman Sarka	280 Arlington	5/2/24
[illegible]	737 Arlington	5/2/24
[illegible]	737 Arlington	5/2/24

Arlington-Shirley Property Owner Petition

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Name	Address	Date

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Name	Address	Date
Midge Moran	269 Arlington	11/14/23
Eugene Moran	269 Arlington	11/14/23
James O Miller	645 737 Arlington	11-14-23
Loretta Miller	645 737 Arlington	11/14/23
Edward L. Baughman	117 ARLINGTON	11/18/23
Joann Baughman	117 ARLINGTON	11/18/23
Julie C Miller	218 Arlington	11/18/23
	218 Arlington	11/18/23
Niharika Pandey	280 Arlington	11/18/23
SUMAN SARKAR	280 Arlington	11/18/23
Brooke Fisher	288 Shirley Rd	11/18/23
Gary Saltzgiver	188 Shirley Rd	11/18/23
	226 Shirley	11/18/23
Alice K. Silbaugh	345 Shirley Rd.	11/18/23
Lori Concordy by Kai Concordy	222 Arlington	11/18/23
VM Concordy	222 Arlington	11/18/23
Craig Milford	361 Shirley	11/18/23
Kathy Milford	361 Shirley	11/18/23
Jolyn Schwegman	700 Arlington	11/19/23
Jerry Schwegman	700 Arlington	11/19/23

Coryell Park Association of Arlington/Shirley Property Owners

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Name	Address	Date
Fremont Scott	776 Arlington	11/18/23
Mary P Scott	776 Arlington	11/18/23
[illegible]	945 Arlington	11-18-23
[illegible]	968 Arlington	11/18/23
[illegible]	968 Arlington	11/18/23
[illegible]	611 Shirley	11/19/23
[illegible]	811 Shirley	11/19/23
[illegible]	735 SHIRLEY RD	11/19/23
[illegible]	735 Shirley Rd	11/19/23
Ben Allred	735 Shirley Rd	11/19/23
Simon Leopold	1000 Shirley Ct.	11/19/23
[illegible]	1000 Shirley Ct.	11/19/23
[illegible]	881 Arlington	11/19/23
Lindsay VanSyckle	881 Arlington	11/19/23
David Wentworth	619 Shirley	11/19/23
Samantha Chyette	619 Shirley	11/19/23
Douglas DeGrosso	487 Arlington	11/19/23
Paula DeGrosso	487 Arlington	11/19/23
[illegible]	381 SHIRLEY RD.	11/19/23
[illegible]	381 SHIRLEY RD.	11/19/23

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Name	Address	Date
Pamela Minelli	377 Arlington St.	11/19/23
MIKE MINELLI	377 ARLINGTON ST.	11/19/23
MIKE WALSH	243 ARLINGTON	11/19/23
Liz Dorf	243 ARLINGTON	11/19/23
Stacy Spaniola	503 Arlington	11/19/23
DAVE HENNING	503 ARLINGTON	11/19/23
JANET LANNEN	992 ARLINGTON	11/21/23
[illegible]	992 ARLINGTON	11/21/23
Courtney A. TRIVAS	924 ARLINGTON	11/21/23
Valerie Trevino	924 ARLINGTON	11/21/23
Elaine Hazel	188 Shirley	11/21/23
Alex Simmons	175 Arlington	11/21/23
Karlee Novice	175 Arlington	11/21/23
Brian Connolly	843 Arlington	11/21/2023
Mary Connolly	843 Arlington	11/21/2023
Nick Shebb	226 Shirley	11/21/2023
Renee Billmeyer	252 Shirley	11/21/2023
Drew Billmeyer	252 Shirley	11/21/2023
Heidi Pinkert	730 Arlington	11/23/2023
Robert Myers	730 Arlington	11/23/2023

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Name	Address	Date
Kevin Marsh	860 Arlington	11/22/23
Cheryl A Pollock	200 Linden *	11/25/23
Ryan Chayka	600 Arlington	11/26/2023
Eliza Nasmeh Chayka	600 Arlington	11/26/23
Sherry McCormick	550 Arlington	B4m 48009
David Madison	300 Shirley 11/26/23	11/24/23
Lorie Madison	300 Shirley 11-26-23	
DEV STAHL	144 LINDEN *	11/26/23
COURTNEY STAHL	144 LINDEN *	11/26/23
	975 Arlington	11/27/23
	975 Arlington	11/27/23
John R. Smith	230 Linden Rd. *	11/28/2023
Joan M. Smith	230 Linden Rd *	11/28/2023
Richard Hall	176 Linden Rd *	11/28/2023
William Edmunds	1420 WEST LINCOLN	11/28/2023
Nancy Edmunds	1420 West Lincoln	11/28/2023
David Todd	136 Linden Rd. *	11/28/2023
Mary VanHuffel	136 Linden Rd. *	11/29/2023
Matt Mitchell	663 SHIRLEY	11/30/23
Karen Mitchell	C/O 3 Shirley	11/30/23

* BACKS UP TO SHIRLEY

18EA

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

Fwd: Westwood Drive Photos & Petition Signatures

2 messages

Clinton Baller <clinton@baller4bham.com> Sun, May 5, 2024 at 11:40 AM
To: City Commission <city-commission@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>

Please don't hesitate to call or write.
Clinton
248-971-0123

---------- Forwarded message ---------
From: **jmirro** <jmirro@intromarketing.com>
Date: Sun, May 5, 2024 at 11:10 AM
Subject: Westwood Drive Photos & Petition Signatures
To: <loribconway@comcast.net>, Gail Abraham <babydoc54@gmail.com>, <gabraham@comcast.net>, <karleenovice@gmail.com>, <asimmons@boon-health.com>, Gretchen Gonzales Davidson <ggdavidson444@gmail.com>, Joan Epstein <jmce55@aol.com>, <repstein@ajmpack.com>, <brethencapital@gmail.com>, <calvinford1@gmail.com>, <delaros2@gmail.com>, <virgie.holcombe@gmail.com>, Alice Silbergleit <asilbergleit@gmail.com>, David Mendelson <DM@mendelsonlaw.net>, Alfred Fisher IV <AJFisher4@fisherco.com>, Brooke Fisher <brookesfisher@me.com>, <andrea@andreabrowninteriors.com>, <mosquetfamily@hotmail.com>, <jrsteeds@gmail.com>, The Rogers <TeamR5@comcast.net>, Clinton Baller <clinton@baller4bham.com>, <drteetime@aol.com>, Douglas Friedel, Jr. <dougjr@ddpdm.com>, Charles Schwartz <cschwartz14@mac.com>, <csosnick14@mac.com>, Yan S <poshrental@gmail.com>, Lisa Drake <carnegied@msn.com>, Mike Walsh <mike_walsh_4@yahoo.com>, <jchandler@vtcins.com>
CC: Midge Moran <midgemoran@kw.com>, <georgenemoran@gmail.com>, Alex Davis <kalex328@aol.com>, Jenny Shebib <jcshebib@yahoo.com>

Dear Neighbors,

Yesterday I took some photos of Westwood Drive to show what it looks like about a year after narrow trenching/patching was done to replace water mains/sewers and cape seal applied afterward. This is what we are asking the City to use for Arlington and Shirley Streets to avoid loss of 208 trees from under-street tree root damage, a $50,000 estimated assessment and loss of use of our streets for 2 weeks or more if they are excavated and reconstructed. Based on the Westwood experience, we estimate that the less-invasive method used on Westwood will result in an assessment of less than $5,000, no loss of trees and virtually no loss of use of our streets during the work period.

Here are the photos (first 7 attachments) and the surface still looks pretty good with only a few dirt marks on the pavement from vehicle tires. The only street damage is at the entrance of the one house construction site on the street (7th photo) which I saw last November and was concerned that it might occur elsewhere. This is what the John Graham email talked about a few days ago. But other damage has not happened. We understand that the construction site damage was done by a tracked heavy equipment vehicle which would do similar damage to any new street. So, this concern has gone away for me and the Westwood residents too. Apparently the City is waiting to touch up the pavement after all the construction work is done at this site. This is why we are also suggesting that the City delay work on our two streets until the 12 construction projects now underway are completed.

Yesterday I was asked by Ed Levy and Linda Dresner to stop by their house at 970 Shirley for them to sign the petition and Ed had something interesting to say and share with others. It was his company who supplied all the slag chips for the foundation/base under the asphalt surface on both Arlington and Shirley Streets many years ago. Because of this, he said to me that he knows that our streets are very durable and worth saving instead of excavating them for the water main and sewer upgrade work. So, Ed's evaluation is completely consistent with what we have learned from Cranbrook Pavement, the Oakland County Road Commission, MDOT and Michigan State University about the wisdom of saving our streets.

We already have about 3 pages of petition signatures from the last 3 days. I will try to stop by your house today for the last day of petition signing now that you have this photo information. Please contact me if you want to make any other arrangements such as giving me permission to use your signature from the sidewalk petition or texting/emailing me your signature on a blank form (last attachment). You may also call me to ask any questions or to make an appointment today at your house at a specific time you would like me to stop by if this is more convenient for you. Thank you.

Jim Mirro

737 Arlington

248-420-5113

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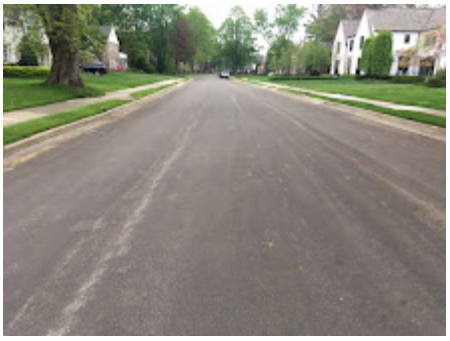
To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9EYv%2BGyrD9ALYb%3DO9Ot_Z-Rx3JqWLm139pD0%2B9SwTaMtw%40mail.gmail.com.

8 attachments



Westwood Street South End Looking North, 5-4-24..jpeg
130K

Westwood Street, North End Looking South, 5-4-24..jpeg
143K

Westwood Street North End Looking North, 5-4-24..jpeg
148K

Westwood Street Expanded View of Curb, 5-4-24..jpeg
156K

Westwood Street, Curb, Driveway, 5-4-24..jpeg
156K

Westwood Street Manhole Cover & Curb, 5-4-24..jpeg
198K

Westwood Street Damage Near Construction, 5-4-24..jpeg
137K

Arlington-Shirley 5-24 Petition, Blank Page..pdf
260K

Clinton Baller <clinton@baller4bham.com> Sun, May 5, 2024 at 3:22 PM

To: City Commission <city-commission@bhamgov.org>, Department Heads <departmentheads@bhamgov.org>, Jana Ecker <Jecker@bhamgov.org>, "Kucharek, Mary" <mkucharek@bhlaw.us.com>, Melissa Fairbairn <mfairbairn@bhamgov.org>

---------- Forwarded message ---------
From: **Robert Epstein** <repstein@ajmpack.com>
Date: Sun, May 5, 2024 at 3:15 PM
Subject: FW: [EXTERNAL] Westwood Drive Photos & Petition Signatures
To: loribconway@comcast.net <loribconway@comcast.net>, gabraham@comcast.net <gabraham@comcast.net>, karleenovice@gmail.com <karleenovice@gmail.com>, asimmons@boon-health.com <asimmons@boon-health.com>, brethencapital@gmail.com <brethencapital@gmail.com>, calvinford1@gmail.com <calvinford1@gmail.com>, delaros2@gmail.com <delaros2@gmail.com>, virgie.holcombe@gmail.com <virgie.holcombe@gmail.com>, andrea@andreabrowninteriors.com <andrea@andreabrowninteriors.com>, mosquetfamily@hotmail.com <mosquetfamily@hotmail.com>, jrsteeds@gmail.com <jrsteeds@gmail.com>, drteetime@aol.com <drteetime@aol.com>, csosnick14@mac.com <csosnick14@mac.com>, jchandler@vtcins.com <jchandler@vtcins.com>, georgenemoran@gmail.com <georgenemoran@gmail.com>, babydoc54@gmail.com <babydoc54@gmail.com>, ggdavidson444@gmail.com <ggdavidson444@gmail.com>, Joan Epstein (jmce55@aol.com) <jmce55@aol.com>, brookesfisher@me.com <brookesfisher@me.com>, asilbergleit@gmail.com <asilbergleit@gmail.com>, DM@mendelsonlaw.net <DM@mendelsonlaw.net>, AJFisher4@Fisherco.com <AJFisher4@fisherco.com>, The Rogers <TeamR5@comcast.net>, clinton@baller4bham.com <clinton@baller4bham.com>, dougjr@ddpdm.com <dougjr@ddpdm.com>, cschwartz14@mac.com <cschwartz14@mac.com>, Yan S <poshrental@gmail.com>, carnegied@msn.com <carnegied@msn.com>, Mike Walsh <mike_walsh_4@yahoo.com>, kalex328@aol.com <kalex328@aol.com>, jcshebib@yahoo.com <jcshebib@yahoo.com>

Jim,

No, please do not stop over as I am not convinced, at this point, that your solution is optimal for me or the neighborhood. Based on my research, the chip seal with slurry seal or micro-finish (i.e. Cape Seal) is a 2nd best solution to be used in extenuating circumstances, especially for budgetary reasons. Additionally, Jim, I know you have been concerned about the neighborhood trees, particularly when sidewalks were in the mix. In that case, trees were certainly going to be coming down. In the present instance, however, I don't know why any trees would need to be taken down unless they were sitting above either a water or sewage line, and your contention that roots would be disturbed and trees mortally wounded as a result of street excavation is bull ____ as far as I'm concerned. Further, with regard to the trees that you used as leverage to forestall the sidewalk project, there are very few in the neighborhood and, in particular, the right of way, that are big, strong, healthy and disease resistant that could not have been easily replaced. Nowadays, virtually every wonderful tree variety we've come to love and plant in our yards has come under attack from viruses, fungi and/or pests. Our elms fell to Dutch Elm diseases, the ash to ash bore, the beech to beach leaf and beech bark disease, the American Chestnut, often called the redwood of the east, fell to chestnut blight fungus, oaks to oak wilt, hemlocks to the woolly adelgid, etc., etc.. I could go on and on, but I think I've made the point.

Sincerely,

AJM PACKAGING CORPORATION

Robert A. Epstein

President

W: (248) 901-0040, Ext. 2001

M: (248) 798-8402

From: jmirro <jmirro@intromarketing.com>
Sent: Sunday, May 5, 2024 1:07 PM
To: Robert Epstein <repstein@ajmpack.com>
Subject: RE: [EXTERNAL] Westwood Drive Photos & Petition Signatures

*******This message was sent by an external user*******

Hi Bob,

Yes, this is what happened on Westwood and it seems to be the best alternative. May I stop by today for yours and Joan's signatures? Thanks.

Jim

From: Robert Epstein [mailto:repstein@ajmpack.com]
Sent: Sunday, May 05, 2024 12:03 PM
To: jmirro; loribconway@comcast.net; 'Gail Abraham'; gabraham@comcast.net; karleenovice@gmail.com; asimmons@boon-health.com; 'Gretchen Gonzales Davidson'; 'Joan Epstein'; brethencapital@gmail.com; calvinford1@gmail.com; delaros2@gmail.com; virgie.holcombe@gmail.com; 'Alice Silbergleit'; 'David Mendelson'; 'Alfred Fisher IV'; 'Brooke Fisher'; andrea@andreabrowninteriors.com; mosquetfamily@hotmail.com; jrsteeds@gmail.com; 'The Rogers'; 'Clinton Baller'; drteetime@aol.com; 'Douglas Friedel, Jr.'; 'Charles Schwartz'; csosnick14@mac.com; 'Yan S'; 'Lisa Drake'; 'Mike Walsh'; jchandler@vtcins.com
Cc: 'Midge Moran'; georgenemoran@gmail.com; 'Alex Davis'; 'Jenny Shebib'
Subject: RE: [EXTERNAL] Westwood Drive Photos & Petition Signatures
Importance: High

Jim,

Is it your desire that the city not disturb the existing surface, except where they do the narrow trenching, and that the trenched area be chip sealed and after that, both the existing surface and the chip sealed patched areas be cape sealed? Please respond at your earliest convenience.

Sincerely,

AJM PACKAGING CORPORATION

Robert A. Epstein

President

W: (248) 901-0040, Ext. 2001

M: (248) 798-8402

From: jmirro <jmirro@intromarketing.com>
Sent: Sunday, May 5, 2024 11:10 AM
To: loribconway@comcast.net; 'Gail Abraham' <babydoc54@gmail.com>; gabraham@comcast.net; karleenovice@gmail.com; asimmons@boon-health.com; 'Gretchen Gonzales Davidson' <ggdavidson444@gmail.com>; 'Joan Epstein' <jmce55@aol.com>; Robert Epstein <repstein@ajmpack.com>; brethencapital@gmail.com; calvinford1@gmail.com; delaros2@gmail.com; virgie.holcombe@gmail.com; 'Alice Silbergleit' <asilbergleit@gmail.com>; 'David Mendelson' <DM@mendelsonlaw.net>; 'Alfred Fisher IV' <AJFisher4@Fisherco.com>; 'Brooke Fisher' <brookesfisher@me.com>; andrea@andreabrowninteriors.com; mosquetfamily@hotmail.com; jrsteeds@gmail.com; 'The Rogers' <TeamR5@comcast.net>; 'Clinton Baller' <clinton@baller4bham.com>; drteetime@aol.com; 'Douglas Friedel, Jr.' <dougjr@ddpdm.com>; 'Charles Schwartz' <cschwartz14@mac.com>; csosnick14@mac.com; 'Yan S' <poshrental@gmail.com>; 'Lisa Drake' <carnegied@msn.com>; 'Mike Walsh' <mike_walsh_4@yahoo.com>; jchandler@vtcins.com
Cc: 'Midge Moran' <midgemoran@kw.com>; georgenemoran@gmail.com; 'Alex Davis' <kalex328@aol.com>; 'Jenny Shebib' <jcshebib@yahoo.com>
Subject: [EXTERNAL] Westwood Drive Photos & Petition Signatures

*******This message was sent by an external user*******

Dear Neighbors,

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(7th photo) which I saw last November and was concerned that it might occur elsewhere. This is what the John Graham email talked about a few days ago. But other damage has not happened. We understand that the construction site damage was done by a tracked heavy equipment vehicle which would do similar damage to any new street. So, this concern has gone away for me and the Westwood residents too. Apparently the City is waiting to touch up the pavement after all the construction work is done at this site. This is why we are also suggesting that the City delay work on our two streets until the 12 construction projects now underway are completed.

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Jim Mirro

737 Arlington

248-420-5113

Disclaimer

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To view this discussion on the web visit https://groups.google.com/a/bhamgov.org/d/msgid/city-commission/CAG8Vh9Fj71kxvUiBtNcJuQ3XtfwXMjDvVSv43qOa6d5%3DWgDr-w%40mail.gmail.com.

18EA

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STOP

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CITY OF BIRMINGHAM
SEWER

18EA

BIRMINGHAM
A WALKABLE CITY

Alex Bingham <abingham@bhamgov.org>

New Information & A Compromise Arlington/Shirley Proposal

1 message

jmirro <jmirro@intromarketing.com> Tue, Apr 30, 2024 at 3:43 PM
To: Elaine McLain <emclain@bhamgov.org>, kschafer@bhamgov.org, along@bhamgov.org, tlonge@bhamgov.org, ahaig@bhamgov.org, bhost@bhamgov.org
Cc: Jana Ecker <Jecker@bhamgov.org>, abingham@bhamgov.org, mkucharek@bhlaw.us.com, cballer@bhamgov.org

Dear Commissioners,

Background: Thank you for letting me speak at the April 15 Commission Meeting regarding the Arlington/Shirley Street Project. Since that meeting, more information has been obtained and, because of this, we property owners want to offer a compromise plan to meet all of our goals.

Tree Count & Risk Value: In previous letters, we have estimated that 100 trees could be harmed due to under-street root disturbance from full street excavation. Last week the neighborhood conducted an on-site tree count and found that 208 trees are at risk in the 8 1/2 ' ROW space and the next 8 ½ feet past the ROW space on private property. Using the City's Tree Manual value figures, these 208 trees on Arlington/Shirley Streets are worth over $260,000 should they be damaged from full excavation of our streets.

Expert Opinion Letters: You previously received letters from Cranbrook Pavement, The Oakland County Road Commission and The Michigan Department of Transportation (MDOT) stating the excellent condition of our streets' pavement/foundation and they also recommended not to use full excavation to replace infrastructure. On April 18, we received a letter from the Michigan State University School of Construction (1st attachment) recommending the same thing. In addition, we received a letter from the Father & Son certified tree arborist (2nd attachment) that full excavation would be harmful to our trees and that either HDD or narrow trenching is recommended to replace our infrastructure. We also received letters from two realtors commenting on the value of our neighborhood trees and the risk to property values if full excavation occurs (3rd and 4th attachments).

Westwood Commission Vote: The first street to be upgraded after the Street Improvement Policy was enacted in October of 2021 was Westwood Drive. As explained in the Downtown Magazine article (5th attachment) and minutes of the 6-27-22 Commission Meeting (6th attachment), Westwood property owners were given 3 alternatives: A) Full excavation and reconstruction at an estimated cost close to $50,000 per 100' lot; B) Trenched replacement of water mains & sewers with cape seal afterward at an estimated cost of $2,500 to $3,500 per lot and C) No change. This is also confirmed in a 4-27-24 letter received from Westwood spokesperson, Corey Holter (7th attachment). After listening to the property owners' objections to the high cost of alternative A, Commissioner Haig made a motion for Alternative B as a compromise position and received 5 "yes" votes from Commissioners Boutros, Baller, Host, Longe and Haig with 2 "no" votes from Commissioners McLain and Schafer. The motion passed and the Westwood project was completed last year.

Comparison of Streets: Westwood Drive and Arlington/Shirley Streets are the same in every way. All 3 have cement curbs/gutters, center-street crowns, cast iron drains, engineered manhole chambers/covers/sewer systems, asphalt surfaces, 33' widths and durable "near improved' foundations. The only difference is that Westwood has sidewalks, but they have been there since the street was first built. Property owners on all 3 streets cannot handle the cost of a fully-reconstructed street and Arlington/Shirley property owners also have a tree root risk that does not exist to the same extent on Westwood. Property owners on all 3 streets expressed happiness with their streets/infrastructure and voted for no street change with a 4-page petition from Westwood (8th attachment) and with a 4-page petition from Arlington/Shirley (9th attachment). Westwood later agreed to alternative B when water pressure and sewer issues

would not support a “no change” vote (same as the Arlington/Shirley situation). Since then, the majority of Westwood property owners are mostly pleased with how the street upgrade project turned out and especially appreciate being assessed for the more-affordable alternative B.

Compromise Proposal: To date the City Staff has not embraced the Arlington/Shirley proposal for HDD to upgrade infrastructure, despite five expert opinions that it is the least expensive upgrade method and provides the least risk to the roots of 208 nearby trees. In view of this impasse, Arlington/Shirley property owners now propose as a compromise plan that the City use the same method of replacing water mains and sewers as done on Westwood through narrow trenching/patching and a cape seal treatment afterward. While this plan is financially beneficial to all property owners, it will especially benefit the following: 1) seniors/retirees on a fixed income; 2) widows with limited resources; and 3) young families struggling with high-interest-rate mortgage payments. This plan will keep all of them from having to move from their homes just to pay a large assessment which is consistent with the City’s “aging in place” policy and will show that the City has compassion for all age groups. Our property owners understand that, under this plan, they will be responsible for future cape seal assessments and they freely accept this alternative as have the Westwood property owners. In summary, we wish to be treated exactly like Westwood property owners.

May 6 Meeting: Because of the information in this letter, we request that our proposal be placed on the May 6 Commission Meeting Agenda for a vote so that the City Staff can stop spending time/money on the full reconstruction plan and related SAD process between now and the public hearing date of May 20 if the City accepts our proposed compromise. It also permits the Engineering Department to request a narrow trench/cape seal bid from contractors instead of a full excavation bid. To meet this timing, this proposal is being made ahead of the Wednesday deadline for approval of the May 6 agenda.

Effect on Unimproved Road Plan: Because Westwood and Arlington/Shirley are so obviously more improved than the other 26 miles of truly unimproved streets without curbs, gutters, crowns, engineered features and also without city leaf pick up/street cleaning, a “yes” vote on this plan will not set a precedent to forego upgrading of the other unimproved streets to “improved” status.

Timing: Because there are about a dozen active house projects on our streets this year and because our streets are 28th on the City Pacer list of 30 streets (10th attachment), we continue to propose our street work be done in 2025 or later. But, if this is a non-starter for the City and narrow trenching is acceptable to the City as done on Westwood Drive, Arlington/Shirley property owners will drop their objection to 2024 work. Under this scenario, however, some cape seal touch up will be required near construction sites in 2025 if our cape seal damage is similar to what happened on Westwood with one construction project (11th attachment).

Repairs/Hydrants: Our property owners request that any existing street problems (low spots, pavement cracks, manhole cover depressions, etc.) be repaired at the time of trench patching and before the cape seal treatment occurs. If any fire hydrants are added to our two streets, we also request that they be placed at the corner of two lots and not in anyone’s front yard.

Support & Vote: This proposal has the support of all officers of the Coryell Park (Homeowners) Association and the vast majority of the property owners on both Arlington and Shirley Streets. We are hoping that, based on the information in this letter, all voting Commissioners will give us their “yes” vote on May 6 to show fairness in treating identical Birmingham streets in the same way and to demonstrate that property owners and the City can work together through compromise to achieve our mutual goals. With a unanimous “yes” vote on May 6, the Commission will automatically meet the “super majority” requirement to pass this resolution.

Jim Mirro, Resident Agent

Save Our Street & Trees

A MI Nonprofit Foundation

737 Arlington

248-420-5113

11 attachments

Westwood Street Pavement Failure, 10-30-23..jpeg
142K

MSU Letter, 4-18-24..pdf
1303K

Father & Son Arborist Letter, 4-29-24..pdf
513K

Betty Finkbeiner Realtor Letter, 4-28-24..pdf
474K

Midge Moran Realtor Letter, 4-29-24..pdf
354K

Downtown Magazine Article, 7-2-22..pdf
1146K

City Commission Mtg Minutes, 6-27-22..pdf
3133K

Corey Holter Letter, 4-28-24..pdf
383K

Westwood Signed Petition, 5-22..pdf
1978K

Arlington-Shirley Signed Petition, 4 Pages..pdf
2480K

Unimproved Road Scoring List, 10-2-23..pdf
717K

18EA

MICHIGAN STATE
UNIVERSITY

April 18, 2024

Mr. Jim Mirro
737 Arlington
Birmingham, MI 48009

Dear Mr. Mirro,

Thank you for your inquiry regarding construction plans being considered for Arlington and Shirley Streets. I appreciate receiving the photos of your streets/trees, the description of an "improved" vs. "unimproved" street published by the City of Birmingham and the opinion letters from Cranbrook Pavement, The Oakland County Road Commission and the Michigan Department of Transportation.

Using this information, I had a discussion with my Construction Management student, Angelo Buttazzoni, who has conducted an on-site inspection of your streets. Based on this information and our discussion, I believe that your streets should be classified as "Improved" due to their many engineered features and sound pavement/foundation.

I would further agree with the proposal to use HDD (Horizontal Directional Drilling) to replace your water mains and sewers. This is due to the obvious economic and environmental reason that HDD prevents the need to excavate and reconstruct these streets when a more efficient alternative exists that does not risk damage to your mature trees with under-street root systems.

Please let me know if I can provide you with any other advice regarding the improvement plans being considered for your two streets.

Sincerely,

School of Planning, Design, and Construction

Human Ecology Building
Michigan State University
552 West Circle Dr
East Lansing, MI 48824

517-881-5380
spdc.msu.edu

Sean P. Huberty
Teaching Specialist – School of Planning, Design, and Construction
Construction Management Program Faculty
Michigan State University

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728 South Lapeer Rd
Oxford, MI 48371
Phone 248/628-3035 Fax 248/628-0210

April 29, 2024

Mr. Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Jim,

Thank you for asking me to provide some comments regarding Arlington and Shirley Streets. As you, know, our company has been serving you and your neighbors on these two streets for the past 40 years. And it is helpful to hear about the alternative ways that are being considered for replacing your water mains and sewer pipes which I understand are about 100 years old.

I also appreciate you showing me the opinion letters from Cranbrook Pavement, the Oakland County Road Commission, MDOT and the MSU School of Construction. Based on these opinions and my own on-site observations, I would agree with their recommendation that your streets should not be fully excavated and reconstructed to replace your infrastructure if alternative methods are available to save your trees.

As a certified arborist and co-owner of Father & Son Tree Service, I believe that HDD or narrow trenching would be the safest alternatives to avoid under-street root disturbance to the many, mature trees that line your streets, both in the right of way space and also on private property. It is a reasonable expectation that the roots of approximately 100 to 200 trees could be damaged and could lead to their demise if full excavation is used.

I am pleased to see from the other letters that HDD is not only the safest alternative for your trees, but could be the least expensive alternative to achieve your neighborhood infrastructure goals. Narrow trenching and repair could be the second least expensive.

I can also comment that our heavy-duty trucks and tree-pruning equipment have never experienced a problem on your streets. Based on my experience, this suggests that your streets have a sufficiently-durable foundation to simply be paved over after HDD or trenching/patch repair and top paving is completed. Please call me if you have any other tree-related questions. Thank you.

Best Regards,

Dave Jenkins
Certified Tree Arborist

4-29-2024

18EA

BETTY FINKBEINER
MAX BROOCK REAL ESTATE

James A. Mirro
737 Arlington Street
Birmingham, MI 48009

April 28, 2024

Dear Mr. Mirro

I appreciate the opportunity to provide my real estate market knowledge to the residents of Arlington and Shirley Streets. As you know, I have been a licensed realtor in Birmingham for 47 years with Max Broock/Real Estate One Realtors and a member of the President's Council of Excellence. With this experience, I have access to real estate transactions in the City of Birmingham and I also have an intimate knowledge of real estate values by neighborhood.

Your two streets are already regarded as premiere locations in the city with their unique winding streets, large (near one acre) lots and mature trees. For these reasons, property sales on Arlington/Shirley Streets have always been on the high end of the market.

In comparing property sales on Arlington/Shirley Streets with other similar size/age homes on other Birmingham streets, I must conclude that the larger lot size and greater number of mature trees are two of the reasons for the higher prices that buyers are willing to pay. Mature trees in an established neighborhood has always been a defining reason for premium values.

Based on this knowledge and looking at "sales comps" over the past year, I would further estimate that a property with healthy mature trees in your neighborhood will account for a price premium over the same property with no trees or recently-planted trees. Because properties on your streets are selling for $1 million to $3 million plus, this means the value of mature trees is an important factor.

In view of this, I understand your concern about the City's proposed street project that could endanger mature trees near the front of your properties due to under-street root disturbance. Because the street view is the first impression made to a prospective buyer, this risk is all the more concerning. For these reasons, I recommend that Birmingham replace your water mains/sewers without total street excavation/replacement to minimize risk to your many mature trees that could seriously affect property values.

Yours truly,

Betty Finkbeiner

Betty Finkbeiner
Max Broock Realtor

MIDGE MORAN
KELLER WILLIAMS

April 29, 2024

Mr. Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Jim,

As a Birmingham resident for my whole life and a realtor for the past 31+ years, I am glad to provide my opinion on what factors create value for property owners on Arlington and Shirley Streets.

I purchased my home on Arlington in 1984 as I could see the value of Arlington and Shirley Streets. It far exceeded other properties, as we have larger lots and more mature trees, and as we have 100' width lots. My assessment continues to hold true today as verified by the assessed value allocated by the City.

Based on this assessment, I share your concern that fully excavating Arlington and Shirley Streets to replace water and sewer pipes is a huge risk to the property values on these two streets. With other techniques available to replace aging infrastructure, they surely should be fully explored before a final decision is made. I know that this has been done on other Birmingham streets and the same should be done on our streets.

This issue should not even be debated with the value of Birmingham's "jewel" streets being placed in jeopardy when there exists no risk and less expensive ways, such as HDD or narrow trenching, to achieve the same goal of an infrastructure upgrade. Thank you.

Best Regards,

Midge Moran

Midge Moran
Licensed Realtor #6501147440

: Jul 1, 2022

Commission settles on Westwood improvements

By Grace Lovins

While members of the public who live on the affected street declared their opposition, the Birmingham City Commission approved modified street improvement projects to Westwood Drive, Raynale Drive and Oak Street, at their meeting on Monday, June 27.

Upgrades to the streets are part of the first street improvement project initiated under the Modified Street Improvement Policy adopted by the commission in October 2021. The project is driven by the need to upgrade infrastructure in neighborhoods, which include a water main replacement on Westwood between Raynale and Oak, a new water main on Raynale between Glenhurst and the city limits, on Oak between Glenhurst and the city limits, an extension of a separate storm sewer network, and repaving of the streets, as well as sidewalk improvements to meet ADA-compliance.

The proposed project from the city was to include complete reconstruction of the streets, with the cost for the street pavement improvements to be paid for by a special assessment to the adjoining property owners that benefit from the street improvement project, James Surhigh, the city's consulting engineer, said. However, due to objections from numerous residents, a cape seal project was approved by commissioners, along with water and sewer improvements.

"The special assessment process is a long-standing city policy when unimproved streets are improved," Surhigh said."Special assessments for drive approaches, and for water/sewer laterals not meeting current city standards are typical for these type of projects. With this project, improvements will be made to the sewer and water systems, the cost for which is paid from the sewer and water Funds, and are not subject to a special assessment."

Surhigh presented three possible action the commission could take: include full street reconstruction in the project that meets the city's standards for an improved street following the sewer and water system improvements; include patching trenches and full-width cape seal treatment after water and sewer system improvements; or to postpone the project.

He explained that a full reconstruction of the road would shift the specified streets from an "unimproved road" classification to an "improved road" classification, which is a city goal. An unimproved road is considered to be a gravel road with or without curbs that has been treated with a cape seal to provide a relatively smooth driving surface. An improved road is considered a road with curbs and gutters that has a concrete or asphalt surface.

City manager Tom Markus noted that improvements to the water and sewer systems will need to be made, regardless of if the commission were to postpone the project. The water issue, specifically the water main, fire hydrants and storm water system, is the driving factor of the project, he said.

Many residents from the impacted area made comments to the commission regarding the financial cost the project that would be imposed on residents as well as the lack of need, they believe, for a complete road reconstruction, or even reapplication of cape seal, on Westwood.

Corey Holter, a Westwood resident, noted that the project is being done for the public good, not for the residents who live on the street, however the residents will be required to aid in the cost of the project.

Steve Torok, also a resident of Westwood, echoed Holter's frustration towards the public assessments associated with the project. He added that, while it is understood that the sewer and water systems will need improvements, the fixes to the actual street during the project are expensive and are not currently necessary.

Surhigh stated that f the commission were to decide on the water and sewer improvements with patching trenches and cape seal on the road, while the cost per household had not yet been finalized, it is projected to fall within $2,500 to $3,500 per household as a one-year cost.

Mayor Therese Longe remarked the city is making a significant investment in the project – over $1 million through the water and sewer fund.

"I think option B (cape seal) is the only option we can do because the subsurface requires attention, the subsurface is where the problem is. ...To get to the subsurface we have to go through the surface," commissioner Andrew Haig said. "We have a policy that is being created by the city but we shouldn't apply it as a blanket policy without thinking about it. Thinking about the circumstances here, I would advocate for position B in this particular situation as the option to try and get to the best middle ground."

Haig made the motion to approve the second proposed option – upgrading the water and sewer lines without full reconstruction of the street. The commission approved the motion, 5-2, commissioners Elaine McLain and Katie Shafer voting against.

Birmingham City Commission Minutes
June 27, 2022
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: https://vimeo.com/event/3470/videos/720093825/

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

Present:	Mayor Longe Mayor Pro Tem Boutros Commissioner Baller Commissioner Haig Commissioner Host Commissioner McLain Commissioner Schafer
Absent:	None
Administration:	City Manager Markus, City Clerk Bingham, Planning Director Dupuis, Assistant City Manager Ecker, Assistant to the City Manager Fairbairn, Operations Commander Grewe, City Attorney Kucharek, Human Resources Manager Lambert, Consulting City Engineer Surhigh

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

Announcements

- COVID-19 Update: Per the CDC, Oakland County has a COVID-19 transmission level of HIGH. The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the August 2, 2022 State Primary Election. Return your absentee ballot to the clerk's office as soon as possible via drop box or mail. To review your specific voting information and preview your ballot visit mi.gov/vote. The online and mail voter registration deadline is July 18th. After July 18th new voters must register in person at the clerk's office.
- Upcoming In The Park Summer Concert Series in Shain Park on Wednesday starting at 7 pm. June 29th is the Birmingham Concert Band (Orchestra) and July 6th is Lisa Mary (Country). Please join us in the park!

In reply to Commissioner Baller, Mr. Strader said Staff, consultants, and the Multi-Modal Transportation Board will make future recommendations for restriping Brown if this item is advanced.

Commissioner Schafer said she was heartened that MDOT is working on making this area safer and said she was looking forward to future iterations.

Commissioner McLain emphasized that drivers must stop for pedestrians in crosswalks.

MOTION: Motion by Commissioner Haig, MPT Boutros:
To approve the reduction of vehicular travel lanes on eastbound Brown Street between Peabody Street and Woodward Ave from two lanes down to one lane;

AND

To direct the Multi-Modal Transportation Board to evaluate permanent road designs incorporating one eastbound vehicular travel lane for Brown Street from Peabody Street to Woodward Ave to recommend to City Commission at a later date.

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

Nays, None

06-177-22 Westwood, Raynale & Oak Street Project Interim Report for City-Initiated Unimproved Street Project

CCE Surhigh presented the item.

In reply to the Mayor, CM Markus explained:

- The City has been evaluating streets holistically, including condition and all the utilities. He said the water lines, hydrants, and stormwater issues are driving the need to improve the infrastructure of these streets;
- He strongly advised the Commission not to consider Suggested Commission Action C;
- He did not recommend altering the City's street standards because wider streets create more impervious surfaces, more runoff, and cost more for the City's taxpayers to maintain once the streets are improved; and,
- Even though residents in certain areas may not experience flooding, their water infrastructure helps contribute to the flooding and overflow in other parts of the City.

The Mayor noted that if the Commission recommends the current street widths be maintained - as requested by a number of residents - in conjunction with Suggested Commission Action A, that the special assessment costs would be approximately 15% higher than if the streets were reconstructed to the standard 26-foot width. In contrast, Suggested Commission Action B would essentially update the utilities and sidewalk and otherwise leave the street as-is.

In reply to Commissioner Haig, CCE Surhigh stated that there is no sewer cross-connection between Bloomfield Township and Birmingham.

In reply to Commissioner Baller, CCE Surhigh estimated the costs of street improvements or cape sealing to an average size lot. He explained that the costs of street improvements would be split over ten years.

Commissioner Schafer noted that if these roads are fully improved, there would be no additional assessments to those residents. She noted that cape seal, in contrast, would be charged to the residents every time the roads come up again in the cape seal cycle.

MPT Boutros summarized the work of the Ad Hoc Unimproved Street Study Committee (AHUSSC) and the facts the residents of Westwood, Raynale, and Oak should consider in choosing street improvements or cape seal.

Commissioner Schafer also noted that the AHUSSC considered all the options for dealing with unimproved streets, and that the consensus was that improving streets was drastically preferable to cape seal. She noted that the decision to improve infrastructure and certain streets comes after an immense amount of study on the part of Staff. She said this was a significant opportunity to advance the City's goal of improving its 26 miles of unimproved streets. She said that while she appreciated residents' concerns about costs, this is an opportunity to better the City.

Commissioner Host suggested moving Suggested Commission Action A without Westwood. The motion failed for lack of a second.

Public Comment

Corey Holter, resident of Westwood, said many residents of Westwood would prefer Suggested Commission Action C. He said if that option were not available, however, the residents of Westwood would prefer Suggested Commission Action B. He said if the City wants to fully improve Westwood it should pay for that, since it was a matter of public good and not a specific benefit to the residents of Westwood.

In reply to some of Mr. Holter's comments, CM Markus and the Mayor noted that residents have been paying to improve their streets for decades, after which the City takes over paying for further maintenance. It was noted that if these were improved streets the City would be paying for these repairs. It was also noted that taxpayers in the City are currently paying to maintain these streets in terms of potholes, plowing, and other routine maintenance.

Steve Torok, resident of Westwood, said he was supportive of fixing the water and sewer. He said he was supportive of Suggested Commission Action B. He said Westwood was not in poor enough repair to merit full improvements at this time.

CM Markus concurred that Westwood was in relatively good condition for an unimproved street, and said that is why Suggested Commission Action B was included among the options. He noted that even if Suggested Commission Action B is implemented that the base of the street will be replaced with material of higher quality, thus making a better street even if not fully improving it.

Jerry Vanwyke, resident of Westwood, suggested that the Commission should not vote to advance any work on Westwood until it is clear whether the work would require trenching. He said he would also like to see all residents pay for street improvements in the interest of equity.

Kim Romanosky, resident of Westwood, concurred with Messrs. Holter, Torack, and van White.

Janelle Whipple-Boyce, a member of the former AHUSSC, noted that most every resident is assessed at some point for one reason or another. She noted that while it is not pleasant to pay an assessment, it contributes to the public good and is the appropriate thing to do. She said advancing Suggested Commission Action B indicates that the City prefers cape seal to improved streets. Given the City's adoption of the AHUSSC recommendations, she asked how the Commission could consider advancing any Action but Suggested Commission Action A.

Greg Obloy, resident of Glenhurst, said he would prefer Suggested Commission Action C, and if that option was not available, Suggested Commission Action A because he was in favor of doing the construction appropriately the first time. He questioned the legality of imposing the costs of Suggested Commission Action A, however.

A number of speakers questioned whether Glenhurst is an improved street.

CM Markus said he was confident in former City Engineer William Killeen's description of it as such.

Seeing no further public comment, the Mayor returned the conversation to the Commission.

Commissioner McLain said:

- Improving the water infrastructure in the area was essential for preserving the health, safety, and welfare of the City;
- The Commission is obligated to make decisions that will benefit the whole community;
- When performing infrastructure improvements, it is appropriate to improve the road entirely at that time per the AHUSSC's report;
- A number of City residents' flooding issues begin with Westwood's water infrastructure, and this work would begin the address those issues; and,
- Unimproved roads can cause repeated damage to vehicles, which should not occur.

Commissioner Haig said:

- Before running for Commission, he submitted a proposal to the City that would have shared the costs of street improvements more equitably. The City did not pursue the recommendations in his proposal;
- He lives on an unimproved street that damages vehicles and where the cape seal failed in the first six months;
- He wants the City to have as high an ISO rating as possible;
- The water infrastructure in this area can still contribute to flooding in other areas, even if the residents in this area experience no ill-effects;
- Working with policy requires that policy be used as a guideline while also evaluating a situation's particular circumstances; and,
- He was supportive of Suggested Commission Action B as a compromise between policy, resident preference, and because the surface is decent and the subsurface is the main issue.

CCE Surhigh and CM Markus clarified the difference between Suggested Commission Action B and a fully improved street, which includes drainage, the reconstruction of the base to support the street surface, and the service life of the surface.

Commissioner Host noted that of the 26 miles of unimproved road, some percentage will not want their roads improved. He noted that Westwood seems to be one of those streets. He said if the water infrastructure needs to be done, then the road should be trenched, cape sealed, and maintained at its

present width.

MOTION: Motion by Commissioner Haig, Commissioner Host:
To direct the Engineering Department to proceed with final design of the Westwood, Raynale & Oak Street Project to include the planned improvements to the sewer and water systems, and the replacement of pavement surfaces disturbed by the utility construction with a full cape-seal treatment to be completed upon the conclusion of the other construction.

Public Comment
Mr. Holter said after listening to Commissioner Haig speak he was persuaded that the present motion was likely the best option.

The Everlys, residents of Westwood, said they had not been able to speak earlier but that they supported Suggested Commission Action C. Ms. Everly said if the street was to be improved the City should cover the costs.

In reply to Ms. Romanosky, CCE Surhigh said Suggested Commission Action B would result in estimated costs of $2,500 to $3,500 for the average homeowner.

CM Markus explained the next steps if the residents of the streets in question are to be specially assessed. He noted that the residents would have a number of further opportunities to provide comment.

The Mayor noted that the City would be investing well over a million dollars into the area's sewer and water repairs.

Commissioner Baller said he would support this motion because residents seem to be split between Suggested Commission Action B and Suggested Commission Action C, Westwood has sidewalks and curbs, and it is time to re-do the cape seal on the street. He noted that the average home value on the street was relatively high, and said the relatively minor costs stemming from the motion on the floor would likely be easily borne by the residents. He said it was a good compromise, does not establish a precedent, and that the work the AHUSSC did was valuable and will be applied to streets in worse repair.

Commissioner Schafer explained some ways the process of communicating with residents could be improved for the future. She said it should be more clearly communicated to residents moving forward that the MMTB makes a recommendation to the Commission while the Commission makes a final determination. She said residents should be given as much clear and advance notice as possible that their streets are being considered for capital improvements and what that may entail. She said with more advance notice people can expect and plan for full street improvements when they are to occur.

MPT Boutros said he supported the motion because of the condition of the street and because the majority of the residents prefer cape seal to full improvement.

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

Nays, Commissioner McLain
Commissioner Schafer

Corey Holter
1087 Westwood Drive
Birmingham, MI 48009

April 28, 2024

Jim Mirro
737 Arlington Street
Birmingham, MI 48009

Dear Jim,

Thank you for keeping me up to date on the Arlington and Shirley Street Project. Also thank you for sending me a copy of the Downtown Magazine article about the commission meeting where the decision was made to replace our water mains and sewers and to keep our streets unimproved, using a cape seal treatment after the water mains upgrade. I remember the decision and discussion well having attended the commission meeting in person.

As best I can tell, your situation is essentially the same as ours. We both had good streets in good overall condition with curbs and gutters, but needed the infrastructure upgrade which included water mains and the addition of several fire hydrants. The main reason for preferring the cape seal and remaining unimproved was cost. The cape seal approach was significantly less expensive - and like you we've got a diverse set of homeowners on Westwood for whom that was important – including seniors one a fixed income and younger homeowners with kids. And we all know how expensive interest rates are right now.

During the June 27, 2022 commission meeting I, along with other Westwood residents advocated for the lowest cost approach to get the job done. During the meeting, one of the commissioners, Commissioner Haig, said that we shouldn't apply a blanket policy and should "try to get to the best middle ground". The cape seal approach was the best middle ground (referenced as Option B during the commission meeting) and I believe given similarity of situation, would be the best middle ground approach for Arlington and Shirley.

Sincerely,

Corey Holter

WESTWOOD / RAYNALE / OAK

PAVING PROJECT PETITION

We, the undersigned residents of Westwood and N. Glenhurst that are impacted by the proposed paving project, present the following petition.

We are not aligned with the need for this project and are especially not aligned with a special assessment to pay for it.

Rationale:

- The Project Report, dated May 12, 2022, states that streets have been "selected because of the need to improve the City's water main system..." – this is clearly the primary purpose of the project, not street improvement.
- We do not have a drainage or flooding problem on Westwood. At the information meeting on May 12, 2022, a map was shown indicating homes that had reported basement flooding to the city. Not one of the homes affected by this project were indicated. Again, we do not have a flooding/drainage issue.
- We have curbs on our streets already. So that is not a benefit to us from this project.
- Our street is in good condition, especially in comparison to other streets in Birmingham. We are not in agreement with the assessment that it is in "fair to poor" condition. We are happy to provide pictures or to meet with anyone who wishes to see the street for themselves.

Bottom line is that this project, should it proceed, is for the public good – "to improve the water main system" and provides little benefit for the actual residents being affected and assessed. Should the project proceed, the city should pay for it in its entirety.

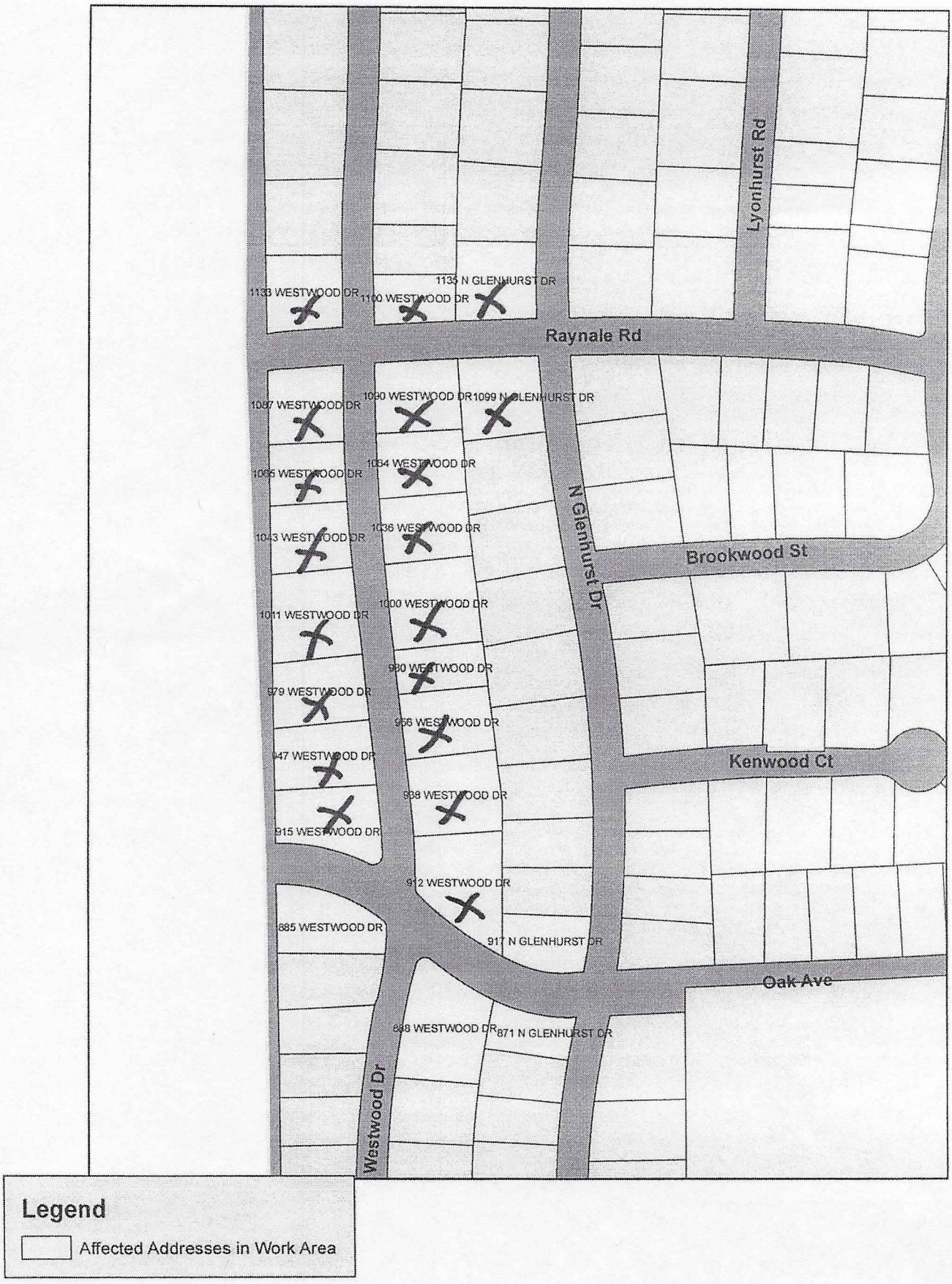
Signatures on pages 2 and 3.

18EA

Address	Name, Signature	Date
885 Westwood		
888 Westwood		
912 Westwood	Frank + Capri Faga	May-21. 2022
915 Westwood	C. Brock Rooney C. Brock Rooney	5-17-22
938 Westwood		5/25/22
947 Westwood	Dougal Jill Hellyar	5/19/22
956 Westwood		5/25/22
979 Westwood	Gary Kathryn Jim	5/21/22
980 Westwood		5/16/22
1000 Westwood	Bill Hallett Stephen & Jennifer Tomek	5.25.22 5/18/22
1011 Westwood		5/17/22
1036 Westwood	Scott Everly (signed above)	
1043 Westwood		5/25/22
1064 Westwood	David Glass	5-15-22

1065 Westwood	Beverly B Piper	05/23/22
1087 Westwood	Corey Holter, Sr	5/15/22
1090 Westwood	George Stamm Dawn Stamm	5/20/2022
1100 Westwood	Will Sullen	5-20-22
1133 Westwood	Joe Hoegler JOE & Beth HOEGLER	5-16-22
871 N. Glenhurst		
917 N. Glenhurst		
1099 N. Glenhurst	Anthony & Regina Pipia	5-16-2022
1135 N. Glenhurst	Greg Oblon	5/24/2002

18EA


Raynale Rd
Lyonhurst Rd
N Glenhurst Dr
Brookwood St
Kenwood Ct
Oak Ave
Westwood Dr
1135 N GLENHURST DR
1133 WESTWOOD DR
1110 WESTWOOD DR
1090 WESTWOOD DR
1099 N GLENHURST DR
1087 WESTWOOD DR
1064 WESTWOOD DR
1065 WESTWOOD DR
1036 WESTWOOD DR
1043 WESTWOOD DR
1000 WESTWOOD DR
1011 WESTWOOD DR
990 WESTWOOD DR
979 WESTWOOD DR
956 WESTWOOD DR
947 WESTWOOD DR
938 WESTWOOD DR
915 WESTWOOD DR
912 WESTWOOD DR
885 WESTWOOD DR
917 N GLENHURST DR
888 WESTWOOD DR
871 N GLENHURST DR
Legend
Affected Addresses in Work Area

Coryell Park Association of Arlington/Shirley Property Owners

We, the undersigned property owners on Arlington/Shirley Streets, petition the City of Birmingham: 1) Not to narrow our streets; 2) Not to install sidewalks on either side; 3) Not to replace our sewers/water mains; & 4) Not to replace our streets. But to make normal repairs as necessary to streets/sewers/water mains as in the past at City expense.

Name	Address	Date
Midge Moran	269 Arlington	11/14/23
Eugene Moran	269 Arlington	11/14/23
James O Miller	645 737 Arlington	11-14-23
Loretta Miller	645 737 Arlington	11/14/23
Edward L. Baughman	117 ARLINGTON	11/18/23
Joann Baughman	117 ARLINGTON	11/18/23
Julie C Miller	218 Arlington	11/18/23
	218 Arlington	11/18/23
Niharika Pandey	280 Arlington	11/18/23
SUMAN SARKAR	280 Arlington	11/18/23
Brooke Fisher	288 Shirley Rd	11/18/23
Gary Saltzgiver	188 Shirley Rd	11/18/23
	226 Shirley	11/18/23
Alice K. Silbaugh	345 Shirley Rd.	11/18/23
Lori Concordy by Kai Concordy	222 Arlington	11/18/23
VM Concordy	222 Arlington	11/18/23
Craig Milford	361 Shirley	11/18/23
Kathy Milford	361 Shirley	11/18/23
Jolyn Schwegman	700 Arlington	11/19/23
Jerry Schwegman	700 Arlington	11/19/23

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Name	Address	Date
Fremont Scott	776 Arlington	11/18/23
Mary P Scott	776 Arlington	11/18/23
[illegible]	945 Arlington	11-18-23
[illegible]	968 Arlington	11/18/23
[illegible]	968 Arlington	11/18/23
[illegible]	611 Shirley	11/19/23
[illegible]	811 Shirley	11/19/23
[illegible]	735 SHIRLEY RD	11/19/23
[illegible]	735 Shirley Rd	11/19/23
Ben Allred	735 Shirley Rd	11/19/23
Simon Leopold	1000 Shirley Ct.	11/19/23
[illegible]	1000 Shirley Ct.	11/19/23
[illegible]	881 Arlington	11/19/23
Lindsay VanSyckle	881 Arlington	11/19/23
David Wentworth	619 Shirley	11/19/23
Samantha Chyette	619 Shirley	11/19/23
Douglas DeGrosso	487 Arlington	11/19/23
Paula DeGrosso	487 Arlington	11/19/23
[illegible]	381 SHIRLEY RD.	11/19/23
[illegible]	381 SHIRLEY RD.	11/19/23

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Name	Address	Date
Pamela Minelli	377 Arlington St.	11/19/23
MIKE MINELLI	377 ARLINGTON ST.	11/19/23
MIKE WALSH	243 ARLINGTON	11/19/23
Liz Dorf	243 ARLINGTON	11/19/23
Stacy Spaniola	503 Arlington	11/19/23
DAVE HENNING	503 ARLINGTON	11/19/23
JANET LANNEN	992 ARLINGTON	11/21/23
[illegible]	992 ARLINGTON	11/21/23
Courtney A. TRIVAS	924 ARLINGTON	11/21/23
Valerie Trevino	924 ARLINGTON	11/21/23
Elaine Hazel	188 Shirley	11/21/23
Alex Simmons	175 Arlington	11/21/23
Karlee Novice	175 Arlington	11/21/23
Brian Connolly	843 Arlington	11/21/2023
Mary Connolly	843 Arlington	11/21/2023
Nick Shebb	226 Shirley	11/21/2023
Renee Billmeyer	252 Shirley	11/21/2023
Drew Billmeyer	252 Shirley	11/21/2023
Heidi Pinkert	730 Arlington	11/23/2023
Robert Myers	730 Arlington	11/23/2023

Coryell Park Association of Arlington/Shirley Property Owners

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Name	Address	Date
Kevin Marsh	860 Arlington	11/22/23
Cheryl A Pollock	200 Linden *	11/25/23
Ryan Chayka	600 Arlington	11/26/2023
Eliza Nasmeh Chayka	600 Arlington	11/26/23
Sherry McCormick	550 Arlington	B4m 48009
David Madison	300 Shirley 11/26/23	11/24/23
Lorie Madison	300 Shirley 11-26-23	
DEV STAHL	144 LINDEN *	11/26/23
COURTNEY STAHL	144 LINDEN *	11/26/23
	975 Arlington	11/27/23
	975 Arlington	11/27/23
John R. Smith	230 Linden Rd. *	11/28/2023
Joan M. Smith	230 Linden Rd *	11/28/2023
Richard Hall	176 Linden Rd *	11/28/2023
William Edmunds	1420 WEST LINCOLN	11/28/2023
Nancy Edmunds	1420 West Lincoln	11/28/2023
David Todd	136 Linden Rd. *	11/28/2023
Mary VanHuffel	136 Linden Rd. *	11/29/2023
Matt Mitchell	663 SHIRLEY	11/30/23
Karen Mitchell	C/O 3 Shirley	11/30/23

* BACKS UP TO SHIRLEY

18EA

Unimproved Road Scoring List

Unimproved Roads Infrastructure Block Ratings

Roadsoft Block Name	Street (GIS Block Name)	Begin	End	Road Type	2021 Water Points (0-100)	2019 Sewer Points (0 100)	Road Points (0-100)	Total Block Rating (0-300)
BLOOMFIELD OLDWOODWARD	BLOOMFIELD	OLDWOODWARD	DEAD END	Unimproved	100	89	70	262
WIMBLETON OXFORD POPLLETON	WIMBLETON	OXFORD	POPLLETON	Unimproved	94	91	70	258
OXFORD ABBEY WIMBLETON	OXFORD	ABBEY	WIMBLETON	Unimproved	100	77	70	250
SHEPARDBUSH WARWICK	SHEPARDBUSH	WARWICK	WIMBLETON	Unimproved	100	77	70	250
TORRY TAUNTON SHEFFIELD BRADFORD	TORRY	TAUNTON	SHEFFIELD	Unimproved	94	72	80	248
HENLEY ABBEY OXFORD	HENLEY	ABBEY	OXFORD	Unimproved	100	73	70	246
HENLEY WARWICK OXFORD	HENLEY	WARWICK	OXFORD	Unimproved	100	73	70	246
TAUNTON WOODWARD TORRY	TAUNTON	WOODWARD	TORRY	Unimproved	100	71	70	244
BRADFORD SHEFFIELD TORRY CROFT	BRADFORD	SHEFFIELD	TORRY	Unimproved	94	72	70	239
WARWICK ABBEY HENLEY	WARWICK	ABBEY	HENLEY	Unimproved	100	75	60	239
ABBEY HENLEY	ABBEY	HENLEY	DEAD END	Unimproved	100	64	70	237
ABBEY HENLEY OXFORD	ABBEY	HENLEY	OXFORD	Unimproved	100	64	70	237
LARCHLEA LINCOLN MIDVALE	LARCHLEA	LINCOLN	MIDVALE	Unimproved	100	80	50	235
TOTTENHAM HENLEY	TOTTENHAM	HENLEY	SHEPARDBUSH	Unimproved	100	59	70	232
WARWICK HENLEY WIMBLETON	WARWICK	HENLEY	WIMBLETON	Unimproved	100	77	50	232
HENLEY TOTTENHAM PUTNEY	HENLEY	TOTTENHAM	PUTNEY	Unimproved	100	58	70	231
TOTTENHAM HENLEY WARWICK	TOTTENHAM	HENLEY	WARWICK	Unimproved	100	58	70	231
HUMPHREY ETON TAUNTON	HUMPHREY	ETON	TAUNTON	Unimproved	76	72	80	230
WESTWOOD RAYNALE OAK	WESTWOOD	RAYNALE	OAK	Unimproved	100	75	50	230
STANLEY WALLACE LINCOLN	STANLEY	WALLACE	LINCOLN	Unimproved	87	86	50	228
FAIRWAY GREENLAWN GOLFVIEW	FAIRWAY	GREENLAWN	GOLFVIEW	Unimproved	83	79	60	226
GREENLAWN HILLSIDE FAIRWAY	GREENLAWN	HILLSIDE	FAIRWAY	Unimproved	83	79	60	226
WESTWOOD OAK PINE	WESTWOOD	OAK	PINE	Unimproved	76	86	60	226
FLOYD GEORGE LINCOLN	FLOYD	GEORGE	LINCOLN	Unimproved	74	86	60	224
SOUTHLAWN LATHAM SOUTHFIELD	SOUTHLAWN	LATHAM	SOUTHFIELD	Unimproved	76	74	70	223
WIMBLETON POPPLETON ADAMS	WIMBLETON	POPPLETON	ADAMS	Unimproved	59	89	70	221
YOSEMITE YANKEE COLUMBIA	YOSEMITE	YANKEE	COLUMBIA	Unimproved	83	74	60	221
ARLINGTON SHIRLEY LINCOLN	ARLINGTON	SHIRLEY	LINCOLN	Unimproved	81	75	60	220
HENLEY ABBEY WARWICK	HENLEY	ABBEY	WARWICK	Unimproved	76	71	70	220
HUMPHREY TORRY TAUNTON	HUMPHREY	TORRY	TAUNTON	Unimproved	76	62	80	220

18A

BIRMINGHAM
A WALKABLE CITY

CITY CLERK
CITY OF BIRMINGHAM
P.O. BOX 3001, 151 MARTIN STREET
BIRMINGHAM, MI 48012

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE ELECTRIC CUSTOMERS OF
DTE ELECTRIC COMPANY
CASE NO. U-21482

- DTE Electric Company requests Michigan Public Service Commission for approval of Interconnection Procedures and Waivers from Interconnection and Distributed Generation Standards R 460.901a et. seq.

- The information below describes how a person may participate in this case.

- You may call or write DTE Electric Company, 1 Energy Plaza, Detroit, MI 48226, (800) 477-4747, for a free copy of its application. Any person may review the documents at the offices of DTE Electric Company or on the Commission's website at: michigan.gov/mpscedockets.

- A pre-hearing will be held:

DATE/TIME:	**Thursday, May 23, 2024 at 9:00 AM**
BEFORE:	**Administrative Law Judge Katherine E. Talbot**
LOCATION:	**Video/Teleconferencing**
PARTICIPATION:	Any interested person may participate. Persons needing any assistance to participate should contact the Commission's Executive Secretary at (517) 284-8096, or by email at mpscedockets@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Electric Company's (DTE Electric) March 22, 2024 application requesting the Commission to: 1) approve DTE Electric's Electric Utility Interconnection Procedures and forms, as proposed by DTE Electric and determine that they are consistent with Public Act 235 of 2023; 2) approve all DTE Electric requests for rule waivers as proposed; 3) provide consideration of the six (6) issues identified by the Commission in the February 8 2024 Order in Case No. U-21455 et. al.; 4) provide clarification and a reasonable opportunity for DTE Electric to respond and comply if the Commission intends something procedurally different than what DTE Electric has proposed; and 5) grant all other and further relief as described by DTE Electric and as the Commission deems suitable and appropriate.

INFORMATION ONLY

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: michigan.gov/mpscedockets. Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@michigan.gov.

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 16, 2024. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Electric Company's attorney, Jon P. Christinidis, One Energy Plaza, Detroit, MI 48226.

The prehearing is scheduled to be held remotely by video conference or teleconference. Persons filing a petition to intervene will be advised of the process to participate in the hearing.

Any person wishing to participate without intervention under Mich Admin Code, R 792.10413 (Rule 413), or file a public comment, may do so by filing a written statement in this docket. The written statement may be mailed or emailed and should reference Case No. **U-21482**. Statements may be emailed to: mpscedockets@michigan.gov. Statements may be mailed to: Executive Secretary, Michigan Public Service Commission, 7109 West Saginaw Hwy., Lansing, MI 48917. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Requests for adjournment must be made pursuant to Michigan Office of Administrative Hearings and Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and Parts 1 & 4 of the Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

U-21482

INFORMATION ONLY

COMCAST

May 1, 2024

Ms. Alexandria Bingham, Clerk
City of Birmingham
151 Martin St.
Birmingham, MI 48012-3001

RE: Programming Advisory

Dear Ms. Bingham:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to update you that Comcast's right to continue carrying Bally Sports channels expired on April 30, 2024. As a result, absent a renewal of the agreement, we are not currently authorized to carry Bally Sports channels as part of our lineup. In your area, the change will impact the following channels:

- 32, 201, 707, 901, 1250, and 1256

We always work to reach deals that make sense for our customers. To date, however, Comcast has been unable to reach an agreement to continue to carry Bally Sports content.

Since we are not currently authorized to carry Bally Sports programming, we have implemented a channel slate (advising of unavailability) on the channel and activated www.xfinity.com/programmingchanges to help keep our customers informed during this period. We will continue to provide updates to you and our customers as they become available.

Sincerely,

Eric M. Woody

Eric Woody
Manager of External Affairs
Comcast, Heartland Region
41112 Concept Drive
Plymouth, MI 48170

INFORMATION ONLY

WRC
WATER RESOURCES COMMISSIONER
Jim Nash

April 29, 2024

To Our Customer Communities:

Reference: Evergreen-Farmington Sanitary Drain Drainage District 2024-25 Rate Change

I have enclosed the Schedule of Rates and Charges for each community served by the Evergreen-Farmington Sanitary Drain Drainage District. These rates and charges were approved at the April 23, 2024 Board meeting.

The total annual charge to communities will result in a 2.3 percent increase from the previous year. Please review the enclosed documents for details. I've also included related documents which provide a thorough overview of what was presented at the Drain Board meeting.

As with previous years, we will continue our practice of following the rate share calculation based on a five-year average of water volume to determine each community's monthly charge.

If you have any questions or would like additional detailed information, please contact Raphael Chirolla via email at Chirollar@oakgov.com.

Sincerely,

Jim Nash

Enclosures

One Public Works Drive • Building 95 West • Waterford, MI 48328-1907
Phone: 248 858 0958 • Fax: 248 858 1266 • www.oakgov.com/water

INFORMATION ONLY

Great Lakes Water Authority
Proposed FY 2025 Sewage Disposal System Service Charges and Allocated Revenue Requirements
Proposed Effective Date: July 1, 2024

Line No.	Suburban Wholesale	Contract	Fixed Monthly Charge	Projected Revenue from Charges
			$/mo	$
1	OMID	*Model*	6,242,500	74,910,000
2	Rouge Valley	*Older*	4,820,700	57,848,400
3	Oakland GWK	*Older*	4,025,800	48,309,600
4	Evergreen Farmington	*Model*	3,159,400	37,912,800
5	SE Macomb San Dist	*Model*	2,175,000	26,100,000
6	Dearborn	*Model*	1,791,400	21,496,800
7	Grosse Pointe Farms	*Older*	232,500	2,790,000
8	Grosse Pointe Park	*Model*	165,900	1,990,800
9	Melvindale	*Model*	137,100	1,645,200
10	Farmington	*Model*	104,500	1,254,000
11	Center Line	*Model*	91,500	1,098,000
12	Allen Park	*Model*	73,600	883,200
13	Grosse Pointe	*Model*	102,200	1,226,400
14	Highland Park	*Older*	415,100	4,981,200
15	Hamtramck	*Model*	374,800	4,497,600
16	Harper Woods	*Model*	14,200	170,400
17	Redford Township	*Model*	29,400	352,800
18	Wayne County #3	*Older*	4,200	50,400
19	**Subtotal "Regional Wholesale Revenues from Charges"**			287,517,600
20	Industrial Specific Revenues			14,153,700
21	**Subtotal "Regional Wholesale Revenues from Charges" (a)**			**301,671,300**
	Detroit Customer Class - $			
22	***Wholesale Revenue Requirement (c)***			211,440,800
23	***less: Ownership Benefit per Lease***			-5,516,000
24	Net Wholesale Revenue Requirement			**205,924,800**
25	Indirect Retail Revenue Requirements (d)			**34,873,500**
26	less: Use of Lease Payment for Debt Service			-1,166,800
27	Net Indirect Retail Revenue Requirements (d)			**33,706,700**
28	Subtotal Subject to GLWA Board Approval (24) + (27)			239,631,500
29	Direct Retail Revenue Requirements (e)			57,986,800
30	Total Local System Revenue Requirement (27) + (29)			91,693,500
31	**Total Requirement from Detroit Customer Class (a)**			297,618,300

(a) Agrees with "GLWA Budget Schedule 3"
(b) Reserved
(c) Wholesale revenue requirements for the Detroit Customer Class.
(d) Local System revenue requirements related to Master Bond Ordinance (local debt service, etc.)
(e) Local System operating expenses (net of shared services reimbursement) and I&E deposit. Not Subject to GLWA Board approval.
(d)&(e) Local System information provided from Detroit Water & Sewerage Department as of December 15, 2023.

Great Lakes Water Authority
Approved FY 2025 Sewage Disposal System
Industrial Specific Retail Charges
Effective Date: July 1, 2024

Industrial Waste Control Charges

Meter Size	Full Charge	Admin Only Charge
inches	$/mo	$/mo
5/8	3.72	0.93
3/4	5.58	1.40
1	9.30	2.33
1-1/2	20.46	5.12
2	29.76	7.44
3	53.94	13.49
4	74.40	18.60
6	111.60	27.90
8	186.00	46.50
10	260.40	65.10
12	297.60	74.40
14	372.00	93.00
16	446.40	111.60
18	520.80	130.20
20	595.20	148.80
24	669.60	167.40
30	744.00	186.00
36	818.40	204.60
48	892.80	223.20

Pollutant Surcharges

Pollutant	Charge $/lb
BIOCHEMICAL OXYGEN DEMAND (BOD) for concentrations > 275 mg/l	**0.392**
TOTAL SUSPENDED SOLIDS (TSS) for concentrations > 350 mg/l	**0.525**
PHOSPHORUS (P) for concentrations > 12 mg/l	**7.571**
FATS, OIL AND GREASE (FOG) for concentrations > 100 mg/l	**0.125**
SEPTAGE DISPOSAL FEE Per 500 gallons of disposal	**38.00**

Evergreen Farmington Sewage Disposal System

82410

Financial Summary

	2023 Actual	2024 Budget	2025 Forecast	Inc / (Dec)	% Variance
Operating Revenues					
Operating Rate Revenue	$ 44,581,252.50	$ 43,176,570.00	$ 43,749,610.00	$ 573,040.00	1.3%
Operating Non-Rate Revenue	46,166,655.73	373,270.00	828,220.00	454,950.00	121.9%
Operating Revenues	$ 90,747,908.23	$ 43,549,840.00	$ 44,577,830.00	$ 1,027,990.00	2.4%
Operating Expenses					
Sewage Treatment	$ 36,336,351.35	$ 37,192,800.00	$ 37,912,800.00	$ 720,000.00	1.9%
Sewer System Maintenance	34,559,809.39	479,870.00	642,980.00	163,110.00	34.0%
Sewer System Engineering	234,781.04	320,670.00	268,730.00	(51,940.00)	-16.2%
Water Purchases	-	-	-	-	
Water Maintenance Unit	-	-	-	-	
Water Systems Engineering	-	-	-	-	
Septage Unloading Facility	211,890.82	259,100.00	220,130.00	(38,970.00)	-15.0%
Pump Maintenance Unit	1,225,258.21	1,347,120.00	1,343,520.00	(3,600.00)	-0.3%
Systems Control Unit	1,439,924.68	1,512,680.00	1,507,320.00	(5,360.00)	-0.4%
Plan Review and Permitting	231,996.99	169,520.00	203,520.00	34,000.00	20.1%
Inspection	18,351.98	7,980.00	11,740.00	3,760.00	47.1%
IPP	24,344.72	-	8,110.00	8,110.00	
Laboratory	-	-	-	-	
Mapping Unit	134,804.18	28,440.00	66,180.00	37,740.00	132.7%
Miss Dig	1,958.48	1,150.00	1,740.00	590.00	51.3%
Billing Services Unit	-	-	-	-	
General and Administrative	2,185,621.07	2,230,510.00	2,391,060.00	160,550.00	7.2%
Total Operating Expenses	76,605,092.91	43,549,840.00	44,577,830.00	1,027,990.00	2.4%
Net Income	$ 13,480,593.93	$ -	$ -	$ -	
Depreciation	-	-	-	-	
Reserves					
Non-Operating Revenue	$ 1,328,855.24	$ 1,251,620.00	$ 1,252,500.00	$ 880.00	0.1%
Non-Operating Expense	(10,598.13)	(212,550.00)	-	212,550.00	-100.0%
Major Maintenance Reserve Revenue	1,391,460.12	1,391,460.00	2,000,000.00	608,540.00	43.7%
Major Maintenance Reserve Expense	(801,821.46)	(3,022,090.00)	(2,847,810.00)	174,280.00	-5.8%
Emergency Reserve Revenue	-	-	-	-	
Emergency Reserve Expense	20,000.00	-	-	-	
Capital Reserve Revenue	6,366,304.96	13,200,000.00	6,200,000.00	(7,000,000.00)	-53.0%
Capital Reserve Expense	(15,682,655.48)	(10,618,890.00)	(13,198,350.00)	(2,579,460.00)	24.3%
Change in Net Assets	$ 6,092,139.18	$ 1,989,550.00	$ (6,593,660.00)	$ (8,583,210.00)	-431.4%
Rate Revenue					
Revenue Requirements:					
Operating Expense	$ 77,267,314.30	$ 43,549,840.00	$ 44,577,830.00	$ 1,027,990.00	2.4%
Non-Operating	1,328,855.24	1,251,620.00	1,252,500.00	880.00	0.1%
Major Maintenance	1,391,460.12	1,391,460.00	2,000,000.00	608,540.00	43.7%
Emergency Maintenance	-	-	-	-	
Capital	6,366,304.96	13,200,000.00	6,200,000.00	(7,000,000.00)	-53.0%
Total Revenue Requirements	$ 86,353,934.62	$ 59,392,920.00	$ 54,030,330.00	$ (5,362,590.00)	-9.0%
Non-Rate Revenue	$ (46,240,276.23)	$ (7,373,270.00)	$ (828,220.00)	$ 6,545,050.00	-88.8%
Rate Required Revenue	$ 40,113,658.39	$ 52,019,650.00	$ 53,202,110.00	$ 1,182,460.00	2.3%

INFORMATION ONLY

Evergreen Farmington Sanitary Drainage District, Effective July 1, 2024
Monthly Charge Breakdown

	Effective July 1, 2024
GLWA Fixed Charge	$ 37,912,800.00
OCWRC Fixed Charge [1]	6,665,030.00
Non-Operating	1,252,500.00
Major Maintenance Reserve	2,000,000.00
Emergency Reserve	-
Capital Improvement Reserve	6,200,000.00
Misc Revenue	(828,220.00)
Total Charge:	53,202,110.00

	Effective July 1, 2024 Annual Charge	Effective July 1, 2024 Monthly Charge
Auburn Hills	$ 384,652	$ 32,054.34
Beverly Hills	2,403,671	200,305.92
Bingham Farms	308,572	25,714.34
Birmingham	4,013,036	334,419.67
Bloomfield Hills	1,310,368	109,197.33
Bloomfield Township	9,539,138	794,928.17
Franklin	266,011	22,167.58
Lathrup Village	1,057,658	88,138.16
Southfield	9,829,090	819,090.84
Troy	2,221,720	185,143.33
Farmington	422,957	35,246.42
Farmington Hills	12,409,923	1,034,160.25
Keego Harbor	434,128	36,177.34
Orchard Lake Village	469,775	39,147.93
West Bloomfield Township	6,687,505	557,292.08
Acacia Park RTB	424,553	35,379.42
Birmingham RTB	460,198	38,349.83
Bloomfield RTB	559,155	46,596.25
Total	$ 53,202,110	$ 4,433,509.20

INFORMATION ONLY

Evergreen Farmington Sanitary Drainage District, Effective July 1, 2024
Share & Monthly Charge Comparison

	FY 2023-2024 (July - June)		FY 2024-2025 (July - June)		
	Share % of System	Monthly Charge	Share % of System	Monthly Charge	% Change Mthly Charge
Auburn Hills	0.736%	$ 31,905.34	0.723%	$ 32,054.34	0.5%
Beverly Hills	4.445%	192,689.42	4.518%	200,305.92	4.0%
Bingham Farms	0.592%	25,663.01	0.580%	25,714.34	0.2%
Birmingham	7.632%	330,845.00	7.543%	334,419.67	1.1%
Bloomfield Hills	2.450%	106,206.83	2.463%	109,197.33	2.8%
Bloomfield Township	17.803%	771,754.84	17.930%	794,928.17	3.0%
Franklin	0.501%	21,718.25	0.500%	22,167.58	2.1%
Lathrup Village	2.066%	89,560.49	1.988%	88,138.16	-1.6%
Southfield	18.517%	802,706.59	18.475%	819,090.84	2.0%
Troy	4.179%	181,158.42	4.176%	185,143.33	2.2%
Farmington	0.800%	34,679.76	0.795%	35,246.42	1.6%
Farmington Hills	23.255%	1,008,097.49	23.326%	1,034,160.25	2.6%
Keego Harbor	0.838%	36,327.09	0.816%	36,177.34	-0.4%
Orchard Lake Village	0.883%	38,277.84	0.883%	39,147.93	2.3%
West Bloomfield Township	12.579%	545,295.91	12.570%	557,292.08	2.2%
Acacia Park RTB	0.796%	34,506.42	0.798%	35,379.42	2.5%
Birmingham RTB	0.844%	36,587.17	0.865%	38,349.83	4.8%
Bloomfield RTB	1.084%	46,991.00	1.051%	46,596.25	-0.8%
Total	100.00%	$ 4,334,970.87	100.00%	$ 4,433,509.20	2.3%

Charges have been rounded

INFORMATION ONLY

EVERGREEN FARMINGTON SANITARY DRAINAGE DISTRICT
SCHEDULE OF RATES AND CHARGES
EFFECTIVE JULY 1, 2024

1. Wastewater Disposal Charge

Each community shall pay monthly, a charge in accordance with schedule below:

	Effective July 1, 2024 Monthly Charge
Auburn Hills	$ 32,054.34
Beverly Hills	200,305.92
Bingham Farms	25,714.34
Birmingham	334,419.67
Bloomfield Hills	109,197.33
Bloomfield Township	794,928.17
Franklin	22,167.58
Lathrup Village	88,138.16
Southfield	819,090.84
Troy	185,143.33
Farmington	35,246.42
Farmington Hills	1,034,160.25
Keego Harbor	36,177.34
Orchard Lake Village	39,147.93
West Bloomfield Township	557,292.08
Acacia Park RTB	35,379.42
Birmingham RTB	38,349.83
Bloomfield RTB	46,596.25
Total:	$ 4,433,509.20

2. Pollutant Surcharge

In accordance with current Great Lakes Water Authority (GLWA) standards and rates, the following pollutant surcharges shall be levied against industrial and commercial customers contributing sewage to the System with concentrations of pollutants exceeding the levels described as follows:

POLLUTANT SURCHARGE RATE, PER EXCESS POUND	EFFECTIVE JULY 1, 2024 $/LB
Biochemical Oxygen Demand (BOD) in excess of 275 mg/l	$0.392
Total Suspended Solids (TSS) in excess of 350 mg/l	0.525
Phosphorus (PHOS) in excess of 12 mg/l	7.571
Fats, Oil, & Grease (FOG) in excess of 100 mg/l	0.125

INFORMATION ONLY

3. Industrial Waste Control Charge (IWC)

Each community shall report monthly the total number and size of water meters used by non-residential users of the System. Where metered water is not available, the community shall report monthly the "Assigned Water Meter Size" of non-residential users of the System as determined by WRC via Residential Equivalency Units (REU) equivalents or use of AWWA M22 (Chapter 5 – Sizing the Customer's Service and Meter).

Based on the reported number of water meter sizes, actual and assigned, for non-residential users of the System, each community shall pay a monthly IWC in accordance with the following schedule:

METER SIZE	EFFECTIVE JULY 1, 2024 MONTHLY IWC CHARGE
5/8"	$3.72
3/4"	5.58
1"	9.30
1 1/2"	20.46
2"	29.76
3"	53.94
4"	74.40
6"	111.60
8"	186.00
10"	260.40
12"	297.60
14"	372.00
16"	446.40
18"	520.80

Non-residential users shall be defined as all users other than those in single family houses, apartment buildings, condominiums, town houses, mobile homes, schools, churches and municipal buildings.

4. Penalty

The sewage disposal service charge shall be payable monthly. If any municipality does not pay its service charge by the due date, there will be a penalty of one (1) percent for each month or a fraction thereof for which the charge remains.

INFORMATION ONLY

Mary Kucharek

From: Paul Wills <paul.wills@plantemoran.com>
Sent: Thursday, May 16, 2024 2:01 PM
To: Mary Kucharek; Mark Clemence
Cc: Jana Ecker; Robert Stempien; Brian Smith
Subject: RE: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

Good afternoon Mark and Mary,

Thank you for your note. Based on statements in the City's RFP, it was our understanding that it was permissible for the City "to make an award based directly on the proposal
or to negotiate further with the contractors" and that "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" (referring to page 5 of the RFP).

PMR based its proposal in reliance on these RFP's statements. Fairness to all bidders, including PMR, it would seem to require giving effect to these statements within the RFP. More importantly, we would think that the interests in allowing the City to determine and select the most qualified team support the City in this important endeavor would warrant our further consideration of our proposal in light of the highlighted terms of the RFP.

While we acknowledge the City's right to reject our proposal, we hope you give our team further consideration for the reasons we've outlined. PMR remains willing to assist the City to continue our success collaborating together on your capital programs.

Regards,

Paul R. Wills, AIA, LEED AP | Partner
Plante Moran Realpoint, 3000 Town Center, Suite 100, Southfield, MI 48075
Direct Dial: 248.223.3316 | Mobile: 248.670.9030 | Fax: 248.603.5834
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From: Mary Kucharek <Mkucharek@bhlaw.us.com>
Sent: Thursday, May 16, 2024 1:33 PM
To: Paul Wills <paul.wills@plantemoran.com>; Mark Clemence <clemencem@bhamgov.org>
Cc: Jana Ecker <Jecker@bhamgov.org>; Robert Stempien <Robert.Stempien@plantemoran.com>; Brian Smith <Brian.Smith@plantemoran.com>
Subject: RE: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

ATTENTION: This email was sent to Plante Moran from an ***external source***. Please be extra vigilant when opening attachments or clicking links.
Paul,

Thank you, Paul, for getting this to us. However, as you and I discussed this morning, the changes you are requesting completely change the scope of work outlined in the RFP. Those are substantial and material changes and would be volitive of the RFP process and equity and fairness to all the bidders. We cannot allow bidders to substitute their own scope of work as part of an agreement, rather than the RFP scope as advertised. No other bidder substituted their own scope of work in their responses, nor were they afforded an opportunity to do so. Therefore, we find your proposal to be non-responsive to the RFP as advertised. We wish you the best of luck and we will be moving forward with our two top responsive bidders.

Thank you for your interest in working with the City.

With Respect and regards,
Mary Kucharek

From: Paul Wills <paul.wills@plantemoran.com>
Sent: Thursday, May 16, 2024 12:28 PM
To: Mary Kucharek <Mkucharek@bhlaw.us.com>; Mark Clemence <clemencem@bhamgov.org>
Cc: Jana Ecker <Jecker@bhamgov.org>; Robert Stempien <Robert.Stempien@plantemoran.com>; Brian Smith <Brian.Smith@plantemoran.com>
Subject: RE: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

You don't often get email from paul.wills@plantemoran.com. Learn why this is important

Good afternoon Mark and Mary,

Attached you will find Plante Moran Realpoint's supplemental information for the City of Birmingham's RFP for Owner's Rep. services. Again, we appreciate the opportunity to further the conversation Monday evening.

Regards,

Paul R. Wills, AIA, LEED AP | Partner
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Cc: Jana Ecker <Jecker@bhamgov.org>; Timothy StAndrew <Timothy.StAndrew@PlanteMoran.com>; Robert Stempien <Robert.Stempien@plantemoran.com>; Brian Smith <Brian.Smith@plantemoran.com>
Subject: RE: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

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Paul and Brian,

Paul, you, and I spoke over an hour and half ago. We have a City Commission packet that must have your signed agreement in it by two this afternoon. Or that of the recommended rfp response. Negotiations do not occur with the City Commission Monday night.

Please advise of the status of the agreement. Again, material and substantial changes are deemed unresponsive per the RFP and the legal rfp process. Hoping to see your slight modifications asap.

Thank you,
Mary

From: Paul Wills <paul.wills@plantemoran.com>
Sent: Thursday, May 16, 2024 10:12 AM
To: Mark Clemence <clemencem@bhamgov.org>
Cc: Jana Ecker <Jecker@bhamgov.org>; Mary Kucharek <Mkucharek@bhlaw.us.com>; Timothy StAndrew <Timothy.StAndrew@PlanteMoran.com>; Robert Stempien <Robert.Stempien@plantemoran.com>; Brian Smith <Brian.Smith@plantemoran.com>
Subject: RE: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

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Good morning Mark,

Thank you for the opportunity to further the discussions relative to the City of Birmingham's RFP for Owner's Rep. Services. By copy of this email, I am looping in our Plante Moran Realpoint team members (including Brian Smith, our in-house legal) who are finalizing the requested information relative to the contract for your review and consideration with you and the City Attorney. Again, appreciate the opportunity to collaborate with the City once again on your capital projects!

Regards,

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Sent: Thursday, May 16, 2024 10:01 AM
To: Paul Wills <paul.wills@plantemoran.com>
Cc: Jana Ecker <Jecker@bhamgov.org>; Kucharek, Mary <mkucharek@bhlaw.us.com>
Subject: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

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Mr. Wills,

Thank you for taking my phone call this morning. It was nice to hear that you guys were on-line yesterday and anticipated this morning's call.

I just had a conversation with City Manager Ecker and advised her of the information we discussed and your forthcoming email with the contract issues to be resolved.

As previously discussed, time is important. Our City Attorney, Mary Kucharek, is on stand-by awaiting your email in order to address this issue.

Thanks,
Mark

Mark H. Clemence
Assistant City Manager
City of Birmingham
Office: 248-530-1809
clemencem@bhamgov.org

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Janine Cochran

From: Mary Kucharek
Sent: Thursday, May 16, 2024 1:36 PM
To: Janine Cochran
Subject: FW: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project
Attachments: Supplemental PMR Proposal Information for the City of Birmingham (051620024).pdf

From: Paul Wills <paul.wills@plantemoran.com>
Sent: Thursday, May 16, 2024 12:28 PM
To: Mary Kucharek <Mkucharek@bhlaw.us.com>; Mark Clemence <clemencem@bhamgov.org>
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Subject: RFP for Owner's Representative Services - City of Birmingham Senior/Recreation Center Project

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Office: 248-530-1809
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Plante Moran Realpoint
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.223.3500 | Fax: 248.223.3150
pmrealpoint.com

May 16, 2024

VIA EMAIL: clemencem@bhamgov.org

Mark Clemence
Assistant City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

RE: Contract Form for Owner's Representative Services for the Birmingham Senior / Recreation Building Renovation / Expansion / New Build

Dear Mr. Clemence:

This letter is to follow up on Plant Moran Realpoint, LLC's ("PMR") proposal to the City of Birmingham (the "City") to provide Owner's Representative Services for the Birmingham Senior / Recreation Building Renovation / Expansion / New Build (the "Project"). Having recently worked with the City on successfully completing its Ice Arena Project, PMR looks forward to an opportunity to serve the City again.

As you know, our proposal was conditioned on PMR and the City collaboratively working together to reach a final agreement. We believe a negotiated contract will likely provide a better long-term outcome for the Project because it allows both parties to more fully understand the needs and expectations of the other party and the Project and reflect that understanding in their agreement. Not only are negotiated contracts, rather than contracts of adhesion, customary in our field, several factors prevented PMR from signing the agreement provided in the City's Request For Proposal, dated May 10, 2024 (the "Agreement"). While not an exhaustive list, some of those factors include:

1. Section 7 of the Agreement requires the Contractor to indemnify the City for the negligence of the City's Architect. Indemnifying the City for another provider's negligence is uninsurable.
2. Section 11 of the Agreement calls for the Contractor to provide insurance certificates and list the City as an additional insured on an automotive policy, but does not require the Contractor to provide automotive insurance.
3. Some statements could expose the Owner's Representative and City to responsibility for the Construction Manager's means and methods.
4. Some scope statements could be inconsistent with the City's role as the key decision-maker on matters related to the Project and are inconsistent with the Owner's Representative's industry-standard role as an advisor.

5. Some statements of scope required the Contractor to provide guarantees of outcomes that cannot be provided responsibly.
6. If signed, the agreement would be unclear as to which of PMR's fee proposals was agreed upon.

A more exhaustive list of our comments on the Agreement form is provided in the attachment to the LOI enclosed with this letter.

We do not doubt that PMR and the City will be able to arrive at a final agreement quickly. As we have noted in our proposal, we have successfully worked with each of our current clients to arrive at mutually agreeable contracts to administer over $5B in ongoing work, and PMR has previously negotiated with the City to provide Owner's Representation Services to deliver its Ice Arena Project successfully. PMR believes that the Agreement form provided in the RFP can serve as a basis for a negotiated contract. Alternatively, the agreement form previously used for PMR to provide Owner's Representative Services for the City's Ice Arena project could serve as the basis for a negotiated contract (see the enclosed prior agreement). Because we are confident that we can quickly arrive at a negotiated agreement, PMR is willing to enter into an LOI (see enclosed LOI) and begin providing its service while the contract form is finalized so as not to delay the Project.

As reflected in the City's qualification ranking so far, we believe PMR is the best-qualified firm to assist the City in this important Project and that we have provided competitive pricing for our value. A critical step in ensuring a successful engagement and project is to make sure the parties have a mutual understanding and agreement regarding their relationship. We appreciate the City's willingness to consider our suggestions for the contract.

If you would like to discuss any next steps, please contact Paul Wills at paul.wills@plantemoran.com or Robert Stempien at Robert.Stempien@plantemoran.com.

PLANTE MORAN REALPOINT, LLC

Robert Stempien, AIA
Senior Vice President

Paul Wills, AIA
Partner

ENCLOSURES: Letter of Intent, dated May 16, 2024
Prior City of Birmingham Ice Arena Agreement, dated June 20, 2018

plante moran REALPOINT

Plante Moran Realpoint
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.223.3500 | Fax: 248.223.3150
pmrealpoint.com

May 16, 2024

VIA EMAIL TO: clemencem@bhamgov.org

Mark Clemence
Assistant City Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

RE: Letter of Intent For Owner's Representative Services for the Birmingham Senior / Recreation Building Renovation / Expansion / New Build Project

Dear Mr. Clemence:

The purpose of this Letter of Intent (this **"LOI"**)is to confirm and set forth the understanding between the CITY OF BIRMINGHAM (the **"City"**) and PLANTE MORAN REALPOINT, LLC (the **"Contractor"**), the Contractor's provision of Owner's Representation Services for the Birmingham Senior / Recreation Building Renovation / Expansion / New Build (the **"Project"**).

The parties intend to enter into an agreement to engage the Contractor to perform the Owner's Representative Services as outlined in Attachment A to this LOI. Subject to the parties' negotiation and mutual agreement of the final scope and terms and conditions, it is the parties' mutual intent to execute, as soon as possible, a definitive agreement based on the agreement provided in Attachment A (the **"Definitive Agreement"**), which is a modified version of the agreement provided by the City in its Request for Proposal, dated April 17, 2024. Nothing in this LOI commits the City to accept as part of the Definitive Agreement any modifications to the agreement provided by the City in its Request for Proposal.

This LOI authorizes the Contractor to commence the performance of the Owner's Representative Services as outlined in Attachment A (the **"Services"**) for up to three (3) months. The Contractor's fee is a monthly fixed fee of Twenty Thousand and No/100 Dollars ($20,000.00). The parties acknowledge and agree that this LOI only commits the City to pay for the Contractor's Services authorized under this LOI and performed within the term of this LOI. Contractor's Compensation under this LOI will not exceed Sixty Thousand and No/100 Dollars ($60,000.00). The City may terminate this LOI at any time for convenience upon written notice to the Contractor.

Services Performed under the LOI before the execution of the Definitive Agreement will be subject to the terms and conditions of the Definitive Agreement. Should the anticipated Definitive Agreement not be reached or this LOI terminated, the sole extent of the City's obligation is to pay for work authorized under

this LOI that was performed before the termination or expiration of this LOI. If a Definitive Agreement is not reached, the agreement provided in Attachment A shall govern the rights and obligations of the parties concerning the Services provided by the Contractor.

To accept this LOI, please sign below and return it to Robert Stempien. We will commence our Services upon receipt of the signed LOI. If you have any questions, please contact Paul Wills at paul.wills@plantemoran.com or Robert Stempien at Robert.Stempien@plantemoran.com.

PLANTE MORAN REALPOINT, LLC

Robert Stempien, AIA
Senior Vice President

Paul Wills, AIA
Partner

We accept this LOI, including Attachment A attached hereto, which sets forth the entire agreement between the City and the Contractor for the matters specified herein. We acknowledge that such acceptance creates a binding agreement between the City and the Contractor.

CITY OF BIRMINGHAM	PLANTE MORAN REALPOINT, LLC
/	5/16/24
Date	Date
By:	By: Paul Wills
Its:	Its: Partner

ATTACHMENT A

To the Letter of Intent Between the City of Birmingham and Plante Moran Realpoint, LLC

AGREEMENT OF OWNERS REPRESENTATIVE SERVICES FOR BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD

THIS AGREEMENT is entered into this ____ day of _____, 2024, by and between the **CITY OF BIRMINGHAM,** whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **PLANTE MORAN REALPOINT, LLC**, whose address is 3000 Town Center, Suite 100, Southfield, MI 48075, (hereafter referred to as Contactor) and the foregoing shall collectively be referred to as the parties and shall become executed on the date of the City Mayor's signature;

WHEREAS, the City desires to hire and has sought proposals for an **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** of the building at 400 E. Lincoln (the "Project"); and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a desirous response and cost proposal to perform **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD**

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 **OWNERS REPRESENTATIVE SERVICES FOR THE BIRMINGHAM SENIOR/RECREATION BUILDING RENOVATION/EXPANSION/NEW BUILD** posted April 18, 2024, 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"). Notwithstanding anything in this Section 1, the scope of the Contractor's Services set forth in Attachment C attached hereto, which is fully incorporated herein by reference and shall become a part of this Agreement, is the scope of Contractor's Services agreed to by the parties and supersedes any scope contained in the Request for Proposal.

2. TERM: This Agreement shall have a term of three 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 retain and use the results of all work completed by the Contractor through such date (the "Documents"). The parties acknowledge and agree that following a termination of this Agreement, the Contractor is not responsible for, nor able to influence, the subsequent implementation of the Project and the Contractor is relieved of any liability as a result of the subsequent use of the Documents except for Contractor's negligent performance of its Services prior to termination. The parties acknowledge their ongoing obligation after termination to mitigate damages that may have resulted from Contractor's Services.

3. COMPENSATION & TERMS OF PAYMENT: For its Services, as defined in Attachment C, the City will compensate the Contractor in accordance with Option B set forth in the contractor's response attached hereto as Attachment B. Subject to the mutual agreement of the

parties, Contractor's compensation will be adjusted in accordance with the Contractor's response should the scope or schedule of the Project materially change. 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. SWhere invoices are for work on a time and materials basis, 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 after invoice ~~unless otherwise specified by the City~~.

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractors 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 Contractors 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 shall indemnify and hold the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on behalf of the City harmless from and against damages, losses and judgments, 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, including reasonable attorney fees and expenses recoverable under applicable law, but only to the extent of the degree of fault of the ~~Michigan licensed architect~~Contractor for negligent acts or omissions of the ~~Architect~~Contractor, its employees and its consultants in the performance of their professional services, in the performance of this Agreement.

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 **$2,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Additional Insured: Commercial General Liability ~~and Motor Vehicle Liability Insurance~~, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

D. Professional Liability: If applicable, professional liability insurance with limits of not less than $2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

E. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, 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)~~3) 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 Contactor 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
151 Martin Street
Birmingham, Michigan 48009
Attn: City Manager Jana Ecker

Contractor:
_____
_____
_____
_____
_____
_____Robert Stempien
Plante Moran Realpoint
3000 Town Center, Suite 100
Southfield, Michigan 48075

With Copy To:
Brian Smith
Plante Moran Realpoint
3000 Town Center, Suite 100
Southfield, Michigan 48075

The City designates [NAME], [TITLE] as its designated representative to provide direction to the Contractor regarding the Project and Contractor's Services. The City represents that its Designated Representative has the necessary skill, knowledge, experience, and authority to act on City's behalf to be the contact person for purposes of the communications between City and CONTRACTOR and to provide direction to CONTRACTOR regarding the Project and CONTRACTOR's Services.

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 _____, May 10, 2024, to the City's Request for Proposals dated April 18, 2024 (attached hereto as Attachment "B"). In the event of a conflict in any of the terms of this Agreement and the Contractor _____ response, the terms of this Agreement shall prevail. Notwithstanding anything in this Section 19, the scope of the Contractor's Services contained in Attachment C to this Agreement is the scope of Contractor's Services agreed to by the parties and supersedes any scope contained in the Request for Proposal.

20. SCOPE OF CONTRACTOR'S SERVICES:

21. WAIVER OF CONSEQUENTIAL DAMAGES: In no event shall the City or the Contractor be liable to the other for special, incidental or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise.

22. CITY REQUIREMENTS:

a. The City will identify in writing to the Contractor all funding sources and any funding related requirements that may impact the administration of the Project.
b. The City will provide, or cause to be provided, full information necessary for Contractor's Services and Contractor will be entitled to reasonably rely on information provided by the City or on the City's behalf.
c. The City shall provide information, review documents provided by the Contractor, and render decisions relating to Contractor's Services on a timely basis so as not to delay the performance of the Project.
d. The City shall engage third parties to provide services, including by way of example, surveyors, testing consultants, architects, engineers, attorneys and risk management consultants, as reasonably required for the performance of CONTRACTOR's Services.

~~20.~~23. **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 _____, 20__, 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: _____
Elaine McLain, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

_____
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

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

_____
Mark Clemence, Assistant City Manager (Approved as to substance)

Attachment A

[Insert Copy of RFP]

Attachment B

[Insert Copy of Proposal]

Attachment C

PART 1. SCOPE OF CONTRACTOR'S SERVICES

A. ~~Project Management~~Owner's Representative and Reporting

The ~~selected~~ Contractor will provide positive ongoing communication between the City and all hired professional consultants and contractors, and assist with the resolution of any issues that arise. The Contractor shall be available for questions and follow up either by email, telephone or via in-person site meetings with City Staff as the circumstances require. The Contractor will be responsible for ~~project management~~Owner's Representative ~~services~~Services listed herein and those task reasonably incidental to those project management services listed herein~~, including, but not limited to the following~~:

1. Assisting and advising the City in its~~The~~ preparation of a Project ~~Management~~ Plan for approval by the City, including Project team responsibilities, communication and reporting methods and benchmarks, Project procurement strategy, Project ~~management~~ information system protocols, Project parameters, schedule, and budget, and Project accounting procedures;
2. ~~The preparation~~Assisting and advising the City with ~~of~~ written reports to the City as needed, no less than monthly, containing the following information:
    a. The status of the Project;
    b. A comparison of the Project budget to costs incurred through the date of the report;
    c. A comparison of the Project schedule to the work actually completed through the date of the report;
    d. Any revision to the Project schedule or Project budget made during the time period covered by the report;
    e. A summary of any change orders made during the time period covered by the report;
    f. A list of all pending change orders and all outstanding issues requiring action or approval by City;
    g. The status of any governmental requirements and activities required to facilitate approval of the Project; and
    h. Any other reports concerning the Project as the City may reasonably request, or as deemed necessary by the Contractor.

    ~~h.~~ The Contractor's reports will be reliant on information provided to the Contractor by the City's Architect and General Contractor / Construction Manager.
3. Attendance at all weekly SCC and any CC meetings at which the Project is discussed, and at all internal meetings with City staff regarding the Project; and
4. Coordinating and/or monitoring meetings as needed with other professional consultants and contractors hired to complete the Project, as needed throughout all phases of the Project.

B. Final Design Oversight, Cost Estimation and Plan Preparation

The ~~selected~~ Contractor will assist and advise the City throughout the design process~~, including, but not limited to, the following~~ to include the tasks listed below as well as those tasks that are reasonably incidental to the tasks listed:

1. Reviewing and advising on architects' or other related consultant's workplans to ~~ensure~~ promote~~there is~~ a cohesive and feasible plan to design the Project within established parameters;
2. Assist with design facilitation on both exterior and interior finishes of the Project, including any building(s), parking, green space and all other exterior structures or amenities;
3. Assist with design facilitation by monitoring and advising the City regarding the progress of the Project, and monitoring and advising the City on compliance with the Project's vision, goals, objectives, budget and schedule;
4. Facilitate and assist in the ~~E~~evaluatione of alternative building systems and building products based on performance, availability, design and cost for consideration by the City;
5. ~~Facilitate and assist in the C~~compileation of ~~all~~ cost information for ~~all~~ items associated with the Project;
6. Facilitate design review process, assisting the public, the SCC and the CC to reach consensus on the design of the Project; and
7. Assist with preconstruction facilitation, including ~~conducting~~ facilitating constructability reviews, advising in the establishing a phasing plan for the Project, and ~~coordinating and~~ monitoring final construction plan preparation.

C. Bidding and Procurement

The ~~selected~~ Contractor will assist and advise the City in its development and implementation of a process to procure profession services related to the Project~~, including but not limited to the following~~to include the tasks listed below as well as those tasks that are reasonably incidental to the tasks listed:

1. ~~P~~Assisting and advising the City in its procurement planning;
2. Assisting and advising the City in its~~The~~ procurement of all professional service and construction contractors required, including preparation of requests for proposals, requests for qualifications, and/or ~~preparation of bids~~requests for proposals as needed, and ~~advice and assistance with~~facilitation of the ~~the~~ City's selection process for ~~of~~ all professional service and construction contractors/bidders required, and contract negotiations;
3. Assisting and advising the City in its planning and coordinating the purchase of building materials and other necessary product purchases; and
4. Assist and advise the City in its coordination~~g~~ of its separate contractors and providers contracted directly with the City, if any, with the work of its Construction Manager or General Contractor ~~and scheduling subcontractors, utilities and other parties~~ as needed to ~~ensure~~ promote the timely completion of Project.

D. Construction ~~Oversight~~ Phase Monitoring Services

Assist City staff as needed in coordination and logistics to allow construction to proceed without interruption of workflow and to minimize down time. The selected Contractor will provide construction ~~oversight~~ phase monitoring services, which include the tasks listed below as well as those tasks that are reasonably incidental to the tasks listed ~~shall include, but are not limited to the following, as reasonably required to complete the project~~:

1. Assist and advise the team through construction process to meet project objectives;
2. Assist contracted construction vendors in obtaining required approvals and permits. Please note any fees associated with City required permits will be waived;
3. Attend Owner/Architect/Contractor progress meetings;
4. Monitor Request for Information (RFI) logs, shop drawing submittal logs and facilitate issue resolution, if needed;
5. Review and ~~ensure~~ facilitate the timely receipt of insurance certificates, performance and payment bonds, waivers, sworn statements, and other contractor-required or consultant-required information;
6. ~~Oversee~~ Assist and advise in the Project cost accounting and budget tracking process;
7. Monitor Project expenditures ~~to ensure that the proposed~~ for compliance with the proposed budget ~~is being met~~;
8. Monitor contractor's change order tracking and facilitate issue resolution, including an accountability log that will be used for all change orders issued for the project that will indicate the source and cost of any and all change orders (e.g., field condition, City initiated, construction vendor initiated, etc.);
9. Track Project budget including expenses to date versus total budget and remaining Project cost estimates;
10. Review payment applications from all contractors and consultants or other vendors in accordance with contractual arrangements and make recommendations for payment;
11. Assist and advise the City and its legal counsel in evaluating and resolving disputes relating to contract interpretation and requirements;
12. Review change order requests for cost, reason, need and responsibility;
13. Notify the City if Contractor becomes aware that the work of a contractor or consultant is not being performed in accordance with the requirements of the contract documents or industry standards; and
14. Advise the City if Contractor believes the work under a construction contract is substantially complete and coordinate ~~with~~ for the construction team to prepare of punch list of outstanding items to ~~ensure all items are completed on time and on budget~~track their completion.

E. Project Closeout Services

The selected Contractor will monitor activities of all professional service and construction contractors during the Project closeout phase. ~~to ensure they complete their respective contractual obligations.~~ Post construction services typically commence after construction is substantially complete. Contractor will continue to advocate on behalf of the City to facilitate ~~ensure~~ the timely completion of close-out procedures ~~are completed in a timely manner~~. Activities

~~include, but are not limited to the following, as reasonably required to complete the Project~~ include the tasks listed below as well as those tasks that are reasonably incidental to the tasks listed:

1. Assist and advise the city in the preparation of a ~~Prepare~~ close out plan;
~~2. Assist in creation of punch list of outstanding items for completion;~~
~~3.~~2. Assist City in creating a checklist and schedule for occupancy by all tenants and/or City personnel;
~~4.~~3. ~~Assist~~ Advise the City ~~in resolving and/or completing~~ regarding the resolution and/or completion of punch list items;
~~5.~~4. Participate in a final Project walk-through/inspections with all professional service and construction contractors to facilitate the review by the City's architect and construction contractors for compliance with all contract document regarding the quality of finished construction;
~~6.~~5. Assist with coordinating the delivery of warranties and guarantees certificates;
~~7.~~6. ~~Assist~~ Facilitate ~~with~~ the submittal of release waivers of liens and sworn statements;
~~8.~~7. ~~Assist~~ Facilitate ~~with~~ the coordination of building systems testing;
~~9.~~8. Assist in obtaining occupancy permit;
~~10.~~9. Monitor delivery of as-built drawings and operational manuals to City;
~~11.~~10. Assist in scheduling of training staff on building systems; and
~~12.~~11. Assist City in obtaining callback services from its contractor for a period at least extending through the correction period.

PART 2. LIMITATIONS OF CONTRACTOR'S SERVICES

1. Contractor's Services are inherently advisory in nature. Contractor has no responsibility for, nor do its Services include, any management decisions or management functions of City in connection with this engagement to provide the Services outlined herein. Contractor and City acknowledge that Contractor shall have no authority, express or implied, to enter into written or oral agreements on behalf of City, to take any other actions with respect to City's projects, transactions, or other business affairs of City, or to commit or otherwise obligate City in any manner whatsoever. Further, City acknowledges that City is responsible for all such management decisions and management functions; for the evaluation of the adequacy and results of Contractor's Services and for making decisions and the results of those decisions with regard to the assistance, advice, recommendations, and reporting provided by Contractor in connection with its Services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with this Agreement.

2. Contractor shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.

3. Contractor does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by the Contractor for use in connection with its Services. Analysis prepared by Contractor represents Contractor's professional judgment as a consultant. It is recognized, however, that neither Contractor nor City has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. Contractor cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established or approved by City, or from any Analysis prepared by Contractor.

4. Contractor shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to City. Contractor is not responsible for the performance of any party not employed directly by Contractor, and Contractor is not responsible for the performance of consultants engaged by Contractor in connection with Contractor's Services under this Agreement.

5. Contractor's Services do not include professional architectural or engineering services. Contractor shall not be responsible for the design of any project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of City or City's landlord or subtenants, or with applicable codes or legal requirements. It shall be the responsibility of City's architects and engineers, not Contractor, to identify building code and other legal requirements pertaining to the design of a project for City. Contractor's Services do not include with respect to any existing or planned building or property the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.

6. Any acts of Contractor in providing consultation, advice and/or recommendations to City regarding the performance or the default of City's architect, contractor(s), vendors or other consultant(s), shall not be deemed to be the assumption by Contractor of management or control of the architect, contractor(s), vendors or consultants or of City's project.

7. Contractor is not an attorney at law, and the Services provided by Contractor exclude professional legal services. If the scope of Contractor's Services includes assistance with the negotiations of agreements on behalf of City, such agreements shall be subject to City's approval. City shall provide for the review of such agreements by City's attorneys and insurance consultants as deemed to be appropriate by City.

8. Contractor shall not be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or

government acts or omission. Notwithstanding the foregoing, Contractor and City shall make a good faith effort to mitigate any impacts of such circumstances to Contractor's Services.

9. Contractor's Services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal) related to known or unknown Constituents of Concern. Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCBs), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to any fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any other federal, state, or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards concerning, any hazardous, toxic, or dangerous waste, substance, or material. The parties further acknowledge that Contractor is not, and shall not be considered or required to be, an "owner," "arranger," "operator," "generator," or "transporter" of any Constituents of Concern.

plante moran CRESA
REAL ESTATE CONSULTANTS

June 20, 2018

Ms. Lauren Wood
Director of Public Services
851 South Eton Street
Birmingham, MI 48009

via e-mail: lwood@bhamgov.org

RE: Proposal for Capital Planning and Consulting Services for City of Birmingham Ice Arena

Dear Ms. Wood:

Thank you for the opportunity to allow PLANTE & MORAN CRESA, LLC ("PMC") to present our proposal to provide Capital Planning and Consulting Services to the CITY OF BIRMINGHAM ("CB"). We appreciate the confidence you are placing in PMC.

PMC agrees on behalf of itself and each of its employees that no such person or entity shall represent the products or services of any architect, engineer, property owner, landlord, contractor or any related vendor.

ENGAGEMENT

It is our understanding that the engagement generally will involve Capital Planning and Consulting Services for work at CB's Ice arena located at 2300 E Lincoln Street in Birmingham, Michigan (the "Project"). The Project services to be provided by PMC for this engagement are more particularly described in the Scope of Services attached as Exhibit A ("Services") and will be performed subject to the Terms and Conditions attached as Exhibit B.

PMC shall commence providing Capital Planning and Consulting Services, as set forth in Exhibit A ("Capital Planning Services"), upon CB's acceptance and execution of this proposal. Upon a successful passage of a bond issuance, if requested by CB, a separate engagement letter for PMC services will be mutually agreed upon by CB and PMC for the implementation of the capital improvement program approved by CB (the "Project").

In preparing this proposal, PMC has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMC in determining the required Services, PMC's compensation for its Services, and the terms of this engagement:

- The duration of the Capital Planning and Consulting portion of the Project is approximately three (3) months.
- The Project will generally consist of the assessment of the existing ice arena and surrounding site
- The Project will generally consist of the proposed improvements and associated capital costs. Costs could be through the operating fund or capital fund.

- The facilities shall be constructed of normal, durable, and readily available materials, as used in the construction of public facilities.

COMPENSATION/INVOICING

PMC will be compensated by CB for services performed as follows at a fixed fee of Twenty One Thousand, and no/100 Dollars ($21,000.00) and in accordance with the payment terms set forth in Exhibit B to this proposal:

Capital Planning Services

- For its Capital Planning Services, PMC shall receive a fixed fee of Fifteen Thousand and No/100 Dollars ($15,000), plus reimbursable expenses such as mileage, printing, overnight courier services, etc. invoiced at cost, without mark-up.

Operational Review Consulting Services

- For its Operational Review Consulting Services, PMC shall receive a fixed fee of Six Thousand and No/100 Dollars ($6,000), plus reimbursable expenses such as mileage, printing, overnight courier services, etc. invoiced at cost, without mark-up.

Invoicing

- PMC will invoice in three (3) equal monthly amounts of Seven Thousand and no/100 Dollars ($7,000.00) plus reimbursable expenses.

TERM OF ENGAGEMENT

PMC will commence its Capital Planning and Consulting Services upon execution of this proposal, and will provide such services for up to three (3) consecutive months.

ACCEPTANCE

To accept this proposal including the terms of this letter and Exhibits A and B attached hereto, please sign the Accepted and Agreed acknowledgement below and return it to me. Upon execution below, this proposal (including Exhibits A and B) will become a binding agreement (the "Agreement") between CITY OF BIRMINGHAM and PLANTE & MORAN CRESA, LLC Should you have any questions please contact me at 248.223.3316.

Sincerely,

PLANTE & MORAN CRESA, LLC

Paul R. Wills

Paul R. Wills, AIA, LEED AP

Partner

We accept this proposal, including Exhibits A and B attached hereto, which sets forth the entire agreement between CB and PMC for the services specified herein. We acknowledge that such acceptance creates a binding agreement between CITY OF BIRMINGHAM and PLANTE & MORAN CRESA, LLC.

Accepted and Agreed:

CITY OF BIRMINGHAM

Lauren Wood

By: Ms. Lauren Wood

Its: Director of Public Services

Date: 8-7-18

EXHIBIT A

SCOPE OF SERVICES

Upon execution of PLANTE & MORAN CRESA, LLC's ("PMC") proposal to the CITY OF BIRMINGHAM ("CB") dated June 20, 2018, this Exhibit A shall be incorporated into the Agreement between CB and PMC.

PMC shall provide the following Services:

Capital Planning and Consulting Services: Upon execution of the Agreement PMC shall commence providing capital planning and consulting services as set forth below:

Facility Utilization Services:

- Facility Utilization Summary: PMC shall develop a Facility Utilization Summary based on current and projected programs and CB's goals and objectives, as set forth by CB, relative to facility configurations. The summary may include various options and options for CB review and approval.

Capital Assessment Services:

- Facility and Operational Improvement Plan: PMC will meet with CB's Administration to discuss facility and operational system improvement needs and generate an implementation strategy based on CB's program goals and budget. The strategy will categorize the areas of need/goals by: critical, deferred maintenance and enhancement.

- Building/Site Visits: PMC will visit CB's the existing ice arena and adjacent site as necessary to assist in evaluating building sites and facilities including parking lots, interior and exterior conditions, electrical and HVAC system conditions, etc. to recommend upgrades to support the desired operational systems.

- Technology Assessment: PMC will meet with CB's Director of Operations and others as appropriate to assist in defining updated technology needs and provide input on best practices and technology trends seen in other ice arenas.

- Facility Improvement and Capital Issue Planning Report: Upon approval and acceptance of a revised ice arena facility and technology needs assessment by CB, PMC will assist CB to develop capital planning information materials which communicate the needs to voters.

Operational Assessment Services:

- Comparable Analysis: Plante Moran will gather information on similar operations to inform CB of comparable practices. We will work jointly with CB to identify 3-5 comparable organizations and also develop a questionnaire for CB to review, amend, and approve. This questionnaire will serve as a script for interviews for ice arena operations.

- Comparable Interviews: We will request an introductory message from the City to authenticate that we act on behalf of the City and will schedule remote interviews to glean information related to programs, operational standards, staffing levels, budgets, and other pertinent information. These meetings will be scheduled so that City participants may join in the call, if desired.

- Summary Report: The product of the comparable analysis will be a summary memo (4-6 pages) that includes the project approach, a summary of each participatory organization, key observations, and comparability information that will be shared in a table format. Because participation by the jurisdictions is voluntary, we recommend that CB consider offering a copy of the memo to participants in order to increase the likelihood of participation.

[END OF EXHIBIT A]

EXHIBIT B

TERMS AND CONDITIONS

Upon execution of PLANTE & MORAN CRESA, LLC's ("PMC") proposal to the CITY OF BIRMINGHAM ("CB") dated June 20, 2018, this Exhibit B shall be incorporated into the Agreement between CB and PMC.

1. PMC'S SERVICES:

1.1. PMC's services (the "Services") include the consulting services designated on Exhibit A to the Agreement and any additional services, if any, performed by PMC in connection with its engagement under the Agreement. PMC shall perform the Services in accordance with the Terms and Conditions in this Exhibit B.

1.2. If PMC determines that key assumptions of this engagement listed in the Agreement significantly change, or that additional services are necessary or advisable in the interest of CB, PMC may notify CB and clearly describe such services in writing, including a cost estimate for the performance of same. If accepted by CB, PMC and CB shall mutually agree in writing to an increase in PMC's compensation for such additional services before the work is performed.

1.3. PMC and CB acknowledge that PMC shall have no authority, express or implied, to enter into written or oral agreements on behalf of CB, to take any other actions with respect to CB's Project or the business affairs of CB, or to commit or otherwise obligate CB in any manner whatsoever, without the prior written approval of CB. The Services provided by PMC are inherently advisory in nature. PMC shall have no responsibility for management decisions or management functions.

1.4. PMC is not a certified public accountant and cannot conduct reviews or audit of information provided by the City or other third parties. Therefor PMC cannot provide an opinion on, or assurance of, the reliability of such information. Misstatements and / or material misstatements in such information may exist that impact the results of the analysis, advice, recommendations, or conclusions provided as part of PMC's services.

1.5. Any recommendations made by PMC regarding the hiring of any consultant, architect, construction manager, contractor, or any other third shall represent the collective opinion of the Project team based on the limited information available at the time. No such recommendation shall be construed in any way as a warranty or guarantee of satisfactory performance, adherence to any budget or cost, or any other measure of success as it pertains to the Project by any such consultant, architect, construction manager, contractor, or any other third party.

2. CB'S RESPONSIBILITIES:

2.1. CB shall designate a representative with authority to act on CB's behalf to be the contact person for purposes of the communications between CB and PMC regarding PMC's Services. Lauren Wood, Director of Public Services of CB and Paul Wills, Partner of PMC will be the Representatives unless notified otherwise.

2.2. CB shall provide full information to PMC regarding CB's requirements as necessary for the performance of PMC's Services.

2.3. CB shall provide information, review documents provided by PMC, and render decisions relating to PMC's Services on a timely basis so as not to delay the performance of PMC's Services.

2.4. CB shall engage third parties to provide services, including by way of example, surveyors, testing consultants, engineers, attorneys and risk management consultants, as reasonably required for the performance of PMC's Services.

2.5. CB shall obtain all governmental approvals required for CB's use and operation of the facilities and systems which are the subject of this engagement.

2.6. CB shall pay PMC for Services in accordance with payment terms in the Agreement and these Terms and Conditions.

2.7. CB agrees to report promptly in writing to PMC any default or defect in PMC's services or non-conformance with any provision of this agreement.

2.8. CB covenants and agrees during the term of this Agreement and for the period of one year after its completion or termination not to solicit for employment, on behalf of CB or any other entity, any PMC staff member or members working on the engagement under this Agreement, including former PMC staff members.

3. PMC'S RESPONSIBILITIES:

3.1. PMC shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.

3.2. PMC does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections developed by PMC or others for use in connection with its Services. Budgets, cost estimates, schedules, and financial projections prepared by PMC represent PMC's best professional judgment as a consultant. It is recognized, however, that neither PMC nor CB has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. PMC cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any Project budget proposed, established or approved by CB, or from any cost estimate, projection or evaluation prepared by PMC.

3.3. PMC shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other party to carry out their respective duties and obligations to CB. PMC is not responsible for the performance of any party not employed directly by PMC, and PMC is not responsible for the performance of consultants engaged by PMC in connection with PMC's Services under this Agreement.

3.4. PMC's Services do not include professional architectural or engineering services. PMC shall not be responsible for the design of any project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of CB

or CB's landlord or subtenants or with applicable codes or legal requirements. It shall be the responsibility of CB's architect, not PMC, to identify building code and other legal requirements pertaining to the design, including the conformance of construction to any design or code requirements, of a project for CB.

3.5. PMC shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts, and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or other contract requirements.

3.6. Any acts of PMC in providing consultation, advice and/or recommendations to CB regarding the performance or the default of CB's architect, contractor(s), vendors or other consultant(s), shall not be deemed to be the assumption by PMC of management, control, of the architect, contractor(s), vendors or consultants or of CB's Project. Any such advice or recommendation, or the absence thereof, shall no way operate as an assumption of, or guarantee of, the services of any third party by PMC.

3.7. PMC is not an attorney at law, and the Services provided by PMC exclude professional legal services. If the scope of PMC's Services includes assistance with the negotiations of agreements on behalf of CB, such agreements shall be subject to CB's approval. CB shall provide for the revlew of such agreements by CB's attorneys and insurance consultants as deemed to be appropriate by CB.

4. COMPENSATION:

4.1. For the performance of Services, CB shall compensate PMC as provided in the Agreement. Unless provided otherwise in the Agreement, PMC shall submit invoices for Services rendered by PMC to CB. All invoices shall be prepared in accordance with the compensation terms in the Agreement and CB agrees to pay invoice within thirty (30) days after receipt thereof; provided, however, that in the event CB disputes the accuracy for any invoice prepared and presented, payment for the portion which is disputed by CB may be withheld until such dispute is resolved.

4.2. PMC shall be entitled to additional compensation if any of the following occur: increase in the Scope of Services designated on Exhibit A or other changes in the scope of PMC's Services; change in any of the key assumptions of this engagement listed in the Agreement; change in the time period for performance of PMC's Services; change in the nature of the Services required to be performed, including changes that require more effort or resources of PMC; change in CB's budget, schedule, delivery method, or scope or nature of the transaction or Project; default of CB's architect, contractor(s), consultants or vendors; delay or interruption in the transaction or Project; failure of CB to follow the advice and recommendations of PMC; or failure of CB to provide adequate financing for the Project/transaction on a timely basis. It is the responsibility of PMC to notify CB in advance of any change in scope of work as well as any change in the amount of compensation as a result for the appropriate authorization. PMC shall not proceed without written approval from CB.

4.3. Should PMC be required to provide evidence, prepare for hearings, evaluate claims, assist in the review or preparation of claims or defenses, or otherwise participate or assist in the resolution of

legal disputes either: (i) on behalf of CB, or (ii) resulting from PMC's role as consultant or Project Management (unless caused by PMC's gross negligence or intentional misconduct), PMC will be reimbursed on a "Time and Materials" basis, which is defined to mean the numbers of hours of Services performed by PMC's personnel multiplied by PMC's then current standard hourly rates ("Standard Hourly Rates") plus the direct cost incurred by PMC in performance of such services.

4.4. In the event CB fails to pay PMC any amount due to PMC under this Agreement, and if such failure to pay continues for a period of fifteen (15) days following written notice of non-payment, PMC may, without prejudice to any other remedy PMC may have, suspend all or some of PMC's Services until all amounts due to PMC have been paid by CB.

4.5. Any taxes or fees, enacted by local, state or federal government subsequent to the date of this agreement, and based on gross receipts or revenues will be added to the amounts due under this agreement, in accordance with any such fees or taxes.

5. LIMITATION ON LIABILITY:

5.1 In no event shall CB or PMC be liable to the other for special, incidental or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise; provided, however, that the foregoing shall not limit or preclude a claim of PMC with respect to compensation due to PMC under this Agreement.

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

5.3 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the

parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

6. ENVIRONMENTAL CONDITION OF SITE:

6.1 CB has disclosed to PMC in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other similar conditions (Constituents of Concern) located at or adjacent to all property owned or controlled by CB which is the subject of this engagement (Sites), including type, quantity, and location.

6.2 CB represents to PMC that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to PMC, exist at any Site.

6.3 If PMC becomes aware of an undisclosed Constituent of Concern, then PMC shall notify (1) CB and (2) appropriate governmental officials if PMC reasonably concludes that doing so is required by applicable laws.

6.4 It is acknowledged and agreed by CB and PMC that PMC's scope of services do not include any services related to Constituents of Concern. If PMC or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then PMC may, at is option and without liability for consequential or any other damages, suspend performance of Services related to the Site(s) affected thereby until CB: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the specific site is in full compliance with applicable laws.

6.5 If the presence at any Site of undisclosed Constituents of Concern affects the performance of PMC's Services under this Agreement, then PMC shall have the option of (1) accepting an adjustment in its compensation and in the time for completion of its Services, or both; or (2) terminating this Agreement.

6.6 CB acknowledges that PMC is performing professional Services for CB and that PMC is not and shall not be required to be an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as emended, which are or may be encountered at or adjacent to any Site in connection with PMC's activities under this Agreement.

7. MISCELLANEOUS:

7.1. Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either CB or PMC. The Services performed by PMC under this Agreement are for the sole benefit of CB, and shall not be relied upon by other parties.

7.2. PMC and CB may not assign its rights under this Agreement without the prior written consent of the other.

7.3. PMC shall be entitled to use CB's name, photographs, renderings, narrative descriptions and similar materials relating to PMC's Services in connection with publications, awards, press releases, and marketing materials upon prior approval from CB.

7.4. Prior to the initiation of any legal proceedings, CB and PMC agree to submit all claims, disputes, or controversies to each other in writing. For a period of fourteen (14) days after the dispute is presented, discussions shall be held between the principal decision maker(s) of CB and PMC (as designated by the respective parties) in an effort to resolve the dispute. If the dispute is not resolved and reduced to a written settlement agreement within such fourteen (14) day period, then the parties shall submit the dispute to arbitration.

7.5. Any disputes between CB and PMC relating to PMC's Services or this Agreement shall be governed by the laws of the State of Michigan. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof shall be settled exclusively by final and binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. Arbitration shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, including, without limitation, contractors, contractors' employees, and contractors' sub-contractors, and any other person or entity sought to be joined.

7.6. PMC and CB shall each maintain insurance coverage as deemed by each to be necessary for its own protection; provided, however, that CB shall include PMC as an additional insured under CB's general liability insurance policy with respect to claims and losses related to this engagement only. In addition, if PMC provides Services under this Agreement in connection with the construction of a project for CB, the following shall apply: (i) CB's contractor's general liability insurance for such project shall include PMC as an additional insured; and (ii) PMC and CB shall each waive all rights against each other and the contractors, consultants, agents and employees of the other for any loss or damage, for which property insurance is maintained by the injured party, and PMC and CB each shall require appropriate similar waivers from their contractors, consultants and agents.

7.7. Provided that CB has paid all amounts due to PMC under this Agreement, the CB shall be entitled to use all studies, reports, summaries, cost estimates, budgets, and other documents prepared by PMC in the performance of its Services; provided, however that the CB shall not disclose or permit other parties to use such information and documents. PMC shall be entitled to retain copies of such documents for PMC's files. Notwithstanding the foregoing, PMC shall retain all ownership and intellectual property rights in, and the CB shall not use or permit the use by others of, all standard contract provisions and modifications, financial analysis programs and similar tools developed by PMC for PMC's use generally and not developed solely for purposes of this engagement.

7.8. No failure by CB or PMC to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy for a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

8. TERMINATION:

8.1 This Agreement may be terminated by CB upon thirty (30) days prior notice if PMC is in default under this Agreement and fails to cure such default within the thirty (30) day notice period. Provided that CB is acting in good faith, CB shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to PMC.

8.2 This Agreement may be terminated by PMC upon thirty (30) days prior written notice in the event of any of the following defaults by CB and failure of CB to cure such default within such thirty (30) day period: CB fails to make payment of amounts due to PMC under this Agreement; CB fails to acknowledge and reasonably follow the advice or recommendations of PMC; or CB otherwise is in default under this Agreement.

8.3 If PMC's Services are suspended for more than thirty (30) consecutive days, PMC may terminate this Agreement upon thirty (30) days prior written notice to CB.

8.4 In the event this Agreement is terminated for any reason, PMC shall be compensated on an equitable basis for services performed as of the effective date of termination in accordance with this Agreement. Upon any such termination and payment of amounts due to PMC, the parties hereto shall be released of any and all further liability hereunder.

9. THIS AGREEMENT:

9.1 CB and PMC accept the obligations of good faith and fair dealings towards each other with respect to this engagement.

9.2 This Agreement includes the proposal executed by PMC and CB, Exhibit A Scope of PMC's Services, Exhibit B Terms and Conditions, and other documents, if any, listed in the Agreement. This Agreement sets forth the entire, integrated agreement between PMC and CB, supersedes all prior proposals, negotiations, representations and agreements, whether written or oral, between PMC and CB, and shall govern the relationship between PMC and CB with respect to all Services provided by PMC to CB in connection with the engagement described in the Agreement. This Agreement may be amended only by written instrument signed by both PMC and CB.

9.3 Neither this Agreement nor PMC's performance of Services shall be deemed to create a partnership or joint venture between CB and PMC.

[END OF EXHIBIT B]