

BIRMINGHAM CITY COMMISSION AGENDA
JANUARY 24, 2022
MUNICIPAL BUILDING, 151 MARTIN
7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Therese Longe, Mayor

II. ROLL CALL

Alexandria Bingham, City Clerk

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

ANNOUNCEMENTS

- COVID-19 cases locally are the highest they have been since the beginning of the pandemic. Michigan and Oakland County continue to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public. KN-95 respirators will be provided to everyone attending public meetings.

APPOINTMENTS

A. Multi-Modal Transportation Board

1. Anthony Long
2. Joseph Zane
3. Victoria Policicchio
4. Michael St. Germain
5. Michael Kopmeyer
6. Mark Doolittle

To appoint _____ to the Multi-Modal Transportation Board as a regular member to serve the remainder of a three-year term to expire March 24, 2024.

To appoint _____ to the Multi-Modal Transportation Board as a regular member to serve the remainder of a three-year term to expire March 24, 2022.

To appoint _____ to the Multi-Modal Transportation Board as a regular member to serve the remainder of a three-year term to expire March 24, 2022.

B. Public Arts Board

1. Jane Schulak
2. Jason Eddleston
3. Anne Ritchie

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2025.

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2025.

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2025.

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2025.

C. Cablecasting Board
1. Whittington

To appoint _____ to the Cablecasting Board as a regular member to serve the remainder of a three-year term expiring March 30, 2023.

D. Triangle District Corridor Improvement Authority
1. John Fallucca
2. Sam Lanfear

To appoint _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2023.

To appoint _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2022.

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.
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- A. Resolution to approve the City Commission meeting minutes of January 10, 2022.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 12, 2022, in the amount of \$6,873,219.88.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 19, 2022, in the amount of \$1,475,373.95.
- D. Resolution to approve a special event permit as requested by Common Ground to hold the 48th Annual Birmingham Street Art Fair on Saturday and Sunday, September 17 and 18, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

- E. Resolution setting Monday, February 28, 2022 at 7:30 PM to consider the renewal of all existing liquor licenses in the city.
- F. Resolution to approve the two-year extension of the bid award for truck transport and tank wagon deliveries of gasoline and diesel fuel provided by RKA Petroleum Companies, Inc., 28340 Wick Rd., Romulus, MI 48174, only, at the existing unit prices through January 31, 2024. Funds for this purchase of gasoline and diesel fuels are budgeted in Auto Equipment Fund – Fuel Expense account #641-441.006-737.0000.
- G. Resolution to confirm the City Manager’s authorization for the emergency expenditure related to the repair of vehicle #91 by Ed Rinke Isuzu for \$8,652.60, the sole supplier of the parts, to be charged to the Auto Equipment account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.
- H. Resolution to approve the agreements for professional services for design, and construction engineering and inspection, of the water tank rehabilitation projects, to the sole-source provider, Dixon Engineering in an amount not to exceed \$88,200.00. In addition, to authorize the Mayor to sign the agreements on behalf of the City. Funding for these services are budgeted in Water Fund, Public Improvements account number 591-537.003-981.0100.
- I. Resolution to approve the purchase of root control services, as quoted by Duke’s Root Control, Inc. for the 2022 Sewer Root Control Program, in the amount not to exceed \$79,900.54. Funds for this purchase are available in the Sewer Fund, Other Contractual Services, account number 590-536-002-811.0000.
- J. Resolution to approve six temporary art installations of the DIA Inside-Out program at the following locations from May 2022 through November 2022:
 - 1. Birmingham Bloomfield Art Center
 - 2. Shain Park
 - 3. Baldwin Public Library
 - 4. Birmingham City Hall
 - 5. Booth Park
 - 6. Quarton Lake – east of bridge
- K. Resolution confirming City Manager’s authorization for the emergency expenditure related to the repair of the Chester Street Structure elevator pit by Pullman to be charged to the Automobile Parking System Fund, Park Parking Structure Elevator Maintenance account #585-538.008-930.0200

VI. UNFINISHED BUSINESS

- A. Resolution to direct the City Mayor to sign a written letter of intent to opt out of the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield which defines the sharing of expenses of maintaining, financing and operating the 48th District Court, and to define the

appropriation of fines and costs assessed at the 48th District Court. This letter of intent, if confirmed by December 31, 2022, will cause the Agreement to cease existence at the conclusion of December 31, 2022, and will cause the City of Birmingham to revert to the status of a non-funding unit of the 48th District Court.

VII. NEW BUSINESS

- A. Public Hearing - Corridor Improvement Authority Development & TIF Plan Update
 - 1. Resolution to reset the Public Hearing for Birmingham's Corridor Improvement Authority Development and TIF Plan to a date certain of February 28th, 2022.
- B. Public Hearing - Hearing Dates of Necessity Sidewalk Streetscape Assessment
 - 1. Resolution to create a Special Assessment District and that special assessments be levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district of 33 parcels, and that the Commission meet on Monday, February 14, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the sidewalk and streetscape improvements adjacent to all properties within project area on Maple Road, between Chester Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue as listed in the staff report.
- C. Resolution in Support of a Road Diet and Enhanced Pedestrian Safety Measures for Woodward from Quarton Road to 14 Mile Road as required by the Michigan Department of Transportation to support a road diet application for Woodward Avenue;

AND

Resolution to direct staff to send a formal request to MDOT requesting the study of pedestrian safety enhancements as follows:

- Perform an MDOT Road Safety Audit through the City of Birmingham, from Quarton (16 Mile Road) to 14 Mile Road.
- Perform a Road Diet Study to reduce Woodward Avenue to a six-lane divided boulevard through the City of Birmingham from Quarton Road (16 Mile Road) to 14 Mile Road.
- Evaluate the pedestrian crossings at both the signalized and unsignalized intersections. Calculate gaps available at unsignalized pedestrian crossings and identify additional potential pedestrian crossing locations to facilitate safe access for pedestrians across Woodward Ave.
- Review signal timing along Woodward and identify locations where pedestrian walk times and clearance intervals can be increased.
- Review the use of service drives/parking areas along Woodward Ave. and determine how they may be utilized to achieve the City's goals for pedestrian connectivity and reducing vehicle speeds.
- Review SMART bus stops and pedestrian connectivity and access across Woodward to them.

- Redesign the access at the S. Old Woodward & Woodward Ave. intersection to improve the safety, operations and pedestrian connectivity at this intersection.
- D. Resolution to approve the First Amendment to Obstruction Permit Agreement for Right-Of-Way Occupancy By Temporary H Piles, allowing the 277 Development L.L.C. to leave the H piles in place, provided they are cut off a minimum of three (3) feet below the ground surface, for the development at 277 Pierce St. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.
- E. Commission discussion on items from prior meeting
1. Leafblowers
 2. Food Trucks
- F. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

- A. Callaghan Letter
- B. Stern Letter

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 1. City Manager's Report
 2. Grant Opportunity

INFORMATION ONLY (3 items)

XI. ADJOURN

Should you wish to participate in this meeting, you are invited to attend the meeting in person or virtually through ZOOM: <https://zoom.us/j/655079760> Meeting ID: 655 079 760
 You may also present your written statement to the City Commission, City of Birmingham, 151 Martin Street, P.O. Box 3001, Birmingham, Michigan 48012-3001 prior to the hearing.

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-5115 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al (248) 530-1880 por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



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

At the regular meeting of Monday, Jan. 24, 2022, the Birmingham City Commission intends to appoint one regular member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2024, and two regular members to serve the remainder of three-year terms to expire March 24, 2022.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, Jan. 19, 2022. These documents will appear in the public agenda for the regular meeting at which time the City Commission will discuss recommendations, and may make nominations and vote on appointments.

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

Duties of the Multi-Modal Transportation Board

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

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Traffic-focused education/experience, or urban planning, architecture or design education/experience.
Anthony Long	Regular
Joseph Zane	Regular
Victoria Policicchio	Regular
Michael Kopmeyer	Regular
Mark Doolittle	Regular

SUGGESTED COMMISSION ACTION:

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2024.

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2022.

To appoint _____ as a regular member to the Multi-Modal Transportation Board to serve the remainder of a three-year term to expire March 24, 2022.



MULTI-MODAL TRANSPORTATION BOARD

Chapter 110, Sections 110-26 & 110-27

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

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

Term: Three years.

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Fishburn	Amanda	(248) 613-0501	8/9/2021	10/27/2022
245 Catalpa			Alternate	
Birmingham	48009	<i>mandyfishburn@outlook.com</i>		
Hocker	David	(313) 917-4718	11/23/2020	3/24/2022
898 Pilgrim			Regular Member	
Birmingham	48009	<i>dhocker@globalfacilitiesinc.com</i>		
Lurie	David	(248) 224-0752	11/23/2020	3/24/2023
755 Lakeview Ave			Member at large from different geographical areas of the city.	
Birmingham	48009	<i>dlurie2001@comcast.net</i>		

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		

Morris	Lauren		2/22/2021	12/31/2021
Groves High School			Student Representative	

Peard	Thomas	(248) 770-7761	1/13/2020	3/24/2022
645 Suffield			Urban Planning /Architecture /Design	
Birmingham	48009			
<i>thomaspeard@yahoo.com</i>				

Schoener	Justin		2/22/2021	12/31/2021
Seaholm High School			Student Representative	

VACANT		3/24/2022
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VACANT		3/24/2024
	pedestrian advocate	

VACANT		3/24/2022
	traffic focused	

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		
Walters	Alex		2/22/2021	12/31/2021
Seaholm High School			Student Representative	
White	Doug	(248) 825-2223	5/14/2018	3/24/2024
1342 Holland St.			Bicycle/Pedestrian Advocate	
Birmingham	48009	<i>dwhite10@peoplepc.com</i>		
Zane	Joseph	(248) 563-3381	12/10/2018	10/27/2022
1014 Chestnut St.			Alternate	
Birmingham	48009	<i>Joseph.Michael.Zane@gmail.com</i>		

* Attendance rosters are not included in this packet as all applicants would be considered new appointments



Fwd: Letter of Resignation from Multi-Modal Transportation Board

Alex Bingham <abingham@bhamgov.org>
To: Ann Tappan <atappan@bhamgov.org>

On Wed, Sep 1, 2021 at 4:07 PM Johanna Slanga wrote:

Dear City Clerk, Jana Ecker,

It's with a heavy heart that I express my resignation from the City of Birmingham Multi-Modal Transportation Board. I have held this position very fondly and enjoyed all the wonderful things it's accomplished over the years. My family and I moved to Grosse Pointe Park and it's time for me to step away from the Board.

Thank you for the understanding. I look forward to hearing of all the exciting changes that come to Birmingham in the future.

Warm Regards,
Johanna Slanga



Fwd: Resignation

----- Forwarded message -----

From: **Katie Schafer**

Date: Tue, Nov 30, 2021 at 9:05 AM

Subject: Resignation

To: Alex Bingham <abingham@bhamgov.org>, Jana Ecker <jecker@bhamgov.org>, Brooks Cowan <bcowan@bhamgov.org>

Alex,

Please let this email serve as my formal resignation from my appointment to the Multi-Modal Transportation Board due to my recent election to the City Commission.

If you need something further, please advise.

Thanks!

Katie

Katie Schafer, DO, FAAP

Managing Partner

Bloom Pediatrics

Birmingham, MI

www.bloompediatricsmi.com



Fwd: Resignation Letters from MMTB

Alex Bingham <abingham@bhamgov.org>
To: Ann Tappan <atappan@bhamgov.org>

Tue, Nov 30, 2021 at 5:12 PM

----- Forwarded message -----

From: **Andrew Haig** <ahaig@bhamgov.org>
Date: Tue, Nov 30, 2021 at 5:07 PM
Subject: Re: Resignation Letters from MMTB
To: Jana Ecker <Jecker@bhamgov.org>
Cc: Alex Bingham <abingham@bhamgov.org>, Tom Markus <tmarkus@bhamgov.org>

Dear Jana,
based upon the recount results from today, my attorney has advised that there are no reasonable challenges that can now be brought, I feel comfortable tendering my resignation from the Multi Modal Transportation Board per the requirements of being a City Commissioner.

Andrew



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 Multi-Modal Transportation Board

Specific Category/Vacancy on Board Regular MBR/At Large/Any (see back of this form for information)

Name Anthony J Long

Phone (586) 904-6895

Residential Address 1323 Bennaville Ave

Email * Ajlong1080@gmail.com

Residential City, Zip Birmingham, Michigan 48009

Length of Residence 26 years in Birmingham

Business Address 450 W. Fourth Street

Occupation Attorney/General Counsel

Business City, Zip Royal Oak, MI 48067

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

Lead a successful street improvement project for improvement and pavement of Cummings Street - 2015

Practicing attorney for 26 years with expertise working on boards and collaborating with others.

List your related employment experience Practicing attorney for 26 years; General Counsel for large national law firm for 4 years handling all legal affairs for 165+ attorney law firm. Background includes legal experience in municipal laws, statutes and ordinances.

List your related community activities Candidate - Birmingham City Commission 2021; Birmingham Little League, Birmingham YMCA; Play 4 Fun; Michigan Red Sox - Coach/Manager Youth Sports; Organized successful Cummings Street repaving petition - 2015.

List your related educational experience Bachelor of Arts - Economics & Management - Albion College - 1989
Juris Doctorate - Michigan State University College of Law - 1994

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

December 3, 2021

Signature of Applicant

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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



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

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(Please print clearly)

Board/Committee of Interest Multi-Modal Transportation Board

Specific Category/Vacancy on Board Regular Member (to 3/24/2024)

Name Joseph Zane

Phone 248-563-3381

Residential Address 1014 Chestnut St

Email Joseph.Michael.Zane@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 1.5 Years

Business Address P.O. Box 710

Occupation IT Consultant

Business City, Zip Birmingham, MI 48012

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied As someone who is passionate about the future of cities and the impact of new technology on how we move, I would love to contribute a new perspective on the city's transportation infrastructure. 3 years as an alternate MMTB member.

List your related employment experience 2 years with FCA working in automotive IT. A consulting engagement with P3, a startup that aims to build effective public/private partnerships in the space of intelligent traffic systems.

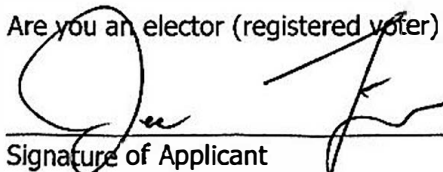
List your related community activities Member of Birmingham Rotary, Birmingham Optimists, Birmingham/Bloomfield Kiwanis and the local chapter of the Marine Corps League. Ran for State Representative (2018) on a platform of innovative transportation solutions for the autonomous vehicle future.

List your related educational experience US Naval Academy, BS, 2007. University of Oklahoma, MA, 2009. Communications Officers Course, 2010 (US Marine Corps training in IT and infrastructure). Certifications in Project Management (PMP) and Cybersecurity, (CASP)

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 (currently an alternate)

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


Signature of Applicant

6 December 2022
Date

APPLICATION FOR CITY BOARD OR COMMITTEE

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(Please print clearly)

Board/Committee of Interest Multi-Modal Transportation

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

Name Victoria Poliacchio

Phone 248-376-6266

Residential Address 236 Pleasant St.

Email * vickipolacchio@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence 230 years

Business Address 1 S. Main

Occupation Attorney

Business City, Zip MT. CLEMENS, MI 48043

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

have experience on Birmingham committees, coupled with my legal background and municipal law.

List your related employment experience Real Estate law, zoning, municipal law, and litigation

List your related community activities Member of Birmingham Principal Shopping District - Maintenance Committee for 4 years

List your related educational experience Turis Doctor

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



Date 12/9/2021

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



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

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(Please print clearly)

Board/Committee of Interest Multi-Modal Transportation Board

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

Name Michael Kopmeyer

Phone 248.723.5833

Residential Address 1351 Bennaville Avenue

Email * mkopmeyer@gmail.com

Residential City, Zip Birmingham, MI 48009

Length of Residence 11 years

Business Address _____

Occupation Video Production Specialist

Business City, Zip _____

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

I chose Birmingham because of its central location, walkability, and transit connections. There is much to be done to improve the manner by which people can visit various locations in and around Birmingham.

List your related employment experience _____

List your related community activities I have attended many meetings and presentations, locally and regionally (RTA) seeking answers to our transit needs.

List your related educational experience BA in History from Oakland University (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

Michael Kopmeyer 

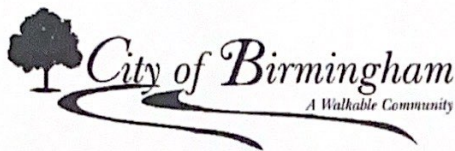
15 December 2021

Date

Signature of Applicant

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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Meets Requirements? ☒ Yes ☐ No
☒ Will Attend ☐ Unable to Attend

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(Please print clearly)

Board/Committee of Interest Multi-modal Transportation Board

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

Name Mark Doolittle

Phone (248) 535-0632

Residential Address 1305 S Bates St.

Email * mark.j.doolittle@gmail.com

Residential City, Zip Birmingham 48009

Length of Residence Birmingham ~ 10 years

Business Address _____

Occupation accountant (CPA)

Business City, Zip _____

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

Former consultant and automotive thought leader in the transportation and mobility space
Organized and detail orientated professional with a strong sense of civic duty and interest
in advancing the goals of Birmingham as the premiere walkable community and suburban destination

List your related employment experience _____

Former mentor to Techstars mobility class of 2015; consultant to urban developers
involved in thoughtful design and placemaking

List your related community activities church volunteer

List your related educational experience Michigan Ross MBA; focused on real-estate development

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

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

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

Signature of Applicant

Date

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

Updated 11/18/2020

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ARTICLE I. IN GENERAL

Secs. 110-1—110-25. Reserved.

Sec. 110-26. Composition.

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

- (1) One pedestrian advocate member;
- (2) One member with a mobility or vision impairment;
- (3) One member with traffic-focused education and/or experience;
- (4) One bicycle advocate member;
- (5) One member with urban planning, architecture or design education and/or experience; and
- (6) Two members at large living in different geographical areas of the city.

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

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

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

Sec. 110-27. Terms of members.

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

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



NOTICE OF INTENTION TO APPOINT TO PUBLIC ARTS BOARD

At the regular meeting of Monday, January 24, 2022, the Birmingham City Commission intends to appoint three regular members to the Public Arts Board to serve three-year terms to expire January 28, 2025, and one alternate member to serve a three-year term to expire January 28, 2025.

In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board. At least four members of the Board shall be residents of the City of Birmingham.

The objectives of the Public Arts Board are to enrich the City's civic and cultural heritage; to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors; and to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Interested citizens may apply for this position by submitting an application available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, January 19, 2022. These applications will appear in the public agenda for the regular meeting at which time the commission will discuss recommendations, and may make nominations and vote on the appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Members shall, <u>in so far as possible</u> , represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the Historic District Commission, Design Review Board, the Parks and Recreation Board, or the Planning Board.
	Residents of the City of Birmingham
Jane Schulak	Resident
Jason Eddleston	Non-Resident, Seeking Reappointment
Anne Ritchie	Resident, Seeking Reappointment

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

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2025.

To appoint _____ to the Public Arts Board as a regular member to serve a three-

year term to expire January 28, 2025.

To appoint _____ to the Public Arts Board as a regular member to serve a three-year term to expire January 28, 2025.

To appoint _____ to the Public Arts Board as an alternate member to serve the remainder of a three-year term to expire January 28, 2025.



PUBLIC ARTS BOARD

City Code - Chapter 78, Article V

Terms - 3 years

7 regular members - At least 4 members shall be residents of the City of Birmingham. The remaining members may or may not be residents of Birmingham. In so far as possible, the members shall represent a major cultural institution, a registered architect of the State of Michigan, an artist, an art historian, and an art consultant. Members may also be members of the HDDRC, the Parks and Recreation Board, or the Planning Board.

2 alternate members - must meet one of the already established criteria for regular members

Objectives -

- to enrich the City's civic and cultural heritage;
- to promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the City's residents, business owners, employees, and all visitors;
- to establish an environment where differing points of view are fostered, expected, and celebrated by providing the opportunity for such expression through the display of public art.

Last Name	First Name	Home Address	Home Business E-Mail	Appointed	Term Expires
Bishai	Natalie	(248) 640-0088 1173 Latham St. Birmingham 48009	<i>nlbishai@yahoo.com</i>	2/12/2018 Resident Member	1/28/2023
Daitch	Peggy	(248) 765-6377 777 Purdy St Birmingham 48809	<i>peggydaitch@gmail.com</i>	11/23/2020 Alternate Member	1/28/2023
Eddleston	Jason	(248) 703-3808 892 Purdy Birmingham 48009	<i>jason28e@yahoo.com</i>	12/5/2016 Resident Member	1/28/2022
Heller	Barbara	(248) 540-1310 (313) 833-7834 176 Linden Birmingham 48009	<i>bheller@dia.org</i>	1/28/2002 Resident Member	1/28/2024

Last Name	First Name	Home Business	Appointed	Term Expires
Home Address		E-Mail		

Kaftan	Marla	(248) 882-3147	2/22/2021	1/28/2022
850 Purdy St			Alternate Member	
Birmingham	48009	<i>marla@kaftandesigns.com</i>		

Lovell	Hadley		2/22/2021	12/31/2021
Seaholm High School			Student Representative	

Neville	Monica	(248) 321-1776	2/27/2017	1/28/2024
1516 E. Melton			Resident Member	
Birmingham	48009	<i>monica.neville1@gmail.com</i>		

Ritchie	Anne	(248) 635-1765	9/12/2016	1/28/2022
1455 South Eton			Resident Member	
Birmingham	48009	<i>anneritchie7@yahoo.com</i>		

Sherifaj	Nora		2/22/2021	12/31/2021
Seaholm High School			Student Representative	

VACANT				1/28/2022
---------------	--	--	--	-----------

VanGelderren	Annie	(248) 408-6132	1/13/2020	1/28/2023
3795 Loch Bend			Artist/Major Cultural Institution	
Commerce Twp.	48382	<i>annievangelderren@bbartcenter.org</i>		

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **PUBLIC ARTS BOARD**

Year: **2021**

Members Required for Quorum: **4**

MEMBER NAME	1/20	2/10	3/17	4/21	5/19	6/16	7/21	10/20	11/17	12/15	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS															
Natalie Bishai	P	P	P	P	A	A	P	P	A	P			7	3	70%
Peggy Daitch	P	P	P	P	A	P	P	NA	NA	NA			6	1	86%
Jason Eddleston	P	P	A	P	A	P	P	A	P	P			7	3	70%
Barbara Heller	P	P	P	P	P	P	P	P	P	P			10	0	100%
Hadley Lovell (student)	NA	NA	A	A	P	A	A	A	A	A			1	7	13%
Monica Neville	P	P	P	P	P	P	P	P	P	P			10	0	100%
Anne Ritchie	P	P	P	P	P	P	A	P	A	P			8	2	80%
Nora Sherifaj (student)	NA	NA	P	P	A	P	A	A	A	A			3	5	37%
Linda Wells	P	P	A	A	NA	NA	NA	NA	NA	NA			2	2	50%
Annie VanGelderen	P	P	P	P	P	P	P	P	P	P			10	0	100%
ALTERNATES															
Marla Kaftan	NA	NA	P	P	P	P	A	P	P	A			6	2	75%
													0	0	
TOTAL	8	8	8	9	6	8	6	6	5	6	0	0			

KEY:

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

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Public Arts Board**

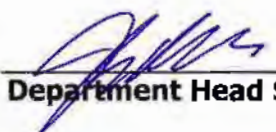
Year: **2020**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtg. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Barbara Heller	P	P	NM	P	P	P	P	P	P	P	P	P			11	0	100%
Monica Neville	P	P	NM	P	P	P	P	P	P	P	P	P			9	0	100%
Annie Van Gelderen	NA	P	NM	P	P	P	P	P	P	P	P	P			9	0	100%
Anne Ritchie	P	P	NM	P	P	P	P	P	P	A	P	P			8	1	89%
Linda Wells	P	P	NM	P	A	A	P	P	P	P	P	P			7	2	78%
Jason Eddleston	P	P	NM	P	P	P	P	P	P	P	P	P			9	0	100%
Natalie Bishai	P	A	NM	P	P	P	A	P	A	A	A	P			6	5	55%
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Present or Available	6	6	0	7	6	6	6	7	6	5	6	7	0	0			

KEY:

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


 Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Public Arts Board**

Year: **2019**

Members Required for Quorum: **4**

MEMBER NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	SPEC MTG	SPEC MTG	Total Mtgs. Att.	Total Absent	Percent Attended Available
REGULAR MEMBERS																	
Barbara Heller	NM	P	P	CP	P	CP	P	P	A	P	P	CP			7	1	88%
Monica Neville	NM	P	P	CA	P	CA	P	P	P	P	P	CP			7	2	78%
Rabbi Boruch Cohen	NM	A	A	CP	P	CA	A	A	A	A	A	CA			1	8	11%
Anne Ritchie	NM	P	P	CA	P	CP	A	P	P	A	P	CA			5	4	56%
Linda Wells	NM	P	P	CP	P	CP	P	P	A	P	P	CA			6	2	75%
Jason Eddleston	NM	P	P	CA	A	CA	P	P	P	P	P	CA			6	4	60%
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
ALTERNATES																	
Natalie Bishai	NM	P	A	CA	A	CA	P	A	P	A	A	CP			3	7	30%
Cole Wollfiel (Student)	NM	P	P	A	A	A	A	A	A	A					2	7	22%
Amelia Berry (Student)	NM	A	A	A	A	A	A	A	A	A					0	9	0%
															0	0	#DIV/0!
Present or Available	0	7	6	3	5	3	5	5	4	4	5	3	0	0			

KEY:

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


 Department Head Signature



Fwd: PAB departure

Brooks Cowan <bcowan@bhamgov.org>

Wed, Dec 1, 2021 at 3:32 PM

To: Alex Bingham <abingham@bhamgov.org>, Ann Tappan <atappan@bhamgov.org>

----- Forwarded message -----

From: **Linda Wells**

Date: Fri, Apr 16, 2021 at 7:40 PM

Subject: PAB departure

To: Barbara Heller, Brooks Cowan

As I will be moving to the east side this spring, I feel I can no longer participate as a member of the Public Arts Board in Birmingham. Resigning is not a decision that has been an easy one in any sense of the word, but I think it's the right thing for me to do.

We are so fortunate to have talented and productive people on the PAB who are far more skilled than me and have so much to offer. I've no doubt there are people in the community who would enjoy the opportunity to serve, & my resignation will give them the opportunity.

It has been an honor and a privilege to work with the PAB & it has enriched my life as well as giving me an opportunity to demonstrate what I strongly feel is a civic duty.

Thank you for giving me the opportunity to serve a community where I've lived for almost 60 yrs.

Linda



Fwd: Arts Board Wed Jan 19th, 2022

1 message

Alex Bingham <abingham@bhamgov.org>
To: Christina Woods <cwoods@bhamgov.org>

Wed, Jan 19, 2022 at 9:05 AM

----- Forwarded message -----

From: **marla kaftandesigns**

Date: Tue, Jan 18, 2022 at 3:28 PM

Subject: Re: Arts Board Wed Jan 19th, 2022

To: Brooks Cowan <bcowan@bhamgov.org>

Hi Brooks:

After speaking with you, I decided it makes most sense to put something in writing too.

I thank you for the opportunity to serve on the public arts board of Birmingham. However, I will not be applying for a new term.

Best,
Marla Kaftan

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 PUBLIC ARTS BOARD

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

Name JANE SCHULAK

Phone 248 219 0847

Residential Address 567 ASPEN ROAD

Email * jane@schulak.com

Residential City, Zip BIRMINGHAM, MI 48009

Length of Residence 37 years

Business Address _____

Occupation PRESIDENT & CREATIVE DIRECTOR, CULTURE LAB DETROIT, AUTHOR "AT THE ARTISAN'S TABLE"

Business City, Zip _____

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

I WAS BORN AND RAISED IN BIRMINGHAM AND HAVE SPENT MY ENTIRE CAREER IN THE ARTS AND CULTURE SECTOR. ART HISTORIAN AND AUTHOR OF AN INTERNATIONAL BOOK ON THE HISTORY OF THE TABLE DESIGN AND DECORATIVE ARTS (VENDOME PRESS)

List your related employment experience I AM THE FOUNDER, PRESIDENT AND CREATIVE DIRECTOR OF CULTURE LAB DETROIT, A TEN YEAR OLD

PLATFORM THAT EXPLORES THE ISSUES FOCED BY DETROITERS THROUGH THE LENS OF ARTS & CULTURE.

List your related community activities I AM A BOARD MEMBER OF THE MUSEUM OF DECORATIVE ARTS IN PARIS, FRANCE, AND HAVE DESIGNED MULTIPLE INSTALLATIONS FOR THE MUSEUM, A PART OF THE LOUVRE.

List your related educational experience A GRADUATE OF THE UNIVERSITY OF MICHIGAN SCHOOL OF ART AND A BOARD MEMBER OF THE UNIVERSITY OF MICHIGAN SCHOOL OF ARCHITECTURE

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



JANUARY 13, 2022

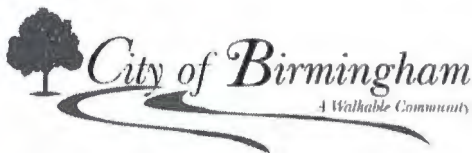
Signature of Applicant

Date

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

Updated 11/18/2020

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



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).

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(Please print clearly)

Board/Committee of Interest Public Arts Board

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

Name Jason Eddleston Phone 248-703-3808

Residential Address 125 Hilltop Lane Email *jason28e@yahoo.com

Residential City, Zip Bloomfield Hills MI 48304 Length of Residence 1 year

Business Address 702 E 11 Mile Road Occupation Small Business Owner

Business City, Zip Royal Oak MI 48067

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

I grew up in a house of art collectors and recently spent 6 years serving on the DIA FJC board. I have many years of board experience and owning and operating different companies in the petroleum, real estate, and chemical industries.

List your related employment experience None (I also was the principal individual responsible for Piano in the Park in 2019 and am looking to bring that back for 2022)

List your related community activities I have served on the Royal Oak Chamber of Commerce Board for last 5 years, I also served on Hamtramck Recycling Board for 6 years now serve on Hamtramck Park Conservancy for last 18 months.

List your related educational experience Lifer at Cranbrook Schools. Went to college at University of Pennsylvania -Wharton School of Business. Completed Goldman Sachs 10K Small Business Class at Wayne State.

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: _____

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 [Signature] Date 1-14-2022

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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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 Public Arts Board

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

Name Anne Ritchie

Phone 248.635.1765

Residential Address 1455 S. Eton St

Email * anneritchie7@yahoo

Residential City, Zip _____

Length of Residence 18 yrs

Business Address _____

Occupation Artist / Art Teacher

Business City, Zip _____

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

Having been a PAB member for several years, I understand the process and nuances to this board.

List your related employment experience Lifetime artist / BBAC 5 yrs

List your related community activities Leader Dogs for the Blind Host Home
Painted public art for Birmingham

List your related educational experience CCS grad

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

Anne Ritchie
Signature of Applicant

1/18/22
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.

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ARTICLE V. PUBLIC ARTS BOARD¹

Sec. 78-101. Definitions.

Art, civic means visual art pertaining to a person, place or event relating to or belonging to a city or municipality.

Art, public means one or more pieces of civic, visual or performance art designed specifically for ownership by the public or display on property owned by the public.

Art, visual means the conscious production or arrangement of colors, forms or other elements in a manner that affects the human senses in a graphic or plastic medium.

Competition means a process established by the public arts board to review specific art work(s) for a specific site, for the purposes of making a recommendation to the public arts board.

Jury means an ad hoc committee or individual appointed by the public arts board to review specific art work(s) for the purposes of making a recommendation to the public arts board.

Performance art means works of art that create a situation and are conducted for a duration determined by the artist and/or spectator.

Rules of procedure means a written description of the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work.

(Ord. No. 1773, 12-17-01)

Sec. 78-102. Created.

There is hereby created a public arts board for the city. The public arts board is a locally organized board and is not established by any enabling legislation of the state.

(Ord. No. 1773, 12-17-01)

Sec. 78-103. Composition and terms of members.

The public arts board shall be appointed by the city commission and consists of the city manager and his/her designated representative(s) as nonvoting ex-officio members and seven voting members.

At least four members of the public arts board shall be residents of the city. The remaining members and ex-officio members may or may not be residents of the city.

In so far as possible, the members shall represent a major cultural institution such as Cranbrook Academy and/or the Detroit Institute of Arts, the Birmingham/Bloomfield Arts Council (BBAC), a registered architect of the

¹Editor's note(s)—Ord. No. 1773, adopted December 17, 2001, enacted provisions intended for use as §§ 78-100—78-112. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as §§ 78-101—78-113.

state, an artist, an art historian and an art consultant. Members of the public arts board may also be members of the design review board, the historic district commission, the parks and recreation board, or the planning board.

The initial members of the public arts board shall be appointed for the following terms: Two for one year, two for two years and three for three years. Thereafter, all such appointments, except to fill vacancies, shall be for a term of three years.

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

(Ord. No. 1773, 12-17-01; Ord. No. 1884, 7-24-06; Ord. No. 2234, 5-22-17)

Sec. 78-104. Vacancies.

All appointments for the purpose of filling vacancies occurring otherwise than by expiration of term of office, shall be for the remainder of the term of office.

(Ord. No. 1773, 12-17-01)

Sec. 78-105. Compensation.

The members of the public arts board shall serve as such without compensation.

(Ord. No. 1773, 12-17-01)

Sec. 78-106. Removal.

Members of the public arts board may, after a public hearing, may be removed without cause by a majority vote of the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-107. Organization and election of officers.

The public arts board shall, from its appointed members, annually elect a chairperson and vice-chairperson whose terms of office shall be fixed by the rules of procedure of the public arts board. The chairperson shall preside over the public arts board and shall have the right to vote. The vice-chairperson shall, in absence, or disability of the chairperson perform the duties of the chairperson and shall have the right to vote. The city manager or his or her authorized representative shall act as secretary of the public arts board, and maintain a record of all of its proceedings.

The public arts board shall, at its first meeting establish the rules of procedure for conducting its business.

(Ord. No. 1773, 12-17-01)

Sec. 78-108. Meetings and quorum.

The public arts board shall set a time and place for a regular meeting which will be held at least four times annually and shall determine the manner in which special meetings may noticed and held.

All meetings of the public arts board shall be open to the public. Any person or his duly constituted representative shall be entitled to appear and be heard on any matter applicable to the business at hand before the public arts board makes its recommendation to the city commission.

At least four members of the public arts board shall constitute a quorum for the transaction of its business.

The proceedings of each meeting of the public arts board, shall be recorded by the city manager or his or her authorized representative, acting as secretary.

(Ord. No. 1773, 12-17-01)

Sec. 78-109. Assistance.

The public arts board may call upon the city manager for information and services from the various city departments as it may require. The public arts board may recommend to the city commission the securing of professional and consulting services as it may require, however, no expenditures of funds shall be made or contracts entered into for providing such services unless the same shall first be approved and authorized by the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-110. Objectives.

To enrich the city's civic and cultural heritage, the public arts board is established to provide a level of expertise and objectivity to recommend to the city commission works of art to become the property of or for display upon property owned by the city.

To promote a rich, diverse, and stimulating cultural environment in order to enrich the lives of the city's residents, business owners, employees and visitors and to enhance the city's image both nationally and internationally.

To establish an environment where differing points of view are fostered, expected and celebrated by providing the opportunity for such expression through the display of public art.

(Ord. No. 1773, 12-17-01)

Sec. 78-111. Duties.

The public arts board shall establish rules of procedure to describe the board's mission statement, objectives, organization of meetings, membership, terms of service, procedure for the election of officers, and procedures for the review of public art work. See section 78-106.

With the exception of art works to be placed in museums or art galleries, the public arts board shall have the responsibility to review all works of art to become the property of or placed upon property owned by the city. See section 78-109.

The public arts board shall have the responsibility to review publicly owned property for the purposes of consideration for the display of public art. The public arts board shall recommend to the city commission the

establishment of general guidelines for site selection, maintenance program(s) for ensuring the structural integrity and aesthetic quality of the site and any work of art, including the removal of any work of art.

The public arts board shall have the responsibility to pursue sources of public funding for arts and cultural education, design competitions, special events etc., that may be necessary to advance the objectives of the public arts board. See section 78-109. In fulfilling such duties, the public arts board may seek assistance from city staff, and others for the completion of applications for grants, scholarships and other sources of public funding, including the administration of such funds. See section 78-108. The city may also accept private donations and gifts to advance the goals, objectives and duties of the public arts board. The city manager shall be responsible for the administration of any funds, account or endowments created to accept such gifts or donations and to administer any honorariums or other expenses incurred for the activities of the public arts board including but not limited to juries and design competitions.

It shall also be the responsibility of the public arts board to increase public awareness and promote education of the importance of public art as an enrichment of the quality of life for the residents, business owners, employees and visitors to the city.

The public arts board shall prepare an annual report of its activities, accomplishments and a description of how the public arts board has attempted to achieve its objectives. See section 78-109. This report shall be presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-112. Review of public art.

The public arts board, within its rules of procedure, as set forth in section 78-106, shall establish its vision statement and processes for the review of public art works. The public arts board may also appoint a jury or hold design competitions for the selection and review of public art works. See section 78-108.

The public arts board shall make a recommendation regarding the proposed public art work to the city commission. However, a positive recommendation shall not be required to advance the proposed artwork for review by the city commission.

In the event that a display and/or installation of civic, public or visual art is proposed on a site that is within the jurisdiction of another board of this city, it shall be reviewed by and reported on by such board before it is presented to the city commission.

(Ord. No. 1773, 12-17-01)

Sec. 78-113. Scope of authority.

The public arts board may select and appoint a jury or hold a competition for the review of any public art project as provided for in sections 78-106 and 78-111. The jury or competition held for any public art project shall serve the public arts board as an ad hoc committee for the duration of the project only.

The public arts board is a non-administrative board serving to make recommendations to the city commission but may not assume any legislative or administrative authority in the operation of any city department or publicly owned property, except as specifically provided in this article.

(Ord. No. 1773, 12-17-01)



NOTICE OF INTENTION TO APPOINT TO THE CABLECASTING BOARD

At the regular meeting of Monday, Jan. 24, 2022, the Birmingham City Commission intends to appoint one regular member to the Cablecasting Board to serve the remainder of a three-year term expiring March 30, 2023. Applicants must be residents of the City of Birmingham.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, Jan. 19, 2022. These applications 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 the appointments.

Duties of the Cablecasting Board

- 1) Advise the municipalities on matters relating to cable communications;
- 2) Monitor the franchisee's compliance with the franchise agreement and the cable communications ordinance;
- 3) Conduct performance reviews as outlined in Chapter 30, Article VII of the city code;
- 4) Act as liaison between the franchisee and the public; hear complaints from the public and seek their resolution from the franchisee;
- 5) Advise the various municipalities on rate adjustments and services according to the procedure outlined in Chapter 30; Article VI
- 6) Advise the municipalities on renewal, extension or termination of a franchise;
- 7) Appropriate those moneys deposited in an account in the name of the cablecasting board by the member communities;
- 8) Oversee the operation of the education, governmental and public access channels;
- 9) Apprise the municipalities of new developments in cable communications technology;
- 10) Hear and decide all matters or requests by the operator (Comcast Cablevision);
- 11) Hear and make recommendations to the municipalities of any request of the operator for modification of the franchise requirement as to channel capacity and addressable converters or maintenance of the security fund;
- 12) Hear and decide all matters in the franchise agreement which would require the operator to expend moneys up to fifty thousand dollars;
- 13) Enter into contracts as authorized by resolutions of the member municipalities;
- 14) Administer contracts entered into by the board and terminate such contracts.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications Must be a resident of Birmingham
Robert Whittington	Resident

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

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Cablecasting Board as a regular member to serve the remainder of a three-year term expiring March 30, 2023.



CABLECASTING BOARD

Chapter 30 - Section 30-226 - Birmingham City Code
Meeting Schedule: 3rd Wednesday of the month - 7:45 A. M

The Board shall consist of 12 members, which includes 7 members who are residents of the City of Birmingham. Each member community shall also appoint one alternative representative. (30-226)

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Abraham 898 Arlington	George	(248) 642-1257 <i>georgeabrahamjr@outlook.com</i>	5/14/2018 Birmingham resident	3/30/2024
Alam 1528 Bowers St	Rabbi	(816) 372-1873 <i>info@mdalam.us</i>	11/23/2020 ALTERNATE	3/30/2022
Cleary 2001 Fairway	Jim	(248) 840- 8416 <i>clearyjp@gmail.com</i>	12/21/2020 Birmingham resident	3/30/2022
Eick 559 Greenwood	R. David	(248) 231-8067 <i>eickhouse@comcast.net</i>	12/14/2015 Birmingham resident	3/30/2024
Fenberg 908 Chesterfield	Michael	(248) 310-7373 <i>michael.fenberg@bakertilly.com</i>	3/13/2017 Birmingham resident	3/30/2023

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012

Last Name	First Name	Home Business E-Mail	Appointed	Term Expires
Shand	Donovan	(248) 330-0747	12/4/2017	3/30/2023
1645 Buckingham Ave.		<i>dgshand@gmail.com</i>	Birmingham resident	
VACANT				3/30/2023
				Birmingham resident

*Attendance Roster not included in this packet as applicant would be considered a new appointment

For Cable Inquires:

Cathy White 248-336-9445
P.O. Box 165, Birmingham, MI 48012



Fwd: Resignation: BACB

2 messages

Alex Bingham <abingham@bhamgov.org>

Wed, Jan 19, 2022 at 9:53 AM

To: Christina Woods <cwoods@bhamgov.org>, Ann Tappan <atappan@bhamgov.org>

----- Forwarded message -----

From: **Elaine McLain** <emclain@bhamgov.org>

Date: Fri, Nov 19, 2021 at 11:25 AM

Subject: Resignation: BACB

To: Alex Bingham <abingham@bhamgov.org>

Cc: Cathy White <execdir@birminghamareacableboard.org>, Gil Gugni

Alex: This will confirm my election 11/2/21 and swearing in as a Commissioner for the City of Birmingham on 11/8/21.

I attended my last Birmingham Area Cable Board meeting 11/17/21 per ILA. Gil Gugni (Village of Beverly Hills) was elected Chairman and David Eick (Birmingham) as Vice Chair. Michael Fenberg remains Treasurer through this fiscal year.

Please accept my resignation from the BACB consistent with city guidelines.

It has been the honor of my lifetime to passionately lead a team of volunteers keeping our most vulnerable citizens in four communities, connected and engaged.

I look forward to sharing our municipal message of digital inclusion and consumer advocacy with elected officials in my new role,

Elaine McLain
Commissioner
City of Birmingham
248-225-9903

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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 CABLE BOARD

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

Name ROBERT WHITTINGTON

Phone 248 593 8641

Residential Address 512 E. SOUTHLAND

Email *rwhittington@directglobal.com

Residential City, Zip BIRMINGHAM MI 48009

Length of Residence 25 YEARS

Business Address AS ABOVE

Occupation GOV PROFESSIONAL

Business City, Zip _____

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

COMMUNITARIAN. LONG TIME RESIDENT, SOCIAL ACTIVIST.

List your related employment experience N/A.

List your related community activities VOLUNTEER @ LOCAL ELEMENTARY SCHOOLS & COORDINATE TRN OF USED BOOKS FROM LIBRARIES TO NEARBY SCHOOLS

List your related educational experience AS ABOVE.

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

NO

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

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

Signature of Applicant [Signature]

Date 12/16/21

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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

Sec. 30-226. Creation and membership of board.

- (a) The Birmingham City Commission and the Village Councils of Beverly Hills, Bingham Farms, and Franklin have established a cablecasting board. The board shall continue to consist of 12 members, seven who are residents of the City of Birmingham who shall be appointed by the City of Birmingham, four who shall be residents of Beverly Hills who shall be appointed by that Village, one who shall be a resident of Bingham Farms who shall be appointed by that Village, and one who shall be a resident or appointed official of the Village of Franklin who shall be appointed by the Village. Each member shall also appoint one alternate representative. Members of the board shall serve without compensation and for such terms as their respective authorities shall determine. The City of Birmingham and the villages shall also have sole power to remove and/or replace their respective appointees.
- (b) Each of the board's member communities is encouraged to appoint an elected or appointed official of that community to act as a liaison to the board, to attend board meetings, and to participate in board discussions.
- (c) The Birmingham School District and the Baldwin Library are each also encouraged to appoint a representative to act as a liaison to the board and to participate in board discussions regarding matters relevant to their respective interests and constituencies.
- (d) Seven members of the board shall constitute a quorum and the affirmative vote of a majority of the full board shall be required for board action.

(Ord. No. 1540, § 2.2909, 11-9-92; Ord. No. 1724, 3-20-00; Ord. No. 1757, 6-11-01)



**NOTICE OF INTENTION TO APPOINT TO
BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**

At the regular meeting of Monday, January 24, 2022, the Birmingham City Commission intends to appoint to the Birmingham Triangle District Corridor Improvement Authority two members who are District residents or have an ownership or business interest in property located in the Development Area District to serve: one remainder of a four-year term to expire December 15, 2023, and one remainder of a four-year term to expire December 15, 2022.

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

Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

Interested parties may recommend others or themselves for these positions by submitting a form available from the city clerk's office. Applications must be submitted to the city clerk's office on or before noon on Wednesday, Jan. 19, 2022. Applications will appear in the public agenda at which time the commission will discuss recommendations, and may make nominations and vote on appointments.

Applicant(s) Presented For City Commission Consideration:

Applicant Name	Criteria/Qualifications
	Must have an ownership or business interest in property located in the Development Area
John Fallucca 1053 Hazel Street	Resident of District or an area within 1/2 mile of any part of the development area
Sam Lanfear 833 Hazel Street	Resident of District or an area within 1/2 mile of any part of the development area

SUGGESTED COMMISSION ACTION:

To appoint _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2023.

To appoint _____ to the Corridor Improvement Authority as a resident member to serve the remainder of a four-year term to expire December 15, 2022.

BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY

Resolution # 11-363-08

The authority shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

The Authority shall be under the supervision and control of the Board. The Board shall consist of the Mayor, or his or her assignee, and six additional members. Members shall be appointed by the Mayor, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area.

Members shall be appointed to serve for a term of four years.

Upon completion of its purposes, the Authority may be dissolved by the City Commission. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

Last Name	First Name	Home Business Fax	E-Mail	Appointed	Term Expires
Baldwin	Timothy	(248) 837-9293			12/15/2025
1043 Chestnut				Resident	
Birmingham	48009		<i>timbaldwin1969@gmail.com</i>		
Baller	Clinton	(248) 703-8365		11/8/2021	11/1/2023
822 Shirley				City Commission member (appointed by Mayor)	
Birmingham	48009		<i>cballer@bhamgov.org</i>		
Cantrick Jr.	Kip	248-540-3741		1/28/2013	12/15/2024
774 Lakeside		(248) 644-7622		has an ownership or business interest in property located in the development area	
Birmingham	48009		<i>gcantrick@kipcantrickcompany.com</i>		

Last Name Home Address	First Name	Home Business Fax E-Mail	Appointed	Term Expires
Guastello 347 Pine Ridge Bloomfield Hills	Thomas 48304	949-500-5566 <i>thomasguastello@aol.com</i>	8/9/2021 has ownership or business interest	12/15/2024
Oh 820 Hazel St Birmingham	Samuel 48009	(312)339-8309 <i>samuel.e.oh@gmail.com</i>	12/8/2020 Resident	12/15/2023

VACANT	12/15/2022
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VACANT	12/15/2023
---------------	------------

*Attendance rosters are not included in this packet as all applicants are considered new appointments



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 Triangle District Corridor Improvement

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

Name John Fallucca

Phone (248) 763-5590

Residential Address 1053 Hazel St

Email * jfallucc@gmail.com

Residential City, Zip 48009

Length of Residence 6 years

Business Address _____

Occupation Physician

Business City, Zip _____

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

I'm a resident of the district with 3 young children and have significant interest in its direct impact to our Neighborhood

List your related employment experience _____

N/A

List your related community activities _____

N/A

List your related educational experience _____

N/A

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

John Fallucca
Signature of Applicant

1/11/2022
Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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



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 Triangle District Corridor Improvement Authority
Specific Category/Vacancy on Board _____ (see back of this form for information)

Name Dennis (Sam) Lanfear

Phone 248-798-3817

Residential Address 833 Hazel

Email * dlanfear@outlook.com

Residential City, Zip Birmingham, 48009

Length of Residence 20 years total

Business Address _____

Occupation VP Banking

Business City, Zip _____

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

Background in growing/scaling businesses, finance etc.

List your related employment experience Senior Director at Banking previously, currently VP at Rocket Mortgage and leading a business group of 150 people.

List your related community activities _____

List your related educational experience Detroit County Day 12-12, Indiana University

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

1-13-22

Signature of Applicant

Date

Return the completed and signed application form to: City of Birmingham, City Clerk's Office, 151 Martin, Birmingham, MI 48009 or by email to clerk@bhamgov.org or fax to 248.530.1080. Updated 11/18/2020

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CITY OF BIRMINGHAM
COUNTY OF OAKLAND, MICHIGAN

RESOLUTION ESTABLISHING
CORRIDOR IMPROVEMENT AUTHORITY
AND DESIGNATION OF DEVELOPMENT AREA

Minutes of a regular meeting of the City Commission of the City of Birmingham, County of Oakland, Michigan, held in the City Hall on the 10th day of November, 2008, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Mayor Sherman, Mayor Pro Tem Hoff, Commissioners Carney, Dilgard, McDaniel, Moore, and Rinschler

ABSENT: None

The following preamble and resolution were offered by Commissioner McDaniel and supported by Commissioner Rinschler:

WHEREAS, the City of Birmingham (the "City"), is authorized by the provisions of Act 280, Public Acts of Michigan, 2005, as amended ("Act 280"), to create a corridor improvement authority; and

WHEREAS, the City Commission held a public hearing on August 25, 2008 pursuant to Act 280 in connection with the establishment of a corridor improvement authority and the designation of the proposed development area; and

WHEREAS, at least 60 days have passed since the public hearing; and

WHEREAS, the City Commission intends to proceed with the establishment of a corridor improvement authority.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Determination of Necessity; Purpose. The City Commission hereby determines that it is necessary for the best interests of the public to create a public body corporate which shall operate to correct and prevent deterioration in business districts, to redevelop the City's commercial corridors and promote economic growth, pursuant to Act 280 of the Public Acts of Michigan, 2005, as amended.

2. Definitions. The terms used in this resolution shall have the same meaning as given to them in Act 280 or as hereinafter in this section provided unless the context clearly indicates to the contrary. As used in this resolution:

"Authority" means the [Birmingham Triangle District Corridor Improvement Authority] created by this resolution.

"Act 280" means Act No. 280 of the Public Acts of Michigan of 2005, as amended.

"Board" or "Board of Directors" means the Board of Directors of the Authority, the governing body of the Authority.

"Chief Executive Officer" means the Mayor of the City.

"City" means the City of Birmingham, Oakland County, Michigan.

"City Commission" means the City Commission of the City of Birmingham.

"Development Area" means the development area designated by this resolution, as now existing or hereafter amended, and within which the Authority shall exercise its powers.

3. Creation of Authority. There is hereby created pursuant to Act 280 a Corridor Improvement Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under title of the **BIRMINGHAM TRIANGLE DISTRICT CORRIDOR IMPROVEMENT AUTHORITY**. The Authority may adopt a seal, may sue and be sued in any court of this State and shall possess all of the powers necessary to carry out the purposes of its incorporation as provided by this resolution and Act 280. The enumeration of a power in this resolution or in Act 280 shall not be construed as a limitation upon the general powers of the Authority.

4. Termination. Upon completion of its purposes, the Authority may be dissolved by the City Commission. The property and assets of the Authority, after dissolution and satisfaction of its obligations, shall revert to the City.

5. Description of Development Area. The Development Area shall consist of the territory in the City described in Exhibit A, attached hereto and made a part hereof, subject to such changes as may hereinafter be made pursuant to this resolution and Act 280.

6. Board of Directors. The Authority shall be under the supervision and control of the Board. The Board shall consist of the Chief Executive Officer, or his or her assignee, and six additional members. Members shall be appointed by the Chief Executive Officer, subject to approval by the City Commission. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the Development Area. Not less than 1 of the members shall be a resident of the Development Area, or of an area within 1/2 mile of any part of the Development Area. Members shall be

appointed to serve for a term of four years, except that of the members first appointed, an equal number, as near as is practicable, shall be appointed for terms of 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed and qualified. Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office. An appointment to fill a vacancy shall be made by the Chief Executive Officer for the unexpired term only. Members of the Board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The Chairperson of the Board shall be elected by the Board. The Board shall adopt Bylaws governing its procedures subject to the approval of the City Commission.

In the event that the Board determines to employ a Director of the Authority, such Director shall furnish a bond in the penal sum of One Thousand Dollars (\$1,000) payable to the Authority for use and benefit of the Authority and shall file the same with the City Clerk of the City.

7. Powers of Authority. Except as specifically otherwise provided in this resolution, the Authority shall have all powers provided by law subject to the limitations imposed by law and herein.

8. Fiscal Year; Adoption of Budget.

(a) The fiscal year of the Authority shall begin on July 1st of each year and end on June 30th, or such other fiscal year as may hereafter be adopted by the City Commission.

(b) The Board shall prepare annually a budget and shall submit it to the City Commission for approval in the manner and at the time, and which budget shall contain the information, required of municipal departments. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Commission.

(c) The Authority shall submit financial reports to the City Commission at the same time and on the same basis as departments of the City are required to submit reports. The Authority shall be audited annually by the same independent auditors auditing the City and copies of the audit report shall be filed with the City Commission.

9. Section Headings; Severability; Repealer. Section headings are provided for convenience only and are not intended to be part of this resolution. If any portion of this resolution shall be held to be unlawful, the remaining portions shall remain in full force and effect. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

10. Publication, Recording and Filing. This resolution shall be published once after its adoption in full in the *Birmingham Eccentric*, a newspaper of general circulation in the City of Birmingham and the City Clerk shall file a certified copy of the resolution with the Michigan Secretary of State promptly after its adoption.

11. Effective Date. This resolution shall take effect immediately upon its publication.

12. Conflict and Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Mayor Sherman, Mayor Pro Tem Hoff, Commissioners Carney, Dilgard, McDaniel, Moore, and Rinschler

NAYS: None

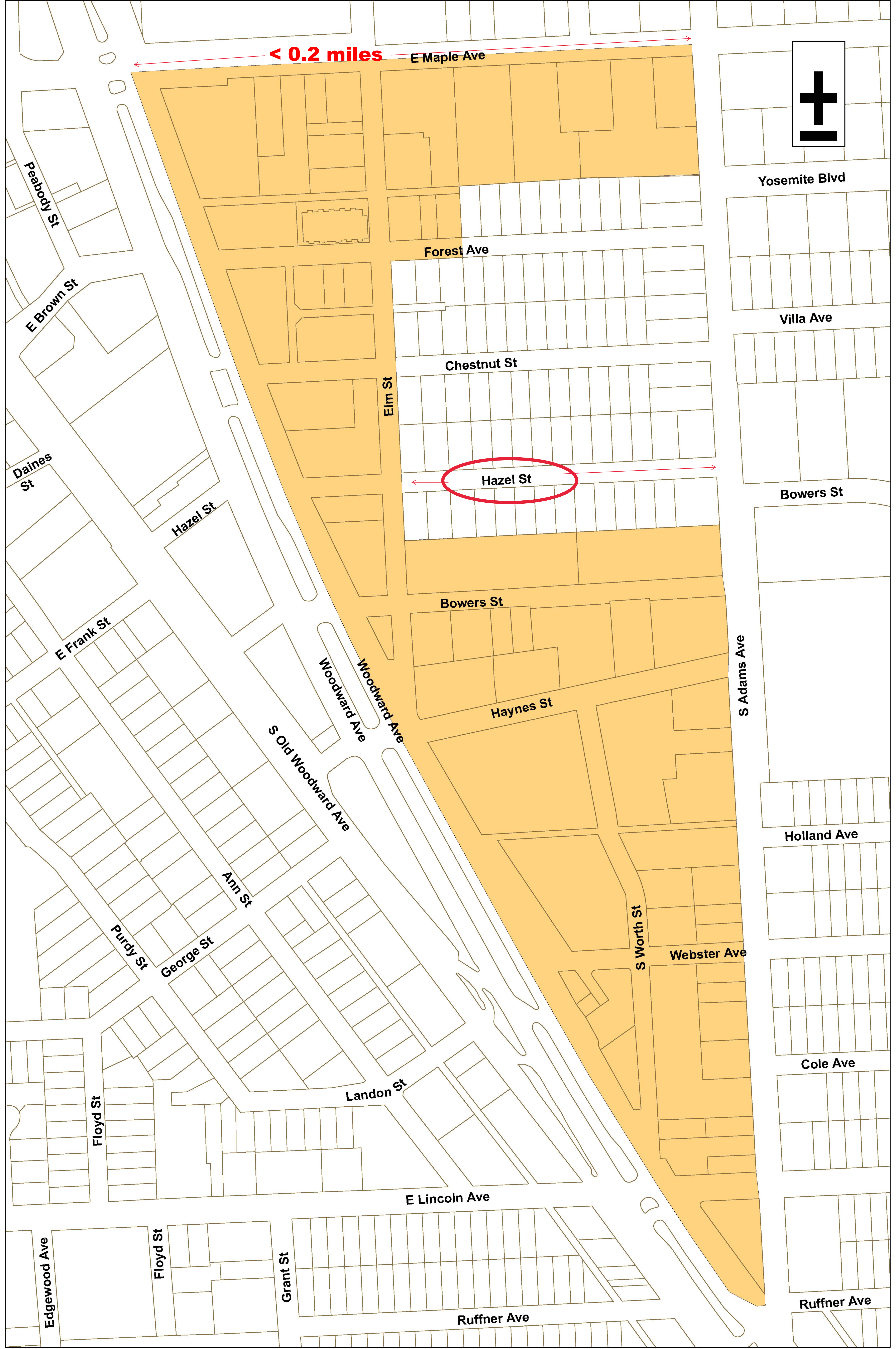
RESOLUTION DECLARED ADOPTED.

Laura M Bushi
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Commission of the City of Birmingham, County of Oakland, State of Michigan, at a regular meeting held on November 10, 2008, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Laura M Bushi
City Clerk





Birmingham City Commission Minutes

January 10, 2022

7:30 p.m.

Municipal Building, 151 Martin

Vimeo Link: <https://vimeo.com/event/3470/videos/656423258/>

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, Finance Director Gerber, City Attorney Kucharek, Parks and Recreation Manager Laird, Department of Public Services Director Wood

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

Announcements

COVID-19 cases COVID-19 cases locally are the highest they have been since the beginning of the pandemic. Michigan and Oakland County continue to be at a high level of community transmission. As a result, the CDC recommends vaccinated and unvaccinated individuals wear a facemask indoors while in public. The City requires masks in City Hall for all employees, board and commission members, and the public. Please visit the CDC's website for more COVID-19 information.

The Mayor acknowledged National Law Enforcement Appreciation Day which occurred on January 9, 2022 and thanked the City's law enforcement officers for their service to the community.

Proclamations

01-001-22 Proclamation, Norm and Bonnie LePage

Proclamation honoring Norm and Bonnie LePage for their 37 years of stewardship of the former Grand Trunk Railroad Station building at 245 S. Eton, Birmingham, and the preservation of its unique architectural character.

Appointments

01-002-22 Appointment of Timothy Baldwin to the Corridor Improvement Authority

The Commission interviewed Timothy Baldwin for the appointment.

MOTION: Nomination by Mayor Pro Tem Boutros:

To concur in the Mayor's appointment of Timothy Baldwin to the Corridor Improvement Authority as a resident member to serve a four-year term to expire December 15, 2025.

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

Nays, None

CC Bingham swore in Mr. Baldwin.

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

Dan Marsh, Executive Director of the Birmingham YMCA, notified the community that the YMCA would be hosting a Health Fair aimed largely at seniors but open to all on January 24, 2022 from 9 a.m. to noon.

Brad Coulter spoke in favor of the Commission's move to prevent Commissioners from attending other board and commission meetings. He then raised concerns about individual Commissioners using email or social media to publish negative comments about members of the community, and asked the Commission to consider making rules to curb that behavior as well.

David Bloom echoed Mr. Coulter's concerns and requested that the Commission take action.

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.

01-003-22 Consent Agenda

The following items were pulled from the Consent Agenda:

Mayor Longe: Item B – City Commission Minutes of December 6, 2021
Item C – City Commission Minutes of December 13, 2021

MOTION: Motion by Mayor Pro Tem Boutros, seconded by Commissioner Host:
To approve the Consent Agenda excluding Items B and C.

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

Nays, None

- A. Resolution to approve the City Commission Workshop meeting minutes of December 6, 2021.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 15, 2021, in the amount of \$707,870.44.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated December 22, 2021, in the amount of \$4,368,471.49.
- F. Resolution to approve the warrant list, including Automated Clearing House payments, dated January 5, 2022, in the amount of \$354,991.68.
- G. Resolution to set a public hearing date of February 14, 2022 to consider ordinance amendments to Article 4, Section 4.44, Outdoor Dining Standards, to remove temporary restrictions on outdoor dining patios in the public right-of-way, and to allow outdoor dining fixtures and furnishings to stay outside overnight.
- H. Resolution to set a public hearing date of February 14, 2022 to consider the Special Land Use Permit, Final Site Plan and Design Review application for 211 Hamilton Row – Sybil – to allow the addition of a new food and drink establishment serving alcoholic beverages for on premise consumption and associated interior/exterior renovations.
- I. Resolution to approve a 1 year agreement with the Michigan Department of Transportation (MDOT) for Governmental Agencies, and furthermore, to authorize James J. Surhigh, Consulting City Engineer, Lauren Wood, Director of DPS, and Scott Zielinski, Assistant City Engineer to apply to MDOT for the necessary Annual Permit, and other Individual Permits for work within the State Highway Right-of-Way on behalf of the City of Birmingham. In addition, to authorize the City Clerk to sign the certification of the Performance Resolution for Governmental Agencies form required for the Annual Permit on behalf of the City.
- J. Resolution to approve the contract Video Inspection – Old Woodward Phase 3, to the sole source provider, M-1 Studios for video inspection services in the amount not to exceed \$27,000.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in the following accounts as specified in the staff report.
- K. Resolution to meet on Monday, February 14, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing of Necessity for the SAD for properties within project area with sewer laterals

meeting the requirements for replacement on Maple Road, between Bates Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue; and,

If necessity is determined on February 14, 2022, to meet on Monday, February 28, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the SAD for properties within the project area with sewer laterals meeting the requirements for replacement on Maple Road, between Bates Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue.

01-004-22 (Item B) City Commission Minutes of December 6, 2021

The Mayor noted that on page five, rather than closing the public hearings for Items 12-311-21 and 12-312-21, it should say she continued the public hearings to the December 13, 2021 meeting.

CA Kucharek concurred.

MOTION: Motion by Mayor Longe, seconded by Mayor Pro Tem Boutros:
To approve the City Commission meeting minutes of December 6, 2021.

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

Nays, None

01-005-22 (Item C) City Commission Minutes of December 13, 2021

The Mayor noted that on pages two and four, rather than opening the public hearings for Items 12-317-21 and 12-318-21, it should say she continued the public hearings from the December 6, 2021 meeting.

CA Kucharek concurred.

MOTION: Motion by Mayor Longe, seconded by Mayor Pro Tem Boutros:
To approve the City Commission meeting minutes of December 13, 2021.

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

Nays, None

VI. UNFINISHED BUSINESS

VII. NEW BUSINESS

01-006-22 Public Hearing for 298 S. Old Woodward – Daxton Hotel – Special Land Use Permit Amendment

The Mayor opened the public hearing at 7:51 p.m.

PD Dupuis presented the item.

In response to an inquiry from CM Markus, the Mayor Pro Tem recused himself at 7:53 p.m. citing a financial relationship to the Daxton Hotel.

Kelly Allen, attorney, spoke on behalf of the applicants.

The Mayor closed the public hearing at 7:56 p.m.

In reply to Commissioner Host, CA Kucharek clarified that the City added language to the standard SLUP agreements that allows the City to more easily terminate a SLUP if the SLUP holder is not adhering to promises made to the Commission, is violating ordinances, or offends general health and safety. She explained that language is included in every new SLUP.

CM Markus said the language could also be added to SLUPs modified at the SLUP holder's request.

CA Kucharek said that the language is not being added at this point to liquor license renewals for SLUP holders, but that the City could explore the possibility further. She said she could get the number of SLUPs amended to add the new language thus far from ACM Ecker.

MOTION: Motion by Commissioner Schafer, seconded by Commissioner Baller:
To approve the Special Land Use Permit Amendment at 298 S. Old Woodward – Daxton Hotel – to allow the transfer of ownership of an existing liquor license.

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

Nays, None

Recused,
 Mayor Pro Tem Boutros

01-007-22 Oakland County Parks and Recreation Park Improvement Grant

Mayor Pro Tem Boutros returned to the meeting at 8:01 p.m.

DPSD Wood introduced the item and PR Laird presented the item.

MOTION: Motion by Commissioner Baller, seconded by Commissioner Schafer:
To authorize the City of Birmingham to apply for the Oakland County Parks and Recreation Park Improvements Grant Program for the maximum amount of \$100,000.

Public Comment

Mr. Bloom stated that the plaza outside of the Baldwin Library is slated to be updated and functions as an extension of Shain Park. He recommended the City keep an eye out for grants that could be used to enhance the updates to the plaza outside of the Library.

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

Nays, None

01-008-22 Confirmation of SEMCOG Delegate

The Mayor noted that two Commissioners expressed their interest in serving as SEMCOG delegates. The City Manager offered to withdraw his name from serving as the alternate delegate so both Commissioners could participate. The Mayor noted that CM Markus and ACM Ecker would continue to attend SEMCOG meetings and participate in SEMCOG discussions even though CM Markus would not serve as the alternate delegate.

MOTION: Nomination by Commissioner Baller:
To appoint Commissioner Schafer as the SEMCOG delegate.

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

Nays, None

01-009-22 Confirmation of SEMCOG Alternate Delegate

CM Markus clarified that both the delegate and the alternate delegate could attend every meeting, with the alternate delegate serving as a voting member in the absence of the primary delegate.

Mayor Longe asked that the delegates be prepared to report back to the Commission on SEMCOG proceedings. She said those reports should occur under 'Commissioner Comments' at the next Commission meeting following a SEMCOG meeting.

MOTION: Nomination by Commissioner McLain:
To appoint Commissioner Haig as the SEMCOG alternate delegate to serve on behalf of the City of Birmingham.

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

Nays, None

01-010-22 48th District Court Interlocal Agreement/Intent To Opt Out

CA Kucharek, CM Markus, and FD Gerber presented the item.

The Mayor explained that the Commission was presently considering whether to give the two other participating municipalities technical notice of Birmingham's intent to opt out of the Agreement, and then to use that technical notice to prompt discussions between Birmingham, the two other participating municipalities, and the 48th District Court over the course of 2022 to reach a solution that is responsible to Birmingham's taxpayers.

CA Kucharek concurred. She stated that offering the City's technical notice of intent to opt out by January 31, 2022 would allow the City to review all of its options over the course of 2022 before reaching a decision.

In reply to Commissioner McLain, CA Kucharek said the most likely outcome would be that the 48th District Court would quickly seek an injunctive answer from the Supreme Court through the Administrator's Office to determine what would happen to the 48th District Court come January 1, 2023.

CA Kucharek explained that no matter the path to the decision, a decision on how the 48th District Court should be funded would be reached by January 1, 2023. She stated that under no circumstances would the Court be left without funding.

It was noted that Birmingham is a participant in the 48th District Court per statute, and cannot participate in another district court.

Mayor Pro Tem Boutros lamented that there had not been more open and consistent communication between the parties to the Agreement over the last few years.

Marc Barron, Chief Judge of the 48th District Court and resident of Birmingham, spoke. He contended that misinformation had been provided to the Commission at its December 13, 2021 meeting. He continued that:

- Since the Court will remain funded regardless of outcome, he has no vested interest in how Birmingham proceeds from his position as Chief Judge. He does have an interest, however, as a Birmingham resident;
- Opting out of the Agreement would be less financially beneficial because the City would not be considered a 'little', which would allow it to avoid funding the Court while receiving one-third of the revenue from the City's fines and costs imposed in its cases;

- The City cannot unilaterally cease to be a funding unit unless Bloomfield Township and West Bloomfield agree to allow that, and they have stated they would not;
- Birmingham's recent decision to remain party to the agreement was beneficial because Birmingham will receive two-thirds of the revenue from the City's fines and costs imposed in its cases;
- Under statute Birmingham's Court funding requirements would be about the same as they are under the present Agreement, but Birmingham would only receive a third of the revenue from the City's fines and costs imposed in its cases;
- Contrary to CA Kucharek's memo, the Agreement will cease to exist if Birmingham provides its intent to opt out. Doing so could increase the short- and long-term costs to the City;
- Case law indicates that Birmingham would not be able to opt out and not fund the Court;
- The City seems to be conflating the question of the appropriateness of the 48th District Court's budget, which was approved by the Commission a month prior, and the question of who funds the Court;
- If the Commission had issues with the Agreement of the Court, they should not have directed the City Manager to sign the Agreement;
- It was, however, financially beneficial for the City to enter into that Agreement;
- The parties to the Agreement allowed Bloomfield Hills to leave, and did not have to do so, but it was beneficial to the remaining parties since their portion of the revenues increased;
- As Chief Judge, he has a responsibility to the other municipalities that comprise the 48th District;
- Once a municipality gives notice of its intent to opt out, the Court and two other participating municipalities will be forced to act immediately to determine how the Court will be funded;
- City Staff's assertion that the Court has been an expense to the City during the last six of twelve years is incorrect;
- In every year but one since 2014 Birmingham has received more revenue from the Court than it has paid in costs;
- The one exception was 2020, which was due to Birmingham's decisions during the start of the Covid-19 pandemic;
- Some Commissioners' comments at the December 13, 2021 meeting that the Court has not cut costs were 'careless, negligent, and false';
- Prior to making similar comments in the future, Commissioners should speak with constituents who regularly visit the 48th District Court as litigants, jurors, and police officers whether the Court 'runs a tight ship';
- Commissioners are welcome to meet with the Court Administrator or the Court's judges to ask questions about the Court's operations;
- Individuals should watch Bloomfield Township's discussion during its December 13, 2021 meeting regarding funding the Court to see their elected officials' 'appreciation' of how the Court operates;
- Birmingham's City Manager had an opportunity to review the lease between Bloomfield Township and the Court before it was signed;
- It is unlikely that the City would be able to reach a resolution with the other municipalities in one year;
- He participated in the last meeting between the three current parties to the Agreement. During that meeting, West Bloomfield and Bloomfield Township stated that they would likely default to the statutory funding of the Court if Birmingham were to leave the Agreement;
- If the Commission has concerns about the veracity of his statements, they should consult the City Attorney;
- The Commission should ask the City Attorney whether she believes it is in the City's best legal and financial interests to give notice of its intent to opt out today;
- He firmly advised the Commission that it would not be in its best financial or legal interests to opt out today; and,
- He urged the Commission to vote against the suggested action.

CM Markus said:

- He agreed with FD Gerber's report on the Court's costs and revenues to the City;
- The Bloomfield Township also found that the Township was not making money from participating in the Agreement; and,
- At a minimum the signatories to the Agreement need to be convinced that the figures provided by the Court Administrator were accurate, and FD Gerber found that those figures were misstated.

Commissioner Baller asked that Judge Barron's contention that Birmingham would be charged approximately the same amount either way, with the option to either receive either two-thirds or one-third of the revenue from the City's fines and costs imposed in its cases, be addressed.

CA Kucharek explained that based on an interpretation of the figures of costs and revenues, FD Gerber was advising that it would likely be more financially advantageous to the City to leave the Agreement. She said she understood that Judge Barron was interpreting the figures differently.

CA Kucharek said she found no case law that exactly parallels the issues present in this discussion. She noted that she had stated during her presentation that litigation may be required to resolve the issue of how the 48th District Court is funded.

CA Kucharek also clarified that the presentation given to the Commission on December 13, 2021 was based on the understanding that the two other municipalities in the Agreement would remain funding units if Birmingham were to opt out. She noted the two other municipalities stated during a meeting on January 6, 2022 that if Birmingham were to opt out of the Agreement they would likely opt out as well. She stated that West Bloomfield indicated that they would prefer to remain in an Agreement.

Mayor Longe drew the discussion's attention to the last paragraph of the proposed letter to be sent by the City and Beier Howlett to the two other participating municipalities. She asked CA Kucharek to comment whether the intent of that paragraph was to provide the technical notice of intent to opt out that is required under the Agreement, while remaining more equivocal about whether the City would ultimately opt out.

CA Kucharek confirmed that to be the case. She stated that the Agreement has no provisions preventing the withdrawal or revocation of an intent to opt out.

CM Markus stated that since the last meeting with the two other municipalities he had received a communication regarding meeting to discuss further.

CM Markus noted that Judge Barron seemed to believe that once the intent to opt out is given there is no option to revoke the intent.

In reply to Commissioner Baller, CA Kucharek confirmed that she did believe that once Birmingham gives its intent to opt out the 48th District Court and the two other municipalities would take immediate action, as suggested by Judge Barron.

Mayor Pro Tem Boutros and Commissioners McLain, and Host said they were in favor of using the technical notice to opt out to broach further negotiations with West Bloomfield and Bloomfield Township. All three emphasized the importance of using this approach to open respectful, considerate conversations with these two other municipalities that Birmingham partners with regularly on a number of projects.

Commissioner Host stated that the best way to save the City money is to limit its expenses. He said there would be less risk to the financial wellbeing of the City if it opted to only receive a third of the revenue from the City's fines and costs imposed in its cases.

In reply to Commissioner Baller, CA Kucharek clarified that there are three possible outcomes if Birmingham were to opt out of the Agreement:

- The other two municipalities remain funding units, and Birmingham receives a third of the revenue from the City's fines and costs imposed in its cases;
- Funding the Court is determined by statute, and Birmingham receives a third of the revenue from the City's fines and costs imposed in its cases as per statute; or,
- Through some other legal process or Agreement, a different way of funding the Court and distributing the fines and costs is reached.

Commissioner Baller said that while the City provided the financial analysis of the present Agreement and the first option referenced by CA Kucharek. He said he had not seen an analysis of the financial impact if Birmingham were to pay to fund the Court according to the number of cases the City brings, and were to receive a third of the revenue from the City's fines and costs imposed in its cases.

CM Markus said if Birmingham were to pay to fund the Court according to the number of cases the City brings, and were to receive a third of the revenue from the City's fines and costs imposed in its cases, that would be a poor financial outcome for the City.

Commissioner Baller said the City needed to confront the possibility of that being the outcome if the City opts out of the current Agreement.

CM Markus said if that were the outcome for Birmingham, that would be the outcome for the majority of the other seven municipal members of the 48th District. He said that it was unlikely that most of them would accept those terms, which would then bring the municipalities back to the negotiation table to form another Agreement. He said that is why he and the two other municipalities currently party to the Agreement have already been in touch about continuing discussions.

Mayor Longe reiterated that the City's goal is to perform its due diligence and end up with a more equitable and fiscally responsible agreement.

In reply to Mayor Pro Tem Boutros, CA Kucharek confirmed it would be possible that the 48th District Court would take legal action either against the seven municipalities in the 48th District, or against Birmingham alone. She confirmed that the City would then incur the costs of litigating that case. She noted that it seemed that the City Manager thought that engaging in litigation to reach an equitable outcome might be a worthwhile expenditure.

Both Mayor Pro Tem Boutros and Commissioner Baller expressed concern that there were discrepancies between the figures and findings provided by the Court Administrator versus the ones provided by FD Gerber.

The Mayor noted that those figures also previously included Bloomfield Hills as a funding unit, which is no longer the case. Consequently, the situation going forward will be even less advantageous for Birmingham since it will have to pay more per year to help cover the funding shortfall.

CA Kucharek recommended that the Commission table the discussion to the January 24, 2022 meeting, with a request to FD Gerber for more financial information to be presented at the meeting. CA Kucharek

said she would also continue to do more legal research to see if she might find something that would offer more clarity. She noted that it is also the City's intent to meet with the two other municipalities before the the next Commission meeting to begin discussions, which could then be reported on to the Commission at its January 24, 2022 meeting.

CM Markus said he thought the Court Administrator and FD Gerber should come before the Commission on January 24, 2022 to explain how each reached their respective figures and findings.

Commissioner Haig agreed with CA Kucharek's and CM Markus' recommendations, saying it would be most beneficial to see the credits and debits the Court Administrator and FD Gerber are working with.

The Mayor reiterated CM Markus' previous comment that Bloomfield Township also seemed to agree that the Court Administrator's figures were not representative.

The Mayor then asked if the Commission was comfortable with returning to the discussion on January 24, 2022 with updated memos from Staff, clarification of all possible outcomes, and more information on finances from the perspective of both the Court Administrator and FD Gerber.

Public Comment

Rackeline Hoff, resident and former Commissioner, spoke. She suggested that it be clarified that if \$1,000, as an example, were collected due to an incident in Birmingham, how that \$1,000 would be allocated. She was supportive of the Commission's efforts to gain more clarity before proceeding.

Judge Barron said the Commission should determine why the City entered into this Agreement only to give an intent to opt out soon after. He reiterated his statement that the appropriateness of the Court's budget and how the Court is funded are two separate issues and should be treated as such. He said that while it would be beneficial for the Court Administrator and FD Gerber to come to agreement on their figures, it would not be directly relevant to the issue at hand. He reiterated that it is unlikely that Birmingham would be able to opt out of funding the Court at all while still receiving a third of the revenue from the City's fines and costs imposed in its cases. He said the two most likely outcomes are that Birmingham remains in the Agreement and retains two-thirds of the revenue from the City's fines and costs imposed in its cases, or it opts out and the location of the Court receives two-thirds of the revenue from the its fines and costs imposed in its cases and all the other municipalities receive one-third of theirs.

Judge Barron continued that the costs to potentially litigate this matter would be 'massive', and noted that the 48th District Court would have to draw on its budget, which is partially funded by Birmingham, to undertake the litigation. Judge Barron asserted that what the Court returns or does not return to each municipality is not relevant to the discussion.

CM Markus stated that this issue began when Bloomfield Hills chose to opt out of the Agreement. Then Bloomfield Township objected. Both CM Markus and CA Kucharek stated at the time that there was a conflict-of-interest in Bloomfield Hills, Bloomfield Township, and West Bloomfield having the same legal counsel. CM Markus stated at the time that Bloomfield Hills did not comply with the intent to opt out notice requirements, since they did not provide the intent to opt out in January 2021. West Bloomfield and Bloomfield Township then stated that they believed Bloomfield Hills gave adequate notice.

In reply to Judge Barron, CM Markus stated that the City entered into the current Agreement because the City could not withdraw at that point, and because the other two municipalities needed to be provided

notice. He asked why there has been much more vocal opposition to Birmingham leaving the Agreement than there was to Bloomfield Hills leaving the Agreement.

The Commission agreed to have the item return on January 24, 2022.

01-011-22 Motion to Take a Brief Recess

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Boutros:
To take a five minute break.

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

Nays, None

The meeting took a brief recess at 10:25 p.m.

The meeting returned from recess at 10:32 p.m.

01-012-22 Emeritus Mayors' Club

CM Markus presented the item.

Both Commissioner Baller and Mayor Pro Tem Boutros expressed support for the idea.

Commissioner Haig asked whether there would be potential issues of perceived pressure or conflict of interest that could arise from members of this Club attending board or committee meetings, much like the concern with current Commissioners attending board or committee meetings.

CM Markus noted that they would have to each participate as individuals and make no reference to group. He said there would be no requirements of them because they would not make any policy.

MOTION: Motion by Commissioner Baller, seconded by Mayor Pro Tem Boutros:
To encourage City Manager Tom Markus to continue to explore the concept of an Emeritus Mayors' Club with those mayors who are interested in forming such an entity.

Commissioner Host asked why the City should be involved in this.

CM Markus said because it is a group with a lot to offer the City and a deep reserve of civic commitment.

Commissioner McLain said that it would be appropriate to discuss the potential unintended consequences of such a group.

CA Kucharek clarified that this organization could not be mandated, controlled, directed or organized by the City Manager. She said she would even recommend that the City Manager not participate in any

discussion regarding this topic during working hours because it could be a private entity, and public monies cannot be used for a private entity.

Commissioner Host said that if such an organization were to form it should be done entirely separately from the Commission.

Commissioner Haig said a motion formalizes the situation.

CM Markus then recommended that the motion be withdrawn.

Commissioner Baller withdrew the motion, and Mayor Pro Tem Boutros withdrew his second.

Commission discussion on items from prior meeting

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.

01-013-22 Leaf Blowers

MOTION: Motion by Commissioner Baller, seconded by Commissioner Host:
To discuss the environmental and noise impacts of leaf blowers, potential regulation, and potential alternatives.

Mayor Pro Tem Boutros recommended that Staff look back on previous discussions the Commission has had regarding leaf blowers and noise.

Public Comment

Mr. Bloom agreed that it would be a good topic to explore.

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

Nays, None

01-014-22 Food Trucks

MOTION: Motion by Commissioner Host, seconded by Commissioner Schafer:
To further discuss the matter of having food trucks in the neighborhoods.

Commissioner Schafer spoke in support of having the discussion.

CM Markus said he would ask Staff to provide an update on the survey responses and where exploration of the topic stands.

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

Nays, None

01-015-22 Commissioner Conduct

Commissioner Host moved that the Commission explore policies regarding behavior that is becoming of a Commissioner.

CM Markus said he has noticed behavior from a number of Commissioners that, while not illegal, may not be best practice. He said the only way that policy would be effective is if the Commission discusses the issues and believes the policies would have value. He said he could provide some examples of policies from other jurisdictions that discuss how elected officials will conduct themselves.

CM Markus said that making everyone better should be an objective process, and should not involve singling out particular individuals.

Commissioner Host asked that the Ethics Guidelines from the Michigan Municipal League also be included as part of the discussion.

There was no second to the motion and no vote on the motion, but the Mayor said there was concurrence on the direction to the City Manager.

01-016-22 Unimproved Streets

Commissioner McLain recommended that the matter of unimproved streets be further discussed.

CM Markus said it would come up in the long range planning session.

No motion was made.

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

A. Commissioner Reports

1. Notice of Intention to Appoint to the Board of Zoning Appeals

B. Commissioner Comments

Commissioner Haig asked if there was an update from the Adams Park discussion regarding the cost difference between using artificial turf versus real sod in parts of the park. He noted that the landscape architect from the project had said he would provide further information.

Commissioner Haig said he was disappointed in recent writings from a particular Commissioner and said he felt there were patterns of behavior being demonstrated that were not commensurate with the position.

Commissioner Host said the more the Commission focuses on the residents' priorities the more likely the Commission is to act on the residents' behalf.

Commissioner McLain recommended that anyone interested in Michigan's recent redistricting visit the Michigan Municipal League's website (MML.org) for more information.

Commissioner McLain explained that Commissioners and other board and committee members are meeting in public again despite the current Covid-19 surge because the emergency orders from the State which allowed board members to meet virtually expired on December 31, 2021. She said those with concerns should email their State Senators and Representatives to share their concerns and to ask about next steps.

CA Kucharek said the sad part about the current situation is that those residents of Michigan who choose to volunteer their time and talents to serve their community, as members of an elected or appointed public body, are stripped of the choice to keep themselves safe. She said she found it a travesty that they do not have a choice. She said that in contacting their State Senators or Representatives they should state that they should have the choice to keep themselves and their families safe.

Mayor Longe noted that Oakland County Commissioner Moss was proud that board and committees have been forced to return to meeting in person.

CM Markus noted that when he worked in Kansas board and committee members could join meetings virtually when physically absent for any reason. He said he did not see it misused and that it was an effective way to conduct business. He said having board members give of their time and then to be put in this position was ridiculous and unfair.

Mayor Longe stated that she attended the Boy Scouts of America Troop 1034 Court of Honor to present letters of congratulations, prepared by Communications Director Gamboa, on behalf of the City to five Scouts who earned the rank of Eagle Scout. She congratulated the Eagle Scouts on their achievements.

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

INFORMATION ONLY

XI. ADJOURN

Mayor Longe adjourned the meeting at 11:21 p.m.

City of Birmingham

Warrant List Dated 01/12/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
	*	003365	EDWARD ROSETT	45.00
283425	*	008649	ROBERT ABRAHAM JR.	425.00
283426	*	007510	GRANT ANKNEY	425.00
283427	*	008009	TREVOR BAKER	425.00
283428	*	009042	RANDY BEARDEN	425.00
283429	*	009095	STEVEN BONORA	425.00
283430	*	009304	DUSHAWN BRANDY	425.00
283431	*	009355	SHAUN BROWN	425.00
283432	*	007638	MARSHALL CRAWFORD	425.00
283433	*	006999	CHRISTOPHER DEMAN	425.00
283434	*	009357	BRENDT FREDERICK	425.00
283435	*	008648	HUNTER GILICK	425.00
283436	*	008105	JASON GRANROTH	425.00
283437	*	003824	THOMAS I. HUGHES	425.00
283438	*	009303	TREVOR HULBERT	425.00
283439	*	007244	CHRISTOPHER JUDKINS	425.00
283440	*	009043	IAN MCLAUGHLIN	425.00
283441	*	007306	MARK MISCHLE	425.00
283442	*	009096	RYAN NEUVILLE	425.00
283443	*	009204	OWEN BACHUSZ	425.00
283444	*	003963	DAVID PAPANDREA	425.00
283445	*	008875	JESSICA RAK	425.00
283446	*	007898	JEFFREY SCHEMANSKY	425.00
283447	*	009305	JEREMY SHULTZ	425.00
283448	*	006591	MICHAEL SLACK	425.00
283449	*	003466	ALAN SOAVE	425.00
283450	*	007245	NICK SOPER	425.00
283451	*	009356	JUSTIN STRASSBURG	425.00
283452	*	007900	RYAN WISEMAN	425.00
283453		MISC	1748 STANLEY LLC	2,500.00
283454		000855	48TH DISTRICT COURT	317,095.79
283455	*	TAXMISC	ALEX CALDERONE	1,325.83
283456		MISC	ALLSHIRE BUILDING	200.00
283457		000143	AM-DYN-IC FLUID POWER INC	1,818.99
283458		MISC	AMSON CUSTOM HOMES LLC	1,050.00
283459		MISC	AMY S WEBER REVOC TRUST	5,400.00
283461		MISC	BARRY HARRISON	1,000.00
283462		MISC	BLOOMFIELD CONSTRUCTION CO	100.00
283463		MISC	BLOOMINGDALE HOMES INC	2,000.00
283464		MISC	BOAG, SIMON	135.00
283465		003526	BOUND TREE MEDICAL, LLC	838.29
283466		MISC	BRADLEY DICKS	100.00

City of Birmingham

Warrant List Dated 01/12/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283468		005717	BSB COMMUNICATIONS, INC.	3,400.56
283470		009078	CANON SOLUTIONS AMERICA INC	1,886.76
283471		MISC	CAPALDI BUILDERS	300.00
283472		007732	CAPITAL TIRE, INC.	852.06
283474		MISC	CARTER, JOSEPH D	1,000.00
283477	*	TAXMISC	CHRISTINE BAJAJ	24.79
283478		000605	CINTAS CORPORATION	121.15
283479		MISC	COLLINS, ANDREW L	100.00
283480	*	008955	COMCAST	369.93
283481	*	005108	CORELOGIC TAX SERVICE	12,416.42
283484	*	009327	CXTEC, INC	1,533.64
283485	*	000190	DOWNRIVER REFRIGERATION	83.33
283486	*	000179	DTE ENERGY	112.56
283487	*	000179	DTE ENERGY	26.34
283488	*	000179	DTE ENERGY	1,574.22
283489	*	000179	DTE ENERGY	140.53
283490	*	000179	DTE ENERGY	883.24
283491	*	000179	DTE ENERGY	203.14
283492	*	000179	DTE ENERGY	91.40
283493	*	000179	DTE ENERGY	2,347.03
283494	*	000179	DTE ENERGY	315.94
283495	*	000179	DTE ENERGY	17.45
283496	*	000179	DTE ENERGY	50.73
283497	*	000179	DTE ENERGY	210.63
283498	*	000179	DTE ENERGY	65.58
283499		001063	EASTMAN FIRE PROTECTION INC	694.78
283500	*	007538	EGANIX, INC.	720.00
283501	*	009100	ENZO WATER SERVICE	500.00
283502		000936	FEDEX	21.48
283504		MISC	FOUR SEASONS ROOFING & SHEET METAL	100.00
283506	*	TAXMISC	FRANZ MICHAEL HERBERT	2,468.29
283507		MISC	GOODWIN, MACK	85.00
283508	*	MISC	GRAND HAVEN HOMES	562.71
283509		MISC	GREG WILLIAMS	350.00
283512	*	007211	HOME DEPOT CREDIT SERVICES	50.26
283513		000342	IBS OF SE MICHIGAN	357.60
283515		000344	J.T. EXPRESS, LTD.	1,690.63
283516		009322	JACKIE'S TRANSPORT INC	1,750.00
283518		MISC	JOHN MCCARTER CONSTRUCTION LLC	100.00
283519		MISC	JR VERVISCH BUILDING COMPANY	1,050.00
283521		MISC	KELLY BUILDING & DEVELOPMENT CO LLC	2,400.00
283523		MISC	LAMARCO HOMES LLC	900.00
283524		MISC	LANDMARC BUILDING/DEVELOPMENT INC	500.00

City of Birmingham

Warrant List Dated 01/12/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283525		MISC	LOPICCOLO HOMES INC	16,400.00
283526		MISC	LYNCH CUSTOM HOMES	5,900.00
283527		MISC	MAINSTREET DESIGN & BUILD	100.00
283528		009169	MANAGEENGINE	1,588.50
283529		MISC	MAPLEWOOD720 LLC	100.00
283530		MISC	MARTINO ENTERPRISES INC	100.00
283531		000972	MCKESSON MEDICAL-SURGICAL	1,741.11
283532		008793	MERGE MOBILE, INC.	73.00
283533		MISC	MICHIGAN KITCHEN CABINETS	200.00
283536		000230	MIKE SAVOIE CHEVROLET INC	525.85
283537		MISC	MR. ROOF HOLDING CO., LLC	100.00
283538		MISC	MS Construction	100.00
283539	*	000668	NATIONAL TIME & SIGNAL CORP	324.02
283541	*	008687	NORTH BREATHING AIR, LLC	520.00
283542	*	000481	OFFICE DEPOT INC	1,019.73
283544	*	TAXMISC	PATRICIA ANDREWS TRUSTEE	1,497.04
283545	*	TAXMISC	PATRICK C LIEBLER	27.00
283546		MISC	PRO HOME IMPROVEMENT INC	100.00
283547		007797	QUADIENT LEASING USA, INC.	452.97
283548		008852	REDGUARD FIRE & SECURITY	300.00
283549		MISC	ROOF ONE LLC	100.00
283550		MISC	SAS SERVICES INC	100.00
283551		MISC	SCHOENHERR HOMES LLC	100.00
283552		006590	SECURE DOOR, LLC	148.00
283553		MISC	SIEGEL, HARRY K	1,000.00
283555		MISC	STONEY CREEK CONSTRUCTION/DBA	500.00
283558		MISC	TEMPLETON BUILDING COMPANY	300.00
283559	*	TAXMISC	THORAIA JARBO	407.22
283561	*	009266	US SIGNAL COMPANY LLC	3,632.93
283563	*	000158	VERIZON WIRELESS	76.02
283564	*	000158	VERIZON WIRELESS	1,116.54
283565	*	000158	VERIZON WIRELESS	151.69
283566	*	000158	VERIZON WIRELESS	147.66
283567	*	000158	VERIZON WIRELESS	129.70
283571		MISC	WELKIN CONSTRUCTION COMPANY LLC	500.00
283573		MISC	Zahra LLC	100.00
SUBTOTAL PAPER CHECK				\$427,616.06

ACH TRANSACTION

4691	*	007289	BRIAN FREELS	425.00
4692	*	007511	ADAM KNOWLES	425.00
4693	*	009287	KYLE KRAFT	425.00
4694	*	007897	JEFFREY SCAIFE	425.00
4695	*	007899	NICHOLAS SLANDA	425.00

City of Birmingham
Warrant List Dated 01/12/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
4696	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	57,410.37
4699		000517	BEIER HOWLETT P.C.	33,199.25
4700	*	000518	BELL EQUIPMENT COMPANY	1,728.78
4701	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	4,321,453.89
4702	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	84.00
4703		009183	BOB ADAMS TOWING	105.00
4704	*	009359	CITY OF BIRMINGHAM #246	9,500.40
4705		009195	CROWN CASTLE FIBER LLC	6,596.80
4708	*	001077	DUNCAN PARKING TECH INC	11,202.75
4709	*	000995	EQUATURE	2,689.31
4710	*	000243	GRAINGER	275.12
4711		009298	JCR SUPPLY INC	182.07
4712	*	003458	JOE'S AUTO PARTS, INC.	193.87
4713		004085	KONE INC	876.46
4714	*	005550	LEE & ASSOCIATES CO., INC.	837.61
4716	*	006359	NYE UNIFORM COMPANY	219.00
4717	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	1,913,342.46
4718	*	002767	OSCAR W. LARSON CO.	1,772.50
4719	*	001181	ROSE PEST SOLUTIONS	234.00
4721		000254	SOCRRA	79,395.00
4722	*	004887	TRUCK & TRAILER SPECIALTIES INC	279.06
4723	*	000301	PAUL WELLS	57.20
4724	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,843.92
SUBTOTAL ACH TRANSACTION				\$6,445,603.82
GRAND TOTAL				\$6,873,219.88

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 01/19/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
		003620	LANGUAGE LINE SERVICES INC	81.00
283574	*	003629	PREMIUM AIR SYSTEMS INC	5,643.93
283575	*	MISC	RECCHIA, ROBERT	15,000.00
283576	*	009347	SAFELITE FULFILLMENT, INC	616.67
283577	*	008226	KATHERINE ABELA	247.50
283579		008106	ACUSHNET COMPANY	14.28
283580	*	007266	AETNA BEHAVIORAL HEALTH LLC	894.01
283581	*	007329	ALL AMERICAN ARENA PRODUCTS LLC	1,473.15
283582		007112	AMERICAN PAINTING LLC	400.00
283583		000167	ANDERSON ECKSTEIN WESTRICK INC	6,102.40
283584	*	007033	APPLIED IMAGING	8,568.99
283585	*	001466	ASCAP	390.00
283586	*	008988	ASTI ENVIRONMENTAL	570.00
283587	*	006759	AT&T	9.55
283588	*	006759	AT&T	69.88
283589	*	006759	AT&T	124.44
283590		004027	AUTOMATED BENEFIT SVCS INC	7,803.38
283590	*	004027	AUTOMATED BENEFIT SVCS INC	21,105.05
283593		003526	BOUND TREE MEDICAL, LLC	276.84
283594	*	MISC	BRANDON WYNN	55.00
283595	*	006953	JACQUELYN BRITO	30.00
283597		BDREFUND	BT'S CONSTRUCTION INC	288.75
283598		009326	CAPFINANCIAL PARTNERS, LLC	22,500.00
283599		007732	CAPITAL TIRE, INC.	300.00
283600	*	000444	CDW GOVERNMENT INC	10,785.72
283602	*	009122	CLAIRE CHUNG	50.00
283603		007710	CINTAS CORP	295.07
283604	*	007710	CINTAS CORP	131.40
283605		000605	CINTAS CORPORATION	49.39
283606	*	007615	CINTAS CORPORATION-K11	80.99
283607	*	004188	COFFEE BREAK SERVICE, INC.	184.20
283608	*	004026	COFINITY	2,949.75
283609	*	008955	COMCAST	284.53
283610	*	005074	COMFORT INN & SUITES	610.50
283611	*	005074	COMFORT INN & SUITES	610.50
283612	*	000627	CONSUMERS ENERGY	11,586.34
283613		002668	CONTRACTORS CLOTHING CO	329.65
283614		008512	COOL THREADS EMBROIDERY	20.00
283615	*	TAXMISC	CORELOGIC TAX SERVICE	1,410.07
283616	*	TAXMISC	CURRAN, JEFFERY	1,935.57
283617		009309	DEALER AUTO PARTS	428.87
283619	*	006907	DENTEMAX, LLC	158.40

City of Birmingham
Warrant List Dated 01/19/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283620	*	000179	DTE ENERGY	184.69
283621	*	000179	DTE ENERGY	241.48
283622	*	000179	DTE ENERGY	212.24
283623	*	000180	DTE ENERGY	46,907.57
283624		000493	ED RINKE CHEVROLET BUICK GMC	8,983.96
283626	*	009100	ENZO WATER SERVICE	300.00
283627		002396	FORESITE DESIGN INC	3,200.00
283628		BDREFUND	FOUNDATION SYSTEMS OF MICHIGAN INC.	196.25
283629		009268	FULL MORTISE	3,846.00
283630	*	008007	GREAT LAKES WATER AUTHORITY	8,099.52
283631	*	007723	BRYAN GRILL	260.00
283632		007339	HIGHEST HONOR, INC	31.00
283633	*	001956	HOME DEPOT CREDIT SERVICES	750.53
283634	*	007211	HOME DEPOT CREDIT SERVICES	19.77
283635	*	TAXMISC	HURT, PAMELA	89.61
283640		009374	CIT INTERNATIONAL INCORPORATED	500.00
283641	*	MISC	JACK TODD- PETTY CASH	104.39
283642	*	009249	JCC CREATIVE LLC	100.00
283643		000347	JOHN R. SPRING & TIRE CENTER INC.	318.80
283644	*	TAXMISC	LAKE MICHIGAN CREDIT UNION	1,838.23
283645		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	100.00
283646	*	009375	LITHIA MOTORS, INC SUPPORT SERVICES	84.11
283647	*	004855	MAMC	1,300.00
283648		000888	MCKENNA ASSOCIATES INC	29,197.93
283649		009085	MGSE SECURITY LLC	260.00
283649	*	009085	MGSE SECURITY LLC	692.50
283650		MISC	MICHIGAN PARKING ASSOCIATION	250.00
283651	*	004368	STATE OF MICHIGAN	10.00
283652	*	004368	STATE OF MICHIGAN	10.00
283653	*	004368	STATE OF MICHIGAN	10.00
283654	*	004368	STATE OF MICHIGAN	10.00
283655	*	006461	MID AMERICA RINK SERVICES	1,650.39
283656	*	MISC	MIKE HOUT	47.00
283657		008319	MKSK INC	5,016.05
283658	*	008211	MULTI-PLAN	90.00
283659		MISC	NATIONAL HOSPITALITY INSTITUTE	60.00
283660		007665	NATIONWIDE POWER SOLUTIONS INC.	2,054.68
283662		009276	NEWTONS SOLUTIONS LLC	4,500.00
283663	*	000477	OAKLAND COUNTY	497,084.84
283664	*	004370	OCCUPATIONAL HEALTH CENTERS	478.00
283665	*	000481	OFFICE DEPOT INC	259.75
283666	*	001753	PEPSI COLA	875.76
283667	*	002518	PITNEY BOWES INC	195.00

City of Birmingham

Warrant List Dated 01/19/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
283668		BDREFUND	RANDAZZO MECHANICAL HTG CLG	515.00
283669	*	007336	REVIZE LLC	1,500.00
283670	*	002806	SAM'S CLUB/SYNCHRONY BANK	480.23
283671	*	006590	SECURE DOOR, LLC	148.00
283672	*	001551	SESAC	513.00
283673		007142	SHERWIN-WILLIAMS COMPANY	332.22
283674	*	009009	SIGNATURE CLEANING LLC	5,975.47
283676		UBREFUND	STEWART, BRIAN	1,214.71
283677	*	001076	TAYLOR FREEZER OF MICH INC	325.00
283679	*	004379	TURNER SANITATION, INC	340.00
283680		008941	UPTOWN MARKET OF BIRMINGHAM	35.94
283681	*	000293	VAN DYKE GAS CO.	491.22
283682	*	000158	VERIZON WIRELESS	845.06
283683	*	000158	VERIZON WIRELESS	308.16
283684		BDREFUND	WAGONER, DAREN B	105.00
283685	*	008391	XEROX CORPORATION	372.68
283686		MISC	YOUNG'S ENVIRONMENTAL CLEANUP INC.	2,120.00
SUBTOTAL PAPER CHECK				\$760,507.51
<u>EFT TRANSFER</u>				
" "		MISC	TECHNICRAFT PRODUCT DESIGN INC.	80.28
" "		MISC	WEATHERTECH	135.63
SUBTOTAL EFT TRANSFER				\$215.91
<u>ACH TRANSACTION</u>				
4727	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	27,745.71
4729		009126	AMAZON CAPITAL SERVICES INC	372.86
4729	*	009126	AMAZON CAPITAL SERVICES INC	100.98
4730	*	006683	BIRMINGHAM LAWN MAINTENANCE	747.00
4731	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	56.97
4732		007875	CANFIELD EQUIPMENT SERVICE INC.	227.96
4733	*	008044	CLUB PROPHET	540.00
4734	*	009181	DELTA TEMP SERVICES INC	1,195.90
4735		007359	DETROIT CHEMICAL & PAPER SUPPLY	163.44
4735	*	007359	DETROIT CHEMICAL & PAPER SUPPLY	971.53
4736		006077	DI PONIO CONTRACTING INC	408,950.56
4737	*	000565	DORNBOS SIGN & SAFETY INC	2,052.53
4738	*	001230	FIRE SYSTEMS OF MICHIGAN LLC	322.00
4739	*	007807	G2 CONSULTING GROUP LLC	12,324.25
4740	*	000243	GRAINGER	209.48
4741	*	001672	HAYES PRECISION INC	133.83
4742		000261	J.H. HART URBAN FORESTRY	10,497.50
4743	*	002576	JAX KAR WASH	143.00
4744	*	003458	JOE'S AUTO PARTS, INC.	523.38

City of Birmingham
Warrant List Dated 01/19/2022

Meeting of 01/24/2022

Check Number	Early Release	Vendor #	Vendor	Amount
4745	*	000891	KELLER THOMA	536.25
4746	*	003404	LADUKE ROOF.& SHT.METAL CORP	532.28
4747	*	005550	LEE & ASSOCIATES CO., INC.	1,234.99
4748	*	008158	LOGICALIS INC	9,700.00
4750		001089	MUNICODE	440.00
4751		001194	NELSON BROTHERS SEWER	164.00
4752		001864	NOWAK & FRAUS ENGINEERS	33,037.75
4753	*	006359	NYE UNIFORM COMPANY	337.50
4754	*	006027	PENCHURA, LLC	231.00
4755	*	008269	PREMIER SAFETY	350.00
4756	*	001181	ROSE PEST SOLUTIONS	47.00
4757	*	003785	SIGNS-N-DESIGNS INC	2,496.00
4758	*	001097	SOCWA	127,483.37
4759	*	004355	SYMETRA LIFE INSURANCE COMPANY	70,781.51
SUBTOTAL ACH TRANSACTION				\$714,650.53
GRAND TOTAL				\$1,475,373.95

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: January 24, 2022

TO: Tom Markus, City Manager

FROM: Alexandra Bingham, City Clerk

SUBJECT: Special Event – 2022 Common Ground Street Art Fair

INTRODUCTION:

Common Ground submitted a special event application to hold the 2022 Birmingham Street Art Fair event in Shain Park and surrounding streets on September 17 and 18, 2022. Setup for the event is scheduled for Friday, September 16 between 5 and 10 p.m., with street closures to begin at 5 p.m.

Street Art Fair hours of operation will be:

Saturday, September 17 10:00 a.m. – 6:00 p.m.
Sunday, September 18 10:00 a.m. – 5:00 p.m.

Tear-down will happen on September 18 from 5:00 – 9:00 p.m.

BACKGROUND:

Prior to application submission, the Police Department reviewed the proposed event details for street closures and the need for safety personnel and approved the details. DPS, Planning, Building, Engineering, Police, and Fire have indicated their approval. SP+ Parking has been notified of the event for planning purposes.

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

• Farmers Market	Sundays	Parking Lot #6
• Farmers Market Fall Festival	9/18	Parking Lot #6
• Greenwood Cemetery Tour	9/17	Greenwood Cemetery

LEGAL REVIEW:

n/a

FISCAL IMPACT:

n/a

PUBLIC COMMUNICATIONS:

Common Ground notified residents and businesses about details of the event by letter mailed more than two weeks prior to the Commission meeting. Addresses within 300

feet of the event space were notified.

SUMMARY:

The City Commission is being asked to approve the 2022 Common Ground 48th Annual Birmingham Street Art Fair special event to be held September 17 and 18, 2022, with setup to begin Friday, September 16 between 5 and 9 p.m. Street closures will begin at 5 p.m. on Friday, September 16. Teardown will occur on the last day of the event, September 18, from 5:00 – 9:00 p.m.

ATTACHMENTS:

1. Special Event application
2. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area on January 8, 2022. Notification addresses are on file in the Clerk's Office
3. Event site map
4. Hold Harmless Agreement
5. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a special event permit as requested by Common Ground to hold the 48th Annual Birmingham Street Art Fair on Saturday and Sunday September 17 and 18, 2022, contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.

#22-00011707

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

FEES: **FIRST TIME EVENT:** **\$200.00**
 ANNUAL APPLICATION FEE: **\$165.00**

(Please print clearly or type)

Date of Application December 16, 2021

Name of Event Common Ground's 48th Annual Birmingham Street Art Fair

Detailed Description of Event (attach additional sheet if necessary) Fine Art Fair featuring approximately 160 jury selected professional artists, artist demonstrations, and children's art activities. The event serves as an annual fundraiser for Common Ground.

Location Shain Park

Date(s) of Event September 17 & 18 2022 Hours of Event Sat 10am-6pm Sun 10am-5pm

Date(s) of Set-up September 16, 2022 Hours of Set-up 5pm-10pm (5pm street closure w/3 pm

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

Date(s) of Tear-down September 18, 2022 Hours of Tear-down 5pm-9pm

Organization Sponsoring Event Common Ground

Organization Address 1410 South Telegraph, Bloomfield Hills, MI 48302

Organization Phone 248.456.8150

Contact Person Jeffrey Kapuscinski

Contact Phone 248.431.3730

Contact Email jkapuscinski@commongroundhelps.org

II. EVENT INFORMATION

1. Organization Type Non-profit
(city, non-profit, community group, etc.)
2. Additional Sponsors or Participants (Provide name, address, contact person, status, etc. for all additional organizations sponsoring your event.) _____
Producing Partner is the Guild of Artists and Artisans
118 N. Fourth Ave., Ann Arbor, MI 48104 (734 662-3382 ext. 303
3. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary Common Ground
List expected income \$25,000
Attach information about the beneficiary.
4. First time event in Birmingham? YES ☐ NO ☒
If no, describe This will be Common Ground's 48th Annual Birmingham Street Art Fair
5. Total number of people expected to attend per day 30,000+
6. The event will be held on the following City property: (Please list)
☐ Street(s) _____
☐ Sidewalk(s) _____
☒ Park(s) Shain Park
7. Will street closures be required? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]
8. What parking arrangements will be necessary to accommodate attendance? Exhibitors and attendees will use city structures and lots

9. Will staff be provided to assist with safety, security and maintenance? YES ☒ NO ☐

If yes, please provide number of staff to be provided and any specialized training received.

Describe Trained staff and volunteers are on site from move in to move out to ensure safety and provide maintenance. Overnight professional security is contracted for the event.

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

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

Describe Police and paramedics

11. Will alcoholic beverages be served? YES ☐ NO ☒

If yes, additional approval by the City Commission is required, as well as the Michigan Liquor Control Commission.

12. Will music be provided? YES ☒ NO ☐

x Live Amplification Loudspeakers

Recorded Time music will begin Noon

Time music will end 5pm

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

13. Will there be signage in the area of the event? YES ☒ NO ☐

Number of signs/banners Approx 15-20 signs

Size of signs/banners 24" and 36" A-frames

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

14. Will food/beverages/merchandise be sold? YES ☒ NO ☐

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

LIST OF VENDORS/PEDDLERS
(attach additional sheet if necessary)

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

III. I. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles	30	\$10.00 each includes 1 bag For additional bags, the cost is \$32/per case.	Trash box placement and removal of trash is the responsibility of the event. Additional cost could occur if DPS is to perform this work.
Dumpsters	4	\$350.00/per dumpster per day	Includes emptying the dumpster one time per day. The City may determine the need for additional dumpsters based on event requirements.
Utilities (electric)	# of vendors requiring utilities	Varies	Charges according to final requirements of event.
Water/Fire Hydrant		\$224.75/per hydrant Includes the use of 5,000 gallons of water. Any additional water usage will be billed.	Applicant must supply their own means of disposal for all sanitary waste water. Waste water is NOT allowed to be poured into the street or on the grass.
Meter Bags / Traffic Cones / Barricades	# to be determined by the Police Department.		

2. Will the following be constructed or located in the area of the event? YES NO
(show location of each on map) NOTE: Stakes are not allowed.

TYPE	QUANTITY	SIZE
Tents/Canopies/Awnings (A permit is required for tents over 120 square feet)	170	10x10
Portable Toilets	8-10	Reg and Handicap
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Common Ground's 48th Annual Birmingham Street Art Fair

EVENT DATE September 17 & 18, 2022

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

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

 _____
Signature Date 12/16/21

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

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

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



**SPECIAL EVENT REQUEST
NOTIFICATION LETTER**

DATE: January 4, 2022

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

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

EVENT INFORMATION

NAME OF EVENT: **Common Ground's 48th Annual Birmingham Street Art Fair**

LOCATION: **In and around Shain Park, map enclosed**

DATES/TIMES OF EVENT:

Saturday, Sept. 17, 2022, 10am – 6pm and Sunday, Sept. 18, 2022, 10am – 5pm

BRIEF DESCRIPTION OF EVENT/ACTIVITY:

Fine art fair featuring the handmade and original artwork of approximately 160 juried artists and is an important annual fundraiser for Common Ground, which has been serving youths, adults and families in crisis for more than 40 years.

DATES/TIMES OF SET UP:

Friday, Sept. 16, 2022, meters bagged at 3pm and street closings at 5pm with move-in completed by 9pm

DATES/TIMES OF TEAR DOWN: **Sunday, Sept. 18, 2022, from 5pm to 9pm**

DATE/TIME OF CITY COMMISSION MEETING: **Monday, January 24th at 7:30pm**

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

EVENT ORGANIZER: Common Ground (Birmingham Street Art Fair)
ADDRESS: 1410 S. Telegraph
Bloomfield Hills, MI 48302
PHONE: 248.456.8150
Day of Event Contact: Karen Delhey (734)646-8431

Auction Tent

Church

driveway

driveway

15
12
10

1 4 7 9

Tallulah patio

16 19 22 23 25 26 29 32

Food

53 56 59 61 64 68

180 175 172

Library

159

33 36 37 39 42 43 46

171 167 166 164 162 161 159

107 105 104 102

Food 108 109 110 111

Fountain

Food 101 100 99 98

112 114 115 117

85 80 78 76 73 71 69

86 89 92 94 96 97

Pierce

City Hall

Info

Merrill St

158 154 151 148 145 142

Community House

Bates St

129 125 123 121 118 130 133 135 137 141

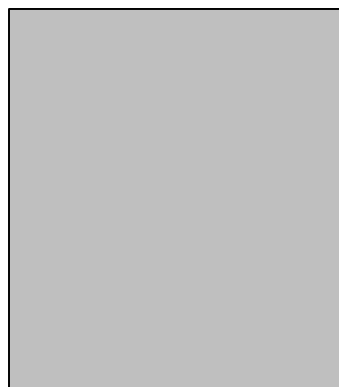
Kid's Art Activities

Parking Lot

Merrill St

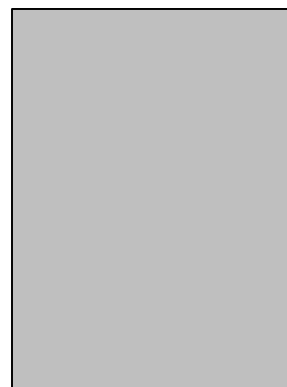
Henrietta St

The Townsend Hotel



Townsend St.

Common Ground's 48th Annual Birmingham Street Art Fair 2022





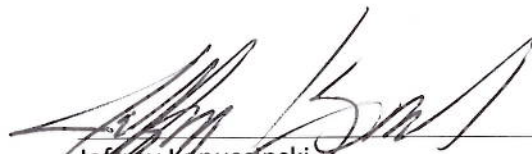
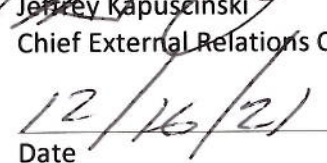
Common Ground

helping people move from crisis to hope

December 16, 2021

Hold Harmless Agreement

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


Jeffrey Kapuscinski
Chief External Relations Officer

Date



December 16, 2021

Hold Harmless Agreement

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

Karen Delhey

Karen Delhey
Executive Director

December 16, 2021

Date

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

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

DEPARTMENT APPROVALS

EVENT NAME: 2022 Common Ground Street Art Fair

LICENSE NUMBER: 22-00011707

COMMISSION HEARING DATE: January 24, 2022

NOTE TO STAFF: Please submit approval by January 6, 2022

DATE OF EVENT: September 17-18, 2022

DEPARTMENT	APPROVED	COMMENTS	PERMITS REQUIRED (Must be obtained directly from individual departments)	ESTIMATED COSTS (Must be paid two weeks prior to the event. License will not be issued if unpaid.)	ACTUAL COSTS (Event will be invoiced by the Clerk's office after the event)
PLANNING 101-000.000-634.0005 248.530.1855	N. Dupuis	N/A	N/A	\$0	\$0
BUILDING 101-000.000.634.0005 248.530.1850	MJM		Tents over 400 sqft.	\$221.47	
FIRE 101-000.000-634.0004 248.530.1900	JDP	Follow all current MDHHS COVID-19 Guidelines. Crowd Managers required for every 250 persons on event grounds per International Fire Code '15 Sec. 403. Contact Fire Marshal for language and requirements 1 month prior to event. Tent inspections required 400 sq. ft +, also flame retardant certificate required. Exit signs required on tents over 400 sq. ft. with a minimum of 2 exits. Fire extinguishers to be mounted on all tents regardless of size of tent. Extinguisher size: 3A:40:b:C 5 lb. ABC extinguisher type.	Field inspection prior to event.	\$0.00	

		Food service areas will be inspected for safety (cooking fuel fire cooking appliances / mediums, generators, etc.) No gas or fuel cans on premises. Only allowed during refill of gas appliances. Remove immediately from event grounds. Generators shall be 25 feet from tents. Carbon monoxide and smoke detectors required in tents using fuel fired appliances. Provide wire bridge protectors for extension cords to prevent damage to cords and trip hazards. Food service trucks shall have commercial hoods inspected and service tags (cleaning and suppression maintenance) shall be up to date and properly tagged prior to event and inspection. Do not block fire hydrants, roads that are not permitted to be blocked during event. Fire Lanes must be maintained at 20 foot wide. Final layout approval by the Fire Marshal.			
POLICE 101-000.000.634.0003 248.530.1870	SG	Personnel and Barricades		\$1660	
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Includes barricade placement, dumpster rental, trash boxes and trash removal as requested.		\$3,000	
ENGINEERING 101-000.000.634.0002 248.530.1839	SDZ	Must pull obstruction permit for road closure.	Obstruction Permit	\$65	

SP+ PARKING	RW	Parking available on street and at structures	None	\$0	\$0
INSURANCE 248.530.1807		Need to submit CoI by 9/2/22. Hold-harmless agreement submitted 12/17/21.	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803	CW	Notification letters mailed by applicant no later than 1/4/22. Notification addresses on file in the Clerk's Office. Evidence of required insurance must be on file with the Clerk's Office no later than 9/2/22.	Applications for vendors licenses must be submitted no later than 9/2/22.	\$165 pd 12/17/21	
				TOTAL DEPOSIT REQUIRED \$4,946.47	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

Clerk's Office

DATE: January 20, 2022

TO: Tom Markus, City Manager

FROM: Alexandria Bingham, City Clerk
Christina Woods, Deputy City Clerk

SUBJECT: Set date for City Commission's review of 2021 Liquor License
and consideration of 2022 Liquor License renewals

INTRODUCTION:

Annually, the City Commission reviews and considers renewal of liquor licenses of Birmingham establishments which sell intoxicating liquor for consumption on premises. The Commission is requested to set the date of Monday, February 28, 2022 at 7:30 PM for the review and renewal of the licenses, as required by Chapter 10, Alcoholic Liquors of the Birmingham Code of Ordinances.

BACKGROUND:

After reviewing the results of the annual investigation by the Building, Planning, Police, Fire and Finance Departments, the City Commission considers renewal of all existing licenses for consumption of intoxicating liquor on the premises in the city.

LEGAL REVIEW:

The City Attorney has reviewed the process for this renewal plan and has no objections.

FISCAL IMPACT:

There is no fiscal impact relating to setting the Commission Meeting date for Liquor License consideration and renewal.

PUBLIC COMMUNICATIONS:

License holders were notified via certified mail of upcoming review process and to apply for renewals by December 31st 2021. License holders will be notified via standard mail regarding Commission date for review and renewals once date is approved by Commission.

SUMMARY:

The City Commission is being asked to set a date to review Birmingham Liquor Licenses from 2021 and to consider renewal for these licenses for 2022.

ATTACHMENTS:

None

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution setting Monday, February 28, 2022 at 7:30 PM to consider the renewal of all existing liquor licenses in the city.



MEMORANDUM

Department of Public Services

DATE: January 14, 2022

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: MITN Fuel Cooperative Purchasing Program – Contract Extension

INTRODUCTION:

The City of Birmingham is a member of the Michigan Intergovernmental Trade Network (MITN) Fuel Cooperative Purchasing program led by the City of Sterling Heights. This fuel cooperative includes 19 member communities in the Macomb, Oakland and Wayne County region. Annually, through this cooperative bid, approximately 3,000,000 gallons of gasoline and 1,300,000 gallons of diesel fuel are purchased.

The City of Sterling Heights along with the other member communities recommend extending the bid award with RKA Petroleum at the unit pricing bid for an additional two years. On December 7, 2021, the bid extension was approved and awarded to RKA Petroleum for two additional (2) years by the Sterling Heights City Council. Effective February 1, 2022, RKA Petroleum will be the sole fuel supplier for both tank wagon and truck transport deliveries of gasoline and diesel fuel through January 31, 2024.

BACKGROUND:

The City of Birmingham has been a cooperative member since its inception and participates with this fuel bid purchase program. The City of Birmingham has two underground storage tanks (UST) at DPS, the diesel tank is 6,000 gallons and the gasoline tank is 11,600 gallons. The golf courses both house two tanks of each fuel at 550 gallons per tank.

The City of Birmingham purchases approximately 56,000 gallons of gasoline and 34,000 gallons of diesel fuel per fiscal year to power the City's fleet of automobiles, trucks, equipment and generators. The total annual expenditure for our fuel purchases are approximately \$200,000.

RKA has been a reliable vendor, having satisfactorily performed under many previous MITN fuel purchasing cooperative contracts. Increasing costs, which include rising fuel costs and driver shortages, have been well-publicized, locally and across the nation. By them offering to extend at unit pricing bid for an additional two years, RKA Petroleum values the long-term relationship with the fuel cooperative and the importance of supplying fuel to the local government business sectors at the lowest prices possible.

The bid is structured so that MITN fuel purchasing cooperative members pay for fuel based upon the per-gallon wholesale rack average published daily by the Oil Price Information Service (OPIS) for the Detroit Michigan market, plus a delivery fee (Bid Factor) per gallon. Gasoline and diesel

fuel are purchased and delivered by truck transport for quantities of fuel greater than 5,000 gallons, and by tank wagon for amounts less than 5,000 gallons.

LEGAL REVIEW:

Legal counsel has reviewed the cooperative agreement and has no objection to either form or substance of this two-year contract extension with the same terms and conditions. Also, Section 2-283 of the City Code, provides that the City shall have the authority to join with other units of government in cooperative purchasing plans when the best interest of the City would be served thereby.

FISCAL IMPACT:

Funds for these purchases are available in the Auto Equipment Fund - Fuel expense account #641-441.006-737.0000.

PUBLIC COMMUNICATIONS:

This does not apply to this purchase.

SUMMARY:

The City of Birmingham supports the recommendation of the City of Sterling Heights to extend the terms and conditions for two additional years with RKA Petroleum. The extension will be effective February 1, 2022, through January 31, 2024.

ATTACHMENTS:

Attached is the City of Sterling Heights Motion Certification and corresponding agenda packet.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the two-year extension of the bid award for truck transport and tank wagon deliveries of gasoline and diesel fuel provided by RKA Petroleum Companies, Inc., 28340 Wick Rd., Romulus, MI 48174, only, at the existing unit prices through January 31, 2024. Funds for this purchase of gasoline and diesel fuels are budgeted in Auto Equipment Fund – Fuel Expense account #641-441.006-737.0000.



CITY OF
Sterling Heights
Innovating Living

Richard J. Notte Sterling Heights City Center
City Hall
40555 Utica Rd. | P.O. Box 8009
Sterling Heights, MI | 48311-8009

TEL 586.446.CITY (2489) **FAX** 586.276.4077
cityhall@sterling-heights.net | www.sterling-heights.net
facebook.com/cityofsterlingheights | twitter.com/sterlingheights

City Council

<i>Mayor</i>	Michael C. Taylor
<i>Mayor Pro Tem</i>	Liz Sierawski
<i>Councilwoman</i>	Deanna Koski
<i>Councilman</i>	Michael V. Radtke Jr.
<i>Councilwoman</i>	Maria G. Schmidt
<i>Councilman</i>	Henry Yanez
<i>Councilwoman</i>	Barbara A. Ziarko

City Manager Mark D. Vanderpool

CERTIFICATION

I, Melanie D. Ryska, City Clerk of the City of Sterling Heights, do hereby certify that the following action was taken at the regular City Council meeting of December 07, 2021:

Moved: Koski

Seconded: Ziarko

Resolved, to extend the bid award for truck transport and tank wagon deliveries of gasoline and diesel fuel to RKA Petroleum Companies, Inc., 28340 Wick Rd., Romulus, MI 48174, only, at the existing unit prices through January 31, 2024.

The motion carried. 7/0.



Melanie D. Ryska

Melanie D. Ryska, City Clerk



Business of the City Council Sterling Heights, Michigan

Meeting: 12/07/2021
Item No: 6-I

AGENDA STATEMENT

Item Title: To extend a bid award for the purchase of gasoline and diesel fuel for a two-year period at unit prices bid (Annual estimated cost of \$600,000).

Submitted By: Office of Purchasing

Contact Person/Telephone: Mark Carufel, Purchasing Department - 586.446.2741

Administration Approvals:

MR City Clerk

JV Finance & Budget Director

MK City Attorney

MV City Manager

Executive Summary

The City of Sterling Heights purchases approximately 200,000 gallons of gasoline and 100,000 gallons diesel fuel annually to power the City's fleet of automobiles, trucks, equipment, and generators. This commodity is currently being purchased via a Michigan Intergovernmental Trade Network (MITN) fuel purchasing cooperative bid that includes 18 member municipalities situated in Macomb, Oakland and Wayne County. Sterling Heights is the host community for this MITN cooperative bid. Cumulatively, approximately three million gallons of gasoline and one million gallons of diesel valued at more than \$12 Million are purchased annually through this MITN cooperative bid.

The bid is structured so that MITN fuel purchasing cooperative members pay for fuel based on the per gallon wholesale rack average as published daily by the Oil Price Information Service (OPIS) for the Detroit Michigan market, plus a delivery fee (Bid Factor) per gallon. Gasoline and diesel fuel are purchased and delivered by truck transport for quantities of fuel greater than 5,000 gallons, and by tank wagon for quantities less than 5,000 gallons. Bid pricing expires on January 31, 2022, and upon mutual consent of the City / MITN cooperative, can be extended for an additional two (2) years at unit pricing bid.

In December 2019, City Council split the award of the bid for purchase of gasoline and diesel fuel as follows:

- A. For truck transport (deliveries greater than 5,000 gallons) - To RKA Petroleum Companies, Inc. and Petroleum Traders Corporation; and,
- B. For tank wagon (deliveries less than 5,000 gallons) - To RKA Petroleum Companies, Inc and Atlas Oil Company.

The 2019 City Council action further provided an option to extend the bid award an additional two (2) years upon mutual consent.

Due to current economic factors such as rising fuel costs, increasing labor costs for delivery, and a shortage of qualified drivers to deliver fuel, conducting a new invitation to bid for the purchase of gasoline and diesel fuel is not recommended at this time. The Office of Purchasing has contacted the three vendors that were recipients of the split bid award in 2019 to secure their respective consent on a two-year extension at unit pricing bid. RKA Petroleum has agreed to a mutual extension at the 2019 unit pricing for Truck Transport and Tank Wagon deliveries of gasoline and diesel fuel. Petroleum Traders Corporation and Atlas Oil Company have both declined the extension request citing increasing costs of fuel delivery.

The Office of Purchasing is recommending that City Council extend the bid award to RKA Petroleum for truck transport and tank wagon deliveries of gasoline and diesel fuel for an additional two (2) years at unit pricing bid. The extension period is February 1, 2022 through January 31, 2024. It is the consensus of the MITN cooperative members to extend the bid award.

RKA Petroleum Companies, Inc. is a long-term fuel delivery vendor for the MITN cooperative bid hosted by Sterling Heights. This vendor has proven to be reliable and its performance merits the recommended extension. Please refer to the attached supporting documentation for additional information.

Suggested Action:

Resolved, to extend the bid award for truck transport and tank wagon deliveries of gasoline and diesel fuel to RKA Petroleum Companies, Inc., 28340 Wick Rd., Romulus, MI 48174, only, at the existing unit prices through January 31, 2024.



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cityhall@sterling-heights.net | www.sterling-heights.net

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November 12, 2021

Kacey Spell, Wholesale Sales Manager
RKA Petroleum Companies, Inc.
28340 Wick Road
Romulus, MI 48174

Via Email: kspell@rkapetroleum.com

Re: Two-Year Contract Extension

Dear Ms. Spell:

The City of Sterling Heights is the lead agency for the cooperative purchase of gasoline and diesel fuel under ITB-SH19-064. RKA Petroleum Companies, Inc. was awarded a contract for truck transport and tank wagon deliveries per unit prices in your bid dated December 9, 2019 for a two-year period. The bid specifications included an option to extend for two (2) additional years through mutual consent, under the same terms and conditions.

As the lead agency on this bid, Sterling Heights is recommending to the cooperative members the extension of the contract an additional two years, from February 1, 2022 through January 31, 2024.

Based on phone conversations and emails with staff from the Purchasing Department it is my understanding that RKA Petroleum is in agreement with this extension. To formalize this agreement to mutually extend the bid award, please sign the enclosed form which indicates your acknowledgement and consent to extend the Cooperative's purchase of truck transport and tank wagon deliveries of gasoline and diesel fuel from RKA Petroleum Companies, Inc. for an additional two-year period, honoring all terms and conditions of the present contract, effective upon Sterling Heights' City Council approval, and cooperative member approval, when applicable.

At your earliest convenience, please email the completed form to me at shpurchasing@sterling-heights.net

If you have any questions, I can be reached at (586) 446-2741.

Sincerely,

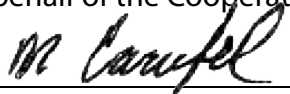
Mark Carufel
Purchasing Manager
Enclosure

TRUCK TRANSPORT AND TANK WAGON DELIVERIES OF GASOLINE AND DIESEL FUEL
TWO-YEAR EXTENSION OF CONTRACT AT UNIT PRICES BID
ITB-SH19-064

The signatures below serves as confirmation that RKA Petroleum Companies, Inc. is in receipt of a letter from the City of Sterling Heights (lead agency in the fuel purchasing cooperative), dated November 12, 2021 from Purchasing Manager Mark Carufel.

RKA Petroleum Companies, Inc., 28340 Wick Road, Romulus, MI 48174 acknowledges the City's / Cooperative's request and mutually agrees to extend the contract for the purchase of truck transport and tank wagon deliveries of gasoline and diesel fuel for an additional two-year period, through January 31, 2024, at unit prices stated in the bid of December 9, 2019, all other terms and conditions remain the same. This extension shall be binding upon final review and approval by the City of Sterling Heights City Council, and approval by the respective cooperative members, when applicable.

PREPARED BY:
(On behalf of the Cooperative)

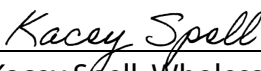


Mark Carufel, Purchasing Manager
City of Sterling Heights

11/12/21

Dated

REVIEWED AND ACCEPTED BY:
RKA Petroleum Companies, Inc.



Kacey Spell, Wholesale Sales Manager

11/12/21

Dated

CITY OF STERLING HEIGHTS
ITB-SH19-064: TRUCK TRANSPORT AND TANK WAGON
DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL

BID TABULATION - RKA TANK WAGON
PRICING EXTENDED FOR TERM OF 2/1/22 THROUGH 1/31/24

			BID AWARD			
			RKA Petroleum Co			
Commodity	Cooperative Estimated Gallons	OPIS Rack Average 11-24-21	Add/gal	+ / - Bid Factor	Net Price/gal	Ext Total
Unleaded 87	214,500	\$ 2.3580		+.0769	\$2.4349	\$522,286.05
Unleaded Mid-Grade 89	177,800	\$ 2.6097		+.0247	\$2.6344	468,396.32
ULS Diesel #2	85,100	\$ 2.4427		+.0870	\$2.5297	215,277.47
ULS Diesel #2 Premium	39,000	\$ 2.4427	0.0245	+.0870	\$2.5542	99,613.80
ULS Diesel #2 Dyed	101,000	\$ 2.4530		+.0870	\$2.5400	256,540.00
Totals						\$1,562,113.64
Winter Additive Typically November - March			\$0.0245 / gal			
Short load charge - Less than 5,000 Gal			\$100 for less than 150			
Volume/Gallons, SE MI			100,000,000			
Split order charge			\$35			
Delivery Time			24 - 48 hours			

OPIS Detroit Michigan Rack Average on 11/24/19 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal \$0.001/gal for the Federal Leaking Underground Storage Tank Fee and \$0.01/gal for the Michigan Underground Storage Tank Fee. Mandatory Federal and State fees subject to change

CITY OF STERLING HEIGHTS
ITB-SH19-064: TRUCK TRANSPORT AND TANK WAGON
DELIVERIES OF UNLEADED GASOLINE AND DIESEL FUEL

BID TABULATION - RKA TRUCK TRANSPORT
PRICING EXTENDED FOR TERM OF 2/1/22 THROUGH 1/31/24

			BID AWARD			
			RKA Petroleum Co			
Commodity	Cooperative Estimated Gallons	OPIS Rack Average 11-24-21	Add/gal	+ / - Bid Factor	Net Price/gal	Ext Total
Unleaded 87	2,232,000	\$ 2.3580		-0.04660	\$2.31140	\$5,159,044.80
Unleaded Mid-Grade 89	325,000	\$ 2.6097		-0.06780	\$2.54190	826,117.50
ULS Diesel #2	641,000	\$ 2.4427		-0.02900	\$2.41370	1,547,181.70
ULS Diesel #2 Premium	408,000	\$ 2.4427	0.0245	-0.02900	\$2.43820	994,785.60
Totals						\$8,527,129.60
Winter Additive Typically November - March					\$0.0245 / gal	
Short load charge - (5,000-8,000 gals)					\$50	
Volume/Gallons, SE MI					100,000,000	
Split order charge					\$35	
Delivery Time					24 - 48 hours	

OPIS Detroit Michigan Rack Average on 11/24/21 10:00 AM Report used as pricing benchmark.

For all bid pricing above, add to price / gal \$0.001/gal for the Federal Leaking Underground Storage Tank Fee and \$0.01/gal for the Michigan Underground Storage Tank Fee. Mandatory Federal and State fees subject to change

MICHIGAN INTERGOVERNMENTAL TRADE NETWORK
FUEL PURCHASING COOPERATIVE – PARTICIPATING PUBLIC ENTITIES

City of Birmingham

City of Rochester Hills

Township of Clinton

City of Royal Oak

City of Farmington Hills

City of St. Clair Shores

City of Grosse Pointe Woods

City of Southfield

Huron Clinton Metro Parks

City of Sterling Heights

City of Livonia

City of Troy

Macomb County Dept of Roads

City of Warren

City of Madison Heights

Township of Waterford

City of Novi

Township of West Bloomfield

Oakland County

AND ANY PUBLIC ENTITY IN SE MI PURCHASING FUEL VIA THE COOPERATIVE.

DATE: January 10, 2022

TO: Thomas M. Markus, City Manager

FROM: Lauren A. Wood, Director of Public Services

SUBJECT: Emergency Repair – Isuzu Garbage Truck #91

INTRODUCTION:

City vehicle #91 is a 2018 Isuzu garbage dump truck was taken to an Isuzu dealer for diagnosis. They found the entire exhaust system needed replacing due to plugged sensors and converters.

On December 22, 2021, the Department of Public Services (DPS) requested an emergency authorization to repair this equipment, which is critical to the operation. The parts and labor are provided by Isuzu, the sole supplier and manufacturer of the vehicle.

BACKGROUND:

This smaller trash truck is the only one of this size. It typically is replaced every 15-20 years. DPS uses this smaller type of truck daily to empty trash receptacles throughout the City.

The cost of the repair is \$8,652.60, which will be charged to the Auto Equipment Fund account #641-441.006-933.0200.

LEGAL REVIEW:

Legal counsel has reviewed the purchase of this item and concurs with the City Manager's authorization to proceed with an emergency purchase allowable under Sec. 2-286 of the City Code.

FISCAL IMPACT:

The Ed Rinke Isuzu dealership has repaired the vehicle in the amount of \$8,652.60. Funds are available in the Auto Equipment Fund account #641-441.006-933.0200.

PUBLIC COMMUNICATIONS:

This does not apply to this purchase.

SUMMARY:

The Department of Public Services requests City Commission confirmation of the City Manager's authorization to proceed with emergency repairs related to vehicle #91.

ATTACHMENTS:

There are no attachments for this item.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to confirm the City Manager's authorization for the emergency expenditure related to the repair of vehicle #91 by Ed Rinke Isuzu for \$8,652.60, the sole supplier of the parts, to be charged to the Auto Equipment account #641-441.006-933.0200, pursuant to Sec. 2-286 of the City Code.



MEMORANDUM

Engineering Department

DATE: January 19, 2022

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, P.E., Consulting City Engineer

SUBJECT: Professional Services Agreements for Elevated Water Tank Rehabilitation Project – Dixon Engineering

INTRODUCTION:

Inspections of both City elevated water tanks were completed in 2021, and recommendations were made for rehabilitation, repairs, and safety improvements of the various tank components for each water tank. The Engineering Department has planned for completion of this work in FY 21/22 and FY 22/23. Dixon Engineering specializes in providing professional design engineering, construction engineering and inspection services for water tank projects, and we are recommended that the City engages them to provide those services for the upcoming projects.

BACKGROUND:

Dixon Engineering performed the maintenance inspections on both water tanks, called the Derby Tank and Hunter Tank, in June, 2021, and provided recommendations for necessary rehabilitation, repairs, and safety improvements to each of the tanks. High pressure cleaning and over-coating the exterior with a fluoropolymer coating system (the “paint”) was recommended to be completed in “one to two years.” The Engineering Department would like to complete all of the recommended repairs as part of an upcoming project in 2022. As coating systems continue to degrade, the amount of underlying repairs and associated costs can increase substantially. In addition, safety improvements are needed to bring both tanks into compliance with current OSHA regulations and State of Michigan, Department of Environment, Great Lakes and Energy (EGLE) requirements. The water tank rehabilitation project is in the budget for FY 21/22 for the Derby Tank, and FY 22/23 for the Hunter Tank.

Dixon Engineering is a specialty engineering company that focuses on water tanks, and provides professional services for maintenance inspection, design engineering, and construction inspection of water tank projects. The City has worked with Dixon Engineering for many years for services related to the elevated water tanks. Dixon Engineering also provides services for SOCWA on their storage tank systems. The Engineering Department considers Dixon Engineering to be uniquely qualified to perform the proposed services, and recommends the usual request-for-proposal process be waived to allow a sole-source award of this agreement.

The proposed agreements are for design, as well as construction engineering and inspection services, for the rehabilitation projects planned for both of the City’s water tanks, for an amount not to exceed \$88,200.00. The Engineering Department intends to

include the proposed work on both tanks into one project that will be bid later this spring, with the work to be completed in the summer and fall of 2022. We note that this tentative schedule is dependent upon contractor availability and supply of materials, and there is a possibility that work on one of the tanks would be postponed until the spring of 2023 if there is a delayed start to construction.

LEGAL REVIEW:

The City Attorney has reviewed the agreements and find them satisfactory for the City to enter into with Dixon Engineering.

FISCAL IMPACT:

This total estimated cost for these professional services is \$44,750.00 for the Derby Tank and \$43,450.00 for the Hunter Tank, or \$88,200.00 in total, and will be charged to the Water Fund, Public Improvements, account number 591-537.003-981.0100.

PUBLIC COMMUNICATIONS:

Public communications will not be necessary for the design phase of the project. As the start of construction nears, neighboring property owners will be contacted to inform them of the project and what to expect during construction.

SUMMARY

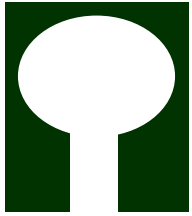
The Engineering Department recommends that Dixon Engineering be engaged to provide professional services for design, and construction engineering and inspection, for the water tank rehabilitation projects, as a sole-source provider for these services.

ATTACHMENTS:

- Dixon Engineering Letter and Signed Agreement for Derby Tank
- 2021 Maintenance Inspection Report for Derby Tank
- Dixon Engineering Letter and Signed Agreement for Hunter Tank
- 2021 Maintenance Inspection Report for Hunter Tank

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the agreements for professional services for design, and construction engineering and inspection, of the water tank rehabilitation projects, to the sole-source provider, Dixon Engineering in an amount not to exceed \$88,200.00. In addition, to authorize the Mayor to sign the agreements on behalf of the City. Funding for these services are budgeted in Water Fund, Public Improvements account number 591-537.003-981.0100.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

July 27, 2021

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: James Surhigh, P.E.

Re: 500,000 Gallon Radial Arm Water Storage Tank (Derby)
Maintenance Inspection

Dear Mr. Surhigh:

Please find enclosed the above referenced report for the 500,000 gallon radial arm water storage tank. The inspection was completed on June 16, 2021. The report consists of: 1) cover page; 2) conclusions and recommendations; 3) detailed report; 4) Field Inspection Report (FIR); 5) photographs and descriptions; and 6) flash drive.

Brief explanation: 1) The cover page is self-explanatory. 2) Conclusions and recommendations explain in short form what was found on the tank and what DIXON recommends for repair and maintenance of the tank. 3) This section is the long report that goes into detail to explain what exactly was found and why DIXON makes the recommendations. 4) Field Inspection Report (FIR) is the form that was completed when the inspection team was on-site and includes the dimensions and conditions of the tank. 5) Photographs and descriptions give the Owner a visual record of the condition of the tank and appurtenances. 6) Flash drive is an Adobe PDF format of the complete report and photos for your convenience.

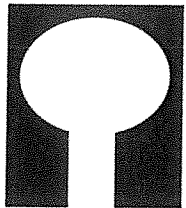
If you have any questions or concerns, please call me at (616) 374-3221 ext. 310.

Thank you for choosing DIXON for your inspection needs.

FOR DIXON ENGINEERING, INC.,

Thomas Rounds
Project Manager

Enclosures



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **City of Birmingham, Michigan** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Contract Documents, Project Administration, Preconstruction Meeting, Miscellaneous Meeting, Weld Observation, Exterior Coating Observation, Cathodic Protection, and One (1) Year Exterior Warranty on the 500,000 Radial Arm (Derby)** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount **\$44,750.**

Proposals / Agreement Signatures

Thomas Rounds, Project Manager November 22, 2021

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

SEE "OWNER" SIGNATURE PAGE AT END OF AGREEMENT

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

Thomas Rounds Project Manager 11/21/2021
AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: James Surhigh, P.E.

Address for Owner's receipt of notices:

City of Birmingham

151 Martin St.

Birmingham, MI 48012

Email: cityengineer@bhamgov.org

Designated Person: Thomas Rounds

Address for DIXON's receipt of notices:

Dixon Engineering, Inc.

1104 Third Ave.

Lake Odessa, MI 48849

Email: tom.rounds@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON, EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
10. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
11. If Owner agrees, issue Notice of Award to recommended Bidder.
12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.

C. Bidding and Contract Documents Phase-Owner Responsibilities

1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.

2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Attend miscellaneous meeting when needed.
4. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
5. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high (HPWC) pressure water blast cleaning meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.

- i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
- 7. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.
- 8. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Complete observation of immediate neighbors from air for any possible roof damage.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

- A. Basic Services:
 - 1. Warranty Observation - Exterior only:
 - a. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages or any item which fails to meet warranty requirements of prior paint contract.
 - b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair.
- B. Post Construction Phase - Owner's Responsibilities:
 - 1. Warranty Observation - Exterior only:
 - c. Provide scheduling for mutually agreeable inspection date.
 - d. Provide access to DIXON personnel to all areas scheduled for inspection.
 - e. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 - 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 - 2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
 - 3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 - 4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are

required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.00 Selection of Full Time vs. Daily RPR

- A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
- B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:

- A. Minimum Hourly and Weekly requirements.
 1. Daily RPR Services -8 hours per day plus travel time and mileage.
 2. Full Time RPR Services:
 - a. Minimum workday - 8 hours.
 - b. Minimum 40-hour work week except first and last week. If the Contractor is working more than 40 hours then the Observer is also working more than 40 hours, if work being completed rises to the level of reporting.
 - c. Actual Mobilization and Demobilization Time and Reimbursable Expenses. Reimbursable expenses include expenses incurred on dates of no work, mobilization, and demobilization days.

C3.02 Hold Point Observations:

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Four Thousand, Seven Hundred, Fifty Dollars, \$44,750** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$4,800	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.03-Preconstruction Meeting			\$1,350	Unit Price
A1.03-Miscellaneous Meeting			\$1,350	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$1,500	Lump Sum
A1.03-RPR Services Weld	3	\$1,250	\$3,750	Unit Price
A1.03-RPR Critical Phase Coating	20	\$1,250	\$25,000	Unit Price
A1.03-Cathodic Protection	2	\$1,250	\$2,500	Unit Price
A1.04-Warranty Observation			\$3,500	Lump Sum
Total			\$44,750	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$170.00-\$187.00	\$255.00-\$280.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$118.00-\$155.00	\$177.00-\$233.00
DIXON Level 2 or NACE Level 2 RPR	\$107.00-\$135.00	\$160.00-\$203.00
DIXON Level 1 or NACE Level 1 RPR	\$96.00-\$117.00	\$144.00-\$175.00
Contract Support Staff	\$123.00-\$150.00	\$185.00-\$225.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$158.00 per diem	\$148.00 per diem
Meals	\$52.00 per diem	\$48.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2022 (Revised: 8/16/2021)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. **Effective Date of Termination:** The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. **Payments Upon Termination:**
 1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.

- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

GP1.08 Confidential And Or Proprietary Information:

DIXON 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. DIXON recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, DIXON agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. DIXON 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. DIXON further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

GP1.09 Independent Contractor:

DIXON and the City agree that DIXON is acting as an independent contractor with respect to DIXON'S role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither DIXON 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 DIXON 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. DIXON 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.

GP1.10 Compliance With Laws:

DIXON 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 DIXON is subject, DIXON 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.

(Continued on Page 20A)

EXHIBIT IR: Agreement Between
Owner and DIXON

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

GP1.11 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 DIXON, either by offset to any amounts due and owing DIXON 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; DIXON agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

GP1.12 Indemnification:

To the fullest extent permitted by law, DIXON and any entity or person for whom DIXON 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 DIXON 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.

GP1.13 COVID:

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

**EXHIBIT IR: Agreement Between
Owner and DIXON**

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

Agreement

Owner: City of Birmingham

Page 20A of 22

Exhibits A, C, E, GP, IR

Contract No.: 22-64-14-02

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

A. The limits of liability for the insurance required on this project are as follows:

B. By DIXON:

1. Workers' Compensation:	Statutory
2. Employer's Liability --	
1) Bodily injury, each accident:	\$1,000,000
2) Bodily injury by disease, each employee:	\$1,000,000
3) Bodily injury/disease, aggregate:	\$1,000,000
3. General Liability --	
1) Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
2) General Aggregate	\$2,000,000
4. Excess or Umbrella Liability	
1) Per Occurrence:	\$5,000,000
2) General Aggregate:	\$5,000,000
5. Automobile Liability	
1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
6. Professional Liability --	
1) Each Claim Made	\$2,000,000
2) Annual Aggregate	\$2,000,000

C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.

F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.

G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

1104 Third Avenue Lake Odessa, MI 48849

Telephone: (616) 374-3221

Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: ("Effective date") between City of Birmingham, Michigan ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

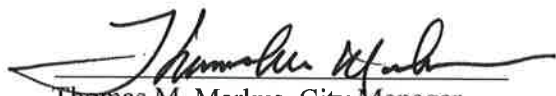
IN WITNESS WHEREOF, this signature page demonstrates that the ("Owner") and ("DIXON") have executed this Agreement. Dixon has executed this Agreement on page 1. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Contract Documents, Project Administration, Preconstruction Meeting, Miscellaneous Meeting, Weld Observation, Exterior Coating Observation, Cathodic Protection, and One (1) Year Exterior Warranty on the 500,000 Radial Arm (Derby) ("Project

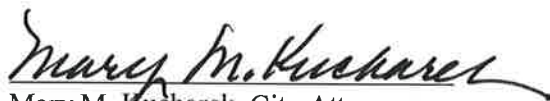
CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

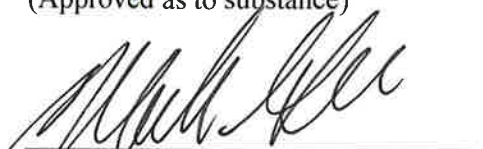
By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


Thomas M. Markus, City Manager
(Approved as to substance)


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


Jim Surhigh, Consulting City Engineer
(Approved as to substance)


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

Dixon Engineering, Inc.

Maintenance Inspection

500,000 Gallon Radial Arm
(Derby)

Birmingham, Michigan

Inspection Performed: June 16, 2021
Reviewed by Joseph T. Hoban, P.E.: July 22, 2021

Phone (616) 374-3221
Fax (616) 374-7116
<http://www.dixonengineering.net>
dixon@dixonengineering.net

Dixon Engineering Inc.

1104 Third Ave. Lake Odessa, MI 48849

CONCLUSIONS:

1. The exterior coating is a urethane system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate with rust undercutting and clear coat failures. There are only a few coating failures throughout.
2. The dry interior coating is an epoxy system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate.
3. The wet interior coating is an epoxy system. The coating is in good condition overall. Below the high-water level coating deterioration includes spot failures to the substrate and rust bleedthrough on the sidewall, access tube, and riser. Above the high-water level coating is deteriorating at the gap between the roof stiffeners and roof plate.

RECOMMENDATIONS (GENERAL AND IMMEDIATE WORK):

Annually inspect the roof vent, hatches, and any other health or security items on the structure. The work could be performed by in-house personnel or contracted as part of a regular maintenance program.

Schedule regular cleanings and inspections of the tank by an independent third party once every five years as recommended by AWWA.

1. Repair the damaged cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.

RECOMMENDATIONS (IMMEDIATE WORK TO MEET EGLE REQUIREMENTS):

EGLE may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

1. Install a handrail on the roof to meet current EGLE requirements. Install a painter's railing on the roof around the new handrail. The estimated cost is \$25,000.
2. Modify the overflow pipe discharge so the air gap is 12 to 24 inches to bring it into compliance with current EGLE requirements. Install a flap gate or duck bill check valve at the discharge. The estimated cost is \$4,000.
3. Replace the threaded sample tap on the fill/draw pipe with a smooth ended sample tap as required by the EGLE. The work can be performed by in-house personnel.

RECOMMENDATIONS (WITH THE NEXT PAINT PROJECT):

Complete the recommended work in one to two years. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

1. High pressure water clean and overcoat the exterior with a fluoropolymer system. The estimated cost is \$160,000.
2. Spot abrasive blast clean the spot coating failures in the dry interior. Spot repaint all prepared surfaces with an epoxy coating system. The estimated cost is \$5,000.
3. Coat the foundations to help prevent further deterioration. The cost would be incidental to exterior painting.
4. Repair areas of missing or damaged grout between the steel baseplates and the concrete foundations. The estimated cost is \$2,000.
5. Install rigging couplings on the roof for temporary fall prevention of workers in the wet interior. The cost would be incidental to the next painting project.
6. Replace the damaged aviation lights. The estimated cost is \$6,000.
7. Remove the light fixture in the wet interior and have an electrician determine cause of the inoperable dry interior light fixtures. The estimated cost is \$2,000.
8. Install rigging couplings on the bowl. The cost would be incidental to the next painting project.
9. Install a concrete catch basin under the overflow pipe discharge. The estimated cost is \$4,000.
10. Install a 30 inch diameter riser manway. The estimated cost is \$10,000.
11. Install a handhold at the wet interior roof hatch. The handhold would assist the climber while entering and exiting the opening. The cost would be incidental to the next painting project.
12. Install a wet interior ladder that is equipped with a fall prevention device. The estimated cost is \$10,000.
13. Install hinges on the riser grate cover over the top of the riser. The estimated cost is \$1,000.

A DISCUSSION ON RESCUE AND RETRIEVAL OPERATIONS FROM ELEVATED STORAGE TANKS

Working on elevated water storage tanks is inherently dangerous. OSHA regulations give guidelines for the climbing on elevated structures. Contractors and Engineers/Consultants are responsible for their own employees, but even with safety training and proper equipment, accidents can occur. Most rescue squads are local or neighboring fire departments, with some departments having more experience than others. Water storage tanks are designed to store water and are not suited for rescue or retrieval convenience. We recommend that you meet with your local rescue personnel and draft a rescue plan. A copy of the plan should be kept at the tank and with the rescue crew.

OSHA does not require 30 inch manways or hatches but for rescue purposes 30 inch openings would allow enough room for a rescue basket with an injured person on it to pass through. Smaller openings may not be sufficient for retrieval.

Rescue personnel would gain access to the injured person using the existing ladders while attached to fall prevention devices. If possible, the basket would be lowered through the riser and out the opening in the bottom. If needed, the rescue crew would work from the roof inside a handrail. A tripod would be used to attach a winch to the basket. If the basket cannot fit through the riser then it would need to be raised to the roof.

From the roof it is possible to lower the basket over the side to ground level, but that would require a very large winch and increased loading on the attachment point. On a rainy, windy, or snowy day, the objective would be to get rescue personnel off the roof as soon as possible, so lowering through the dry interior is preferred. A helicopter rescue would need to be performed if it is not possible to lower the rescue basket down the dry interior.

Upgrades intended to make a rescue easier are included in this report. Dixon recommends 30 inch manways or hatches where possible and fall prevention devices on all ladders.

COST SUMMARY:

Exterior overcoat	\$160,000
Dry interior partial repaint	5,000
Grout repair	2,000
Roof handrail and painter's railing	25,000
Aviation light replacement	6,000
Light fixtures – dry and wet interior	2,000
Overflow discharge modification	4,000
Catch basin	4,000
30 inch riser manway	10,000
Wet interior ladder	10,000
Riser grate hinges	<u>1,000</u>
Sub Total	\$229,000
Engineering and Contingencies	<u>\$42,000</u>
Total	\$271,000

Note: Safety improvements other than the roof handrail are optional and can be delayed. Best price for safety improvements would be obtained by including them with the next painting project.

INSPECTION:

On June 16, 2021, Dixon Engineering Inc. performed a maintenance inspection on the 500,000 gallon radial arm (Derby) elevated water storage tank owned by the City of Birmingham, Michigan. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report.

The inspection was performed by Trevor Felton, Staff Engineer. The inspector was assisted by Kyle Lay, Engineering Technician, and Larry Houck, Staff Technician.

A source of water for cleaning was provided by the city. Sediment was flushed from the wet interior. Following the inspection, chlorine was added to disinfect the tank per AWWA Standard C652-19 Method No. 3. Photos are included with this report.

GENERAL INFORMATION:

The tank was built in 1965 by Chicago Bridge and Iron with an estimated height to low-water level of 70 feet.

CONDITIONS AND RECOMMENDATIONS:

EXTERIOR COATING CONDITIONS:

Information on file with DIXON indicates that the exterior was last painted in 2000. The exterior was abrasive blast cleaned to SSPC-SP6 commercial condition. The coating applied was a urethane system.

The coating is in good condition overall. The coating is beginning to chalk and fade and there is loss of gloss. Surfaces have faded due to exposure to ultraviolet light which is a normal occurrence for an exterior coating system.

The riser and leg coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate with rust undercutting and clear coat failures.

The bowl coating is in good condition with a few failures. Primary method of deterioration is clear coat failures. The bowl is covered with moderate mildew growth.

Coating on the top of the catwalk is in good condition with no significant failures.

The sidewall coating is in good condition with no significant failures.

The roof coating is in good condition with a few failures. Primary method of deterioration is clear coat failures.

Good adhesion was noted on the ASTM X-cut test areas. If overcoating is not performed within the next two years, additional adhesion testing should be performed.

Note: The clear coat skips and failures on your tank are typical. This was a new fade resistant technology in the late 1990s and early 2000s, however it proved problematic, and the coatings have since been discontinued. New fluoropolymer systems provide similar fade resistance without these problems.

EXTERIOR COATING RECOMMENDATIONS:

Budget for overcoating in one to two years. The typical overcoat frequency for modern urethane systems is fifteen years. There is always a risk in overcoating the exterior, but we have had several successful projects when performed in the timeframe noted. The risk of poor adhesion of the overcoat system gets higher as the existing system gets older. Current adhesion showed the existing coating would support an additional coating system.

The recommended procedure is to high pressure water clean (5,000-10,000 psi) the exterior to remove any poorly adhered coating and any contaminants. Coating failures to the substrate would be spot power tool cleaned to bare metal (SSPC-SP11) condition. All sharp edges would be feathered into the surrounding coating.

The coating system would consist of a spot prime coat on the bare metal, a full coat of epoxy, and followed by a full coat of urethane and a topcoat of fluoropolymer. The fluoropolymer system offers excellent abrasion resistance with high gloss and sheen retention. The expected life of this system is fifteen years. The system can be overcoated again in fifteen years, extending the total life of the coating to approximately forty-five years before total removal would be necessary. The tank would be removed from service during the coating project. This is necessary to reduce condensation on the tank's surface. Fluoropolymer coatings have a minimum temperature requirement for application and are sensitive to moisture during the curing process. If moisture is present during the curing process, the appearance will become cloudy with little or no gloss. The estimated cost is \$160,000.

DRY INTERIOR COATING CONDITIONS:

The dry interior on this structure is defined as the non-water contact surfaces, consisting of the leg and access tube.

Information on file with DIXON indicated the dry interior was last painted in 2000. The dry interior was abrasive blast cleaned to SSPC-SP6 commercial condition. The coating applied was an epoxy system.

The coating is in good condition overall.

The access leg coating is in good condition with only a few failures. Primary method of deterioration is spot failures to the substrate.

The coating on the topside of the platforms is in good condition with no significant deterioration.

The access tube coating is in good condition with only a few failures. Primary method of deterioration is spot failures to the substrate.

DRY INTERIOR COATING RECOMMENDATIONS:

Spot abrasive blast clean the dry interior to a commercial (SSPC-SP6) condition areas of failed coating. The prepared surfaces would be coated with an epoxy system. The work should be performed with an exterior painting project. The estimated cost is \$5,000.

WET INTERIOR COATING CONDITIONS:

Information on file with DIXON indicated the wet interior was last painted in 2000. The wet interior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was an epoxy system.

The roof coating is in good condition with a few failures. Primary method of deterioration is rust bleedthrough at the crevices at the roof stiffeners.

The sidewall coating is in good condition with only a few failures. Primary method of deterioration is spot failures to the substrate. There is no significant coating damage at the high-water level which would be the area most affected by ice movement.

The access tube coating is in good condition with only a few failures. Primary methods of deterioration is rust bleedthrough. There is no significant damage at the high-water level.

The coating on the bowl is in good condition with no failures. The bowl was covered with approximately ¼ inch of sediment that was flushed from the interior during the inspection.

The coating on the riser is in good condition with only a few minor failures. Primary methods of deterioration is pinhole failures.

The surfaces below the normal operating water level are covered with mineral staining which does not affect the integrity of the coating system.

There was pitting prior to the application of the previous coating system on the riser.

Overall adhesion of the coating is good. Adhesion was tested using a low-pressure power washer. With poor adhesion it would be possible to notice the coating fluctuate, and loose coating could be completely removed during cleaning. This is a crude form of testing, yet the least destructive. A destructive test involves cutting the coating to the substrate, the test area is then susceptible to corrosion.

WET INTERIOR COATING RECOMMENDATIONS:

The existing coating system has not deteriorated to the point where replacement is warranted. The cathodic protection system should adequately protect all areas below the high-water level where the coating has deteriorated. Reinspect in five years to update conditions and recommendations.

CATHODIC PROTECTION CONDITIONS:

The tank has a suspended impressed current cathodic protection system. Surfaces below the high-water level are protected by the submerged system that is anchored to the bowl with a section through the riser. The ropes are broken and the wiring is lying on the bottom.

CATHODIC PROTECTION RECOMMENDATIONS:

Repair the damaged cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.

PIT PIPING CONDITIONS:

There is a pit adjacent to the tank that contains piping and a valve. The pit has a metal cover that is in good condition. The piping is in good condition. The coating on the piping is in good condition with general surface corrosion.

FOUNDATION AND ANCHOR BOLT CONDITIONS:

The exposed concrete foundations are in good condition. There is minor deterioration with some exposed aggregate from weathering. The foundations are not coated.

There are anchor bolts evenly spaced around the riser and anchor bolts on each leg. The anchor bolts are in good condition with no deterioration of the nuts or bolts.

FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:

Coat the exposed concrete with an epoxy coating system to help prevent further deterioration. The cost would be incidental to exterior painting.

GROUT CONDITIONS:

The grout between the baseplate and the foundation is in good condition on the riser and in good condition on the legs. There is some undermining of the grout at the legs.

GROUT RECOMMENDATIONS:

The purpose of the grout is to evenly distribute the load onto the foundation and to prevent water from getting between the foundation and the tank. Repair areas of missing or damaged grout between the steel baseplate and the concrete foundation. The estimated cost is \$2,000.

CATWALK CONDITIONS:

The exterior catwalk is a walkway with a railing that extends from the leg to the access tube. The catwalk is in good condition overall. The catwalk is 40 inches wide with a 36 inch high handrail. The handrail consists of diagonal angles and a kick plate at the balcony floor.

CATWALK RECOMMENDATIONS:

Disclaimer:

OSHA currently requires railings to be 42 inches tall. Unless we feel balconies are unsafe, it is our opinion that if the balconies were built to code at the time of construction including the railing height and style, they do not require replacement. Codes can change regularly making compliance expensive and impractical. However, it is our responsibility to inform you of this possible deficiency.

ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING CONDITIONS:

The tank does not have a roof handrail or a painter's railing. There is a small guard rail section around the roof vent and hatch to the wet interior.

There are no roof rigging couplings for safety and staging lines during wet interior coating work.

ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING RECOMMENDATIONS:

Install an OSHA compliant railing on the roof to meet current EGLE requirements. The railing would allow tie off locations during routine vent screen inspections, aviation light inspections, and would provide a safe work area for retrieval personnel performing a roof extraction. Install a painter's railing outside the railing. The estimated cost is \$25,000.

Install rigging couplings on the roof under the new painter's railing for fall prevention of workers in the wet interior. The couplings would allow a contractor working in the wet interior to be tied off to a fall prevention device at all times. The cost would be incidental to the next painting project.

LIGHTING/ELECTRICAL CONDITIONS:

The tank has a double aviation light on the roof that appears to be in poor condition. It could not be determined if the lights are operational. The aviation light has a missing globe.

There are light fixtures in the dry interior that are not functional. There is a light in the wet interior at the top of the access tube. The fuses were flipped but the lights would not turn on.

LIGHTING/ELECTRICAL RECOMMENDATIONS:

Replace the damaged aviation lights with a new double red light if they are required by the FAA. We assume that if lights are on the tank then they are required. The FAA can be petitioned to verify if the lights are needed. The estimated cost for replacement is \$6,000.

Remove the light fixture in the wet interior and have an electrician determine cause of the inoperable dry interior light fixtures. The estimated cost is \$2,000.

SWAY ROD/BOWL SAFETY CONDITIONS:

There are sway rods and struts that connect between the legs. The rods are intended to keep the legs in alignment and are equipped with turnbuckles for adjusting tension. The sway rods and struts are in good condition. Because of the inaccessibility of the upper sway rods the tension could not be determined at every bay. However, based on the accessible bay at ground level it appears that the rods are in proper tension as designed.

There are riser tie rods that extend from each leg to the riser. The rods are bolted to an welded lugs on the riser. The rods help keep the legs and riser in alignment. The riser tie rods are in good condition.

There are no rigging couplings under the bowl for safety line attachments during exterior coating.

SWAY ROD/BOWL SAFETY RECOMMENDATIONS:

Install rigging couplings on the bowl halfway between each leg and the riser. The couplings would be used by contractors for rigging safety lines. Currently the contractor does not have a separate independent tie off location for safety lines. Without additional attachment points the rigging and safety lines would be tied to the same location. The cost would be incidental to the next painting project.

OVERFLOW PIPE CONDITIONS:

The overflow pipe extends along the access tube in the dry interior down through a leg and exits near the bottom of the riser. The discharge end of the overflow pipe is not screened. The pipe discharges to a funnel then routes underground. The air gap does not meet the required 12-24 inches.

OVERFLOW PIPE RECOMMENDATIONS:

Modify the overflow pipe discharge to bring it into compliance with current EGLE requirements. The discharge must be in a downward position, a 12-24 inch air gap, and must have a 24/4 mesh screen. Install a duck bill check valve or flap gate at the discharge. The flap gate would allow water to discharge even if the screen becomes covered with debris or frosted over. The gate is designed to stay closed to prevent rodents or birds from entering the pipe. The duck bill check valve would allow water out but prevent debris from clogging the discharge. The estimated cost is \$4,000.

Install a concrete catch basin under the overflow pipe discharge. The estimated cost is \$4,000.

HATCH AND MANWAY CONDITIONS:

There is a 24 inch diameter roof hatch to the wet interior that is in good condition. The hinged cover is in good condition. There is a makeshift handhold next to the hatch to aid the climber while entering and exiting the opening. The hatch was secured with a clip. The hatch neck curb height meets the minimum height requirement of 4 inches. The hatch cover lip meets the minimum height requirement of 2 inches. A gasket was installed on the roof hatch curb by the inspection crew.

There is a 10 x 12 inch elliptical manway in the riser to the wet interior that is in good condition. The manway gaskets showed no signs of leakage and the bolts are in good condition.

There is a service door in the leg that is in good condition. The door operated properly during the inspection.

There is a door at the top of the leg and a door at the bottom of the access tube with a catwalk in between. The doors operated properly during the inspection.

The platform at the top of the leg ladder opening is 20 x 23 inch square. The opening is not equipped with a hinged cover. There is a safety handhold next to the opening.

The platform at the top of the access tube ladder opening is 20 x 23 inch square. The opening is not equipped with a hinged cover. There is a safety handhold next to the opening.

HATCH AND MANWAY RECOMMENDATIONS:

Install a 30 inch manway in the riser. Average rescue baskets will not pass through the existing manway. The estimated cost is \$10,000.

Install a handhold at the wet interior roof hatch. The handhold would assist the climber while entering and exiting the opening. The cost would be incidental to the next painting project.

VENT CONDITIONS:

The roof vent is a pressure vacuum design that is in good condition. The pressure vacuum plate was found to be properly aligned. There is a large external screen intended to keep birds out and a smaller mesh screen on the interior intended to keep insects out. The screens are in good condition. There is a rain shield over the outer screen. The screen mesh size is larger than the recommended 24 mesh. This is a possible entry point for insects, though none were observed inside the tank.

LADDER CONDITIONS:

The dry interior ladders are located in the access leg and access tube. The ladders are in good condition. The ladders do not meet current OSHA requirements. The ladders are equipped with cable-type fall prevention devices that are in good condition.

There is no ladder in the wet interior.

LADDER RECOMMENDATIONS:

Disclaimer:

Unless DIXON feels ladders are unsafe, it is our opinion that if they were built to code at the time of construction, they do not require replacement. The code changed three times in the late 80's and early 90's and it seems excessive to replace ladders each time. However, it is our responsibility to inform you of this possible deficiency.

Install a ladder in the wet interior from the roof to the bowl that is equipped with a fall prevention device. The estimated cost is \$10,000.

FILL/DRAW PIPE CONDITIONS:

The tank fills and draws from a single pipe. The fill/draw pipe penetrates through the bottom of the riser and extends approximately 12 inches into the wet interior. There is a deflector plate or bar over top of the pipe in the wet interior.

There is a sample tap on the fill/draw pipe located in the pit. The tap does not have a smooth end.

There is a threaded coupling on the fill/draw pipe for future attachment of a chemical feed line.

FILL/DRAW PIPE RECOMMENDATIONS:

Replace the threaded sample tap on the fill/draw pipe with a smooth ended sample tap as required by the EGLE. The work can be performed by in-house personnel.

WET INTERIOR SAFETY CONDITIONS:

There is grate over or handrail around the riser opening. There is an opening in the grating that is not hinged. The grating is in good condition.

WET INTERIOR SAFETY RECOMMENDATIONS:

Install hinges on the riser grate cover over the top of the riser. The estimated cost is \$1,000.

WET INTERIOR METAL CONDITIONS:

The steel structure is in good condition overall. No active pitting was observed at the coating failures on the sidewall, bowl, riser, and access tube.

The interior roof is supported by radial stiffeners that are in good condition with minor corrosion in the crevices.

There is a platform located in the wet interior at the top of the access tube with rod supports to the roof. The platform is in good condition with minor corrosion.

There are spider rods above the high-water line that extend from the sidewall to an angle bull ring in the center. The ring is in good condition. The spider rods are in good condition.

WET INTERIOR METAL RECOMMENDATIONS:

Monitor the corrosion on the edges of the stiffeners. Repaint the roof before metal loss becomes significant.

DIXON ENGINEERING, INC.
STEEL TANK FIELD INSPECTION REPORT
LEGGED TANK

DATE: June 16, 2021

OWNER: City of Birmingham

CLIENT CODE: 22-63-14-02

TANK NAME: Derby

LOCATION: Address: 1701 Pembroke Road

City: Birmingham

State: Michigan

TANK SIZE: Capacity: 500,000 gallons

Tank diameter: 60 feet (estimated)

Bottom (LWL): 70 feet (count rungs)

Head range: 25 feet (count rungs)

CONSTRUCTION: Welded

Type: Radial arm

YEAR CONSTRUCTED: 1965

MANUFACTURER: CB&I

USE: Potable water and fire protection

Coating information below is from: Dixon spec/project

COATING HISTORY	<u>EXTERIOR</u>	<u>WET INTERIOR</u>	<u>DRY INTERIOR</u>
YEAR COATED	<u>2000</u>	<u>2000</u>	<u>2000</u>
CONTRACTOR	<u>Kountoupes</u>	<u>Kountoupes</u>	<u>Kountoupes</u>
SYSTEM	<u>Urethane with a clear coat from the balcony down</u>	<u>Epoxy</u>	<u>Epoxy</u>
SURFACE PREPARATION	<u>SSPC-SP6</u>	<u>SSPC-SP10</u>	<u>SSPC-SP6</u>
MANUFACTURER	<u>Tnemec</u>	<u>Tnemec</u>	<u>Tnemec</u>
HEAVY METAL COATING SAMPLES	<u>No</u>	<u>No</u>	<u>No</u>
HEAVY METAL BEARING	<u>No</u>	<u>No</u>	<u>No</u>

PERSONNEL: Lead inspector Trevor Felton

Crew members Kyle Lay and Larry Houck

METHOD OF INSPECTION: Dry

SITE CONDITIONS

Fenced: **Yes**

Site large enough for contractor's equipment: **Yes**

Control building: **No**

Antenna control site: **No**

Power lines within 50 feet: **No**

Site drainage: **Away from tank**

Indications of underground leakage: **No**

Shrub, tree, etc. encroachment: **No**

EXPOSED PIPING

Location: **Adjacent to tank (in pit)**

Condition of structure: **Good**

Structure is: **Damp**

Pump present: **No**

Drain line present: **No**

Hatch condition: **Good**

Locked: **No**

Pipe coating condition: **Good**

Describe coating: **Spot coating failures to substrate, rust bleedthrough**

Condition of metal: **Good**

Piping comments: **Only minor coating failures**

FOUNDATION

Riser:

Foundation exposed: **Yes**

Exposed height: **1-3 inches**

Exposed foundation condition: **Good**

Damage or deterioration: **Yes**

Type of damage: **Exposed aggregate**

Severity: **Minor**

Foundation coated: **No**

Type of baseplate gap filler: **Grout**

Condition: **Good**

Amount missing: **0 feet**

Undermining of foundation: **No**

Legs:

Foundations exposed: **Yes**

Exposed height: **6-12 inches**

Exposed foundation condition: **Good**

FOUNDATION

Damage or deterioration: **Yes**

Type of damage: **Exposed aggregate**

Severity: **Minor**

Foundation coated: **No**

Type of baseplate gap filler: **Grout**

Condition: **Good**

Amount missing: **0 feet**

Undermining of foundation: **No**

Leg foundation comments: **Approximately 1/8 to 1/4 undermining of grout on a few legs**

EXTERIOR COATING

Legs:

Number: **8**

Type: **Tubular**

Dimensions: **42 inches**

Topcoat condition: **Good**

Previous coat/system condition: **Good**

Describe coating: **Spot coating failures to substrate, rust undercutting, clear coat failures**

Dry film thickness: **10-12 mils**

Adhesion: **4A**

Metal condition: **Good**

Leg comments: **Approximately fifteen spot coating failures, mostly on the anchor bolts. There are clear coat failures throughout**

Riser:

Type: **Wet**

Diameter: **72 inches**

Topcoat condition: **Good**

Previous coat/system condition: **Good**

Describe coating: **Spot coating failures to substrate**

Mildew growth: **Yes**

Dry film thickness: **10-12 mils**

Adhesion: **5A**

Metal condition: **Good**

Bottom shell steel thickness: **0.459 inch**

Riser comments: **The only coating failures are on the anchor bolts**

EXTERIOR COATING

Bowl:

Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Clear coat failures**
Mildew growth: **Yes**
Metal condition: **Good**

Sidewall:

Lettering: **No**
Logo: **No**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **No significant coating deterioration**
Metal condition: **Good**

Roof:

Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Fading, clear coat failures**
Dry film thickness: **10-12 mils**
Adhesion: **4A**
Metal condition: **Good**
Roof comments: **Intermittent clear coat skips are spotty, overall good still**

EXTERIOR APPURTENANCES

Riser Manway:

Size: **10 x 12 inches**
Cover attachment: **Bolts**
Metal condition: **Good**

Leg Door:

Size: **24 x 70 inches**
Locked: **Yes**

Anchor Bolts:

Number of bolts per leg: **2**
Diameter: **1 $\frac{7}{8}$ inches**
Metal condition: **Good**
Number of riser bolts: **6**

EXTERIOR APPURTENANCES

Diameter: **1 $\frac{7}{8}$ inches**

Metal condition: **Good**

Overflow Pipe:

Diameter: **6 inches**

Metal condition: **Good**

Discharge orientation: **Vertical**

Screen condition: **None present**

Flap gate/Duck bill check valve: **No**

Air gap: **Yes**

Lowest part of discharge to the ground distance: **96 inches**

Overflow discharges to: **Funnel that routes underground**

Condition: **Good**

Overflow comments: **12 inch funnel to 6 inch diameter. There is a sheen over the funnel and a 5 inch gap between discharge and funnel**

Sample Tap:

Location: **In pit**

Pipe diameter greater than $\frac{1}{4}$ inch: **Yes**

12 inches or more above the floor: **Yes**

Down turned: **Yes**

Smooth end: **No - threaded**

In heated box/room: **No**

Condition: **Good**

Threaded Coupling (for chemical feed on the fill/draw pipe):

Location: **In pit**

Condition: **Good**

Leg Ladder:

N/A

Struts and Rods:

Number of bays: **1**

Sway rod metal condition: **Good**

Loose rods: **No**

Riser tie rod metal condition: **Good**

Connection to riser: **Welded lugs**

EXTERIOR APPURTENANCES

Bowl Rigging Couplings:

N/A

Catwalk:

Width: **40 inches**

Railing height: **36 inches**

Midrail style: **Diagonals**

Kickplate height: **5.5 inches**

Vertical post type: **Angle**

Size: **2 x 1.5 inches**

Top rail type: **Angle**

Size: **2 x 1.5 inches**

Diagonal type: **Plate**

Size: **1.5 x 0.25 inches**

Coating condition: **Good**

Describe coating: **Fading**

Metal condition: **Good**

Evidence of water ponding: **No**

Catwalk comments: **Located from leg ladder to access tube ladder**

Antennas:

N/A

Roof Handrail:

N/A [Proposed diameter 30-36 feet]

Roof handrail comments: **There is a small guard rail surrounding vent and the roof hatch, 4 feet wide, 10 feet 8 inches long, and 20 inches high. 1¼ inch diameter rail and four 2 ¼ inch diameter corner posts**

Painter's Rail:

N/A

Roof Rigging Points:

N/A

Removable Cathodic Covers:

N/A

EXTERIOR APPURTENANCES

Wet Interior Roof Hatch:

Neck size: **24 inches**

Distance from center of the tank (to outer edge): **8 feet**

Shape: **Round**

Handhold at opening: **Yes – on the guard rail**

Curb height: **4+ inches**

Cover overlap: **2+ inches**

Gasket on neck curb: **Yes (installed by Dixon)**

Hatch security: **Clip**

Metal condition: **Good**

Hatch comments: **Interior hasp has steel loss from corrosion present**

Dry Interior Roof Hatch:

N/A - same as wet hatch

Bolted Ventilation Hatch:

N/A

Access Tube Air Gap:

N/A

Roof Vent:

Number: **1**

Distance from center of the tank (to outer edge): **At center**

Type: **Pressure-vacuum**

Neck diameter: **24 inches**

Flange opening diameter: **24 inches**

Vertical expanded metal condition: **Good**

Interior screen condition: **Good**

Mesh size: **24**

Rain shield: **Yes**

Pressure plate condition: **Good**

Plate free to move: **Yes**

Plate screened: **No**

Height of the lowest screen above the roof: **30 inches**

Metal condition: **Good**

EXTERIOR APPURTENANCES

Aviation Lights:

Design: **Double red**

Location: **Free-standing conduit**

Functioning: **Unknown**

Globe condition: **Poor**

Photoelectric cell: **No**

Aviation light comments: **One globe missing and the socket has electrical tape over**

DRY INTERIOR COATING

Leg:

Diameter: **42 inches**

Coating condition: **Good**

Describe coating: **Spot coating failures to substrate**

Dry film thickness: **8-10 mils**

Metal condition: **Good**

Floor material: **Steel**

Coating condition: **Poor**

Leg comments: **Only a few minor coating failures**

Platform:

Location: **At top of the leg**

Number: **1**

Platform design: **Full**

Material: **Steel plate**

Coating condition: **Good**

Describe coating: **No significant coating deterioration**

Metal condition: **Good**

Ladder opening size: **20 x 23 inches**

Shape: **Tombstone**

Opening covered: **No**

Handhold at opening: **Yes**

Platform:

Number: **1**

Location: **At the top of the access**

Platform design: **Full**

Material: **Steel plate**

Coating condition: **Good**

Describe coating: **No significant coating deterioration**

DRY INTERIOR COATING

Metal condition: **Good**
Ladder opening size: **20 x 23 inches**
Shape: **Tombstone**
Opening covered: **No**
Handhold at opening: **Yes**

Access Tube:

Diameter: **48 inches**
Topcoat condition: **Good**
Prime coat condition: **Good**
Describe coating: **Spot coating failures to substrate**
Dry film thickness: **8-10 mils**
Metal condition: **Good**
Access tube comments: **Only a few minor coating failures**

DRY INTERIOR APPURTENANCES

Electrical:

Lights functioning: **No**
Additional lights needed: **No**
Electrical conduit condition: **Fair**
Used during inspection: **No**
Electrical comments: **Owner flipped some breakers but the lights didn't power up**

Expansion Joint:

N/A

Fill/Draw Pipe Insulation:

N/A

Leg Ladder:

Toe clearance: **Less than 7 inches**
Width of rungs: **Less than 16 inches**
Thickness of rungs: **5/8 inch**
Shape of rungs: **Diamond**
Metal condition: **Good**
Fall prevention device: **Yes**
Type: **Cable**
Function properly: **Yes**
Cage: **No**

DRY INTERIOR APPURTENANCES

Mud Valve:

N/A

Access Tube Ladder:

Toe clearance: **Less than 7 inches**

Width of rungs: **Less than 16 inches**

Thickness of rungs: **5/8 inch**

Shape of rungs: **Diamond**

Metal condition: **Good**

Fall prevention device: **Yes**

Type: **Cable**

Function properly: **Yes**

Ladder comments: **Ladder continues from wet platform up to tank roof hatch. It is open to the wet interior. Top 4 feet of ladder is angled. It is unsupported but rigid**

WET INTERIOR COATING

Roof:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Rust bleedthrough**

Metal condition: **Good**

Lap seams: **Open**

Condition of lap seams: **Good**

Roof comments: **Failures are limited to the crevices above the roof stiffeners and the lap seams at the welded cathodic covers**

Sidewall:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Spot coating failures to substrate**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **Yes**

Sidewall comments: **Coating failures at cathodic system clip locations**

WET INTERIOR COATING

Access Tube:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Rust bleedthrough**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **No**

Access tube comments: **Minor coating failures at the stiffeners**

Tank Bottom:

Type: **Bowl**

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **No significant coating deterioration**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **No**

Sediment depth: **¼ inch**

Riser:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Spot coating failures to substrate**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **Yes**

Riser comments: **Less than five pinhole coating failures**

WET INTERIOR APPURTENANCES

Ladder:

N/A

Cathodic Protection:

Type: **Ring**

Location of controls: **On riser**

Ropes damaged: **Yes**

Wires damaged: **No**

WET INTERIOR APPURTENANCES

Roof Stiffeners/Painters Railings:

Radial:

Number: **25**

Dimensions: **3 x 5 inches and 3 x 2 inches**

Shape: **Channel**

Connections: **Welded**

Ring Stiffener:

Number: **2**

Inner ring dimensions: **4 x 4 inches**

Shape: **Angle**

Connections: **Welded**

Coating condition: **Fair**

Metal condition: **Good**

Comments: **Inner plate that used to support additional spider rods measures 11 inch wide and 5/8 inch thick. Five locations with double stiffeners that measure 3 x 5 inch, all of the remaining fifteen stiffeners are 3 x 2 inches in size**

Sidewall Stiffeners:

N/A

Interior Platform:

Size: **45 inch diameter**

Railing height: **42 inches**

Floor material: **Plate**

Coating condition: **Good**

Metal condition: **Good**

Platform comments: **Platform is at the top of the access tube**

Overflow Pipe Inlet:

Type: **Weir box**

Metal condition: **Good**

Spider Rods:

Coating condition: **Fair**

Metal condition: **Fair**

Spider comments: **Some steel loss from corrosion at spiders bolted connections. Five 3 x 4 inch angle stiffeners attached from spider ring at an angle to roof stiffener ring**

WET INTERIOR APPURTENANCES

Fill Pipe:

Diameter: **12 inches**

Height above riser floor: **36 inches**

Deflector over end: **Yes**

Type: **Plate**

Metal condition: **Good**

Separate Draw Pipe:

N/A

Mixer:

N/A

Riser Safety:

Riser grate: **Yes**

Access opening size: **24 inches**

Opening covered: **Yes**

Metal condition: **Good**

Riser railing: **No**

Riser safety comments: **The opening cover is not hinged**

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.



500,000 gallon radial arm (Derby) elevated water storage tank located in Birmingham, Michigan.



1) The riser foundation is in good condition overall. There is some exposed aggregate in the foundation.

2) Same.

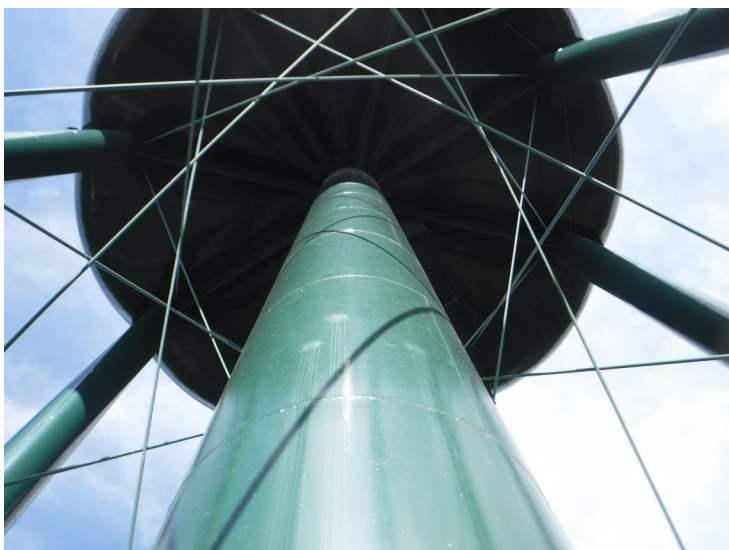


3) Typical riser anchor bolt that is in good condition.



4) Spot coating failure on an anchor bolt.

5) The riser manway is in good condition. Spot coating failures on the cover and bolts.



6) The riser coating is in good condition overall.



7) The leg foundations are in good condition. There is some exposed aggregate on the foundations.

8) Typical leg anchor bolt that is in good condition.



9) Typical tie rod connection that is in good condition. There are clear coat failures on the tie rods.



10) The overflow pipe and funnel are in good condition.

11) The overflow discharge is not screened.



12) The overflow pipe routes underground.



13) Clear coat failures at a leg section.

14) Same.



15) Spot coating failure with rust undercutting on a leg weld seam.



16) The leg coating is in good condition overall.



17) Same.



18) The catwalk between the access leg and access tube is in good condition.



19) Typical bowl section with no coating failures.

20) Same.

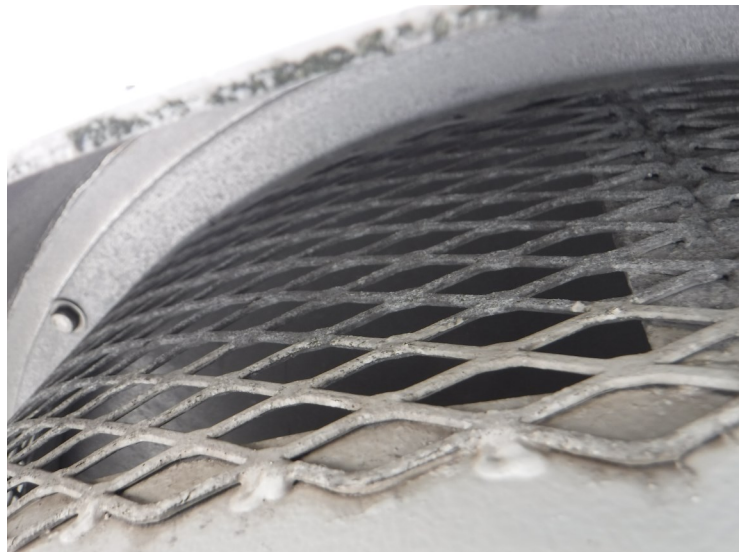


21) The sidewall coating is in good condition overall.

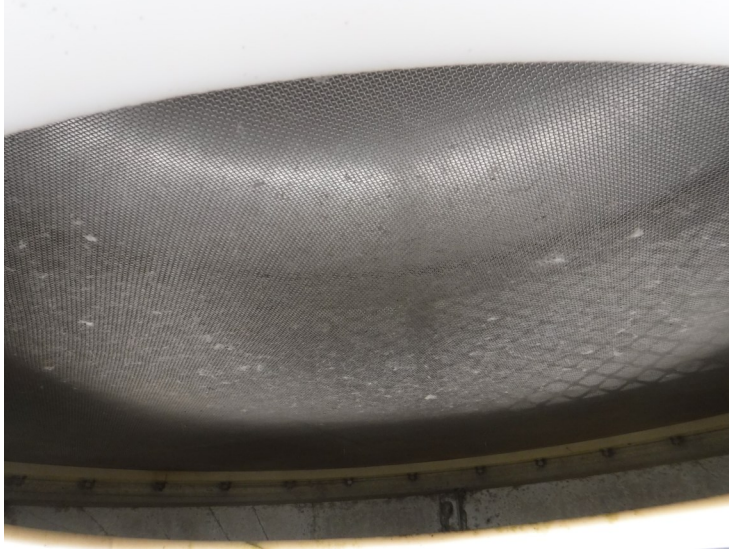


22) The pressure vacuum vent is in good condition.

23) The outer vent screen is in good condition.



24) The pressure plate is in good condition. The plate was found to be properly aligned during the inspection.



25) The inner vent screen is in good condition.



26) The double red aviation light is in poor condition.



27) One globe is missing and the socket is taped over.



28) There is a small guard rail around the roof vent only. The railing is in good condition.

29) The roof coating is in good condition overall.



30) The wet interior roof hatch is in good condition. A gasket was installed on the roof hatch by the inspection crew.



31) Spot coting failures at the bottom of the access leg.

32) The leg ladder is in good condition. The ladder is equipped with a fall prevention device.



33) The dry interior leg coating is in good condition with no significant deterioration.



34) The top platform in the leg is in good condition.

35) Spot coating failures in the dry interior leg.



36) The service door to the access leg is in good condition.



37) The access tube floor coating is in good condition.

38) The access tube is coating is in good condition overall. The access tube ladder is in good condition. The ladder is equipped with a fall prevention device.



39) The top platform in the access tube is in good condition.

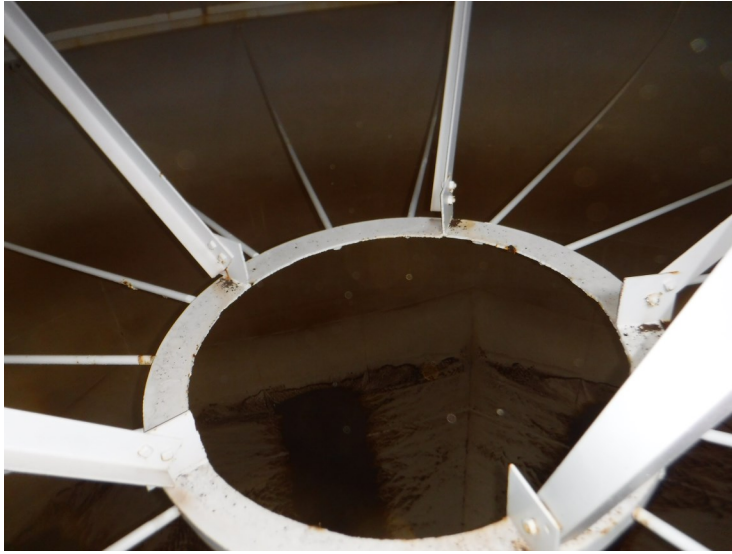


40) The top of the access tube is open to the wet interior.

41) The wet interior roof coating is in good condition. There is rust bleedthrough at the lap seams and gap above the roof beams.



42) Same.

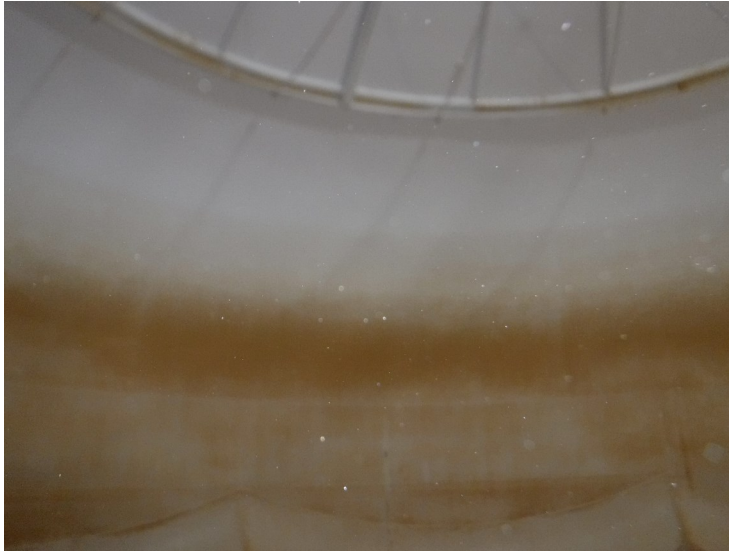


43) The spider rods are in good condition overall.

44) Spot coating failures on a conduit section.

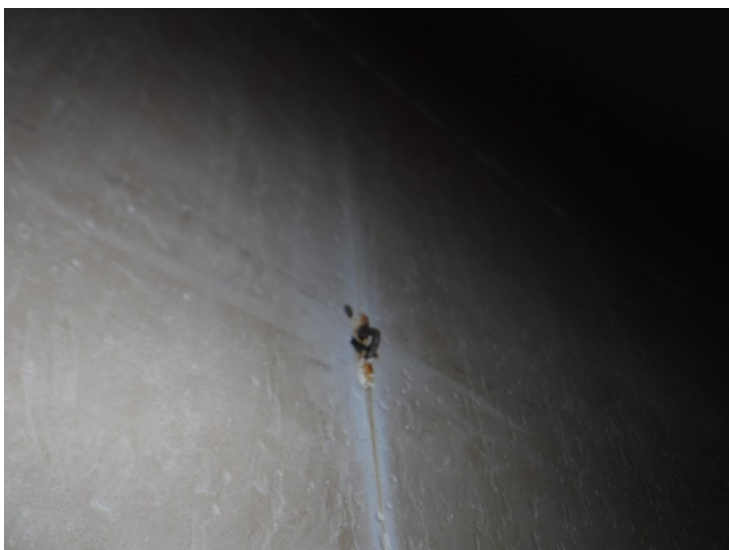


45) There is a light fixture at the top of the access tube in the wet interior.



46) The wet interior sidewall is in good condition overall.

47) Same.



48) Typical sidewall cathodic clip with coating failures.



49) The access tube coating is in good condition overall.

50) Same.



51) Typical bowl section with no significant coating failures.



52) Same.

53) The cathodic protection system appears to have broken supporting ropes.



54) The riser is covered with a grate that has an opening. The opening is not hinged.



55) The riser coating is in good condition overall.

56) There is pitting prior to the last recoat throughout the riser.



57) Small pinhole coating failure in the riser.



58) The cathodic protection system through the riser is in good condition.

59) The bottom of the riser is in good condition overall with no coating failures.



60) The fill/draw pipe enters the bottom of the riser and has a deflector plate over the pipe. The pipe and plate are in good condition.

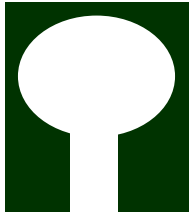


61) The pit is located adjacent to the riser. The metal cover is in good condition.

62) The piping is in good condition with spot coating failures.



63) The sample tap is in good condition but is threaded.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

July 27, 2021

City of Birmingham
151 Martin Street
Birmingham, MI 48012

Attn: James Surhigh, P.E.

Re: 500,000 Gallon Radial Arm Water Storage Tank (Hunter)
Maintenance Inspection

Dear Mr. Surhigh:

Please find enclosed the above referenced report for the 500,000 gallon radial arm water storage tank. The inspection was completed on June 28, 2021. The report consists of: 1) cover page; 2) conclusions and recommendations; 3) detailed report; 4) Field Inspection Report (FIR); 5) photographs and descriptions; and 6) flash drive.

Brief explanation: 1) The cover page is self-explanatory. 2) Conclusions and recommendations explain in short form what was found on the tank and what DIXON recommends for repair and maintenance of the tank. 3) This section is the long report that goes into detail to explain what exactly was found and why DIXON makes the recommendations. 4) Field Inspection Report (FIR) is the form that was completed when the inspection team was on-site and includes the dimensions and conditions of the tank. 5) Photographs and descriptions give the Owner a visual record of the condition of the tank and appurtenances. 6) Flash drive is an Adobe PDF format of the complete report and photos for your convenience.

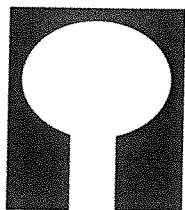
If you have any questions or concerns, please call me at (616) 374-3221 ext. 310.

Thank you for choosing DIXON for your inspection needs.

FOR DIXON ENGINEERING, INC.,

Thomas Rounds
Project Manager

Enclosures



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between City of Birmingham, Michigan ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Contract Documents, Project Administration, Preconstruction Meeting, Miscellaneous Meeting, Weld Observation, Exterior Coating Observation, Cathodic Protection, and One (1) Year Exterior Warranty on the 500,000 Gallon Radial Arm (Hunter) ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount \$43,450.

Proposals / Agreement Signatures

Thomas Rounds, Project Manager November 2, 2021

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

SEE "OWNER" SIGNATURE PAGE AT END OF AGREEMENT

CONTRACT APPROVED BY OWNER	POSITION	DATE
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Co SIGNATURE (if required)	POSITION	DATE
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	<u>Project Manager</u>	<u>1/14/2022</u>
AGREEMENT APPROVED by DIXON	POSITION	DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: James Surhigh, P.E.
Address for Owner's receipt of notices:
City of Birmingham
151 Martin St.
Birmingham, MI 48012
Email: cityengineer@bhamgov.org

Designated Person: Thomas Rounds
Address for DIXON's receipt of notices:
Dixon Engineering, Inc.
1104 Third Ave.
Lake Odessa, MI 48849
Email: tom.rounds@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS B, D, F, and H merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:

1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services–None

C. Design Phase – Owner's Responsibility:

1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:

1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.

2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
 3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
 4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
 5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
 6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
 7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
 8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
 9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
 10. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
 11. If Owner agrees, issue Notice of Award to recommended Bidder.
 12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
 13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.

4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Attend miscellaneous meeting when needed.
4. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
5. Hold Point Weld/Modifications- Observe, Record, Report, and:
 - a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, non-fusion, etc.).
6. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high (HPWC) pressure water blast cleaning meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11).
 - c. Spot power tool, feathering, and compliance with specifications.
 - d. Prime coat prior to application of the epoxy intermediate coat.
 - e. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - f. Urethane intermediate coat prior to application of the topcoat.
 - g. Topcoat for compliance with specifications.
 - h. Check foundations coating for compliance with specifications.
 - i. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
7. Hold Point Cathodic Protection - Observe, Record, Report, and:
 - a. Cathodic protection repair/installation work for specification compliance.

8. Hold Point Project Finalization:
 - a. Review all repairs not installed until after coating.
 - b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - c. Observe the installation of screens, light bulbs, etc.
 - d. Observe Site for restoration to pre-project conditions.
 - e. Formulate a punch list of items to complete.
 - f. Create a second punch list if needed before finalization.
 - g. Finalize the project to assure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

- A. Basic Services:
 1. Warranty Observation - Exterior only:
 - a. Inspect exterior surfaces to determine extent of paint intactness and quantify any damages or any item which fails to meet warranty requirements of prior paint contract.
 - b. Prepare and submit a letter report (2 copies) documenting all items found that meet or fail to meet warranty requirements and recommendations for repair.
- B. Post Construction Phase - Owner's Responsibilities:
 1. Warranty Observation - Exterior only:
 - c. Provide scheduling for mutually agreeable inspection date.
 - d. Provide access to DIXON personnel to all areas scheduled for inspection.
 - e. Provide insurance for Owner's personnel. They are not covered by DIXON's insurance.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Hourly rates of DIXON's employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Exhibit C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON's discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
 - 1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.

- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
 - 2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
 - 2. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
 - 3. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.

- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.
1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, require correction or replacement including additional inspection costs.
 2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable

- changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
 3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES

C3.00 Hold Point Observations:

- A. The RPR travels to site complete the observation and travels back to Base Office. On site time at a minimum is time to complete observations and to complete report.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Three Thousand, Four Hundred, Fifty Dollars, \$43,450** and summarized as follows:

Schedule of Values				
Discription of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$6,000	Lump Sum
A1.02-Bidding and Contract Documents			\$1,000	Lump Sum
A1.03-Preconstruction Meeting			\$1,350	Unit Price
A1.03-Miscellaneous Meeting	1	\$1,350	\$1,350	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$1,500	Lump Sum
A1.03-RPR Services Weld	3	\$1,250	\$3,750	Unit Price
A1.03-RPR Critical Phase Coating	18	\$1,250	\$22,500	Unit Price
A1.03-Cathodic Protection	2	\$1,250	\$2,500	Unit Price
A1.04-Warranty Observation			\$3,500	Lump Sum
Total			\$43,450	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$170.00	\$255.00
Engineer	\$175.00	\$263.00
CWI Welding RPR	\$170.00-\$187.00	\$255.00-\$280.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$118.00-\$155.00	\$177.00-\$233.00
DIXON Level 2 or NACE Level 2 RPR	\$107.00-\$135.00	\$160.00-\$203.00
DIXON Level 1 or NACE Level 1 RPR	\$96.00-\$117.00	\$144.00-\$175.00
Contract Support Staff	\$123.00-\$150.00	\$185.00-\$225.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$158.00 per diem	\$148.00 per diem
Meals	\$52.00 per diem	\$48.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2022 (Revised: 8/16/2021)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. Following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of

information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's EXHIBIT C ATTACHMENT 1 and 2.
- B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
- D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit

of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.

- E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor's furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor's compliance with Laws and Regulations.
- F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.
- G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.
- H. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:

- A. Suspension:
 - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 - 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
- B. Termination: The obligation to provide further services under this Agreement may be terminated.
 - 1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within

- seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Effective Date of Termination: The terminating party under Paragraph GP1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.05 Controlling Law and Compliance with Laws and Regulations:

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
- B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
- C. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures.
- D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 "Standard General Conditions of the Construction Contract" (2018 Edition), prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.06 Dispute Resolution

- A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member's fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Constituents of Concern in the Coating Industry- DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

GP1.08 Confidential And Or Proprietary Information:

DIXON 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. DIXON recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, DIXON agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. DIXON 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. DIXON further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

GP1.09 Independent Contractor:

DIXON and the City agree that DIXON is acting as an independent contractor with respect to DIXON'S role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither DIXON 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 DIXON 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. DIXON 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.

GP1.10 Compliance With Laws:

DIXON 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 DIXON is subject, DIXON 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.

GP1.11 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 DIXON, either by offset to any amounts due and owing DIXON 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; DIXON agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

GP1.12 Indemnification:

To the fullest extent permitted by law, DIXON and any entity or person for whom DIXON 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 DIXON 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.

GP1.13 COVID:

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

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability --
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - 3. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
 - 5. Automobile Liability
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability --
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, through, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

DIXON

ENGINEERING & INSPECTION SERVICES FOR THE COATING INDUSTRY

1104 Third Avenue Lake Odessa, MI 48849

Telephone: (616) 374-3221

Fax: (616) 374-7116

Agreement Owner: City of Birmingham Page 1 of 23 Exhibits: A, C, E, GP, IR Contract No:
22-64-14-01

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: ("Effective date") between City of Birmingham, Michigan ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

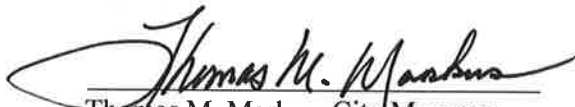
IN WITNESS WHEREOF, this signature page demonstrates that the ("Owner") and ("DIXON") have executed this Agreement. Dixon has executed this Agreement on page 1. The Owners Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Contract Documents, Project Administration, Preconstruction Meeting, Miscellaneous Meeting, Weld Observation, Exterior Coating Observation, Cathodic Protection, and One (1) Year Exterior Warranty on the 500,000 Gallon Radial Arm (Hunter) ("Project").

CITY OF BIRMINGHAM:

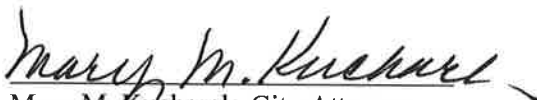
By: _____
Therese Longe, Mayor

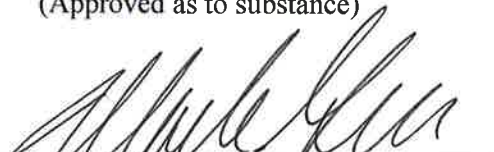
By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


Thomas M. Markus, City Manager
(Approved as to substance)


Jim Surhigh, Consulting 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)

Dixon Engineering, Inc.

Maintenance Inspection

500,000 Gallon Radial Arm
(Hunter)

Birmingham, Michigan

Inspection Performed: June 28, 2021
Reviewed by Joseph T. Hoban, P.E.: July 22, 2021

Phone (616) 374-3221
Fax (616) 374-7116
<http://www.dixonengineering.net>
dixon@dixonengineering.net

Dixon Engineering Inc.
1104 Third Ave. Lake Odessa, MI 48849

CONCLUSIONS:

1. The exterior coating is a urethane system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate with rust undercutting and clear coat failures only a few coating failures on the legs, riser, and roof.
2. The wet interior coating is an epoxy system. The coating is in good condition overall. Below the high-water level coating deterioration includes a few spot failures to the substrate on the sidewall, bowl, and riser. Above the high-water level coating is deteriorating at the open lap seams and roof stiffeners.

RECOMMENDATIONS (GENERAL AND IMMEDIATE WORK):

Annually inspect the roof vent, hatches, and any other health or security items on the structure. The work could be performed by in-house personnel or contracted as part of a regular maintenance program.

Schedule regular cleanings and inspections of the tank by an independent third party once every five years as recommended by AWWA.

1. Repair the damaged cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.
2. Verify operation of the aviation lights. If operational, the lights should illuminate shortly after dusk. The work can be performed by in-house personnel from the ground.
3. Request that the antenna owners return to correct deficiencies in cable routing. The cable routing interferes with walking around the balcony.

RECOMMENDATIONS (IMMEDIATE WORK TO MEET EGLE REQUIREMENTS):

EGLE may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

1. Install a handrail on the roof to meet current EGLE requirements. Install a painter's railing on the roof around the new handrail. The estimated cost is \$25,000.
2. Modify the overflow pipe discharge so it points downward to bring it into compliance with current EGLE requirements. Reinstall a flap gate or duck bill check valve at the discharge. The estimated cost is \$4,000.
3. Replace the roof vent with a pressure vacuum vent to meet current EGLE requirements. The estimated cost is \$6,000.
4. Replace the threaded sample tap on the fill/draw pipe with a smooth ended sample tap as required by the EGLE. The work can be performed by in-house personnel.

RECOMMENDATIONS (WITH THE NEXT PAINT PROJECT):

Complete the recommended work in one to two years. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

1. High pressure water clean and overcoat the exterior with a fluoropolymer system. The estimated cost is \$160,000.
2. Recoat the foundations to help prevent further deterioration. The cost would be incidental to exterior painting.
3. Replace the deteriorated anchor bolt nuts on the legs. The estimated cost is \$1,000.
4. Install a hinged cover over the ladder opening in the balcony. The estimated cost is \$2,000.
5. Install rigging couplings on the roof for temporary fall prevention of workers in the wet interior. The cost would be incidental to the next painting project.
6. Tighten the loose sway rods. The cost would be incidental to the next paint project.
7. Install rigging couplings on the bowl. The cost would be incidental to the next painting project.
8. Install a 30 inch diameter riser manway. The estimated cost is \$10,000.
9. Install a second wet interior roof hatch that will be located inside the new roof handrail. The estimated cost is \$4,000.
10. Replace the sidewall/roof ladder with a vertical ladder and a step-off platform. The estimated cost is \$15,000.
11. Install a wet interior ladder that is equipped with a fall prevention device. The estimated cost is \$10,000.
12. Install a grated cover over the top of the riser. The estimated cost is \$5,000.

A DISCUSSION ON RESCUE AND RETRIEVAL OPERATIONS FROM ELEVATED STORAGE TANKS

Working on elevated water storage tanks is inherently dangerous. OSHA regulations give guidelines for the climbing on elevated structures. Contractors and Engineers/Consultants are responsible for their own employees, but even with safety training and proper equipment, accidents can occur. Most rescue squads are local or neighboring fire departments, with some departments having more experience than others. Water storage tanks are designed to store water and are not suited for rescue or retrieval convenience. We recommend that you meet with your local rescue personnel and draft a rescue plan. A copy of the plan should be kept at the tank and with the rescue crew.

OSHA does not require 30 inch manways or hatches but for rescue purposes 30 inch openings would allow enough room for a rescue basket with an injured person on it to pass through. Smaller openings may not be sufficient for retrieval.

Rescue personnel would gain access to the injured person using the existing ladders while attached to fall prevention devices. If possible, the basket would be lowered through the riser and out the opening in the bottom. If needed, the rescue crew would work from the roof inside a handrail. A tripod would be used to attach a winch to the basket. If the basket cannot fit through the riser then it would need to be raised to the roof.

From the roof it is possible to lower the basket over the side to ground level, but that would require a very large winch and increased loading on the attachment point. On a rainy, windy, or snowy day, the objective would be to get rescue personnel off the roof as soon as possible, so lowering through the dry interior is preferred. A helicopter rescue would need to be performed if it is not possible to lower the rescue basket down the dry interior.

Upgrades intended to make a rescue easier are included in this report. Dixon recommends 30 inch manways or hatches where possible and fall prevention devices on all ladders.

COST SUMMARY:

Exterior overcoat	\$160,000
Anchor bolt nuts	1,000
Balcony opening cover	2,000
Roof handrail and painter's railing	25,000
Overflow discharge modification	4,000
30 inch riser manway	10,000
Wet interior roof hatch	4,000
Pressure vacuum roof vent	6,000
Roof platform	15,000
Wet interior ladder	10,000
Riser grate	<u>5,000</u>
Sub Total	\$242,000
Engineering and Contingencies	<u>\$48,000</u>
Total	\$290,000

Note: Safety improvements other than the roof handrail are optional and can be delayed. Best price for safety improvements would be obtained by including them with the next painting project.

INSPECTION:

On June 28, 2021, Dixon Engineering Inc. performed a maintenance inspection on the 500,000 gallon radial arm (Hunter) elevated water storage tank owned by the City of Birmingham, Michigan. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report.

The inspection was performed by Trevor Felton, Staff Engineer. The inspector was assisted by Paul Spitzley P.E., and Larry Houck, Staff Technician.

A source of water for cleaning was provided by the city. Sediment was flushed from the wet interior. Following the inspection, chlorine was added to disinfect the tank per AWWA Standard C652-19 Method No. 3. Photos are included with this report.

GENERAL INFORMATION:

The tank was built in 1962 by CB&I with a height to low-water level of 66 feet 3 inches.

CONDITIONS AND RECOMMENDATIONS:

EXTERIOR COATING CONDITIONS:

Information on file with DIXON indicates that the exterior was last painted in 2000. The exterior was abrasive blast cleaned to SSPC-SP6 commercial condition. The coating applied was a urethane system.

The coating is in good condition overall. The coating is beginning to chalk and fade and there is loss of gloss. Surfaces have faded due to exposure to ultraviolet light which is a normal occurrence for an exterior coating system.

The riser and leg coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate and clear coat failures.

The bowl coating is in good condition with a few clear coat failures. There is light mildew growth on the bowl.

Coating on the top of the balcony and sidewall is in good condition with no significant deterioration. There is lettering on the sidewall that states "Birmingham" in two locations.

The roof coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate with rust undercutting and clear coat failures.

Good adhesion was noted on the ASTM X-cut test areas. If overcoating is not performed within the next two years, additional adhesion testing should be performed.

Note: The clear coat skips and failures on your tank are typical. This was a new fade resistant technology in the late 1990s and early 2000s, however it proved problematic, and the coatings have since been discontinued. New fluoropolymer systems provide similar fade resistance without these problems.

EXTERIOR COATING RECOMMENDATIONS:

Budget for overcoating in one to two years. The typical overcoat frequency for modern urethane systems is fifteen years. There is always a risk in overcoating the exterior, but we have had several successful projects when performed in the timeframe noted. The risk of poor adhesion of the overcoat system gets higher as the existing system gets older. Current adhesion showed the existing coating would support an additional coating system.

The recommended procedure is to high pressure water clean (5,000-10,000 psi) the exterior to remove any poorly adhered coating and any contaminants. Coating failures to the substrate would be spot power tool cleaned to bare metal (SSPC-SP11) condition. All sharp edges would be feathered into the surrounding coating.

The coating system would consist of a spot prime coat on the bare metal, a full coat of epoxy, and followed by a full coat of urethane and a topcoat of fluoropolymer. The fluoropolymer system offers excellent abrasion resistance with high gloss and sheen retention needed for dark and bright colors. The expected life of this system is fifteen years. The tank would be removed from service during the coating project. This is necessary to reduce condensation on the tank's surface. Fluoropolymer coatings have a minimum temperature requirement for application and are sensitive to moisture during the curing process. If moisture is present during the curing process, the appearance will become cloudy with little or no gloss. The estimated cost is \$160,000.

WET INTERIOR COATING CONDITIONS:

Information on file with DIXON indicated the wet interior was last painted in 2000. The wet interior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was an epoxy system.

The roof coating is in good condition with a few failures. Primary method of deterioration is spot failures to the substrate.

The deterioration is along the open lap seams and on the stiffeners. The roof contains open lap seams that have started to rust and streak. Rusting is typical for a roof where the lap seams are open and not seal welded. The presence of rust in the lap seams is not a concern but should be monitored during future inspections for additional corrosion.

growth. Corrosion on the roof stiffeners is typical but should be corrected before structural loss of steel occurs.

The sidewall coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate. There is no significant coating damage at the high-water level which would be the area most affected by ice movement. Most of the coating failures are on the sidewall stiffener and cathodic clips.

The coating on the bowl is in good condition with a few pinhole failures. The bowl was covered with approximately 1/4 inch of sediment that was flushed from the interior during the inspection.

The coating on the riser is in good condition with no significant deterioration.

The surfaces below the normal operating water level are covered with mineral staining which does not affect the integrity of the coating system.

There was pitting prior to the application of the previous coating system on the sidewall, bowl, and riser.

Overall adhesion of the coating is good. Adhesion was tested using a low-pressure power washer. With poor adhesion it would be possible to notice the coating fluctuate, and loose coating could be completely removed during cleaning. This is a crude form of testing, yet the least destructive. A destructive test involves cutting the coating to the substrate, the test area is then susceptible to corrosion.

WET INTERIOR COATING RECOMMENDATIONS:

The existing coating system has not deteriorated to the point where replacement is warranted. The cathodic protection system should adequately protect all areas below the high-water level where the coating has deteriorated. Reinspect in five years to update conditions and recommendations.

CATHODIC PROTECTION CONDITIONS:

The tank has a suspended impressed current cathodic protection system. Surfaces below the high-water level are protected by the submerged system that is suspended from ropes attached to the sidewall with a section through the riser. The supporting ropes and anode wires are damaged.

CATHODIC PROTECTION RECOMMENDATIONS:

Repair the damaged cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.

PIT PIPING CONDITIONS:

There is a pit adjacent to the tank/in the riser that contains piping and valves. The pit has a metal cover and a door in the sidewall that are in good condition. The piping is in good condition. The coating on the piping is in fair condition with general surface corrosion.

FOUNDATION AND ANCHOR BOLT CONDITIONS:

The exposed concrete foundations are in good condition with no deterioration. Only a few leg foundations are coated.

There are anchor bolts evenly spaced around each leg. The anchor bolts are in poor condition with heavy corrosion on several of the nuts.

FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:

Coat the exposed concrete with an epoxy coating system to help prevent deterioration. The cost would be incidental to exterior painting.

Replace the deteriorated anchor bolt nuts on the legs. The estimated cost is \$1,000.

GROUT CONDITIONS:

The grout between the baseplate and the foundation on the legs is in good condition with none damaged or missing.

BALCONY CONDITIONS:

The exterior balcony is a walkway with a railing that surrounds the sidewall. The balcony is in good condition overall. The balcony is 36 inches wide with a 36 inch high handrail. The handrail consists of vertical posts and balusters with a kick plate at the balcony floor. The balcony and railing do not conform to current OSHA requirements. The railing height is undersized.

There is an opening in the balcony walkway at the ladder. There is no cover over the opening.

BALCONY RECOMMENDATIONS:

Disclaimer:

OSHA currently requires railings to be 42 inches tall. Unless we feel balconies are unsafe, it is our opinion that if the balconies were built to code at the time of construction including the railing height and style, they do not require replacement. Codes can change regularly making compliance expensive and impractical. However, it is our responsibility to inform you of this possible deficiency.

Install a hinged cover over the ladder opening in the balcony. The estimated cost is \$2,000.

ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING CONDITIONS:

The tank does not have a roof handrail or a painter's railing.

There are no roof rigging couplings for safety and staging lines during wet interior coating work.

ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING RECOMMENDATIONS:

Install an OSHA compliant railing on the roof to meet current EGLE requirements. The railing would allow tie off locations during routine vent screen inspections, aviation light inspections, and would provide a safe work area for retrieval personnel performing a roof extraction. Install a painter's railing outside the railing. The estimated cost is \$25,000.

Install rigging couplings on the roof under the new painter's railing for fall prevention of workers in the wet interior. The cost would be incidental to the next painting project.

LIGHTING/ELECTRICAL CONDITIONS:

The tank has a double aviation light on the roof that appears to be in good condition. It could not be determined if the lights are operational.

LIGHTING/ELECTRICAL RECOMMENDATIONS:

Verify operation of the aviation lights. If operational, the lights should illuminate shortly after dusk. The work can be performed by in-house personnel from the ground.

ANTENNA CONDITIONS:

There are two roof antennas attached to free-standing mounting poles. There are three antennas attached to balcony railing. Cable routing interferes with access around the balcony and the cables are not secured.

ANTENNA RECOMMENDATIONS:

Request that the antenna owners return to correct the cable routing. The cable routing should be relocated so they do not interfere with access around the balcony.

SWAY ROD/BOWL SAFETY CONDITIONS:

There are sway rods and struts that connect between the legs. The rods are intended to keep the legs in alignment and are equipped with turnbuckles for adjusting tension. The sway rods and struts are in good condition. Because of the inaccessibility of the upper sway rods the tension could not be determined at every bay. However, based on the accessible bay at ground level it appears that the rods are not in proper tension as designed.

There are riser tie rods that extend from each leg to the riser. The rods are bolted to an angle on the riser. The rods help keep the legs and riser in alignment. The riser tie rods are in good condition.

There are no rigging couplings under the bowl for safety line attachments during exterior coating.

SWAY ROD/BOWL SAFETY RECOMMENDATIONS:

Tighten the loose sway rods. The upper sway rod bays were not inspected for tightness, the actual number of loose rods will need to be determined during the next rehabilitation project once the contractor rigs the structure. The cost would be incidental to the next paint project.

Install rigging couplings on the bowl halfway between each leg and the riser. The couplings would be used by contractors for rigging safety lines. The cost would be incidental to the next painting project.

OVERFLOW PIPE CONDITIONS:

The overflow pipe exits the upper sidewall, extends along the sidewall, through the balcony, and down along a leg to ground level. The end of the pipe is equipped with a screened flap gate that is in good condition. The pipe discharges at an angle to a catch basin. The air gap meets the required 12-24 inches. The discharge area is in good condition.

OVERFLOW PIPE RECOMMENDATIONS:

Modify the overflow pipe discharge so it points downward to bring it into compliance with current EGLE requirements. Reinstall a flap gate or duck bill check valve at the discharge. The estimated cost is \$4,000.

HATCH AND MANWAY CONDITIONS:

There is a 30 inch diameter roof hatch to the wet interior that is in good condition. The hinged cover is in good condition. There is no handhold next to the hatch to aid the climber while entering and exiting the opening. The hatch was not secured. The hatch neck curb height meets the minimum height requirement of 4 inches. The hatch cover lip meets the minimum height requirement of 2 inches. There was no gasket on the hatch. A gasket was installed on the roof hatch curb by the inspection crew.

There is an 18 x 12 inch manway in the riser to the wet interior that is in good condition. The manway gasket showed no signs of leakage and the bolts are in good condition.

HATCH AND MANWAY RECOMMENDATIONS:

Install a 30 inch manway in the riser. Average rescue baskets will not pass through the existing manway. The estimated cost is \$10,000.

Install a second wet interior roof hatch that will be located inside the new roof handrail. The estimated cost is \$4,000.

VENT CONDITIONS:

The roof vent is a flow through design that is in good condition. The screen is in good condition. The screen mesh size is larger than the recommended 24 mesh. There is no rain shield on the vent. This is a possible entry point for insects, though none were observed inside the tank.

VENT RECOMMENDATIONS:

Install a screened pressure vacuum vent to meet current EGLE requirements. The new vent would have a movable plate that would allow air to flow in and out of the tank even if the screens become plugged or frosted over. The vent would have a rain shield to prevent rainwater from entering the storage tank during high winds. The estimated cost is \$6,000.

LADDER CONDITIONS:

The exterior leg ladder starts approximately 20 feet above the ground and extends up to a small platform near the top of the leg column. There is a stairway and ladder that go from the platform to the balcony. The ladder does not meet OSHA size requirements. The leg ladder is equipped with a cable-type fall prevention device that is in good condition. There is a vandal guard on the leg ladder that is in good.

There is a fixed sidewall/roof ladder that follows the curve of the roof to the center near the vent. The ladder is in good condition. The ladder does not meet OSHA size requirements. The ladder is equipped with a cable-type fall prevention device that is in good condition.

There is no ladder in the wet interior.

LADDER RECOMMENDATIONS:

Disclaimer:

Unless DIXON feels ladders are unsafe, it is our opinion that if they were built to code at the time of construction, they do not require replacement. The code changed three times in the late 80's and early 90's and it seems excessive to replace ladders each time. However, it is our responsibility to inform you of this possible deficiency.

Replace the sidewall/roof ladder with a vertical ladder and a step-off platform. The estimated cost is \$15,000.

Install a wet interior ladder that is equipped with a fall prevention device. The estimated cost is \$10,000.

FILL/DRAW PIPE CONDITIONS:

The tank fills and draws from a single pipe. The fill/draw pipe penetrates through the bottom of the riser and extends 23 inches into the wet interior. There is a deflector plate over top of the pipe in the wet interior.

There is a sample tap on the fill/draw pipe located in the pit. The tap has a threaded end.

There is a threaded coupling on the fill/draw pipe for future attachment of a chemical feed line.

FILL/DRAW PIPE RECOMMENDATIONS:

Replace the threaded sample tap on the fill/draw pipe with a smooth ended sample tap as required by the EGLE. The work can be performed by in-house personnel.

WET INTERIOR SAFETY CONDITIONS:

There is no grate over or handrail around the riser opening.

WET INTERIOR SAFETY RECOMMENDATIONS:

Install a grated cover over the top of the riser with a hinged opening for access. The grate will prevent personnel from falling through the riser opening. The hinged access will allow for inspection of riser during maintenance inspections. The estimated cost is \$5,000.

WET INTERIOR METAL CONDITIONS:

The steel structure is in good condition overall. No significant pitting was observed at the coating failures on the sidewall, bowl, and access tube.

The interior roof is supported by radial stiffeners that are in good condition with minor corrosion at the edges.

There is a stiffener located at the upper sidewall. The stiffener is in good condition.

There is a platform located in the wet interior under the vent. The platform appears to be in good condition with moderate corrosion.

DIXON ENGINEERING, INC.
STEEL TANK FIELD INSPECTION REPORT
LEGGED TANK

DATE: June 28, 2021

OWNER: City of Birmingham

CLIENT CODE: 22-64-14-01

TANK NAME: Hunter

LOCATION: Address: 35108 Woodward Ave.

City: Birmingham

State: Michigan

TANK SIZE: Capacity: 500,000 gallons

Tank diameter: 60 feet 4 inches (from drawings)

Bottom (LWL): 66 feet 3 inches (from drawings)

Head range: 25 feet (from drawings)

Sidewall height from the balcony to top of wall: 10 feet 4¾ inches (from drawings)

CONSTRUCTION: Welded

Type: Radial arm

YEAR CONSTRUCTED: 1962

MANUFACTURER: CB&I

USE: Potable water and fire protection

Coating information below is from: Dixon spec/project

COATING HISTORY	<u>EXTERIOR</u>	<u>WET INTERIOR</u>
YEAR COATED	<u>2000</u>	<u>2000</u>
CONTRACTOR	<u>Kountoupes</u>	<u>Kountoupes</u>
SYSTEM	<u>Urethane with a clear coat from the balcony down</u>	<u>Epoxy</u>
SURFACE PREPARATION	<u>SSPC-SP6</u>	<u>SSPC-SP10</u>
MANUFACTURER	<u>Tnemec</u>	<u>Tnemec</u>
HEAVY METAL COATING SAMPLES	<u>No</u>	<u>No</u>
HEAVY METAL BEARING	<u>No</u>	<u>No</u>

PERSONNEL: Lead inspector Trevor Felton

Crew members Paul Spitzley and Larry Houck

METHOD OF INSPECTION: Dry

SITE CONDITIONS

Fenced: **Yes**

Site large enough for contractor's equipment: **Yes - including parking lot**

Control building: **Yes**

Antenna control site: **Yes**

Number: **1**

Type: **Platform**

Location: **Under tank**

Would antenna sites interfere with containment: **Yes**

Power lines within 50 feet: **Yes**

Are power lines attached to the structure: **No**

Would power lines interfere with containment: **No**

Site drainage: **Away from tank**

Indications of underground leakage: **No**

Shrub, tree, etc. encroachment: **Yes**

Rubbing on the tank: **No**

Would there be interference with future containment: **Yes**

EXPOSED PIPING

Location: **Adjacent to tank (in pit)**

Condition of structure: **Fair**

Structure is: **Dry**

Pump present: **No**

Drain line present: **No**

Hatch condition: **Good**

Locked: **Yes**

Pipe coating condition: **Fair**

Describe coating: **Spot coating failures to substrate, rust bleedthrough**

Condition of metal: **Good**

Piping comments: **Piping is dirty (looks like coating failures). The concrete is cracked throughout. There is a manhole cover on top and a door on the side (the door is locked)**

FOUNDATION

Riser:

Foundation exposed: **Yes - top only**

Exposed foundation condition: **Good**

Damage or deterioration: **No**

Foundation coated: **No**

Type of baseplate gap filler: **None**

Undermining of foundation: **No**

FOUNDATION

Legs:

Foundations exposed: **Yes - top only**
Exposed foundation condition: **Good**
Damage or deterioration: **Yes**
Type of damage: **Exposed aggregate**
Severity: **Minor**
Foundation coated: **Yes-top only (only on a few)**
Coating condition: **Good**
Type of baseplate gap filler: **Grout**
Condition: **Good**
Amount missing: **0 feet**
Undermining of foundation: **No**

EXTERIOR COATING

Legs:

Number: **8**
Type: **Tubular**
Dimensions: **42 inches**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Spot coating failures to substrate, clear coat failures**
Dry film thickness: **15-17 mils**
Adhesion: **4A**
Metal condition: **Good**
Leg comments: **All spot coating failures are on the baseplate and on the anchor bolts**

Riser:

Type: **Wet**
Diameter: **72 inches**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Spot coating failures to substrate, clear coat failures**
Mildew growth: **Yes**
Dry film thickness: **15-17 mils**
Adhesion: **5A**
Metal condition: **Good**
Bottom shell steel thickness: **0.511 inches**
Riser comments: **Only minor coating failures**

EXTERIOR COATING

Bowl:

Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Clear coat failures**
Mildew growth: **Yes**
Metal condition: **Good**

Sidewall:

Lettering: **Yes**
Number: **2**
Lettering content: **Birmingham**
Logo: **No**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **No significant coating deterioration**
Dry film thickness: **12-15 mils**
Adhesion: **5A**
Metal condition: **Good**

Roof:

Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Spot coating failures to substrate, rust undercutting, clear coat failures**
Dry film thickness: **12-14 mils**
Adhesion: **5A**
Metal condition: **Good**
Roof comments: **All coating failures are on the vent and ladder except for one**

EXTERIOR APPURTENANCES

Riser Manway:

Size: **18 x 12 inches**
Cover attachment: **Bolts**
Metal condition: **Good**

Anchor Bolts:

Number of bolts per leg: **4**
Diameter: **1 inch**
Metal condition: **Poor**

EXTERIOR APPURTENANCES

Bolt comments: **Fourteen nuts are heavily corroded**

Overflow Pipe:

Diameter: **8 inches**

Metal condition: **Good**

Discharge orientation: **Angle**

Screen condition: **Good**

Percent of screen open: **60**

Mesh size: **24**

Flap gate: **Yes**

Condition: **Good**

Air gap: **Yes**

Lowest part of discharge to the ground distance: **8 inches**

Overflow discharges to: **Catch basin with drain**

Condition: **Good**

Sample Tap:

Location: **In pit**

Pipe diameter greater than ¼ inch: **Yes**

12 inches or more above the floor: **Yes**

Down turned: **No**

Smooth end: **No - threaded**

In heated box/room: **No**

Condition: **Good**

Threaded Coupling (for chemical feed on the fill/draw pipe):

Location: **In pit**

Condition: **Good**

Leg Ladder:

Height to start of ladder: **20 feet**

Toe clearance: **Less than 7 inches**

Width of rungs: **Less than 16 inches**

Thickness of rungs: **¾ inch**

Shape of rungs: **Round**

Metal condition: **Good**

Fall prevention device: **Yes**

Type: **Cable**

Function properly: **Yes**

Cage: **No**

EXTERIOR APPURTENANCES

Vandal guard: **Yes**

Condition: **Good**

Step off platform: **Yes**

Dimensions: **28 x 24 inches**

Ladder comments: **Ladder consists of individual rungs welded directly to the leg**

Struts and Rods:

Number of bays: **1**

Sway rod metal condition: **Good**

Loose rods: **Yes**

Number of loose rods: **2**

Riser tie rod metal condition: **Good**

Connection to riser: **Angle**

Bowl Rigging Couplings:

N/A

Balcony:

Balcony width: **36 inches**

Railing height: **36 inches**

Midrail style: **None**

Kickplate height: **9 inches**

Vertical post type: **Angle (double at each leg)**

Size: **3 x 3 inches**

Top rail type: **Angle**

Size: **3 x 3 inches**

Opening for access: **Yes**

Location: **Balcony floor**

Size: **26 x 20 inches**

Handhold at opening: **Yes**

Opening security: **None**

Coating condition: **Good**

Describe coating: **Fading, no significant coating deterioration**

Metal condition: **Good**

Evidence of water ponding: **No**

EXTERIOR APPURTENANCES

Antennas:

Roof number: 2
Attached to: Free - standing pole
Balcony number: 3
Attached to: Railing
Cable runs: Along balcony railing
Leg number: 1
Antenna or cable interference: Yes
Routed across the balcony
Cables not secured
Location: Balcony
Cables interfere with access
Location: Balcony opening

Sidewall Ladder:

Design: Fixed
Metal condition: Good
Toe clearance: 7 inches or greater
Width of rungs: Less than 16 inches
Thickness of rungs: 3/4 inch
Shape of rungs: Round
Fall prevention device: Yes
Type: Cable
Function properly: Yes
Cage: No

Step-off Platform:

N/A

Roof Ladder:

Continuation of sidewall ladder

Roof Handrail:

N/A [Proposed diameter 30 feet]

Painter's Rail:

N/A

Roof Rigging Points:

N/A

EXTERIOR APPURTENANCES

Removable Cathodic Covers:

N/A

Wet Interior Roof Hatch:

Neck size: **30 inches**

Distance from center of the tank (to outer edge): **25 feet**

Shape: **Round**

Handhold at opening: **No**

Curb height: **4 inches**

Cover overlap: **2 inches**

Gasket on neck curb: **Yes (installed by Dixon)**

Hatch security: **None**

Metal condition: **Good**

Bolted Ventilation Hatch:

N/A

Roof Vent:

Number: **1**

Distance from center of the tank (to outer edge): **0 feet**

Type: **Flow-through**

Neck diameter: **48 inches**

Vertical screen condition: **Good**

Mesh size: **2**

Rain shield: **No**

Height of the lowest part of the screen above the roof: **8 inches**

Metal condition: **Good**

Aviation Lights:

Design: **Double red**

Location: **Free-standing mount**

Functioning: **Unknown**

Globe condition: **Good**

Electrical Components:

Electrical conduit condition: **Good**

Exposed wiring: **No**

WET INTERIOR COATING

Roof:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Spot coating failures to substrate**

Metal condition: **Good**

Lap seams: **Open**

Condition of lap seams: **Fair**

Roof comments: **All coating failures are at the stiffeners and lap seams**

Sidewall:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Spot coating failures to substrate**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **Yes**

Sidewall comments: **All coating failures are at cathodic clips and on the stiffener**

Tank Bottom:

Type: **Bowl**

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **Spot coating failures to substrate**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **Yes**

Sediment depth: **1/4 inches**

Bottom comments: **Only a few areas of pinhole coating failures**

Riser:

Topcoat condition: **Good**

Primer coating condition: **Good**

Describe coating: **No significant coating deterioration**

Mineral deposits: **Light**

Metal condition: **Good**

Active pitting: **No**

Previous pitting: **Yes**

WET INTERIOR APPURTENANCES

Ladder:

N/A

Cathodic Protection:

Location of clips: Sidewalls

Type: Ring

Location of controls: On riser

Ropes damaged: Yes

Wires damaged: Yes

Roof Stiffeners:

Radial:

Number: 20 inner, 24 outer

Dimensions: 7 x 2 inches (inner), 3 x 2 inches (outer)

Shape: Angle (outer) and channel (inner)

Connections: Welded

Ring Stiffener:

Number: 2

Dimensions: 5 x 3 inches (outer)

Shape: Angle

Connections: Welded

Coating condition: Fair

Metal condition: Good

Sidewall Stiffeners:

Horizontal number: 1

Location: Top of sidewall

Vertical stiffeners: No

Coating condition: Good

Metal condition: Good

Interior Platform:

Floor material: Plate

Coating condition: Fair

Metal condition: Good

Platform comments: Located under the vent, could only access if vent was removed

WET INTERIOR APPURTENANCES

Overflow Pipe Inlet:

Type: **Weir box**

Metal condition: **Good**

Fill Pipe:

Diameter: **12 inches**

Height above riser floor: **23 inches**

Deflector over end: **Yes**

Type: **Plate**

Metal condition: **Good**

Separate Draw Pipe:

N/A

Mixer:

N/A

Riser Safety:

N/A [opening size: 72 inches]

Siphon:

N/A

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.



500,000 gallon radial arm (Hunter) elevated water storage tank located in Birmingham, Michigan.



1) The riser foundation is in good condition overall. There is some exposed aggregate in the foundation.

2) Coating failures around the riser manway.



3) The riser coating is in good condition overall.



4) The riser tie rods are in good condition.

5) The leg foundations are in good condition with no deterioration.



6) There is heavy corrosion on several of the anchor bolt nuts on the legs.



7) Coating failures on a leg.

8) Same.



9) The coating on the legs is in good condition overall.



10) The sway rods are in good condition.

11) The overflow pipe discharges to a catch basin.



12) The screened flap gate on the overflow pipe is in good condition.



13) There is a vandal guard on the leg ladder.

14) The leg ladder is in good condition. The ladder is equipped with a fall prevention device.



15) The step-off platform at the top of the leg ladder is in good condition.



16) The coating on the bowl is in good condition overall with a few minor clear coat failures.

17) Same.



18) Same.



19) There is no cover over the ladder opening in the balcony.

20) The coating on the balcony is in good condition with no significant deterioration.



21) Same.



22) There are loose antenna cables on the balcony.

23) The sidewall coating is in good condition with no failures.



24) Same.



25) Same.

26) The sidewall/roof ladder is in good condition. The ladder is equipped with a fall prevention device.

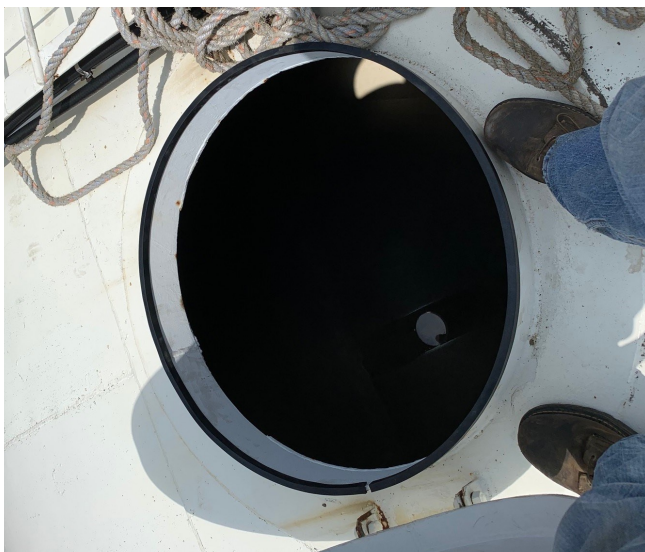


27) Same.



28) Coating failure on the sidewall/roof ladder.

29) The wet interior roof hatch is in good condition.



30) A gasket was installed on the hatch during the inspection.



31) The roof coating is in good condition overall with minor failures.

32) Same.



33) Same.



34) Coating failures on the roof vent.

35) The roof vent screen is in good condition, but is oversized.



36) There is no rain shield on the vent.



37) The double aviation light appears to be in good condition.

38) Coating failures on the wet interior roof.



39) Same.



40) Same.

41) The wet interior roof coating is in good condition overall.

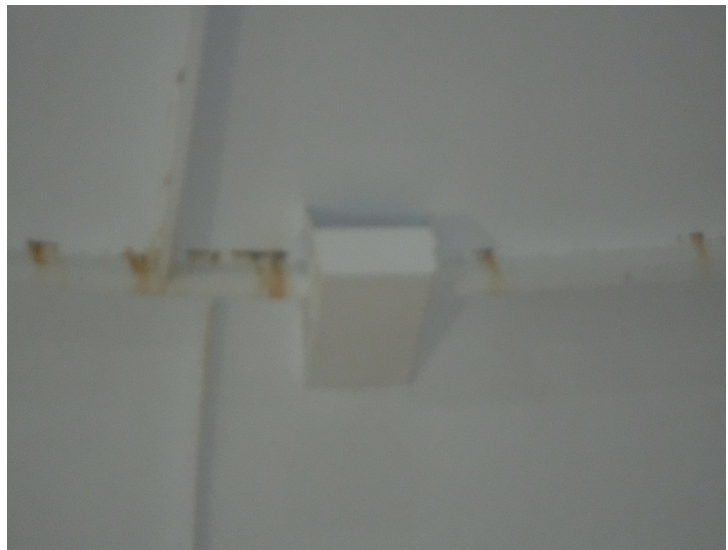


42) There is no significant coating deterioration on the wet interior sidewall.



43) Same.

44) The overflow weir box is in good condition.



45) Broken ropes supporting the cathodic protection system.



46) The bowl before cleaning.



47) The bowl after cleaning.



48) Minor pinhole coating failures in the bowl.



49) Same.

50) There is no safety grate over the riser in the wet interior.



51) A spot coating failure in the wet riser.

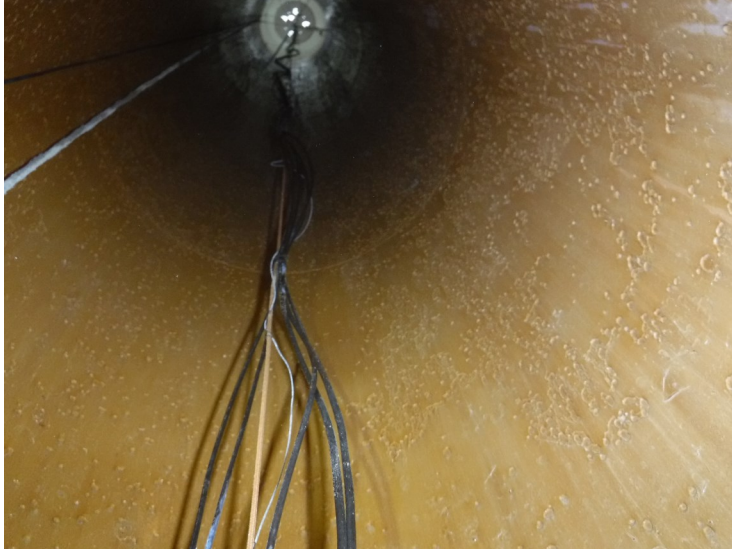


52) Same.

53) The riser coating is in good condition overall.



54) Same.



55) Same.

56) The fill/draw pipe enters the bottom of the riser and has a deflector plate over the pipe. The pipe and plate are in good condition.



57) Coating failures on the bottom of the riser.



58) The cover and door to the pit are in good condition.

59) Coating failures on the pit piping. There is a threaded sample tap on the piping.



60) There are a few different connection points that could serve as a chemical feed line.



MEMORANDUM

Engineering Department

DATE: January 20, 2022

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: 2022 Sewer Root Control Program Award

INTRODUCTION:

In an effort to proactively maintain the City sewer system, the Engineering Department, in cooperation with the Department of Public Services, recommends conducting another round of sewer root control treatment to sewer segments throughout the City. The City has previously used Duke's Root Control, Inc. to perform this type of work in the past, and we would recommend awarding them the work for this year, using HGACBuy pricing.

BACKGROUND:

As many of the City sewer segments are located in close proximity to trees, they occasionally have root intrusions through the joints or cracks in the pipe, or extending into the sewer from the sewer laterals. Root control treatment is a regular practice to mitigate the growth of the roots in the sewer system. The treatment consists of a chemical foam that is injected into the sewer pipes from the manholes, which penetrates the intruding roots, making them friable and will then break off over time. The root treatment chemicals used were developed for use in public municipal sewer systems, and are not harmful to people, pets or the trees. These treatments do not prevent future root intrusions, but are considered a maintenance technique to mitigate the root intrusions that are present at the time of treatment.

Duke's Root Control, Inc. is a preeminent contractor providing these specialized services across the county. Duke's has been used in the City for these services for many years, the last being in 2019. Based on the results of the 2018/2019 sewer televising & inspection work completed in the City, a five-year program was developed for root treatment. The "Year 1" segments were addressed in 2019, and we propose to address all of the "Year 2" segments with the upcoming project. The scope of work for the 2022 project includes over 27,500 feet of 8" to 30" diameter sewers. The quote from Duke's for completing the 2022 project is \$79,900.54, funds for which have been budgeted for FY 21/22.

HGACBuy is a nation-wide, government procurement service. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with State statutes. All units of local government, including non-profits providing governmental services, are eligible to become participating members. HGACBuy offers significant benefits to participating end-users, including expedited procurement, volume purchasing discounts, on-duty professional staff assistance, research and development of technical specifications, and contract administration. The City of Birmingham has been a member of HGACBuy since 2012.

LEGAL REVIEW:

Purchasing through a cooperative purchasing service, such as HGACBuy, complies with the City's procurement policies related to competitive bidding. Prior to issuing the notice to proceed, Duke's Root Control must provide evidence of insurance coverage meeting the City's requirements.

FISCAL IMPACT:

Funds for the 2022 Sewer Root Control Program, totaling \$79,900.54, are available in the Sewer Fund, Other Contractual Services, account number 590-536.002-811.0000.

PUBLIC COMMUNICATIONS:

While no action is required by residents, and sewer service will not be interrupted with the proposed work, the Engineering Department will hand-out notices to residents in advance of the work being performed on their section of the sewer system.

SUMMARY:

The Engineering Department recommends award of the 2022 Sewer Root Control Program to Duke's Root Control, Inc., with purchasing through HGACBuy, and is requesting authorization to issue a purchase order in the amount of \$79,900.54 to Duke's Root Control, Inc.

ATTACHMENTS:

- Map from 2019 showing sewer segments recommended for root control treatment
- HGACBuy Contract Pricing Worksheet from Duke's Root Control, Inc. for the 2022 Sewer Root Control Program

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the purchase of root control services, as quoted by Duke's Root Control, Inc. for the 2022 Sewer Root Control Program, in the amount not to exceed \$79,900.54. Funds for this purchase are available in the Sewer Fund, Other Contractual Services, account number 590-536-002-811.0000.

Birmingham Sewer System Root Treatment Schedule

Sewer System

Root Treatment Year

Year 1 [2019]

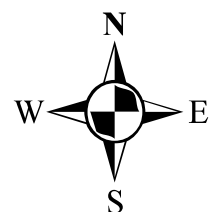
Year 2 [2022]

Year 3 [2023]

Year 4 [2023]

Manhole

Sewer Main



0 1,900 3,800 Feet

Based on frequency and severity of root intrusions

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915



Contract Pricing Worksheet

Ordering Instructions:

Return this Completed Worksheet AND your Purchase Order to
lisa@dukes.com AND your Duke's Representative listed on Worksheet.

Duke's will place your order with HGACBuy.

HGACBuy will send us both an Order Confirmation.

(Note: Worksheet Total must match PO Total)

If you have any questions, please contact your Duke's Representative.

To view Worksheet, click on the tab below called "Catalog - Price Sheet"



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

SC01-21

Date Prepared:

18-Oct

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Birmingham, MI	Contractor:	DUKE'S ROOT CONTROL, INC.
Contact Person:	Rebecca Janke, Lauren Wood, Jim Surhigh	Prepared By:	Bob Hunn
Phone:	248-530-1702	Phone:	614-354-3927
Fax:		Fax:	
Email:	Rjanke@hrcengr.com / lwood@bhamgov.org / cityengineer@bh	Email:	bob@dukes.com / lisa@dukes.com

Catalog / Price Sheet Name:	SEWER CLEANING, HYDRO EXCAVATING, INSPECTION EQUIPMENT, AND MISCELLANEOUS SERVICES
General Description of Product:	RAZOR ROOTER II CHEMICAL ROOT CONTROL

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
6555	SC211003 RAZOROOTER II CHEMICAL ROOT CONTROL 4" THRU 9"	1.69	11077.95
11240	SC211004 RAZOROOTER II CHEMICAL ROOT CONTROL 10" THRU 12"	2.02	22704.8
3074	SC211005 RAZOROOTER II CHEMICAL ROOT CONTROL 13" THRU 16"	2.83	8699.42
3983	SC211006 RAZOROOTER II CHEMICAL ROOT CONTROL 18" THRU 22"	5.04	20074.32
2689	SC211007 RAZOROOTER II CHEMICAL ROOT CONTROL 24" THRU 30"	6.45	17344.05
		6.45	0
		6.45	0
		1.4	0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
		Subtotal A:	79900.54

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
		Subtotal B:	0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

	Subtotal C:

Delivery Date:	12/31/2021	D. Total Purchase Price (A+B+C):	79900.54
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DATE: January 20th, 2022

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, City Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: DIA Inside Out Program – Birmingham 2022

INTRODUCTION:

The City of Birmingham has been selected by the Detroit Institute of Arts (DIA) for the 2022 Inside-Out program. The Inside-Out program consists of famous art works printed onto a weather proof screen and installed in various outdoor locations throughout a City.

BACKGROUND:

The program brings art work that is generally observed inside museums to outside spaces, hence the program name. Inside-Out also works to promote arts and culture in metro-Detroit and allows the DIA to collaborate with local municipalities. Birmingham was previously an Inside-Out participant in 2012.

City staff completed an application for Inside-Out in the summer of 2021. After approval by the DIA, City staff toured potential locations with employees of the DIA in November of 2021. The DIA staff have indicated six preferred locations and suggested an art piece for each location. The artworks range in size from 32" x 25" as the smallest to 39" x 62" as the largest.

Five of the original proposed locations were on city property while a sixth was proposed on the north elevation of 588 N. Old Woodward which faces Lot 6 where the Farmers Market is held.

On December 15th, 2021 the Public Arts Board (PAB) reviewed the proposed art for the proposed locations. The PAB requested that an additional art piece be placed at the Birmingham Bloomfield Art Center (BBAC). City staff recommended the art piece proposed for the wall on private property be moved to the BBAC. The PAB moved to recommend approval of the temporary art installations proposed by the DIA for the Inside-Out program as amended.

The proposed locations are as follows:

1. Birmingham Bloomfield Art Center
2. Shain Park
3. Baldwin Public Library
4. Birmingham City Hall
5. Booth Park
6. Quarton Lake – east of bridge

The timeline of the installation is proposed to run from May through November of 2022. The DIA needs to order the prints in a timely manner to be ready for a May install. City staff intends on bringing the proposal to the Parks and Recreation Board and the Library Board for an informal review to verify locations and accommodate any special requests prior to installation in May, 2022.

LEGAL REVIEW:

The City Attorney has reviewed the application for the temporary art installations and has no concerns regarding the form and content of the application. The agreement is also acceptable.

FISCAL IMPACT:

The DIA is responsible for all costs related to the creation and installation of the artwork.

PUBLIC NOTIFICATION:

A review of the application was conducted at the Public Arts Board on December 15th, 2021 where the agenda item was posted online.

SUMMARY:

The Planning Division requests that the City Commission consider the temporary art installations of the DIA Inside-Out program at the six proposed locations for the time period of May 2022 to November 2022.

ATTACHMENTS:

- Inside Out installation agreement
- Location photos with proposed artwork
- December 15th, 2021 Public Arts Board Memo & Minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve six temporary art installations of the DIA Inside-Out program at the following locations from May 2022 through November 2022:

1. Birmingham Bloomfield Art Center
2. Shain Park
3. Baldwin Public Library
4. Birmingham City Hall
5. Booth Park
6. Quarton Lake – east of bridge



2022 INSIDE|OUT Installation Agreement

This letter of agreement will confirm the participating site owner and DIA's commitment to the conditions of installation.

- a) A full-sized, framed reproduction of a work from the DIA's permanent collection will be produced at the museum's expense, using materials that are weatherproof and lightfast. Installation onto buildings will be performed by a licensed and insured sign contractor at the museum's expense, installation onto free-standing sign posts will be by DIA staff.
- b) Installations by sign contractor onto buildings will require anchoring the reproduction substrate with appropriate hardware. De-installation will also be performed by the same contractor, and includes remediation of mounting holes with materials specified by site owner in this agreement. The de-installed reproduction will remain the property of the DIA.
- c) Commercial general liability insurance during the period of exhibition will be covered by DIA underwriter (Lyman and Sheets Insurance Agency) with limits of insurance of \$1,000,000. each occurrence and \$2,000,000 annual aggregate.
- d) In the event of theft or vandalism, as budget allows, the DIA will replace or remove the reproduction at the museum's expense. Replacement will require approximately fourteen days from request to reinstallation. If for any reason the owner or municipality requests removal before the date specified in this agreement, the DIA will comply within five days, at the museum's expense.
- e) Cities and businesses involved in the project will be featured on a map on the DIA's website (www.dia.org). They will also be connected to the DIA through our social networks, including our Facebook, Flickr and Twitter accounts. The project will receive recognition through our newsletter and various printed and electronic communications.
- f) The duration of installation is approximately from **May** through **November**, although individual installation/de-installation dates may vary based on owner's arrangements with DIA site manager.

Community Contact:

Host Site: Birmingham

Owner/Contact Name: Brooks Cowan

Site Address: Birmingham Bloomfield Art Center - BBAC

1516 S Cranbrook Rd, Birmingham, MI 48009

Site Telephone: (248) 644-0866

Owner/Contact Telephone: (248) 530-4769

Site Fax: _____

Owner/Contact Fax: _____

Site E-mail Address: _____

Owner/Contact E-mail: BCowan@bhamgov.org

Zoning/Permits Required: _____

Requested Installation Date: May 2022 **Requested De-installation Date:** November 2022

TO BE FILLED OUT BY DIA



Title of Reproduction: View of Le Crotoy from Upstream

Artist/Culture: Seurat, Georges

Dimensions: 36x42.5

Building Material: _____

Special Mounting & Remediation Instructions : Free standing; call Miss Dig prior to installation

Will fill holes upon removal

Name & Signature of Owner/Contact:

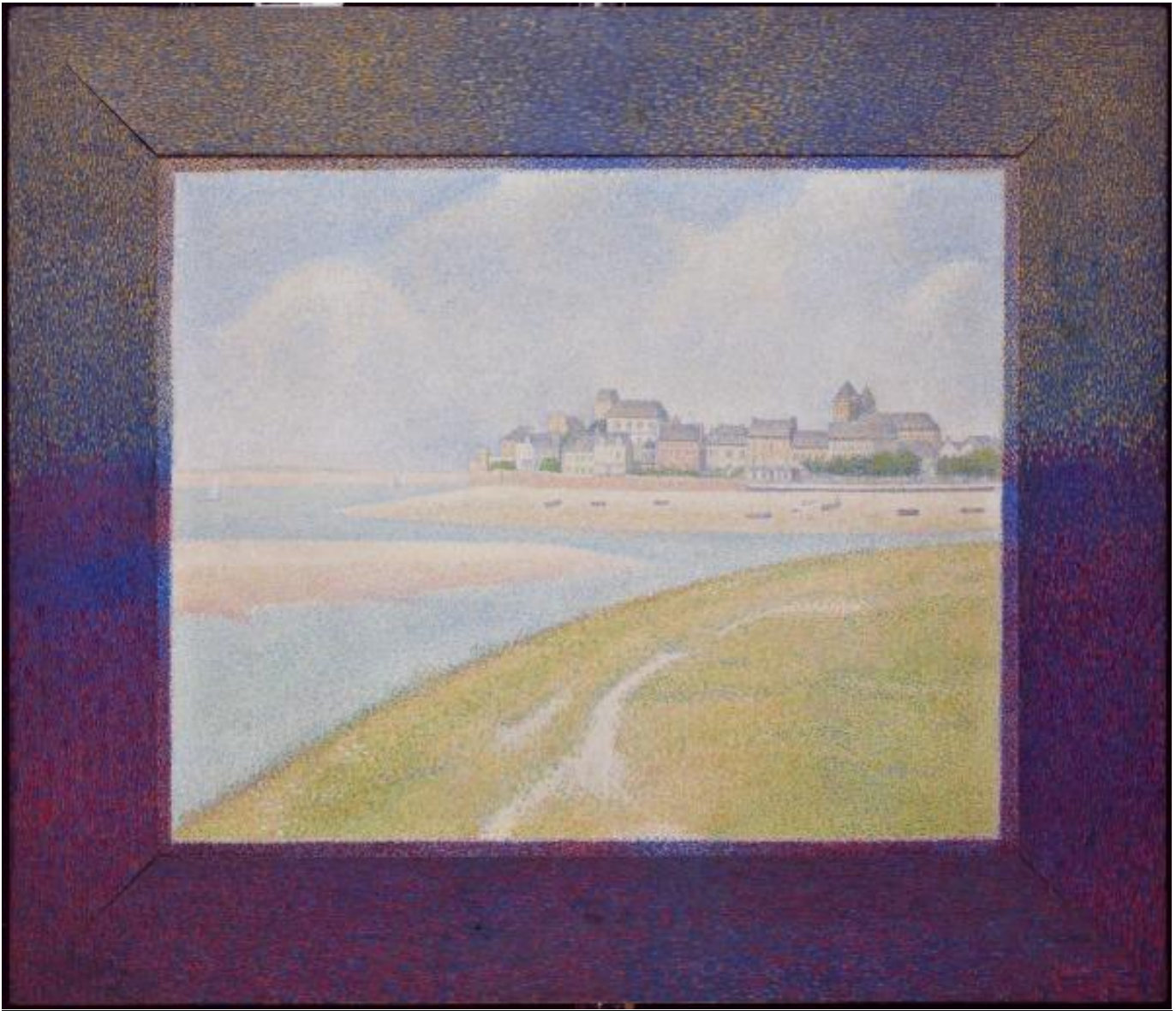
Date: _____

Name & Signature of DIA Community Engagement Manager:

Date: _____

Free Standing

All sites will need to be staked and reported to MISS DIG prior to installation. Free standing sites need 25-30 inches of in ground depth. The frame will be mounted to posts driven into the ground and secured with specialty hardware.



Community Contact:

Host Site: Birmingham

Owner/Contact Name: Brooks Cowan

Site Address: Shain Memorial Park
270 W Merrill St, Birmingham, MI 48009

Site Telephone: _____

Owner/Contact Telephone: (248) 530-1846

Site Fax: _____

Owner/Contact Fax: _____

Site E-mail Address: _____

Owner/Contact E-mail: BCowan@bhamgov.org

Zoning/Permits Required: _____

Requested Installation Date: May 2022 **Requested De-installation Date:** November 2022

TO BE FILLED OUT BY DIA



Title of Reproduction: Portrait of Postman Roulin

Artist/Culture: Vincent Van Gogh

Dimensions: 32 x 25 3/4 in.

Building Material:

Special Mounting & Remediation Instructions : Free standing; call Miss Dig prior to installation

Will fill holes upon removal

Name & Signature of Owner/Contact:

Name & Signature of DIA Community Engagement Manager:

Amanda Harrison

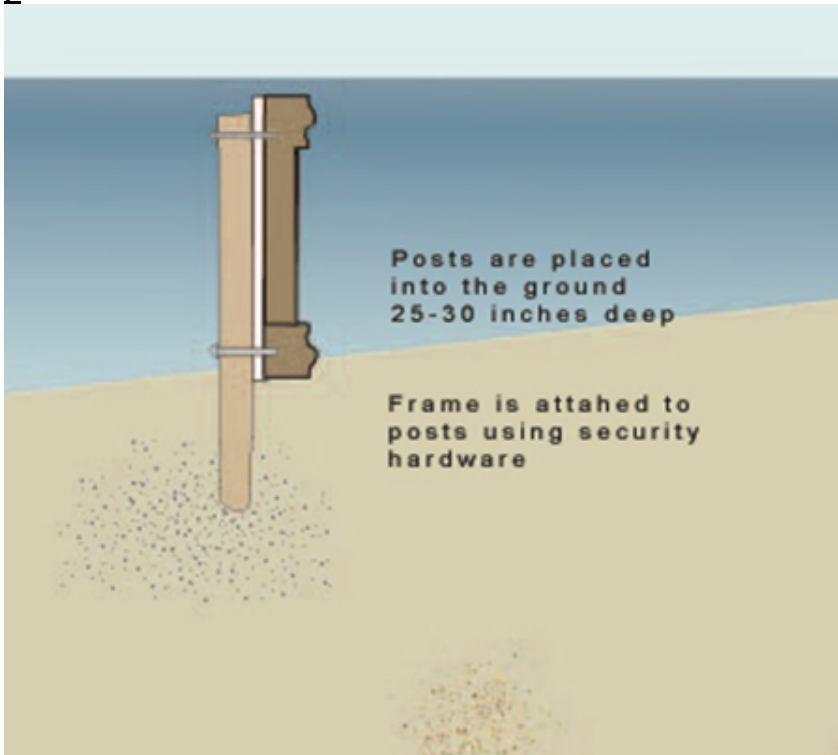
Date: _____

Date: 12.6.21

Free Standing

All sites will need to be staked and reported to MISS DIG prior to installation. Free standing sites need 25-30 inches of in ground depth. The frame will be mounted to posts driven into the ground and secured with specialty hardware.

L





Community Contact:

Host Site: Birmingham

Owner/Contact Name: Brooks Cowan

Site Address: Baldwin Public Library
300 W Merrill St, Birmingham, MI 48009

Site Telephone: _____

Owner/Contact Telephone: (248) 530-1846

Site Fax: _____

Owner/Contact Fax: _____

Site E-mail Address: _____

Owner/Contact E-mail: BCowan@bhamgov.org

Zoning/Permits Required: _____

Requested Installation Date: May 2022 **Requested De-installation Date:** November 2022

TO BE FILLED OUT BY DIA



Title of Reproduction: Nocturne in Black and Gold, the Falling Rocket

Artist/Culture: James Abbott McNeill Whistler

Dimensions: 32 x 25 ¾ in.

Building Material:

Special Mounting & Remediation Instructions : Free standing; call Miss Dig prior to installation

Will fill holes upon removal

Name & Signature of Owner/Contact:

Date: _____

Name & Signature of DIA Community Engagement Manager:

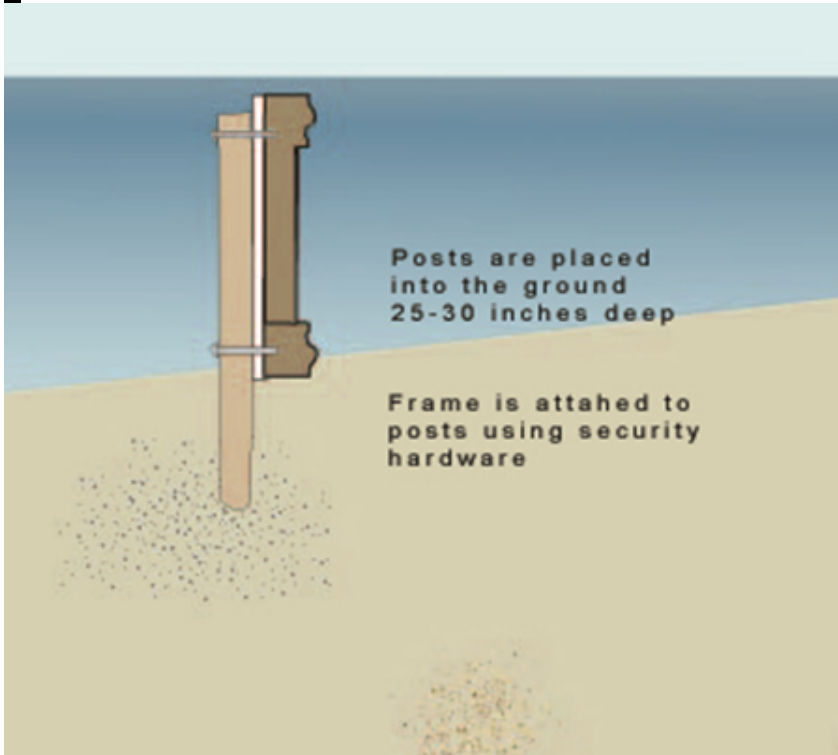
Amanda Harrison

Date: 12.6.21

Free Standing

All sites will need to be staked and reported to MISS DIG prior to installation. Free standing sites need 25-30 inches of in ground depth. The frame will be mounted to posts driven into the ground and secured with specialty hardware.

L





Community Contact:

Host Site: Birmingham

Owner/Contact Name: Brooks Cowan

Site Address: Birmingham City Hall
151 Martin St, Birmingham, MI 48009

Site Telephone: _____

Owner/Contact Telephone: (248) 530-1846

Site Fax: _____

Owner/Contact Fax: _____

Site E-mail Address: _____

Owner/Contact E-mail: BCowan@bhamgov.org

Zoning/Permits Required: _____

Requested Installation Date: May 2022 **Requested De-installation Date:** November 2022

TO BE FILLED OUT BY DIA



Title of Reproduction: Animals in a Landscape

Artist/Culture: Franz Marc

Dimensions: 45 x 40 ¾ in

Building Material:

Special Mounting & Remediation Instructions : Free standing; call Miss Dig prior to installation

Will fill holes upon removal

Name & Signature of Owner/Contact:

Name & Signature of DIA Community Engagement Manager:

Amanda Harrison

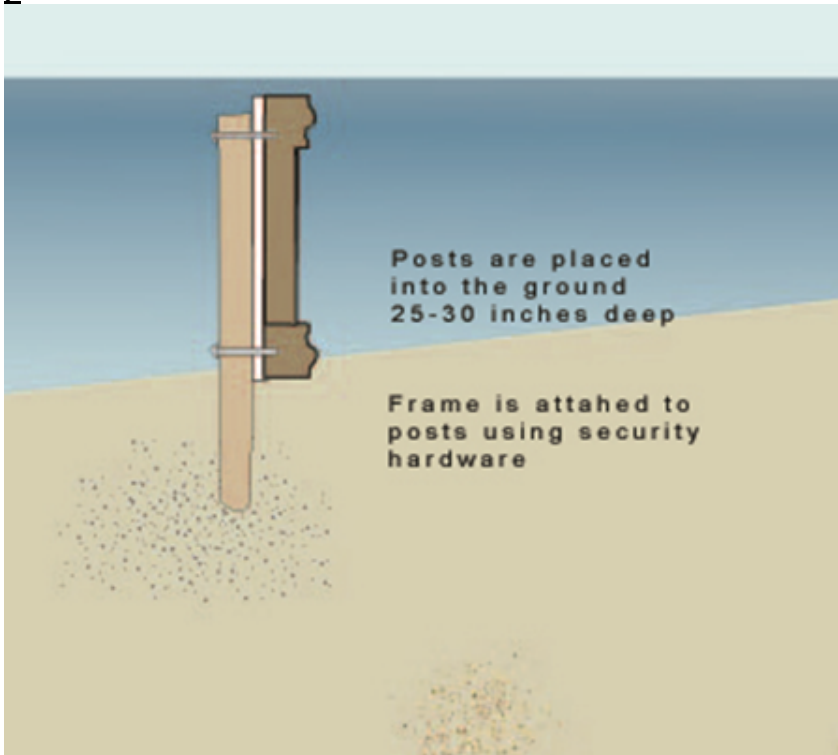
Date: _____

Date: 12.6.21

Free Standing

All sites will need to be staked and reported to MISS DIG prior to installation. Free standing sites need 25-30 inches of in ground depth. The frame will be mounted to posts driven into the ground and secured with specialty hardware.

L





Community Contact:

Host Site: Birmingham

Owner/Contact Name: Brooks Cowan

Site Address: Booth Park
Booth Trail, Birmingham, MI 48009

Site Telephone: _____

Owner/Contact Telephone: (248) 530-1846

Site Fax: _____

Owner/Contact Fax: _____

Site E-mail Address: _____

Owner/Contact E-mail: BCowan@bhamgov.org

Zoning/Permits Required: _____

Requested Installation Date: May 2022 **Requested De-installation Date:** November 2022

TO BE FILLED OUT BY DIA



Title of Reproduction: Movement #27

Artist/Culture: Kwesi Owusu-Ankomah

Dimensions: 38.5 x 55

Building Material: _____

Special Mounting & Remediation Instructions : Free standing; call Miss Dig prior to installation

Will fill holes upon removal

Name & Signature of Owner/Contact:

Name & Signature of DIA Community Engagement Manager:

Amanda Harrison

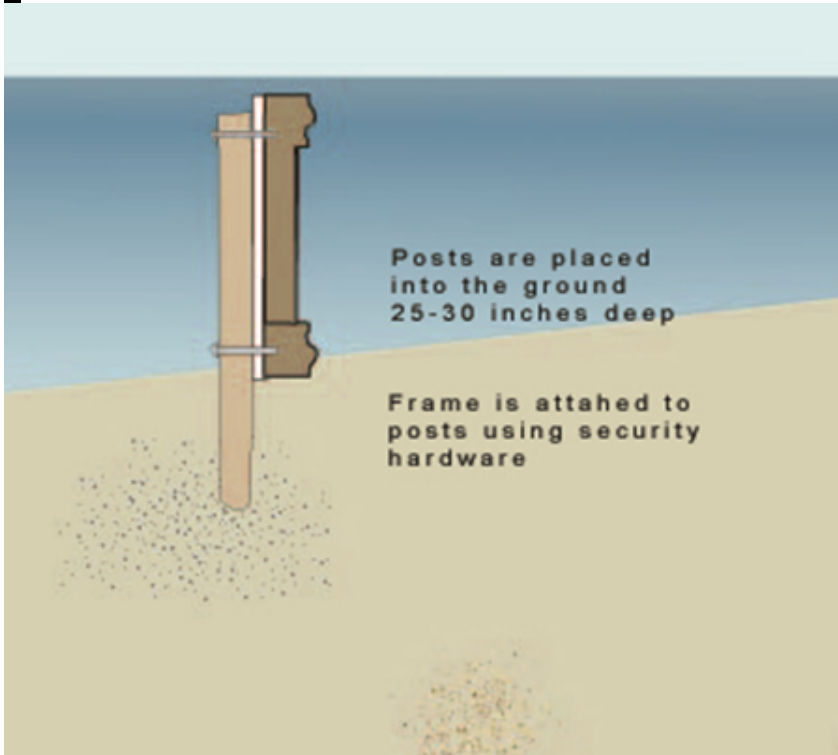
Date: _____

Date: 12.6.21

Free Standing

All sites will need to be staked and reported to MISS DIG prior to installation. Free standing sites need 25-30 inches of in ground depth. The frame will be mounted to posts driven into the ground and secured with specialty hardware.

L





Community Contact:

Host Site: Birmingham

Owner/Contact Name: Brooks Cowan

Site Address: Booth Park
Booth Trail, Birmingham, MI 48009

Site Telephone: _____

Owner/Contact Telephone: (248) 530-1846

Site Fax: _____

Owner/Contact Fax: _____

Site E-mail Address: _____

Owner/Contact E-mail: BCowan@bhamgov.org

Zoning/Permits Required: _____

Requested Installation Date: May 2022 **Requested De-installation Date:** November 2022

TO BE FILLED OUT BY DIA



Title of Reproduction: The Lily Pond

Artist/Culture: Eaton, Charles Harry

Dimensions: 39 1/4 x 62 in.

Building Material:

Special Mounting & Remediation Instructions : Free standing; call Miss Dig prior to installation

Will fill holes upon removal

Name & Signature of Owner/Contact:

Date: _____

Name & Signature of DIA Community Engagement Manager:

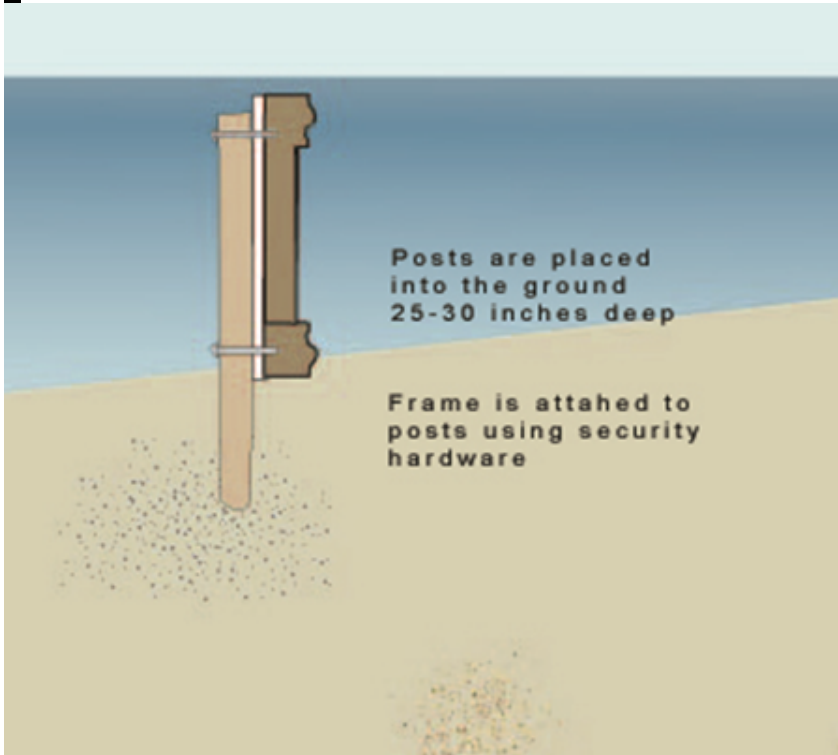
Amanda Harrison

Date: 12.6.21

Free Standing

All sites will need to be staked and reported to MISS DIG prior to installation. Free standing sites need 25-30 inches of in ground depth. The frame will be mounted to posts driven into the ground and secured with specialty hardware.

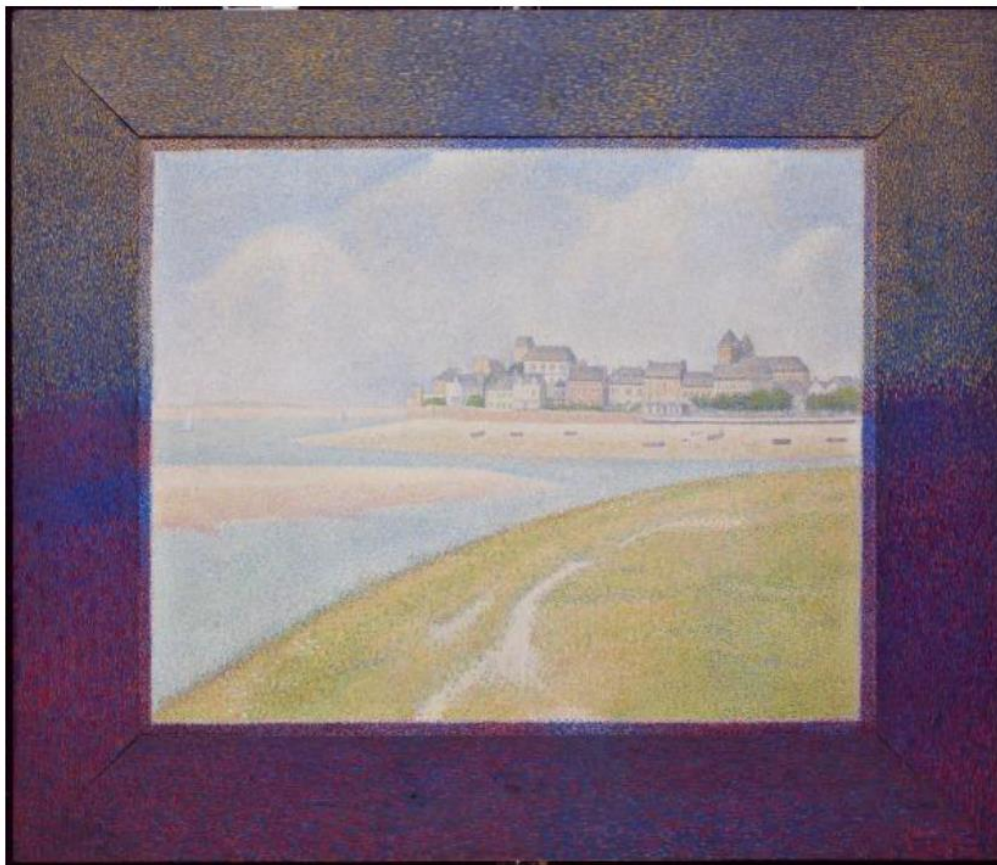
L



1.) Birmingham Bloomfield Art Center



View of Le Crotoy from Upstream
Georges Seurat
36" x 42.5"



2.) Shain Park – 270 W. Merrill



Portrait of Postman Roulin
Vincent Van Gogh
32" x 25"



3.) Baldwin Public Library



Nocturne in Black and Gold, the Falling Rocket
James Abbot McNeil Whistler
32" x 25"



4.) Birmingham City Hall



Animals in a Landscape
Franz Marc
45" x 40"



5.) Booth Park



Movement #27
Kwesi Owusu-Ankomah
38" x 55"



6.) Quarton Lake – Greenspace to the right of path & bridge



The Lily Pond
Charles Harry Eaton
39" x 62"





MEMORANDUM

Planning Division

DATE: December 15th, 2021

TO: Public Arts Board Members

FROM: Brooks Cowan, Senior Planner

SUBJECT: DIA Inside-Out Program - 2022

The City of Birmingham has been selected by the Detroit Institute of Arts (DIA) for the 2022 Inside-Out program. The Inside-Out program consists of famous art works printed onto a weather proof screen and installed in various outdoor locations throughout a City. The program brings art work that is generally observed inside museums to outside spaces, hence the program name. Inside-Out also works to promote arts and culture in metro-Detroit and allows the DIA to collaborate with the metro area. Birmingham was previously an Inside-Out participant in 2012.

City staff completed an application for Inside-Out in the summer of 2021 and toured potential locations with DIA staff in November of 2021. The DIA staff have indicated six preferred locations and suggested an art piece for each location. Five of the locations are on city property while a sixth is proposed on the north elevation of 588 N. Old Woodward which faces Lot 6 where the Farmers Market is held. The timeline of the installation is proposed to be between May and November of 2022.

Images of the proposed locations are included below. The suggested art work for each location is also included in the attached packet from the DIA.

Suggested Action:

Make a recommendation to approve the temporary art installations of the DIA's Inside-Out program in the locations indicated in the application.

Public Arts Board Minutes

Public Meeting on Zoom – December 15th, 2021

A. Roll Call:

Members Present: Barbara Heller, Monica Neville, Annie VanGeldereren, Jason Eddleston, Anne Ritchie, Natalie Bishae

Members Absent: Marla Kaftan, Nora Sherifaj (Student Rep)
Hadley Lovell (Student Rep)

Administration: Brooks Cowan, City Planner

B. Approval of Minutes – November 17th, 2021

It was noted that Anne Ritchie was not in attendance for the November meeting and that Jason Eddleston was in attendance.

Motion to approve minutes as amended made by Annie VanGeldereren, seconded by Monica Neville.

Yeas: 6 Nays: 0

The motion carried.

D. New Business

1. DIA Inside – Out

The Detroit Institute of Art approved Birmingham to be a part of their Inside – Out program for 2022. The DIA proposed art work to be posted outside in six locations throughout Birmingham. The Public Arts Board liked the proposals but wanted to pursue having another piece of art installed at the BBAC. Staff indicated they would contact the DIA to inquire about another piece of art.

A motion was made by Anne Ritchie, seconded by Annie VanGeldereren, to recommend the temporary installation of the DIAs Inside Out artwork in the proposed locations, and to pursue additional art from the program to be installed at BBAC.

Yeas: 6 Nays: 0

The motion carried.

DATE: 1/20/2022

TO: Thomas M. Markus, City Manager

FROM: Ryan Weingartz, Parking System Manager

SUBJECT: Chester Street Parking Structure Elevator Pit Repair

INTRODUCTION:

Staff was notified in December 2021 that the elevator at Chester Street Structure was taken out of service by the State Elevator Inspector, due to 4 feet of water in the elevator pit. The State Inspector will not put the elevator in service until repairs are made.

BACKGROUND:

Water was reported in the Southeast elevator pit by a Kone elevator tech on July of 2020. Water has been pumped out multiple times since July, 2020, and water continues to enter the pit from the south facing wall. A State Elevator Inspector took the elevator out of service in December of 2021, and stated that he would not put the elevator back in service until waterproofing repairs are complete. Staff worked with Wiss, Janney, Elstner Associates (WJE) who provided an assessment of findings and repair recommendations. Current construction at Chester is being performed by Pullman. Staff asked Pullman to quote the repairs for the recommendations provided by WJE.

LEGAL REVIEW:

The City attorney has drafted a new contract regarding a new scope of service from the original signed contract.

FISCAL IMPACT:

The proposal provided by Pullman is \$20,650.00, the original signed agreement with Pullman accounted for 20% contingency for occurrences like this. This would be paid out of approved P.O. 113975, with a not to exceed number of \$523,800.00. As approved by the City Commission on September 20, 2021

PUBLIC COMMUNICATIONS:

None

SUMMARY

Make the following waterproofing repairs to the southeast elevator pit:

- Install new sump pit through the floor to the top of the mat slab foundation in Stairwell B
- Saw-cut concrete trench and install 4" perforated pipe in stairwell floor, run from new sump pit to edge of elevator pit/shaft wall within Stairwell B; Install new concrete
- Furnish and install electric float sump pump in new sump pit; discharge from sump pit into existing floor drain in parking garage via garden hose

- Furnish and install new 110vAC electrical service from nearest source for sump pump (assumes power source can be connected within 50 LF)
- Mechanically clean inside walls of elevator pit, and dry as best possible
- Cap existing pipe in elevator sump pit
- Prep and repair existing voids/spalls on South wall of elevator pit
- Grind drainage paths into the top of the mat slab/floor of elevator pit at perimeter
- Epoxy-inject vertical line from elevator pit to above grade (approx. 15 LF)
- Epoxy-inject horizontal line at top-of-foundation wall (approx. 10 LF)
- Exterior Repairs
 - Remove/replace weather seals with new silicone sealant at curtain wall glazing at grade level only
 - Tuckpoint brick sill beneath curtain wall at Stairwell B
 - Install cementitious positive slope of brick sill at foundation

ATTACHMENTS:

1. Assessment from WJE

SUGGESTED COMMISSION ACTION:

- A. Make a motion adopting a resolution confirming City Manager's authorization for the emergency expenditure related to the repair of the Chester Street Structure elevator pit by Pullman to be charged to the Automobile Parking System Fund, Park Parking Structure Elevator Maintenance account #585-538.008-930.0200



Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Suite 3580
Bingham Farms, Michigan 48025
248.593.0900 tel
www.wje.com

January 4, 2021

Ryan Weingartz
Parking Systems Manager
City of Birmingham
151 Martin Street
Birmingham, MI 48009

Chester Street Garage Elevator Water Infiltration

WJE No. 2019.6318.2

Dear Ryan Weingartz:

As requested by the City of Birmingham, Wiss, Janney, Elstner Associates, Inc. (WJE) has performed a review of the water infiltration within the southeast elevator pit of the Chester Street parking structure (Chester). This letter provides a summary of the findings and recommendations specifically related to water infiltration affecting the southeast elevator pit.

BACKGROUND

WJE has been involved with the assessment and repairs of several parking structures, including Chester, for the City of Birmingham since 2019. WJE's report dated April 30, 2021, identified water infiltration associated with deterioration of water management elements at the southeast corner of the structure and provided a cost estimate for repairs to mitigate this water infiltration.

OBSERVATIONS AND DOCUMENT REVIEW

On December 15, 2021 Ryan Grabow of WJE observed the interior of the elevator pit and surrounding area. Kone elevator personnel provided access to the elevator pit. Ryan Weingartz and Anne Jay of SP+ were onsite during portions of the work. Prior to this site work, construction drawings from Luckenbach Zieglerman and Partners, Inc and Walker Parking Consultants dating from 1988 were reviewed. Pertinent field observations include:

1. **Floor of elevator pit:** The elevator pit upon entry had low levels of water at depressed areas of the floor slab, up to approximately ½" deep (Figure 1).
2. **Sump:** The sump pit was full of water with the sump pump disconnected from the pipe. Kone reported elevator pits were converted from wet sumps (with a pump to eject water) to dry sumps (a location for water to collect) due to concern of ejecting hydraulic oil into the environment. Although the pump was disconnected from the outlet piping, the pipe remained open and was not capped off (Figure 2). WJE drained the water from the sump using a portable sump pump.
3. **Active Infiltration:** Active water infiltration is seeping in along the south wall separating the elevator shaft from the southeast stair, or Stair B on the construction plans. Water entry is apparent at the joint between the cast-in-place concrete wall and concrete masonry unit located 43½" above the pit floor (Figure 3). Damp conditions are present along the majority of this joint on the south wall. The first

course is brick-sized CMU (approximately 3½" high by 8" long). The top of this course aligns with the floor slab of the stairway (Figure 4). Steel mounted directly against or embedded into the south wall exhibits significantly more corrosion than steel mounted at the same elevation at other walls. Water lines are present within the pit to about 28" above the pit floor.

4. **Void / Spall:** A concrete void is present in the south wall where the wall meets the floor (Figure 5). A portion of the void appears consistent with a rectangular-profile expanding-type waterstop. Active water flow was not apparent; however, due to the wet floor conditions, the possibility of low volume or seepage level infiltration was not able to be eliminated from this location. This void is visually consistent with being present for a long time, perhaps from the original construction.
5. **Parging and Paint:** Paint is present on the concrete and CMU and is flaking off areas of the concrete surfaces, as visible in Figure 5. At the course of brick-sized CMU the mortar joints are partially obscured, consistent with parging applied to this course prior to painting (Figure 6).
6. **Water at Stairway B:** Water was observed within the adjacent southeast stairwell, labeled Stair B on the plans. Ms. Jay of SP+ reported water has been previously observed across the floor of the stair.
 - a. Water was present within gaps of the concrete floor which increased over the course of the day (Figures 7 and 8). Water was vacuumed out of a joint near a column while the water level in other unconnected joints several feet away were monitored for a response. The water level in the monitored joints reduced slowly, and after time the water level began to rise again in all locations. The delayed response behavior is indicative of the joints being hydraulically connected, but through a path that has resistance, such as narrow gaps or slow draining soils. Water will migrate beneath the slab, but slowly.
 - b. Water was tracking down the inboard surface of the masonry veneer of the foundation wall, frequently near the vertical columns of the glazing system above the masonry (Figures 9 and 10). The water entry was observed up to the top of some columns (Figures 11 and 12).
7. **Foundation Waterproofing:** A shallow excavation was performed at the exterior of the elevator pit to review the waterproofing (Figure 13).
 - a. Metal flashing is embedded in the concrete 18" below the top of the concrete and approximately 8" below grade. Below the flashing a thin layer of light gray material is applied to the wall. A localized area of this material was partially displaced by removal of the adjacent soil (Figures 14 and 15). The soft light gray colored material is consistent with a trowel applied bentonite application. If the bentonite was installed by panelized boards, no remnants of the board was observed in the shallow excavation.
 - b. The drawings indicate a bituminous membrane waterproofing and protection board to be installed on the outboard surface of the foundation terminating at a lead shield. The metal flashing is consistent with the lead shield; however, no bituminous membrane or protection board materials were encountered in the shallow excavation. The light gray material suspected to be bentonite was present in place of the bituminous membrane.

- c. The drawings indicate the foundation wall separating the fill beneath the stair from the elevator pit is to have bituminous waterproofing applied on the stair side of the foundation wall. This area has not been exposed for review.
8. **Stairway Construction:** The following was observed through reviewing the construction drawings or our on-site observations.
 - a. The exterior below grade walls of the stairway are illustrated with cast-in-place concrete with interior masonry veneer. The masonry veneer is annotated to be attached with dovetail anchors cast into the concrete. No cavity grouting is listed.
 - b. The foundation of the stairway is a continuous mat slab with the foundation of the elevator pit. Several feet of infill soil is present beneath the floor slab of the stairway and above the mat slab.
 - c. A masonry control joint is illustrated at the masonry at the inboard side of the stair near the corner of the elevator pit (Figures 16 and 17). WJE opened the sealant at this joint on December 21, 2021 to review the concealed construction. The joint was opened above and below the handrail at the lower level stairs. Above the handrail mortar spans the joint and remains obstructed. Below the handrail the joint revealed the brick abuts the concrete backup with no intentional cavity present. Mortar intermittently projected within the control joint. An orange tint was observed near where brick meets the concrete foundation wall.
 - d. The metal stair stringer at the base of the stair is corroding.
9. **Glazing Sealant:** The glazing system is a four-sided structural silicone curtainwall system and is anticipated to use silicone perimeter sealants for its weather sealing applications.
 - a. The glazing perimeter sealant at the sill of the elevator shaft curtainwall exhibits localized adhesive failure from the masonry sill below (Figure 18).
 - b. Deficiencies including voids and prior remedial sealant applications are present in the perimeter sealant at the curtainwall between the elevator shaft and stair (Figure 19).
 - c. Water observed tracking down the curtainwall framing from the roof level indicates weather sealing failures are present at higher elevations than were able to be observed at arm's length from grade.
10. **Masonry and Concrete:** Additional potential concerns noted at the brick masonry and cast in place concrete include:
 - a. Adhesive mortar bond failures are present at joints in the brick masonry sill (Figure 20).
 - b. The exposed concrete beneath the brick sill does not have an intentional pitch to drain. The joint between the brick and concrete retained a damp appearance several days after rain occurred (Figure 21).
11. **Potential Foundation Water Source:** Due the concealed condition of most of the concrete foundation, the possibility of a foundation leak could not be eliminated at this time. The observed above grade water infiltration paths may account for the water accumulating beneath the floor slab at Stair B.

DISCUSSION

Water Paths

Water is confirmed to be entering at the south wall of the elevator pit where active seepage was noted, approximately 44" above the pit floor. This south wall shares a common foundation with stair B and a masonry cavity between the brick and foundation wall. Although the possibility of a leak through the joint at the floor of the elevator pit could not be fully eliminated due to the wet conditions, there was not apparent water entry at the elevations of the mat slab or corners of the concrete walls around the pit.

Beneath Stair B, the fill between the mat slab and the floor slab creates a reservoir of water. When this reservoir becomes overfilled and water seeps upwards onto the floor slab as observed, the water level in the reservoir is approximately 3" above the elevation where water was observed entering the elevator pit. The fill within this region is illustrated with an earth style hatch and a layer of drainage aggregate directly beneath the concrete floor slab in the construction drawings. Since the construction drawings illustrate waterproofing on the stair side of the elevator pit foundation wall, the design appears to anticipate wet conditions may occur beneath the stair floor slab. The slow response the of water level changes between the joints indicates the material near the top of the reservoir behaves more like a sand or soil fill than a drainage aggregate, such as pea gravel. This behavior negatively affects how readily water can be absorbed into the reservoir and its effectiveness in collecting and draining water, including reaching the proposed sump pit. The slow response is an indication that water reaching the joint between the floor slab and the wall may move laterally in the joint prior to draining into the fill beneath the floor slab. The opportunity for lateral water movement in the joint makes the location of the proposed sump pit and ability to intercept the wall to slab joint critical.

Based on the findings of our investigation, water may approach the point of entry into the elevator pit from three directions (Figures 22 through 24).

- **Path 1 - Above:** Water was observed draining down the inboard surface of the masonry veneer within the stairs. Water that breaches the masonry sill near the elevator can travel within the cavity between the concrete foundation and masonry veneer. If this is occurring at the jamb of the glazing system water can spread along the surfaces within the cavity and arrive from above. Note that water was not observed on the inboard brick surface at this location; however, that does not exclude the possibility of water bypassing the brick masonry and traveling on the concealed concrete surface.
- **Path 2 - Laterally at base of the wall:** Water that has entered the cavity between the brick masonry veneer and concrete foundation wall can travel laterally and reach the cavity between the brick masonry and CMU shaft wall. Water may also travel laterally at the joint between the floor slab and wall before being absorbed into the fill beneath the floor.
- **Path 3 - Laterally from beneath the stair floor:** Water at the elevation of the floor of the stair is higher than the point of entry into the elevator pit. Water can move laterally from beneath the floor to the point of entry to the elevator pit.

The elevator sump pit creates an additional potential point of entry risk. A backflow preventer is likely to be present in the pipe system, but these components can leak or fail. Capping the pipe would reduce the

risk of water entering from the pipe system. The construction of the sump pit was not detailed on the construction drawings. Due to the sump pit having been full of water at the time of the inspection, it is undetermined if the elevator sump is an additional source of water.

Options for Repair

Due to the location being susceptible to multiple paths of water and elevator support components susceptible to corrosion being embedded into the wall, removing the water is a preferred solution to stopping entry at the surface of the elevator pit.

1. **Vertical Cut Off Injection:** Establish a vertical cut-off injection to obstruct lateral migration from the foundation wall to the elevator shaft wall. This may be performed as a low application or extend to the full height of the foundation wall. The sealant at the control joint in the stairwell is to be repaired prior to retain the injection materials. Also note that pressure from the injection process may deform the sealant and the sealant may require replacement after injection.
 - a. A low corner application is likely to only address water migrating horizontally at the base of the wall.
 - b. The full height injection of about one-story high, may also address water spreading across and migrating down the foundation wall between the brick and concrete.
2. **Horizontal Joint Injection:** Establish a horizontal cut-off injection to obstruct lateral migration from the fill beneath the stairs. This should be targeted at the joint between the top of the foundation and the base course of brick sized solid concrete units. The full size (8x8x16) CMU blocks are expected to have voids within the head joints even if the cores are fully grouted. Reducing the water level beneath Stair B is expected to be the primary means to manage this pathway, but the horizontal joint injection offers some redundancy that may force the water onto the stair floor where it is visible instead of concealed within the elevator pit.
3. **Provide Slope to Sump:** The elevator pit floor accumulates water on the floor instead of pitching to the sump. The hydraulic piston for the elevator is mounted to steel angles and penetrates through the floor. Slope can be achieved by grinding drainage paths into the floor surface, although adequate cover for the reinforcement steel of the mat slab should be verified.
4. **Stair Sump Pit / Pump:** Establish a means to drain the fill materials beneath the stairs. A sump pit could be installed to collect water, monitor water infiltration, and pump out the water. This would involve cutting a hole through the floor slab within the stair well. This could be done in the exposed area of the floor or could be located beneath the stairs by creating an opening or access door through the brick.
 - a. An automated pump controlled by a float could be installed. This would require electrical service and discharge hose or piping to be installed. The nearest internal drain is within the central bay of the basement of the garage; therefore, a temporary discharge hose may be installed in the near-term.
 - b. Manual water removal using a portable utility style pump could be performed. This would require personnel to monitor and perform drawdowns of the water when the level becomes elevated. An

extension cord, pump, and hose could be temporarily used during the drawdowns without incurring electrical or plumbing work.

- c. The pit location can be in the open area for ease of access or located behind the masonry beneath the stairs. Due to the potential for bentonite type waterproofing, which relies on compression to function, the pit should not be in the immediate vicinity of the elevator pit.
5. **Stair Sump Monitoring:** Monitor the elevator pit and sump pit to assess if the changes were effective or if additional sources are contributing. Monitoring allows assessment if additional locations of infiltration are contributing to water accumulation within the pit.
6. **Crystalline Coating:** A crystalline coating applied on the interior surface of the elevator pit (negative side application) may be considered; however, it is unclear how the system would interact with the large pore structure of the CMU and anticipated voids in the mortar. The impact of the crystalline manufacturer's recommended 1-1/2" deep slots were not considered in the original wall design and may impact the behavior of the walls (e.g., result in cracking). Eliminating the slotted treatment at joints would reduce the risk of cracking if additional water management methods are implemented.

RECOMMENDED ACTIONS

The following is a recommended course of action. That these recommendations are made without awareness of all factors relevant to the City of Birmingham's and SP+ decisions related to the maintenance of the garage and different options may be considered or discussed. Note that WJE does not have a full description of any planned remedial elevator repair work and coordination of the elevator repair work with the waterproofing work is recommended, especially any components where the elevator steel is in contact with the shaft walls or floor. **Figures 25 and 26 depict the approximate locations of the recommendations on a plan view.**

1. Establish a sump pit through the floor of stair B down to the top of the mat slab foundation and maintain a low water level beneath stair B.
 - a. The preferred location for the sump is near the northeast corner of stair B with a drainage path that extends to the brick control joint near the elevator pit. Access through the brick wall beneath the stairs may be needed if this location is selected.
 - b. Periodically record the water depth and remove the water with a portable pump and hose. Recording this provides a baseline of the rate of water accumulation. Once installed, WJE can periodically monitor this condition during subsequent site visits.
2. Clean, prepare, and monitor the elevator pit.
 - a. Clean and dry the elevator pit.
 - b. Cap the pipe in the elevator sump pit.
 - c. Repair the void or spall near the middle of the south wall of the elevator pit, including verifying or restoring continuity of the existing waterstop. Repair mortar voids or loose mortar and parging conditions.
 - d. Grind drainage paths into the top of the mat slab foundation (the floor of the elevator pit). The depth of the reinforcement steel can be assessed with ground penetrating radar (GPR) and

Exclude monitoring from Contractor's scope

Contractor may be able to achieve a drainage path by digging below the slab instead of removing the brick to cut through the slab.

WJE can assist

localized verification drilling to confirm adequate concrete cover will remain over the reinforcement.

WJE will assist with this coordination.

3. Install injection grout from the elevator pit. Coordinate with the injection grout manufacturer's technical representative for the specific injection product for this application.
 - a. Inject along a vertical line at the corner of the sump pit to establish a vertical cut off between the brick and concrete to the bottom of the glazing system in the elevator shaft, about 1 story high. The target of this joint is between the brick veneer and concrete foundation and is estimated to vary from fully mortared to having voids approximately 1/4" wide to fill.
 - b. Inject along a horizontal line targeting the joint beneath the concrete bricks and above the foundation wall. Port placement is to be through solid concrete or masonry and away from CMU cores and similar predictable voids.
4. Monitor if the elevator sump pit remains dry or if additional water sources are present, including within the sump pit. If signs of water intrusion remain at joints or through the concrete, consider negative side coating options.
5. Coordinate elevator repairs if needed.
6. Perform exterior repairs and monitor water level.
 - a. Replace weather seal sealants at curtainwall glazing. Note there are grade level and roof level issues. The grade level issues can be addressed on foot or on ladder.
 - b. Tuckpoint brick sill beneath curtainwall at stair B.
 - c. Provide positive slope at the concrete foundation extending outboard of the brick sill at stair B.
 - d. Wall and roof level glazing weather seal work will require an aerial lift.
 - e. Assess potential contribution from pedestrian walk.

Exclude monitoring from Contractor's scope

Contractor quote to include only work items accessible from grade. Repairs for full height of curtainwall at all stairs to be considered in a future repair effort.

CLOSING

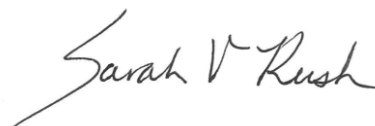
Thank you for selecting WJE to assist with caring for the City of Birmingham's parking facilities. If there are questions or you would like to further discuss the Chester elevator pit, please contact us at 248.593.0900.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Ryan Grabow, PE
Senior Associate



Sarah V. Rush, P.E.
Senior Associate



Figure 1. Water on floor of elevator pit. Note the walls are painted green and are not exposed concrete.



Open discharge pipe

Figure 2. Elevator sump pit during water removal using a portable pump and red hose.



Figure 3. Water entry observed on the south wall at the horizontal joint between the concrete foundation wall below and CMU shaft wall above. The south wall is an interior wall separating the elevator shaft from Stair B.



Figure 4. The horizontal joint is intermittently damp along the south wall of the elevator shaft. There is one course of brick-sized concrete masonry present below the floor level, resulting in the water infiltration occurring approximately 3-1/2" below the floor elevation of the stairs, depicted by the yellow dashed line.



Figure 5. Void observed near the middle of the base of the south wall.

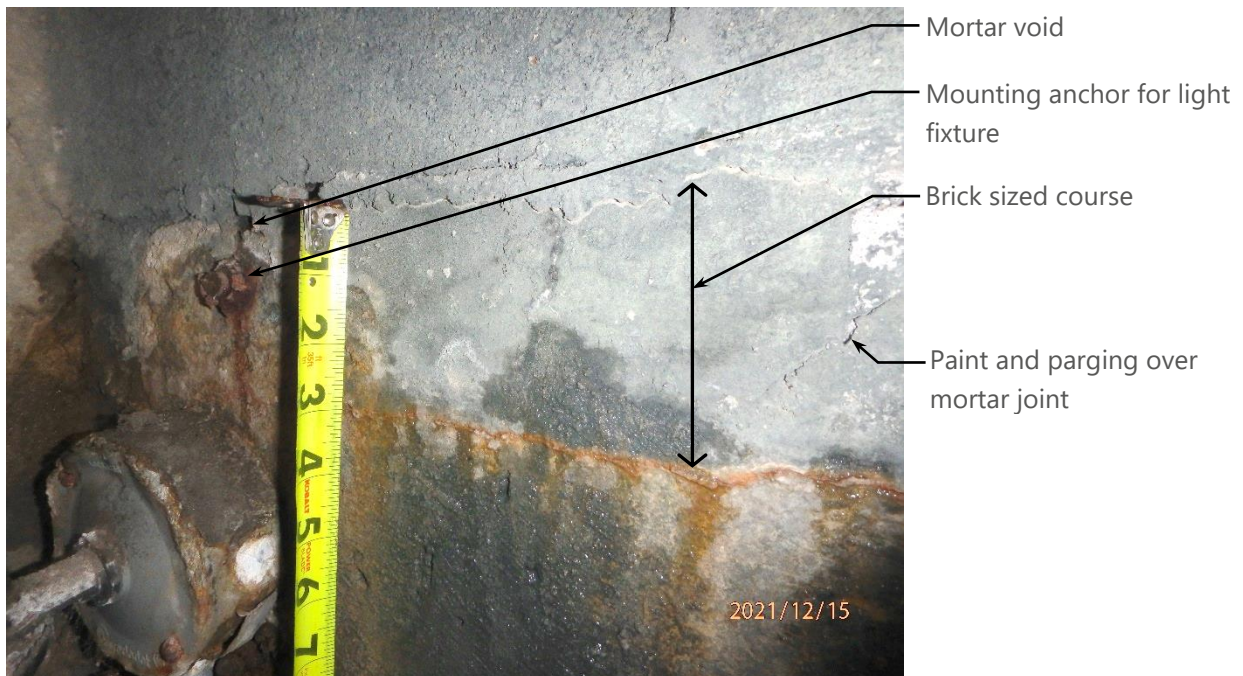


Figure 6. Parging and painting at brick sized course of masonry atop of concrete.



Figure 7. Water at Stair B in the morning.



Figure 8. Water increased at Stair B in the afternoon.



Figure 9. Water tracking down inboard surface of brick.

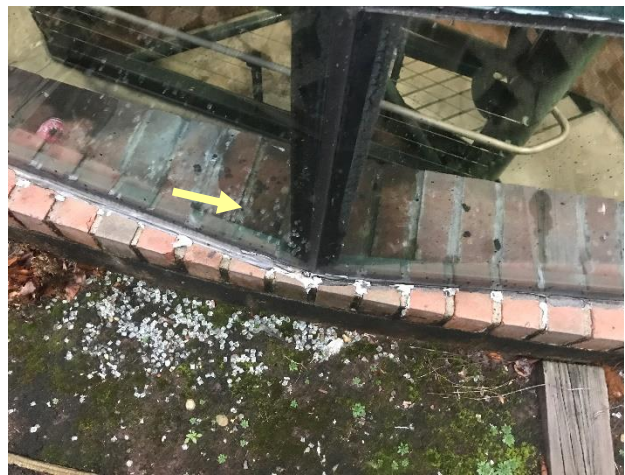


Figure 10. Water on brick sill from glazing column.



Figure 11. Water tracking down glazing column.



Figure 12. Water entry at glazing column.



Figure 13. Shallow excavation to observe foundation waterproofing.



Figure 14. Origin of light gray waterproofing sample.



Figure 15. Light gray waterproofing is not a sheet product.

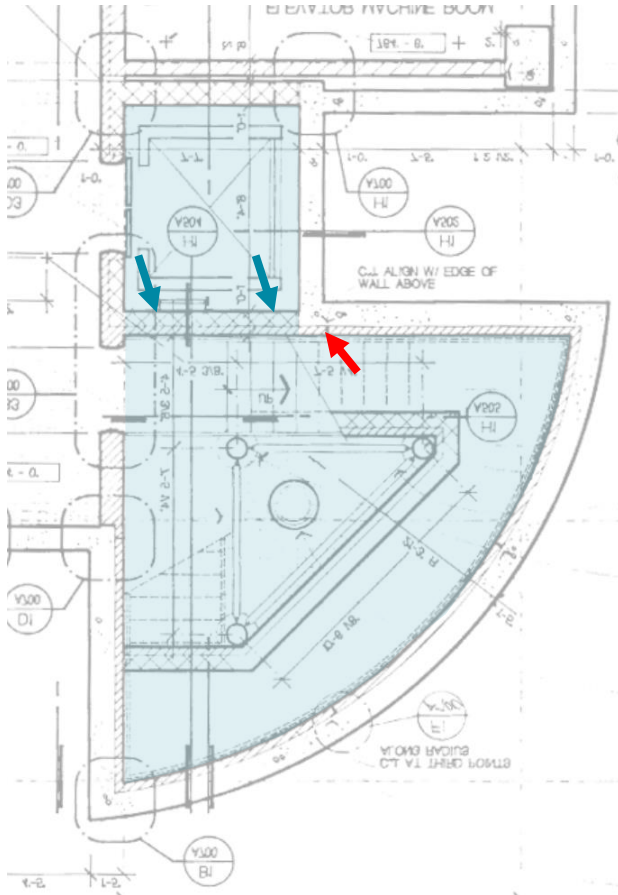


Figure 16. Plan of elevator shaft and stair.

- Red arrow is control joint.
- Blue arrows are water infiltration observed within elevator shaft.
- Blue shading illustrates areas connected by the stair/elevator mat slab foundation.

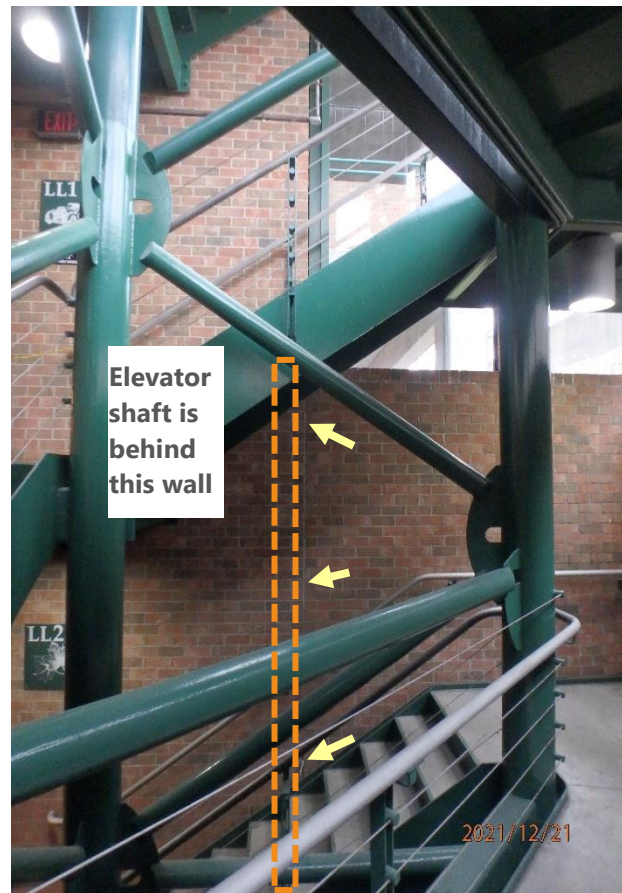


Figure 17. Control joint within stairwell (yellow arrows). Target area for vertical cut off injection is where brick masonry overlaps the east cast-in-place concrete wall of the elevator. Installation is proposed from elevator shaft to minimize injection grout staining on masonry.



Figure 18. Adhesive failure of sealant at elevator shaft curtainwall.



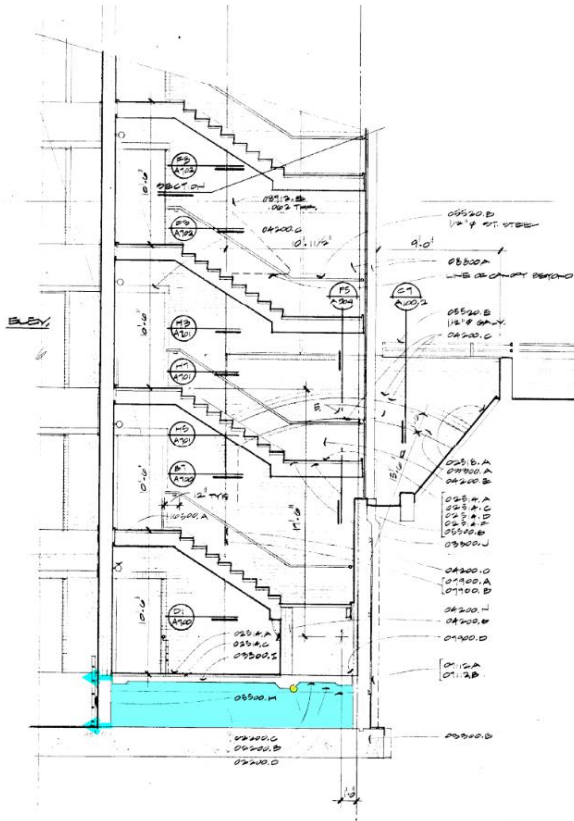
Figure 19. Sealant defects with white remedial sealant present. The probe is inserted in a void in the sealant. Above the probe the untooled white sealant is assumed to cover a defect along the joint.



Figure 20. Mortar bond failure at brick sill.

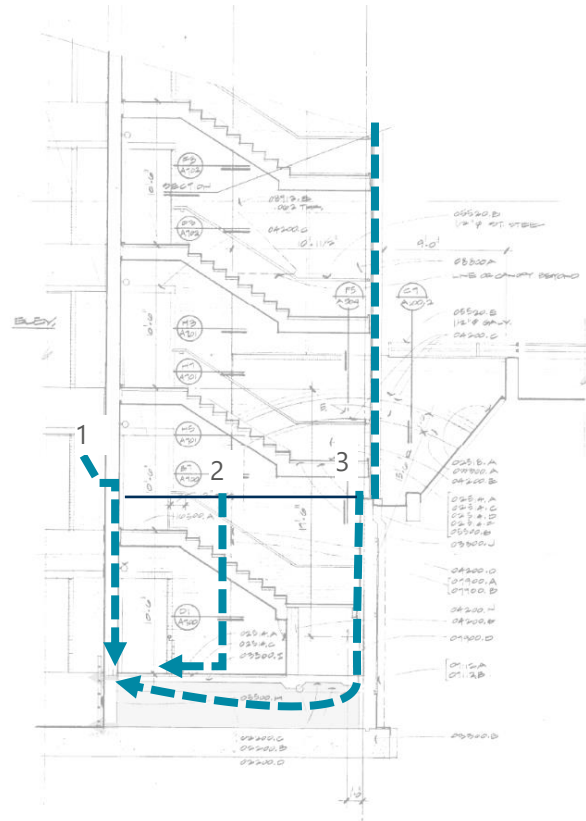


Figure 21. Damp appearance at mortar and concrete. Concrete is not pitched to drain. Sealant is applied at mortar bond failure to concrete.



H1 Section @ Stair 'A' ('B' Sim.)
A504 1/4" = 1'-0"

Figure 22. Section through stair and elevator.



H1 Section @ Stair 'A' ('B' Sim.)
A504 1/4" = 1'-0"

Figure 23. Potential water paths:

1. Water flows down wall behind brick.
2. Water flow laterally behind brick or at slab joint.
3. Water flows down wall, enters beneath floor slab, then moves laterally to the elevator shaft.

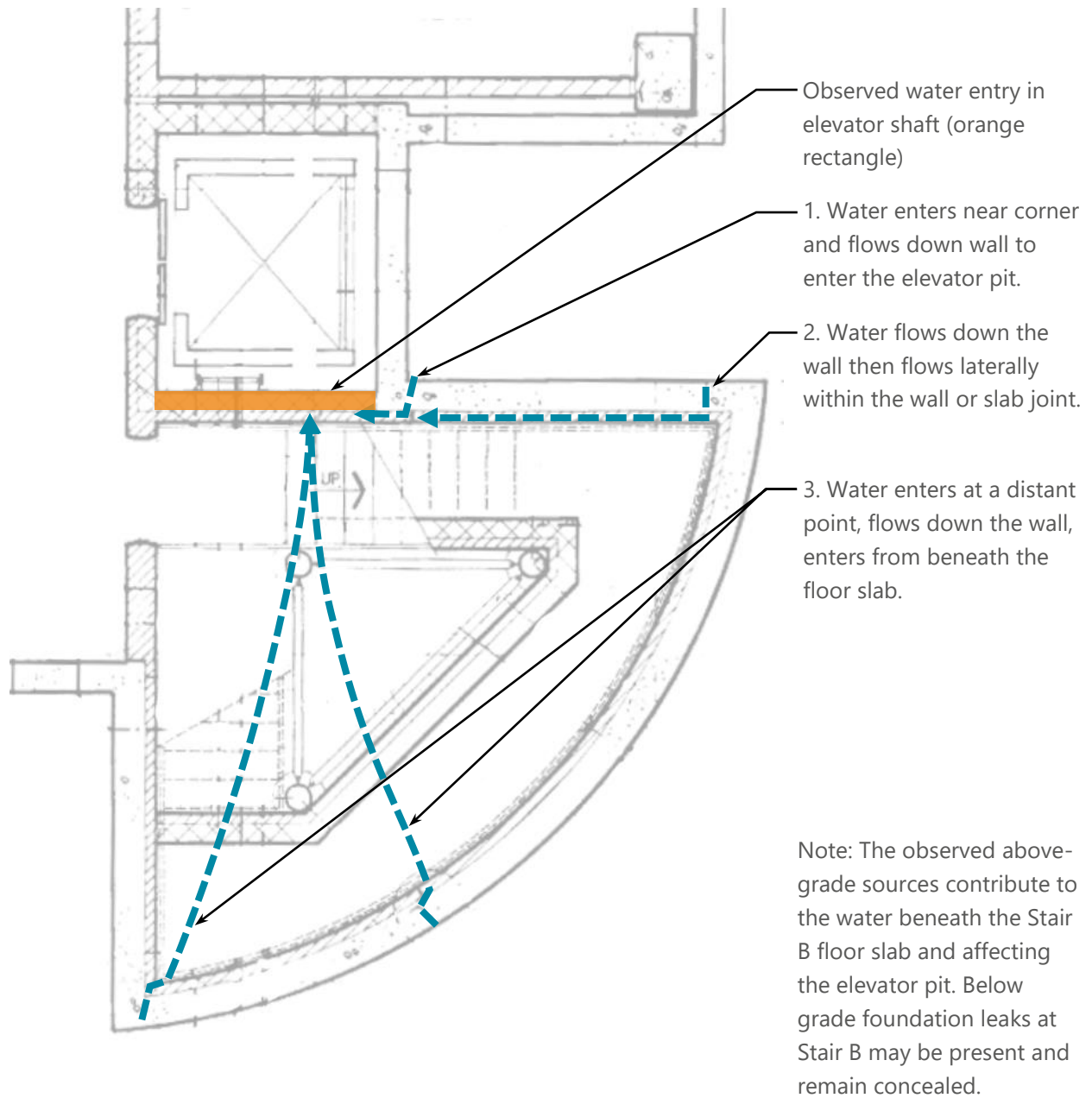


Figure 24. Plan view of potential water paths

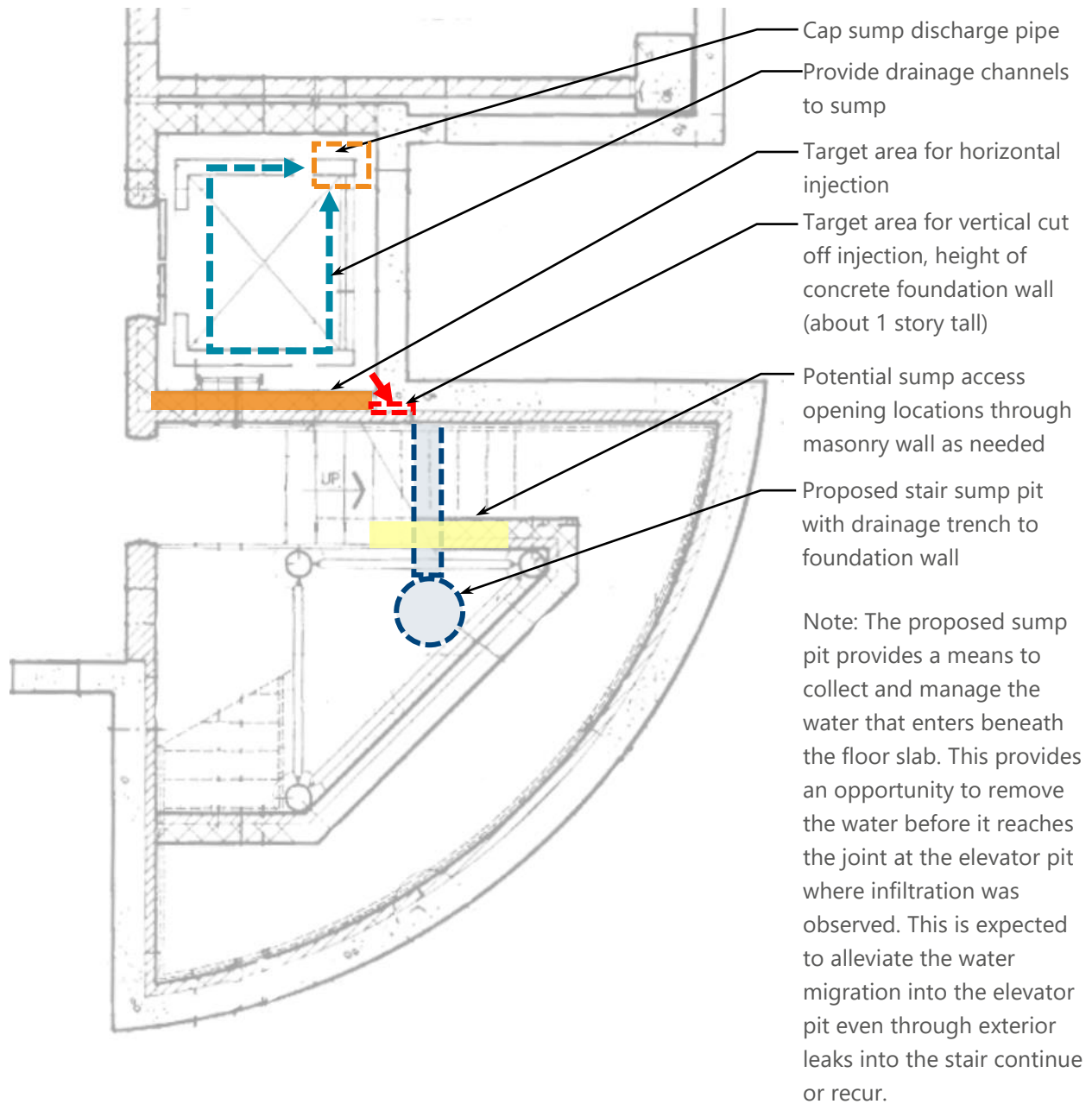


Figure 25. Proposed interior repairs and stair sump pit.

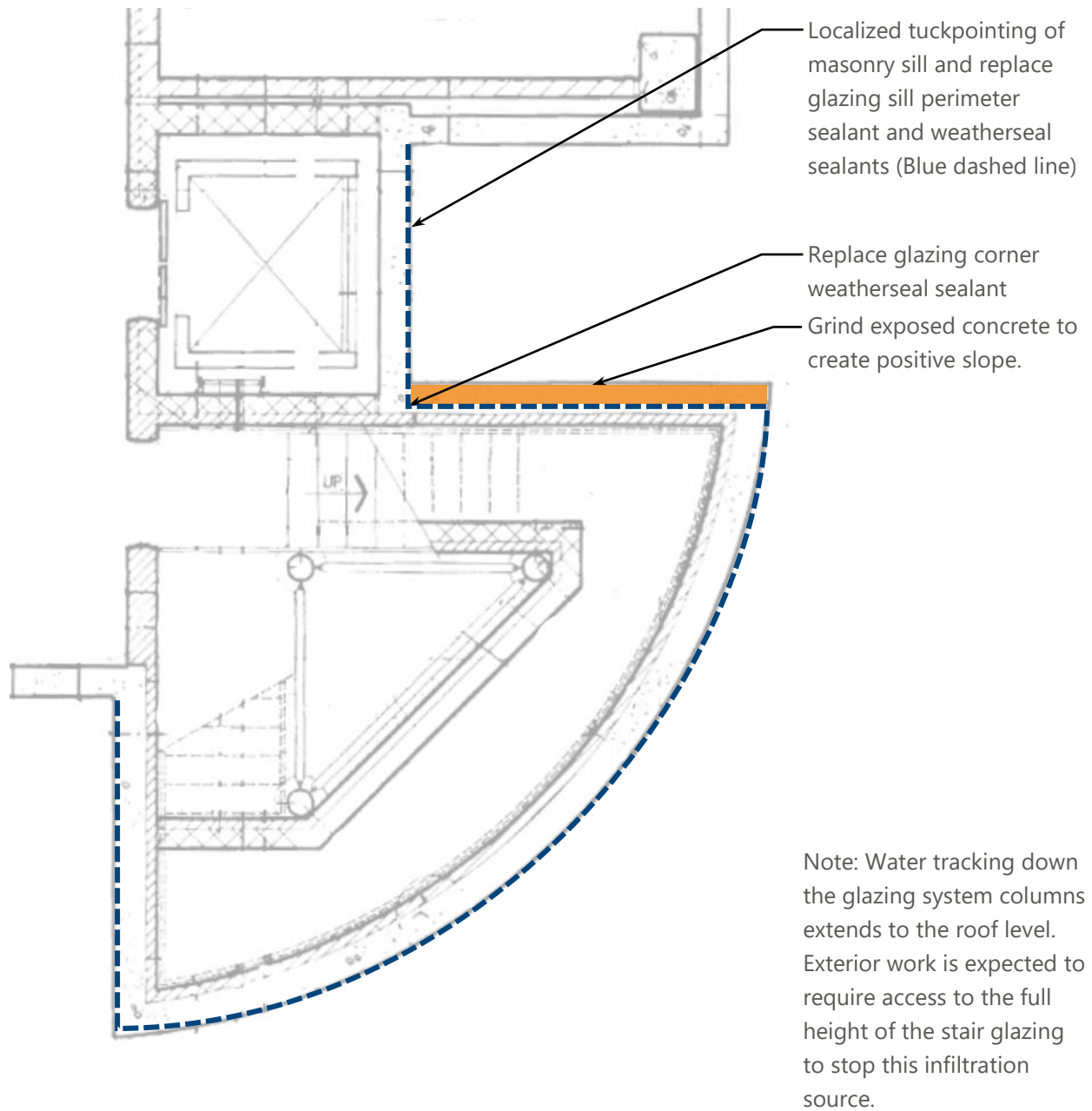


Figure 26. Proposed exterior repairs.

AGREEMENT FOR EMERGENCY CHESTER STREET ELEVATOR PIT REPAIR

THIS AGREEMENT is entered into this ____ day of _____, 2022, by and between the **CITY OF BIRMINGHAM**, whose address is 151 Martin Street, Birmingham, MI 48009 (hereinafter referred to as the City) and **PULLMAN SST., INC.** a Michigan, whose address is 280 West Jefferson Avenue, Trenton, MI 48183 (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires to have emergency repairs to the Elevator Pit in Stairwell B at the Chester Street Parking Garage; and

WHEREAS, Contractor has qualifications that meet the project requirements and has provided a response and cost proposal to perform the needed emergency repairs.

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 Contractor's proposal and scope of work dated January 14, 2021 (which should be dated 2022, and the City believes "2021" is a typographical error), and shall be incorporated herein and attached hereto as Attachment "A."
- 2. TERM:** This Agreement shall commenced immediately as it is urgent. 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 goods and services performed by the Contractor through such date.
- 3. TERMS OF PAYMENT:** The Contractor will invoice monthly for all labor supplied and work completed. In no event shall invoices be submitted more than 45 days after completion of services. Submitted invoices shall include the following detailed information: the type of work performed, the time spent on the work, the individual who performed the work and the per hour billing rate charged. The City may, at its sole discretion demand review and the right to request at any time further detailed accounting information for any or all bills. The right to inspection of any bill and invoice shall never be at any cost or billings to the City, nor shall preparation of said invoices be billed to the City or against the general retainer. Payment terms will be net 30 days unless otherwise specified by the City.
- 4.** Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.
- 5. INSURANCE SUBMISSION REQUIREMENTS:** The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout

the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor's 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 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) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

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

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following **Additional Insureds: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.** This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: If applicable, professional liability insurance with limits of not less than \$2,000,000 per claim if Contractor will provide services that are customarily subject to this type of coverage.

F. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City at least (10) days prior to the expiration date.

G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance, or a signed and notarized copy of the Sole Proprietor Form;
- 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance, if applicable;
- 5) If so requested, Certified Copies of all policies mentioned above will be furnished.

H. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of

Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

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

City: City of Birmingham
P.O. Box 3001
Birmingham, Michigan 48012
Attn: Ryan Weingartz
(248) 530-1257

Contractor: Pullman SST, Inc.
280 West Jefferson Ave.
Trenton, MI 48183
(734) 282-7760
Attn: James Travník, Project Manager

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

14. AMENDMENTS: No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by authorized representatives of the parties.

15. WAIVER OF BREACH: No waiver by either party of any breach of any of the terms, covenants or conditions herein contained by the other party shall be construed as a waiver of any succeeding breach of this same or of any other term, covenant or condition.

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

herewith.

17. DIRECT OR INDIRECT INTEREST: If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

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

19. LEGAL PROCEEDINGS: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001 et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in a federal or state court with jurisdiction over Oakland County, Michigan.

20. RESPONSE TO PROPOSAL: The Contractor shall be held to and bound by all terms, conditions, warranties and representations which it made in its written response dated January 14, 2021 (which should be dated 2022, and the City believes "2021" is a typographical error), and attached hereto as Attachment "A."

21. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement

upon the above provided terms and conditions contained in this Agreement as of the date first above written.

PULLMAN SST, INC.

By: [Signature]

Its: Project Manager

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 20 day of January, 2022, before me personally appeared Jim Trank who acknowledged that with authority on behalf of PULLMAN SST, INC. to do so he/she signed this Agreement.

Tanja Begeman
Notary Public
Wayne County, Michigan
Acting in Wayne County, Michigan
My commission expires: 02/27/2027

TANJA BEGEMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Feb 27, 2027
ACTING IN COUNTY OF Wayne

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

[Signature]
Thomas M. Markus, City Manager
(Approved as to substance)

[Signature]
Ryan Weingartz, Parking Manager
(Approved as to substance)

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

[Signature]
Mark A. Gerber, Finance Director
(Approved as to Financial Obligation)

ATTACHMENT A

PULLMAN

Detroit Branch
280 West Jefferson
Trenton, MI 48183
Phone 734-282-7760
www.pullman-services.com

January 14, 2021

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Wiss, Janney, Elstner Associates, Inc.
30700 Telegraph Road, Ste. 3580
Bingham Farms, Michigan 48025

**RE: 2021 PARKING STRUCTURE REPAIR PROJECTS
CHESTER STREET ELEVATOR PIT REPAIRS
REQUEST FOR CHANGE ORDER 04**

This correspondence is related to a request by Wiss, Janney, Elstner Associates, Inc. (WJE), to perform additional repairs to the Elevator Pit in Stairwell B at the Chester Street Parking Garage, per specifications and notes provided in their January 4, 2022, site visit report. WJE to assist Pullman in marking locations in the field, and utilizing ground-penetrating radar (GPR) for any/all steel locations.

As such, Pullman SST, Inc. is pleased to present the following:

SCOPE OF WORK: ELEVATOR PIT REPAIRS

- Install new sump pit through the floor to the top of the mat slab foundation in Stairwell B
- Saw-cut concrete trench and install 4" perforated pipe in stairwell floor, run from new sump pit to edge of elevator pit/shaft wall within Stairwell B; Install new concrete
- Furnish and install electric float sump pump in new sump pit; discharge from sump pit into existing floor drain in parking garage via garden hose
- Furnish and install new 110vAC electrical service from nearest source for sump pump (assumes power source can be connected within 50 LF)
- Mechanically clean inside walls of elevator pit, and dry as best possible
- Cap existing pipe in elevator sump pit
- Prep and repair existing voids/spalls on South wall of elevator pit
- Grind drainage paths into the top of the mat slab/floor of elevator pit at perimeter
- Epoxy-inject vertical line from elevator pit to above grade (approx. 15 LF)
- Epoxy-inject horizontal line at top-of-foundation wall (approx. 10 LF)
- Exterior Repairs
 - Remove/replace weather seals with new silicone sealant at curtain wall glazing at grade level only
 - Tuckpoint brick sill beneath curtain wall at Stairwell B
 - Install cementitious positive slope of brick sill at foundation

TOTAL OF CHANGE ORDER 04: **\$ 20,650.00**

1/17/2022

Page 2

WORKING CONDITIONS

1. Workdays / Workhours: M – F, 7:00am – 5:00pm, Saturday 7:00am to 5:00pm as required
2. New Electrical: assumes adequate j-box termination source within 50 LF of new sump, with sufficient capacity on circuit for new pump. Should electrical power source be revised, then additional costs may apply.

SUPPORT BY OTHERS (at no cost to PULLMAN SST) SHALL INCLUDE THE FOLLOWING:

1. Parking for service vehicles.
2. Storage area for equipment and materials
3. Restroom Facilities
4. Temporary heat or cold weather protection
5. 110V Electric
6. Potable Water
7. Testing and inspection
8. Hazardous material and/or abatement
9. Unobstructed access to work area
10. Inspections and/or permits

SCHEDULE:

Work would commence immediately upon approval.

We appreciate the opportunity to work with you on this project and please contact us at 734.282.7760 (office) with any questions that you may have.

Sincerely,

Pullman SST, Inc.

James Travník
Project Manager

Zach Carroll
Estimating



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2021

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER C: AIO Insurance Company</td><td>19399</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: XL Specialty Insurance Company	37885	INSURER C: AIO Insurance Company	19399	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W22437557

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	693-89-32	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		286-74-23	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		US00062096LI21A	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	WC 063-72-4479	07/01/2021	07/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

COI #: IC-0505443

Proposal / Job # 612519

Birmingham Park, Peabody, and Chester Parking Structure

When required by written contract, The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham MI 151 Martin Street Birmingham, MI 48009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Adlyn McCord</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Pullman SST, Inc. 10150 Old Columbia Road Columbia, MD 21046	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

thereof are included as Additional Insureds with respect to General Liability.

When required by written contract, the General Liability insurance is primary and non-contributory with other General Liability insurance maintained by the Additional Insureds.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
10/07/2021

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ACORD 25 (2016/03)

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SR ID: 21686587

BATCH: 2264500

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

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MEMORANDUM

DATE: January 24, 2022

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: Unfinished Business regarding 48th District Court Interlocal Funding Agreement and the City's Intent to Opt Out

This is an item of unfinished business from January 10, 2022 regarding the 48th District Court Interlocal Agreement and the City of Birmingham's intent to opt out of the Interlocal Agreement. As you recall, on December 13, 2021 and on January 10, 2022 extensive conversations were held regarding the 48th District Court Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield and the operating and financing costs of the 48th District Court. All of the previous materials are included in this packet for your convenience.

You will find the following attachments:

1. January 10, 2022 Memo to the City Manager and the City Commission.
 - a. Proposed Resolution to Opt Out.
 - b. Fully executed Agreement regarding the 48th District Court.
 - c. January 10, 2022 letter to Charter Township of West Bloomfield regarding the City of Birmingham's Intent to opt out (now redated for January 24, 2022).
 - d. January 10, 2022 letter to Charter Township of Bloomfield regarding the City of Birmingham's Intent to opt out (now redated for January 24, 2022).
 - e. 48th District Court 2022 Budget.
 - f. Memo to Mark Gerber from Plante Moran.
 - g. 48th District Court History 2010-2020.
 - h. December 13, 2021 Memo to the City Manager and the City Commission.
2. January 12, 2022 letter to Ms. Walsh, Mr. Kaplan and Mr. Beckerleg with attached proposed Amendment for extension of time.
3. January 13, 2022 email from Attorney Beckerleg in response to the City of Birmingham's proposed Amendment for extension of time.

We requested of the two (2) Townships, for the opportunity to extend the time limit for the opting out provision of the Agreement so there could be more time to fully investigate any

other concerns the Commission may have, or for other ideas or other avenues to be explored. As you will see in the attachments, 2 and 3, the request for this Amendment was denied.

We will make an extensive presentation to once again highlight the facts surrounding this issue and clarify any concerns the Commission may have.

TAB 1

MEMORANDUM

DATE: January 10, 2022

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: 48th District Court Interlocal Agreement/Intent to Opt Out

INTRODUCTION:

On December 13, 2021 the Commission agreed to enter into an Interlocal Agreement for the expenses and maintenance of the 48th District Court. The Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield defines the sharing of expenses of maintenance, financing and operating the 48th District Court and to define the appropriation of fines and costs assessed in the 48th District Court. After review of the budget and finances of the 48th District Court, the City may desire to end the Agreement at the conclusion of 2022 and opt out of being a funding unit. It is necessary, in order to be compliant with the Agreement, to notify, in writing, the City of Birmingham's intent to opt out of the Agreement at the end of this year by the end of January 2022.

BACKGROUND:

The 48th District Court is the District Court that serves seven (7) local communities which are the City of Birmingham, City of Bloomfield Hills, Charter Township of Bloomfield, Charter Township of West Bloomfield, City of Orchard Lake Village, the City of Sylvan Lake and the City of Keego Harbor. The four (4) largest communities, that being the City of Birmingham, the Charter Township of Bloomfield, the Charter Township of West Bloomfield and the City of Bloomfield Hills began a mutual agreement to be the "District Funding Units" of the 48th District Court in 1985. In 2021, the City of Bloomfield Hills, announced its intention to opt out of the Agreement and no longer be a funding unit. The City Manager and the City Finance Officer have taken a long and careful review of the revenues the City receives versus the costs to the City in payment to the 48th District Court. As a result of this deep dive, it is now recommended that the City of Birmingham consider opting out of this Agreement as a responsible financial plan for the City's dollars and no longer being a funding unit.

LEGAL REVIEW:

Multiple statutes of the State of Michigan dictate how courts are to function and provide for the framework by which expenses and appropriation of fines and costs are assessed. The Michigan statutes define the abilities for communities to articulate and define their arrangements for the sharing of expenses and for the appropriation of fines and costs as long as they are authorized by each municipality's governing body. The law allows for funding units to have

different agreements than that which is defined in statute. If a City does not desire to be a funding unit, it is dictated by MCL § 600.8379(1)(c) that the non-funding unit will be paid one-third (1/3) of all the fines and costs imposed for violations of their respective ordinances. Based upon an analysis of a funding unit's financial obligations versus the revenues received, it is now determined that it may be in the best interest of the City to no longer be a funding unit. The City of Birmingham entered into the new Agreement in December of 2021 to be a funding unit on January 1, 2022 and continue until one (1) of the funding units makes a written declaration to opt out. In the month of January, the unit must make a declaration of its intent for the following year. In order for the City of Birmingham to even consider opting out of this Agreement, it must, pursuant to the Agreement at Sections 6.1 and 6.2 signify the intent to opt out of the Agreement in writing during the month of January of the calendar year that the City intends to opt out at its end, and then the Agreement shall continue in effect including financial obligations throughout the balance of said calendar year. After said calendar year, the Agreement would cease to be in existence.

That is not to say that this will be an automatic termination, but rather it signifies the City's intent, and the City would have the ability to continue its investigation and considerations with an ability to confirm or revoke opting out.

FISCAL IMPACT:

The City of Birmingham will continue to receive a portion of the fines and costs imposed in its cases at the 48th District Court in an amount of two-thirds (2/3), as opposed to one-third (1/3), through the 2022 calendar year. If the City of Birmingham decides to opt out of the Agreement, beginning January of 2023 and forward, the City of Birmingham will receive one-third (1/3) of the distribution of its fines and costs, but will no longer have any expenses or costs in the maintenance, financing and operating of the 48th District Court. The savings to the City, depending upon the year, may be significant. Please review the spreadsheet entitled "48th District Court History 2010-2020" for a comparison of being a funding unit versus opting out.

PUBLIC COMMUNICATIONS:

While there has been no formal public communication, this was discussed at the public meeting of the City Commission on December 13, 2021. The 48th District Court and the Townships of Bloomfield Hills and West Bloomfield are aware of this situation and the potential for the City of Birmingham to no longer be a funding unit.

SUMMARY:

The Birmingham City Commission should consider directing the City Mayor to sign a written letter of intent to be served to the Bloomfield Township Supervisor and the Charter Township of West Bloomfield Supervisor, which will signify the City's intent to opt out of the Agreement, in the month of January 2022, further stating its intent to terminate the Agreement at the end of December 31, 2022.

ATTACHMENTS:

- Resolution.
- Agreement of the three (3) Funding Units as entered into as of January 1, 2022.
- Two (2) letters to be executed by the City Mayor once directed by the City Commission.
- 48th District Court 2022 Budget.
- 48th District Court History 2010-2020.
- Prior memo to City Commission dated December 13, 2021.

SUGGESTED COMMISSION ACTION:

Make a motion adopting the resolution to direct the City Mayor to sign a written letter of intent to opt out of the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield which defines the sharing of expenses of maintaining, financing and operating the 48th District Court, and to define the appropriation of fines and costs assessed at the 48th District Court. This letter of intent, if confirmed by December 31, 2022, will cause the Agreement to cease existence at the conclusion of December 31, 2022, and will cause the City of Birmingham to revert to the status of a non-funding unit of the 48th District Court.

TAB a

**CITY OF BIRMINGHAM
A RESOLUTION CONCERNING THE INTERLOCAL
AGREEMENT REGARDING THE SHARING OF EXPENSES OF THE
48TH DISTRICT COURT**

At a meeting of the City Commission of the City of Birmingham, Oakland County, Michigan, held on the 24th day of January, 2022, at City Hall, 151 Martin Street, Birmingham, MI, 48009.

Moved by: _____

Seconded by: _____

WHEREAS, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield had mutually agreed to be the District Funding Units for the 48th District Court responsible for the sharing of expenses of maintaining, financing, and operating the 48th District Court pursuant to MCL § 600.8104(3), and entered into an Agreement commencing January 1, 2022; and

WHEREAS, the Revised Judicature Act of 1961, MCL § 600.8379 establishes how fines and costs assessed in the district court shall be appropriated among the District Funding Units and political subdivisions, unless a distribution of fines and costs is agreed to differently than is provided by law, such as stated in the Agreement; and,

WHEREAS, the City of Birmingham has been a District Funding Unit since at least 1985, and the City is now investigating whether the City of Birmingham should continue as a District Funding Unit and whether financially it benefits or harms the City; and

WHEREAS, it has been determined that if the City of Birmingham is no longer a funding unit, and "opts out" of the Agreement that was entered into on January 1, 2022 it shall result in cost savings for the City; and

WHEREAS, in the Agreement of January 1, 2022 if the City of Birmingham intends to opt out of the Agreement at year's end, then the City must provide the intent to opt out of the Agreement in writing during the month of January 2022 indicating that the Agreement shall cease to exist as of December 31, 2022.

THEREFORE, BE IT RESOLVED, that the Birmingham City Commission hereby directs its Mayor, to sign a written letter of intent to be served to the Bloomfield Township Supervisor and the Charter Township of West Bloomfield Supervisor signifying the City's intent to opt out of the Agreement in this month of January 2022, further stating its intent to terminate the Agreement at the end of December 31, 2022.

Passed, adopted and approved this _____ day of _____, 2022.

AYES: _____

NAYS:

PRESENT:

ABSENT:

CERTIFICATION

I, Alexandria D. Bingham, being the duly appointed and qualified Clerk of the City of Birmingham, Oakland County, Michigan, do hereby certify and declare that the foregoing is a true and correct copy of Resolution, the original of which is on file in my office, adopted by the City of Birmingham Commission at a regular meeting held on January 24, 2022.

Alexandria D. Bingham, City Clerk

TAB b

AGREEMENT

BETWEEN

**THE CITY OF BIRMINGHAM,
THE CHARTER TOWNSHIP OF BLOOMFIELD AND,
THE CHARTER TOWNSHIP OF WEST BLOOMFIELD**

**TO DEFINE THE SHARING OF EXPENSES OF MAINTAINING, FINANCING AND
OPERATING THE 48TH DISTRICT COURT AND TO DEFINE THE APPROPRIATION
OF FINES AND COSTS ASSESSED IN THE 48TH DISTRICT COURT**

This Agreement is entered into by and between the City of Birmingham, a Michigan Municipal Corporation, 151 Martin Street, Birmingham, Michigan 48009, and the Charter Township of Bloomfield, a Michigan Municipal Corporation, 4200 Telegraph Road, Bloomfield Township, MI 48303 and the Charter Township of West Bloomfield, a Michigan Municipal Corporation, 4550 Walnut Lake Rd. West Bloomfield, MI 48323. The City of Birmingham, Charter Township of Bloomfield and Charter Township of West Bloomfield may be referred to individually as a "Party" and jointly as "Parties."

PURPOSE OF AGREEMENT. The Parties enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 et seq., for the purpose of jointly exercising the powers, privileges and authority that the agencies share in common under the Revised Judicature Act of 1961, Act 236 of 1961, specifically, MCL 600.8104, to define and set forth the sharing of expenses of maintaining, financing and operating the 48th District Court and to define and set forth how the fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions as provided by the Revised Judicature Act of 1961, Act 236 of 196, MCL 600.101 et seq.

RECITALS

WHEREAS, the 48th District Court consists of the political subdivisions of the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor, and is established as a district of the third class by Revised Judicature Act of 1961, Act 236 of 1961, specifically MCL 600.8123 (6); and

WHEREAS, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield have mutually agreed to be the "District Funding Units" for the 48th District Court, responsible for the sharing of expenses of maintaining, financing and operating the 48th District Court pursuant to MCL 600.8104(3); and

WHEREAS, the Revised Judicature Act of 1961, Act 236 of 1961, MCL 600.8379, establishes how fines and costs assessed in the district court shall be appropriated among the District Funding Units and political subdivisions unless a distribution of fines and costs is agreed to differently than as provided by law; and

WHEREAS, there is a "1984 48th District Court Agreement," an "Addendum To 1984 48th District Court Agreement", a "1985 48th District Court Agreement" and a "First Amendment to the 1985 48th District Court Agreement" that provide the for the sharing of costs, expenses and revenues of the 48th District Court between the District Funding Units which agreements are outdated and need to be replaced; and

WHEREAS, the District Funding Units desire to revoke the prior 1984 Agreement, Addendum, 1985 48th District Court Agreement and First Amendment and enter into a new agreement to set forth and define the sharing of expenses of maintaining, financing and operating the 48th District Court between the District Funding Units and to set forth and define how fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions.

AGREEMENT

NOW, THEREFORE, based upon the foregoing statements, the Parties agree to the following terms, conditions, representations, consideration and acknowledgements and mutually agree as follows:

- 1. District Funding Units.** The City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield shall be the "District Funding Units" for the 48th District Court responsible for the sharing of expenses of maintaining, financing and operating the 48th District Court pursuant to MCL 600.8104(3). The City of Bloomfield Hills, the City of Orchard Lake Village, the City of Sylvan Lake, and the City of Keego Harbor are not District Funding Units and are designated as "political subdivisions".
- 2. Expenses.** The Parties agree that the expenses of maintaining, financing and operating the 48th District Court, including, but not limited to, approved capital expenditures and rent, shall be the responsibility of the three (3) District Funding Units, and shall be allocated among the District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising for all three (3) of the District Funding Units, from the year immediately prior to the current year. The District Funding Units and political subdivisions' respective local share contributions for the 48th District Court Indigent Counsel Program shall be paid as provided in the previously executed Interlocal Agreement between said entities.
- 3. Distribution of Fines and Costs.**
 - 3.1. Distribution to District Funding Units.** Despite that the fact that pursuant to MCL 600.8379(1)(c) the City of Birmingham and the Charter Township of West Bloomfield would each be entitled to receive and be paid 1/3 of all fines and costs imposed for violations of their respective Ordinances, except for those fines and costs imposed for violations of a penal law of the State or ordered in a civil infraction action for the violation of a law of this State, and pursuant to MCL 600.8379(1)(c) the Charter Township of Bloomfield would be entitled to receive all of the fines and costs imposed for violations of its Ordinances and 2/3 of the fines and costs imposed for violations of

the Ordinances of the City of Birmingham, Charter Township of West Bloomfield, City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake, except for those fines and costs imposed for violations of a penal law of the State or ordered in a civil infraction action for the violation of a law of this State, the parties pursuant to MCL 600.8379(1)(d) hereby agree to a different distribution of fines and costs than that provided for in MCL 600.8379(1)(c). Except for the costs and revenues described in Section 3.3 of this Agreement, all fines and costs that the District Funding Units are collectively entitled to receive from the fines and costs collected by the 48th District Court, except those fines and costs required by statute to be paid to the State, shall be paid to the three (3) District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising from all three (3) of the District Funding Units, from the year immediately prior to the current year in which the disbursement is made.

- 3.2. Distribution to political subdivisions.** Fines and costs for the City of Bloomfield Hills, City of Keego Harbor, City of Orchard Lake Village and City of Sylvan Lake shall be distributed in accordance with MCL 600.8379(1)(c) to wit; each political subdivision shall receive 1/3 of the fines and costs imposed for violations of their respective Ordinances, other than those fines and costs imposed for the violation of the penal law of the State or ordered in a civil infraction action for the violation of a law of this State, and the other two-thirds (2/3) of the fines and costs that would be paid to the municipality where the guilty plea or civil infraction admission was entered or where the trial or civil infraction action hearing took place, which currently is Bloomfield Township, shall be distributed among the District Funding Units as provided in Section 3.1 of this Agreement.
- 3.3. Distribution of other costs.** Other costs collected by the 48th District Court for expenses incurred in relation to an incident including, but not limited to, expenses for an emergency response and expenses for prosecuting a person, or any cost authorized by law in which a defendant is required to directly reimburse a local unit of government, shall be paid directly to the political subdivision whose law was violated. Other revenues, besides those referred to above in this Subsection and the fines and costs referred to in Sections 3.1 and 3.2, such other revenues including, but not limited to, bond forfeitures, civil case fees and filing fees, marriage ceremony fees, garnishment fees, probation oversight fees and other probation fees and alcohol evaluation fees, shall distributed and paid to the three (3) District Funding Units in proportion to the number of cases arising from each District Funding Unit in relation to the total number of cases arising from all three (3) of the District Funding Units, from the year immediately prior to the current year in which the disbursement is made.
- 3.4** Each control unit shall pay to the 48th District Court its share of the approved allocation based upon the caseload percentage of the most recently audited year's numbers, in four (4) equal quarterly installments to be due and payable on or before January 1, April 1, July 1 and October 1 of each calendar year. For example, the 2022 budget would

have likely used the 2020 financial audit year for the purposes of estimating the allocation for the distribution of these funds on a preliminary basis.

3.5 True Up At Year's End. At the end of every fiscal year, an audit will be conducted at which time the revenues and expenditures for that fiscal year will be adjusted based on the actual caseload for each funding unit and reconciled against the actual money advanced.

3.6 Also following the completion of the audit, as certified, the District Court represented by its Chief Judge shall have quarterly meetings collectively with the control units to discuss Court finances and activities. Furthermore, the Chief Judge shall, within thirty (30) days of receipt of the certified audit of the immediate preceding year, shall present the audit at a public meeting of the legislative body of each control unit.

4. Effective date and duration of Agreement.

4.1 This Agreement shall be effective when executed by the three (3) District Funding Units with Resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4.2 This Agreement shall remain in effect until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. Assurances.

5.1. Responsibility for Claims. Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees or agents arising under or related to this Agreement.

5.2. Responsibility for Attorney Fees and Costs. In any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.

5.3. No Indemnification. Except as otherwise provided for by law, no Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.

5.4. Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

5.5. Authorization and Completion of Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

5.6. Compliance with Laws. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

6. Termination or Cancellation of Agreement.

6.1. The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.

6.2. If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.

7. Delegation or Assignment. No Party may delegate or assign any obligations or rights under this Agreement.

8. No Third-Party Beneficiaries. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.

9. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

10. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

11. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

12. Notice. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the chief executive officer of each Party listed herein. Notice will be deemed given on the date when one of the following first occur:

- (i) the date of actual receipt;
- (ii) the next business day when notice is sent express delivery service or personal delivery;
- or
- (iii) three days after mailing first class or certified U.S. mail.

14. Governing Law. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 48th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

15. Entire Agreement.

15.1. This Agreement represents the entire agreement and understanding between the Parties regarding the sharing of expenses of maintaining, financing and operating the 48th District Court between the District Funding Units and how fines and costs assessed in the 48th District Court shall be appropriated among the District Funding Units and political subdivisions. This Agreement supersedes all other oral or written agreements between the Parties.

15.2. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Agreement and have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein. The Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

By: _____

Thomas M. Markus
Its: City Manager

Date: 12-13-2021

By: _____

Alexandria Bingham
Its: City Clerk

Dated: 12-15-2021

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____

Dani Walsh
Its: Supervisor

Date: _____

By: _____

Martin C. Brook
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____

Steven Kaplan
Its: Supervisor

Date: _____

By: _____

Debbie Binder
Its: Clerk

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Agreement and have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein. The Parties have executed this Agreement as of the day and year written below.

CITY OF BIRMINGHAM

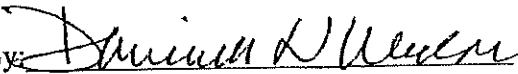
By: _____
Thomas M. Markus
Its: City Manager

Date: _____

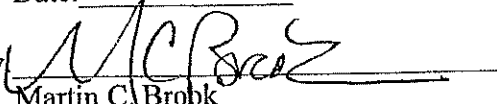
By: _____
Alexandria Bingham
Its: City Clerk

Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: 
Dani Walsh
Its: Supervisor

Date: 12-15-21

By: 
Martin C. Bropk
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____
Steven Kaplan
Its: Supervisor

Date: _____

By: _____
Debbie Binder
Its: Clerk

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CITY OF BIRMINGHAM

By: _____
Thomas M. Markus
Its: City Manager

Date: _____

By: _____
Alexandria Bingham
Its: City Clerk

Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____
Dani Walsh
Its: Supervisor

Date: _____

By: _____
Martin C. Brook
Its: Clerk

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: Steven Kaplan
Steven Kaplan
Its: Supervisor

Date: 12/22/2021

By: Debbie Binder
Debbie Binder
Its: Clerk

TAB c

January 24, 2022

Mr. Steven Kaplan, J.D., Supervisor
Charter Township of West Bloomfield
4550 Walnut Lake Road
West Bloomfield, MI 48323

Re: 48th District Court Sharing of Expenses, etc. Agreement

Dear Mr. Kaplan:

As you recall, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield entered into an Agreement which commenced on January 1, 2022 defining the sharing of expenses of maintaining, financing and operating the 48th District Court and to define the apportioning of fines and costs assessed in the 48th District Court.

The three (3) parties, pursuant to MCL § 600.8379(1)(d), agreed to a different distribution of fines and costs than that which is provided for in MCL § 600.8379(1)(c). The City of Birmingham has assessed and reviewed how this Agreement either benefits or, in fact, is more costly to the City and its taxpayers. It has been determined by the City Commission that the Agreement to share the maintenance, financing and operating of the 48th District Court does not financially benefit the City of Birmingham. Therefore, the Birmingham City Commission, through the attached Resolution, has directed the Mayor, Ms. Therese Longe, to exercise the right to terminate or to cancel the Agreement as provided in Sections 6.1 and 6.2 on page 5 of the Agreement.

- “6.1 The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.
- 6.2 If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.”

Beier Howlett

Mr. Steven Kaplan, J.D., Supervisor
Charter Township of West Bloomfield
January 24, 2022
Page 2

Therefore, please allow this written notice to you, the Chief Executive Officer of the Township, that being its Supervisor, that the City of Birmingham is signifying its intent to opt out of the Agreement at the conclusion of December 31, 2022. As of the stroke of midnight on January 1, 2023, the City of Birmingham would be entitled to receive, in accordance with MCL §600.8379(1)(c) one-third (1/3) of the fines and costs imposed for violations of the ordinances, and the City of Birmingham will no longer have any responsibility for any of the expenses for the maintenance, financing and operating of the 48th District Court as the Agreement will then cease existence.

The City of Birmingham is signifying its intent to opt out of the Agreement which, again, will be concluded at the end of December 31, 2022, however, by signifying its intent to opt out of the Agreement, the City is not declaring that it is out of the Agreement, rather it is the City's intent to opt out. The City will provide courtesy to the Charter Township of Bloomfield and the Charter Township of West Bloomfield with confirmation of the City's intent with certainty by the end of December 31, 2022, or before that date as the Commission desires.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

BEIER HOWLETT, P.C.

CITY OF BIRMINGHAM

By: _____
Mary M. Kucharek
Birmingham City Attorney

By: _____
Therese Longe, Mayor

MMK/jc
cc: Mr. Thomas M. Markus,
Birmingham City Manager

TAB d

January 24, 2022

Ms. Dani Walsh, Supervisor
Bloomfield Township
4200 Telegraph Road, P.O. Box 489
Bloomfield Twp., MI 48303

Re: 48th District Court Sharing of Expenses, etc. Agreement

Dear Ms. Walsh:

As you recall, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield entered into an Agreement which commenced on January 1, 2022 defining the sharing of expenses of maintaining, financing and operating the 48th District Court and to define the apportioning of fines and costs assessed in the 48th District Court.

The three (3) parties, pursuant to MCL § 600.8379(1)(d), agreed to a different distribution of fines and costs than that which is provided for in MCL § 600.8379(1)(c). The City of Birmingham has assessed and reviewed how this Agreement either benefits or, in fact, is more costly to the City and its taxpayers. It has been determined by the City Commission that the Agreement to share the maintenance, financing and operating of the 48th District Court does not financially benefit the City of Birmingham. Therefore, the Birmingham City Commission, through the attached Resolution, has directed the Mayor, Ms. Therese Longe, to exercise the right to terminate or to cancel the Agreement as provided in Sections 6.1 and 6.2 on page 5 of the Agreement.

“6.1 The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of January of the calendar year that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.

6.2 If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.”

Beier Howlett

Ms. Dani Walsh, Supervisor
Bloomfield Township
January 24, 2022
Page 2

Therefore, please allow this written notice to you, the Chief Executive Officer of the Township, that being its Supervisor, that the City of Birmingham is signifying its intent to opt out of the Agreement at the conclusion of December 31, 2022. As of the stroke of midnight on January 1, 2023, the City of Birmingham would be entitled to receive, in accordance with MCL §600.8379(1)(c) one-third (1/3) of the fines and costs imposed for violations of the ordinances, and the City of Birmingham will no longer have any responsibility for any of the expenses for the maintenance, financing and operating of the 48th District Court as the Agreement will then cease existence.

The City of Birmingham is signifying its intent to opt out of the Agreement which, again, will be concluded at the end of December 31, 2022, however, by signifying its intent to opt out of the Agreement, the City is not declaring that it is out of the Agreement, rather it is the City's intent to opt out. The City will provide courtesy to the Charter Township of Bloomfield and the Charter Township of West Bloomfield with confirmation of the City's intent with certainty by the end of December 31, 2022, or before that date as the Commission desires.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

BEIER HOWLETT, P.C.

CITY OF BIRMINGHAM

By: _____
Mary M. Kucharek
Birmingham City Attorney

By: _____
Therese Longe, Mayor

MMK/jc
cc: Mr. Thomas M. Markus,
Birmingham City Manager

TAB e

48th District Court 2022 Budget

Court Funding

- Currently, the Court's budget is funded by 4 municipalities (funding units):
 - City of Birmingham
 - City of Bloomfield Hills
 - Bloomfield Township
 - West Bloomfield Township
- Each quarter the municipalities fund 25% of the Court's budget. The allocation of the budget is based on each municipality's case load from the most recent audit.
- Revenue that is generated by the 48th District Court is distributed back to the funding units based on the prior year case load.
- At the end of the year, the allocation of expenditures and revenues is re-distributed based on the actual number of cases and actual revenues and expenditures for that fiscal year.

Projected Case Load 2021

Municipality	Projected Percentage of Cases
City of Birmingham	22.3%
City of Bloomfield Hills	14.5%
Bloomfield Township	35.8%
West Bloomfield Township	27.4%
	100.0%

Bloomfield Hills

- The City of Bloomfield Hills has opted-out of being a funding unit in FY 2022
- As a result, they will receive 33% of the Court revenue generated by their cases with the rest of the Court revenue going back to the remaining funding units
- As a result, the 3 remaining funding units allocation of the total budget and Court revenues will increase

Projected Case Load 2022 (based on 2020 audited case load)

Municipality	Percentage of Cases	Percentage of Cases Without Bloomfield Hills
City of Birmingham	22.85%	27.05%
City of Bloomfield Hills	15.53%	0%
Bloomfield Township	37.16%	43.99%
West Bloomfield Township	24.46%	28.96%
Total	100.0%	100.0%

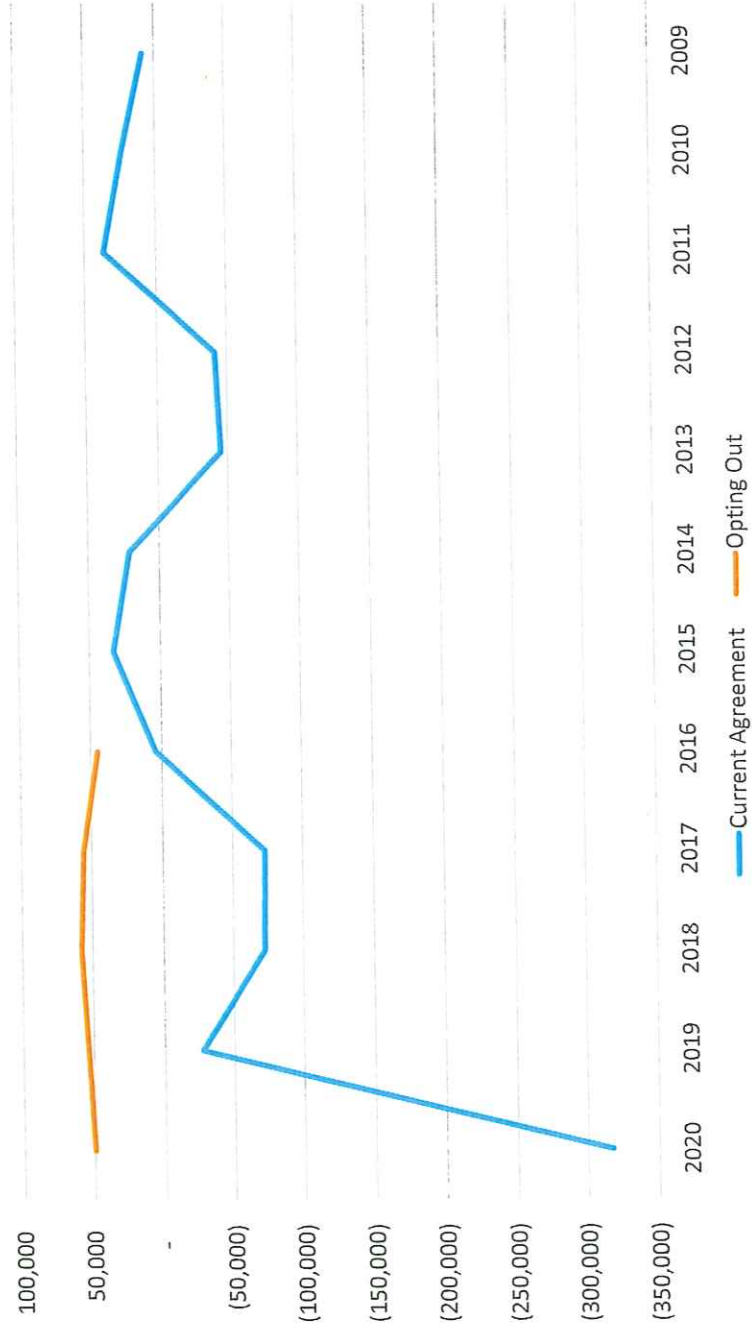
Budget Allocation 2022 (based on 2020 audited case load)

Municipality	Budget Allocation With Bloomfield Hills	Budget Allocation Without Bloomfield Hills	Difference
City of Birmingham	\$1,071,444	\$1,268,383	\$196,939
City of Bloomfield Hills	\$728,207	0%	(\$728,207)
Bloomfield Township	\$1,742,444	\$2,062,705	\$320,261
West Bloomfield Township	\$1,146,937	\$1,357,944	\$211,007
Total	\$4,689,032	\$4,689,032	\$0

Current Agreement Net Revenue History



Current Agreement vs Opting Out



TAB f



Memorandum

To: Mark Gerber, City of Birmingham

From: Tim St. Andrew, Plante Moran

Date: January 2022

Re: 48th District Court Summary of Costs and Net Gain/Loss on Court Operations

Dear Mark,

I reviewed the documentation presented to the City Commission at its January 10, 2022 meeting as it relates to the total money advanced to the 48th District Court by the City, the total money received from the 48th District Court by the City, and the net gain or loss on court operations for the City for the court's fiscal year's 2020 and 2019. I was not engaged to perform audit or review services on the court's financial statements or the information contained therein that was used as the basis of this analysis, nor did I verify the accuracy or completeness of the information provided.

The comparison of the City's net gain/loss on Court operations for fiscal years 2020 and 2019 is as follows ("schedule 1"):

CALCULATION OF NET GAIN/LOSS
CITY OF BIRMINGHAM VS. 48TH DISTRICT COURT

	COURT FISCAL YEAR 2020		COURT FISCAL YEAR 2019	
	CITY	COURT	CITY	COURT
	<u>CALCULATION</u>	<u>CALCULATION</u>	<u>CALCULATION</u>	<u>CALCULATION</u>
MONEY ADVANCED:				
PER AUDIT SCHEDULE	\$ 1,311,407	\$ 1,311,407	\$ 1,306,098	\$ 1,306,098
TOTAL MONEY RETURNED:				
PER AUDIT SCHEDULES				
OVERPAYMENT (UNDERPAYMENT)				
OF CURRENT YEAR EXPENDITURES				
NET OF OTHER INCOME/EXPENSES	418,945	418,945	19,984	19,984
COURT REVENUE FOR THE YEAR	575,069	575,069	1,258,383	1,258,383
DISTRIBUTIONS DUE TO FUNDING UNITS				
AT END OF COURT'S FISCAL YEAR END		(8,031)		363,474
	994,014	985,983	1,278,367	1,641,841
NET "GAIN/LOSS" ON COURT OPERATIONS	\$ (317,393)	\$ (325,424)	\$ (27,731)	\$ 335,743

The following schedules present the 48th District Court schedule of collections and allocations to funding units ("schedule 2") and the reconciliation of distributions due to funding units ("schedule 3") for the year ended December 31, 2020:

STATE OF MICHIGAN 48TH JUDICIAL DISTRICT COURT
DISTRIBUTION FUND
SCHEDULE OF COLLECTIONS AND ALLOCATIONS TO FUNDING UNITS
BASED ON CASELOAD PERCENTAGE AND SUBDIVISIONS
FOR THE YEAR ENDED DECEMBER 31, 2020
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2019

	2020				
	City of Birmingham	City of Bloomfield Hills	Bloomfield Township	City of Keego Harbor	Orchard Lake Village
Local ordinance violations:					
Fines and court costs	\$ 435,934	\$ 296,283	\$ 708,940	\$ 22,011	\$ 40,831
Bond forfeitures	11,118	7,556	18,081	-	-
No proof of insurance	4,222	2,869	6,865	-	-
Court costs on state law	25,490	17,324	41,454	-	-
Civil cases:					
Filing fees	20,534	13,956	33,396	-	-
Jury demand	4,086	2,777	6,644	-	-
Marriage ceremonies	46	31	74	-	-
Garnishments	15,859	10,779	25,791	-	-
Probation:					
Oversight	37,212	25,291	60,518	-	-
Alcohol evaluation	5,378	3,655	8,745	-	-
Other revenue:					
Secretary of State	7,547	5,129	12,273	-	-
Miscellaneous	7,643	5,194	12,430	-	-
Total	<u>\$ 575,069</u>	<u>\$ 390,844</u>	<u>\$ 935,211</u>	<u>\$ 22,011</u>	<u>\$ 40,831</u>

STATE OF MICHIGAN 48TH JUDICIAL DISTRICT COURT
DISTRIBUTION FUND
RECONCILIATION OF DISTRIBUTIONS DUE TO FUNDING UNITS
FOR THE YEAR ENDED DECEMBER 31, 2020

	City of Birmingham	City of Bloomfield Hills	Bloomfield Township
Distributions due to funding units/sub-units -			
Beginning of year	\$ 363,474	\$ 117,956	\$ 313,205
Current year distributions relating to prior year	(363,474)	(117,956)	(313,205)
Remaining balance related to prior year	-	-	-
Receipts	575,069	390,844	935,211
Statutory fees to the General Fund for operating costs	-	-	-
Current year distributions paid to funding units/sub-units	(583,100)	(195,968)	(741,217)
Distributions due to funding units/ sub-units - End of year	<u>\$ (8,031)</u>	<u>\$ 194,876</u>	<u>\$ 193,994</u>

The following schedules present the 48th District Court schedule of collections and allocations to funding units ("schedule 4") and the reconciliation of distributions due to funding units ("schedule 5") for the year ended December 31, 2019:

STATE OF MICHIGAN 48TH JUDICIAL DISTRICT COURT
DISTRIBUTION FUND
SCHEDULE OF COLLECTIONS AND ALLOCATIONS TO FUNDING UNITS
BASED ON CASELOAD PERCENTAGE AND SUBDIVISIONS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH COMPARATIVE TOTALS FOR THE YEAR ENDED DECEMBER 31, 2018

	2019				
	City of Birmingham	City of Bloomfield Hills	Bloomfield Township	City of Keego Harbor	Orchard Lake Village
Local ordinance violations:					
Fines and court costs	\$ 980,903	\$ 329,661	\$ 1,246,889	\$ 38,432	\$ 67,107
Bond forfeitures	25,149	8,452	31,969	-	-
No proof of insurance	16,214	5,449	20,612	-	-
Court costs on state law	43,574	14,645	55,391	-	-
Civil cases:					
Filing fees	36,487	12,263	46,381	-	-
Jury demand	4,815	1,618	6,120	-	-
Marriage ceremonies	289	97	367	-	-
Garnishments	27,298	9,174	34,701	-	-
Probation:					
Oversight	80,278	26,980	102,047	-	-
Alcohol awareness	-	-	-	-	-
Alcohol evaluation	13,780	4,631	17,518	-	-
N.E.A.T./S.O.A.P.	-	-	-	-	-
Other revenue:					
Secretary of State	11,798	3,965	14,998	-	-
Miscellaneous	17,798	5,981	22,624	-	-
Total	\$ 1,258,383	\$ 422,916	\$ 1,599,617	\$ 38,432	\$ 67,107

STATE OF MICHIGAN 48TH JUDICIAL DISTRICT COURT
DISTRIBUTION FUND
RECONCILIATION OF DISTRIBUTIONS DUE TO FUNDING UNITS
FOR THE YEAR ENDED DECEMBER 31, 2019

	City of Birmingham	City of Bloomfield Hills	Bloomfield Township
Distributions due to funding units -			
Beginning of year	\$ 74,108	\$ 679	\$ 141,592
Current year distributions relating to prior year	(74,108)	(679)	(141,592)
Remaining balance related to prior year	-	-	-
Receipts	1,258,383	422,916	1,599,617
Statutory fees to the General Fund for operating costs	-	-	-
Current year distributions paid to funding units	(894,909)	(304,960)	(1,286,412)
Distributions due to funding units - End of year	\$ 363,474	\$ 117,956	\$ 313,205

In reviewing the information above, one question that stands out is whether the distribution due to funding units amount in schedule 1 is already captured in the court revenue figures in schedule 1, potentially understating the total money returned figure for 2020 but overstating the total money returned figure for 2019.

Schedule 2 and schedule 4 present data on the total collections for the years ended December 31, 2020 and 2019, respectively. The total revenue figures in schedule 2 and schedule 4 agree with the total court revenue for each year in schedule 1. Schedule 3 and schedule 5 present data on distributions to the funding units and distributions due to the funding units, as compared to the total receipts. For both 2020 and 2019, the sum of the distributions made to funding units and the distributions due to the funding units agree to the total revenue figures presented in schedule 2 and schedule 4.

Given the above information, it appears that the total money returned figure calculated by the court includes distributions due to the City at the end of the court's fiscal year which have already been included in the total court revenue for the year.

I would be happy to discuss with you in more detail at your convenience.

Tim St. Andrew

TAB g

48th District Court History 2010-2020

CITY OF BIRMINGHAM
48TH DISTRICT COURT
REVENUES AND EXPENDITURES
FY 2010-2020

CURRENT	FISCAL YEAR ENDING DECEMBER 31,										
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
REVENUES											
FINES AND COURT COSTS	575,069	1,258,383	1,147,391	1,168,187	1,071,498	1,079,208	1,182,646	1,103,218	863,689	713,243	690,486
OTHER (INTEREST/REIMB)	55,551	182,786	13,379	14,801	11,730	12,959	13,427	10,037	12,123	8,884	8,722
TOTAL REVENUES	630,620	1,441,169	1,160,770	1,182,988	1,083,228	1,092,167	1,196,073	1,113,255	875,812	722,127	699,208
EXPENDITURES	(948,013)	(1,468,900)	(1,232,846)	(1,255,859)	(1,079,148)	(1,059,427)	(1,175,413)	(1,158,375)	(917,452)	(685,731)	(675,818)
REVENUES OVER (UNDER) EXPENDITURES	(317,393)	(27,731)	(72,076)	(72,871)	4,080	32,740	20,660	(45,120)	(41,640)	36,396	23,390
<u>OPTING OUT</u>											
COURT REVENUE	229,444	247,666	267,510	257,103	206,987						
REVENUES											
1/3 OF COURT REVENUE	76,481	82,555	89,170	85,701	68,996						
EXPENDITURES											
ESTIMATED TRANSCRIPTION	26,768	28,894	31,209	29,995	24,149						
REVENUES OVER (UNDER) EXPENDITURES	49,713	53,661	57,961	55,706	44,847						

TAB h

MEMORANDUM

DATE: December 13, 2021

TO: Thomas M. Markus, City Manager and City Commission

FROM: Mary M. Kucharek

SUBJECT: 48th District Court Interlocal Agreement for the Expenses and Maintenance of the 48th District Court

INTRODUCTION:

Before you this evening is an Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield which defines the sharing of expenses of maintenance, financing and operating the 48th District Court and to define the appropriation of fines and costs assessed in the 48th District Court.

BACKGROUND:

The 48th District Court is the district court that serves seven (7) local communities and has been established by MCL § 600.8123(6). The political subdivisions of the City of Birmingham, the City of Bloomfield Hills, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, the City of Orchard Lake Village, the City of Sylvan Lake and the City of Keego Harbor have been determined to be a district of the third class by statute. In 1984, with amendments in 1985, four (4) communities, the City of Birmingham, the Charter Township of Bloomfield, the Charter Township of West Bloomfield, and the City of Bloomfield Hills, mutually agreed to be "the District Funding Units" of the 48th District Court. Earlier this year, the City of Bloomfield Hills contacted and approached the other three (3) funding units that being, the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield to discuss a change in the agreements established in 1984 and 1985. The City of Bloomfield Hills, after having a decrease in revenues in 2020, most likely a direct impact from the COVID pandemic and shutdown, announced its desire to no longer be part of the District Funding Units. Under the original Agreement of 1984, any of the four (4) District Funding Units could opt out of the agreement. After much heated discussion, it was determined that the City of Bloomfield Hills would no longer participate in an agreement. As a result, a new agreement has been drafted, wherein now the three (3) communities will be the District Funding Units, and the other four (4) will receive a distribution of fines and costs as agreed by this 2021 agreement.

LEGAL REVIEW:

Statutes of the State of Michigan dictate how courts are to function and provide for the framework by which expenses and appropriation of fines and costs are assessed. The Michigan statutes define the ability for communities to articulate and define their arrangements for the

sharing of expenses and for the appropriation of fines and costs as long as they are authorized by each municipality's governing body. Michigan law, particularly at MCL §600.8379(1)(c) allows for the three (3) funding units to receive and to be paid one-third (1/3) of all fines and costs imposed for violations for their respective ordinances and to share in a percentage of the fines and costs imposed for violations of the other four (4) smaller communities.

FISCAL IMPACT:

The City of Birmingham will continue to receive a portion of the fines and costs imposed in its cases at the 48th District Court. Whether the decrease of one of the original four (4) District Funding Units impacts the finances of the City of Birmingham, will be measured over the next year or two to determine its full financial impact. There is a chance that the City of Birmingham will receive less money from the 48th District Court than in the past as a result of the City of Bloomfield Hills dropping out of being a funding unit. Yet, the portions of revenues from the other units will now be shared by three (3) instead of four (4).

PUBLIC COMMUNICATIONS:

There have been no public communications regarding this issue. The 48th District Court and its operating court officer, finance officer and judges are aware of this situation.

SUMMARY:

The Birmingham City Commission is being asked to agree to direct the City Manager to partake in this Agreement with the Charter Township of Bloomfield and Charter Township of West Bloomfield to be the 48th District Court's District Funding Units.

ATTACHMENTS:

Please find attached the Agreement between the three (3) funding units as described.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to accept the Agreement between the City of Birmingham, the Charter Township of Bloomfield and the Charter Township of West Bloomfield to be the three (3) District Court Funding Units for the 48th District Court, and further authorize Thomas M. Markus as the City Manager to sign the Agreement.

TAB 2

Beier Howlett

ATTORNEYS AND COUNSELORS

MARY M. KUCHAREK
mkucharek@bhlaw.us.com
Telephone (248) 282-1075
Fax (248) 645-9344

January 12, 2022

*****Via Email*****

Ms. Dani Walsh DWalsh@bloomfieldtwp.org
Mr. Steve Kaplan SKaplan@wbtownship.org
Mr. Derk Beckerleg dbeckerleg@secrestwardle.com

Re: 48th District Court Funding Agreement

Dear Dani, Steve and Derk:

At the January 10, 2022 Birmingham City Commission meeting a lot of time was spent discussing the Court issue and the decisions the City of Birmingham has to make. Likewise, the Townships of Bloomfield and West Bloomfield Board of Trustees also have a lot of decisions to make.

As of right now, our Agreement states that we have to provide notice to each other by the end of January of our intentions to opt out. This deadline is approaching very quickly, and as a result it is creating a great deal of rushed and stressful times for all of our elected officials. Tom and I would like to make the following proposal: we agree to make an Amendment to our existing Agreement to push the notice of intent to opt out from January 31st to February 28, 2022. This Amendment would be for **this** calendar year **only** given the current situation. We are meeting next week to discuss the future of the 48th District Court Funding Agreement, and I am sure we will come to the table with many ideas. It just seems to Tom and I that we need a little more time, as I am sure you do as well. Obviously, we would need the approval of the legislative bodies of each of our communities for this Amendment. If agreed upon by you, Tom and I would certainly recommend this to the Birmingham City Commission at the January 24, 2022 meeting. Attached please find the proposed Amendment.

Please let me know your thoughts. Thank you.

Very truly yours,

BEIER HOWLETT, P.C.



Mary M. Kucharek

MMK/jc
Enclosure

**AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF BIRMINGHAM,
THE CHARTER TOWNSHIP OF BLOOMFIELD AND, THE CHARTER TOWNSHIP
OF WEST BLOOMFIELD
TO DEFINE THE SHARING OF EXPENSES OF MAINTAINING, FINANCING AND
OPERATING THE 48th DISTRICT COURT AND TO DEFINE THE APPROPRIATION
OF FINES AND COSTS ASSESSED IN THE 48th DISTRICT COURT**

THIS AMENDMENT to the Agreement entered into by and between the City of Birmingham, a Michigan Municipal Corporation, 151 Martin Street, Birmingham, Michigan 48009, and the Charter Township of Bloomfield, a Michigan Municipal Corporation, 4200 Telegraph Road, Bloomfield Township, MI 48303 and the Charter Township of West Bloomfield, a Michigan Municipal Corporation, 4550 Walnut Lake Rd. West Bloomfield, MI 48323. The City of Birmingham, Charter Township of Bloomfield and Charter Township of West Bloomfield may be referred to individually as a "Party" and jointly as "Parties," is hereby amended to change paragraph 6. Termination or Cancellation Agreement only for the calendar year of 2022, as follows:

6. Termination or Cancellation of Agreement

6.1 The term of this Agreement shall commence January 1, 2022 and shall continue in effect until terminated in accordance with the terms of this Agreement by one of the parties hereto. A party may terminate this Agreement by giving written notice to the other parties herein signifying their intent to opt out of this Agreement in writing during the month of February for the calendar year of 2022 that the party is intending to opt out at its end, and then the Agreement shall continue in effect, including financial obligations, throughout the balance of said calendar year. After said calendar year, this Agreement shall cease existence.

6.2 If any Party attempts to terminate or cancel this Agreement they shall provide written notice to the chief executive officer of all other Parties to the addresses listed herein.

IN WITNESS WHEREOF, the Parties have, by Resolution of their governing body, approved this Amendment which exists only for the 2022 calendar year and have taken all actions and secured all approvals necessary to authorize and complete this Amendment. The persons

signing this Amendment on behalf of each Party have legal authority to sign this Amendment and bind the Parties to the terms and conditions contained herein. The Parties have executed this Amendment as of the day and year written below.

CITY OF BIRMINGHAM

By: _____
Thomas M. Markus
Its: City Manager
Date: _____

By: _____
Alexandria Bingham
Its: City Clerk
Dated: _____

CHARTER TOWNSHIP OF BLOOMFIELD

By: _____
Dani Walsh
Its: Supervisor
Date: _____

By: _____
Martin C. Brook
Its: Clerk
Date: _____

CHARTER TOWNSHIP OF WEST BLOOMFIELD

By: _____
Steven Kaplan
Its: Supervisor
Date: _____

By: _____
Debbie Binder
Its: Clerk
Date: _____

TAB 3

Mary Kucharek

From: Mary Kucharek
Sent: Thursday, January 13, 2022 11:44 AM
To: Beckerleg, Derk
Cc: Dani Walsh; Steven Kaplan; Tom Markus; Mark Gerber
Subject: RE: proposal for amendment

That is disappointing to hear. The additional time request was a good faith attempt toward affording the time to the efforts of exploring positive resolutions for all the parties involved.

From: Beckerleg, Derk [mailto:dbeckerleg@secrestwardle.com]
Sent: Thursday, January 13, 2022 11:20 AM
To: Mary Kucharek <Mkucharek@bhlaw.us.com>
Cc: Dani Walsh <DWalsh@bloomfieldtp.org>; Steven Kaplan <SKaplan@wbtownship.org>; Tom Markus <tmarkus@bhamgov.org>; Mark Gerber <Mgerber@bhamgov.org>
Subject: Fwd: proposal for amendment

Hi Mary. I have shared with Bloomfield Township and West Bloomfield Township, Birmingham's request to amend the current 48th District Court Agreement to extend the notice of intent to opt out deadline from January 31, 2022 to February 28, 2022. Please be advised that Bloomfield Township and West Bloomfield Township are not agreeable to amending the 48th District Court Agreement to extend the notice of intent to opt out deadline beyond January 31, 2022.

Thanks, Derk.

Sent from my iPhone

Begin forwarded message:

From: "Beckerleg, Derk" <dbeckerleg@secrestwardle.com>
Date: January 13, 2022 at 11:08:14 AM EST
To: "Beckerleg, Derk" <dbeckerleg@secrestwardle.com>
Subject: FW: proposal for amendment

-----Original Message-----

From: Mary Kucharek <Mkucharek@bhlaw.us.com>
Sent: Wednesday, January 12, 2022 1:31 PM
To: Beckerleg, Derk <dbeckerleg@secrestwardle.com>; Walsh, Dani <DWalsh@bloomfieldtp.org>; Steven Kaplan <SKaplan@wbtownship.org>
Cc: Tom Markus <tmarkus@bhamgov.org>; Mark Gerber <Mgerber@bhamgov.org>
Subject: proposal for amendment

[EXTERNAL]

DATE: January 6th, 2022

TO: Thomas Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nick Dupuis, Planning Director

SUBJECT: Corridor Improvement Authority Development & TIF Plan Update

INTRODUCTION:

The Corridor Improvement Authority has made updates to its Development & TIF (Tax Increment Finance) Plan which was first approved by City Commission on May 11th, 2015. The purpose of the plan is to capture tax revenue to be used for a portion of the construction cost for up to two parking structures in the Triangle District. The City of Birmingham must reach a formal agreement with Oakland County for their share of the tax capture value to be finalized, however the County has recently requested that Birmingham update its Development & TIF Plan given the changes that have occurred since 2015. If the City Commission chooses to approve the updated plan, City staff will once again enter into negotiations with Oakland County in an attempt to capture County tax revenue to be used for the purpose of constructing up to two parking structures in the Triangle District. Oakland County's portion provides the largest tax capture and is crucial to the success of the Development and TIF Plan.

BACKGROUND:

Birmingham established a Corridor Improvement Authority (CIA) in the Triangle District in 2008. A Corridor Improvement Authority is governed under Michigan Public Act 57 of 2018 to prevent deterioration, promote economic growth, and encourage historic preservation in a business district. The CIA district consists of the commercial portion of the Triangle District between Woodward Avenue, E. Maple, and Adams Road. The construction of up to two parking structures in the Triangle District is meant to be a catalyst for commercial development in an area that permits buildings between three to nine stories in height.

Over the course of six years, the CIA met to review existing conditions in the Triangle District and complete a Development and TIF Plan as required by the state in order to enter into a tax capturing agreement with the county. The City coordinated with LSL Planning and Miller Canfield for planning and parking related issues in order to formulate a Development & TIF Plan that aligned with the existing conditions, zoning requirements, and the Triangle District Urban Design Plan. The CIA ensured that the Development & TIF plan satisfied all state requirements of the then Corridor Improvement Authority Act, P.A. 280 of 2005.

The CIA recommended that the City Commission approve the Development & TIF Plan in the spring of 2015 with the anticipation that the area's taxable value would be lowest at this point due to demolitions. Approving the Development & TIF Plan at this time was an ideal base year for capturing increases in taxable value to be used for the construction of up to two parking

structures. The goal was to have captured value from Oakland County account for approximately one third of the total construction costs.

After the City Commission's approval in May of 2015, the City of Birmingham presented the Development & TIF Plan to Oakland County's TIF Review Committee. Ultimately, the Oakland County Board of Commissioners approved Birmingham's proposal with the condition that Corporation Counsel negotiate a contract with the city. Corporation Counsel then added conditions that required Birmingham agree to cap the County's contribution at \$1.6 million and add a clawback provision if Birmingham did not initiate construction of a parking structure by 2026. Birmingham did not agree to such conditions and negotiations stalled for a period of time.

City staff has re-initiated TIF discussions with Oakland County, now operating under the direction of a new County Executive. Birmingham has requested to continue the negotiations where they left off and not have to begin the entire review process with the TIF Review Committee again. Oakland County has requested that the City of Birmingham update its Development & TIF Plan to reflect current 2021 values before continuing discussions.

Birmingham's CIA met on October 5th, 2021 and October 26th, 2021 to review updates made to the Development and TIF Plan. Major changes to the plan included updating parking structure cost projections, using the actual average annual taxable value growth rate in the district of 6% for tax capture projections instead of an inflationary 2.5%, and updating projections that assume 100% of Oakland County's tax capture. The CIA also reviewed all updates to the Corridor Improvement Authority Act as amended to P.A. 57 of 2018, Part 6 in order to ensure that all updated state requirements have been met. **Updates made to the Development and TIF Plan are highlighted in red throughout the document.**

LEGAL REVIEW:

The City Attorney requires the date for hearing be re-set in order to comply with state law notice requirements.

All other legal review has been completed and without objection.

FISCAL IMPACT:

The goal of the Corridor Improvement Authority's Development and TIF Plan is to satisfy state requirements for the City to enter into a TIF agreement with Oakland County. If an agreement with Oakland County is accomplished, Birmingham may capture Oakland County's portion of property taxes and direct the revenues towards payments for up to two parking structures in the Triangle District. Without the participation of Oakland County and other taxing jurisdictions, all funding for improvements would come from the city and thus would likely stall.

PUBLIC NOTIFICATION:

Michigan P.A. 57 of 2018 requires that notice of the time and place of the hearing shall be given by publication twice in a newspaper of general circulation, the first of which shall be not less than 20 days before the date set for the hearing. Notice of the hearing shall be posted in at least 20 conspicuous and public places in the district not less than 20 days before the hearing. Notice shall also be mailed to all property taxpayers of record in the district not less than 20 days before the hearing.

SUMMARY:

The Planning Division requests that the City Commission reset the Public Hearing for Birmingham's Corridor Improvement Authority Development & TIF Plan updates due to issues that have occurred with public noticing.

ATTACHMENTS:

- Birmingham CIA Development and TIF Plan
- October 5th & 26th, 2021 Meeting Minutes

SUGGESTED RESOLUTION:

Make a motion to reset the Public Hearing for Birmingham's Corridor Improvement Authority Development and TIF Plan to a date certain of February 28th, 2022.

City of Birmingham

Corridor Improvement Authority

FOR THE TRIANGLE DISTRICT

DEVELOPMENT & TAX INCREMENT FINANCING PLAN

October 2021 Draft

(2021 Updates in Red)







Acknowledgements

City Commission

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2021 CIA Update Summary

In 2021, Birmingham's Corridor Improvement Authority (CIA) made updates to its Development and TIF Plan that was first approved by the City Commission in 2015. The CIA was established in 2008 for the City's Triangle District which encompasses the commercial area between Woodward Avenue, Maple Road, and Adams Road. The intent of Birmingham's CIA is to create a Development and TIF Plan that satisfies all State guidelines and enables Oakland County to work with the City on economic development projects. If the County chooses to opt-in to Birmingham's Development and TIF Plan, the City may capture the County's tax revenue for the purpose of financing a public parking system in the Triangle District. The establishment of a multi-story parking system in the Triangle District is meant to be a catalyst for commercial development and serve as a major benefit to both the City and the County by supporting long-term economic growth.

Birmingham's CIA began meeting in 2009 to create a Development and TIF Plan for a public parking system in the City's Triangle District. The Authority reviewed and recommended potential locations for parking structures as well as estimated costs and tax capture projections. In 2015, Birmingham's City Commission approved the Corridor Improvement Authority's Development and TIF Plan, which was then brought to Oakland County for review.

Oakland County approved Birmingham's Development and TIF Plan in 2015 with the condition that an agreement be reached through contract negotiations. In 2016, Oakland County proposed a condition with a cap on the tax capture amount and a clawback provision if Birmingham did not initiate project construction by 2026. The City and the County were unable to reach amenable terms at that time, however the City has reinitiated discussions with Oakland County once again, and wishes to get back to the final negotiation process.

Oakland County has requested that the City of Birmingham revisit its CIA Development & TIF Plan to make updates in order to reflect changes since 2015 and allow for review and input in public meetings.

Both the County and the CIA have requested that updates to the document be called out by City staff. In Chapter One, such changes include updates to the Land Use Plan, Existing Parking Conditions, and the Projected Parking Demand to reflect new construction and changes in tenants since 2015.

Chapter Two changes were made to the Preliminary Parking Cost Estimates in order to reflect current economic factors. Land in the Triangle District has experienced an average annual increase of 6% since 2015, therefore the projected land cost was updated to reflect this value. The projected cost of a parking structure was also updated, given the dramatic increase in materials and labor since 2015. The City now estimates a 5-story, 450 space parking structure to cost approximately \$40,000 per space. Obtaining land and developing a parking structure through a public-private partnership was also included as a potential means of accomplishing the City's goals in the Triangle District Master Plan. Updates addressing the now P.A. 57 of 2018, Part 6, Section 910 were also made and the City has included a detailed description of how it will satisfy Reporting Requirements.

In Chapter Three, updates were made to the estimated captured taxable value projections. The projected average annual increase in taxable value was updated to 6% to reflect historical trends, as opposed to the inflationary assumption of 2.5% from 2015. The City also assumed a 100% tax capture from Oakland County which results in approximately \$6 million worth of tax capture by 2040 to be used for initiating economic development in the City and County.

Chapter One: Introduction

Introduction

The City of Birmingham is one of the premier suburban communities in metropolitan Detroit. Birmingham's Triangle District is physically located in the center of the city, between Adams Road and Woodward Avenue, south of Maple Road. Although the district has great potential for redevelopment, it is currently underdeveloped in comparison to its surrounding. To the west is the city's vibrant Downtown, filled with shops, restaurants, movie theaters, offices and homes – in proximity to, but disconnected from the Triangle District by Woodward Avenue. Maple Road, which bounds the north end of the District, is lined with both successful businesses and underutilized properties and provides the primary pedestrian and vehicular connection to Downtown Birmingham. East of the Triangle District is a quality single family residential neighborhood that is well-established and planned to remain. The Eton Road mixed-use Rail District hosts loft style urban living with landmark restaurants, live-work units, multi-story apartment buildings, indoor recreation facilities and a wide variety of unique, clustered uses such as home furnishing shops, dance and art studios, and industrial uses.

Development of the Triangle District Urban Design Plan in 2007 marked the beginning of a long-term effort to revitalize the district. Recognizing the potential growth in the district, the city identified the key elements necessary for the successful redevelopment of the district. The primary goal of the Triangle District Urban Design Plan project was to create a unified framework for development that improves the economic, social and pedestrian environments while protecting the central neighborhood that exists within the district. The resulting strategy included a set of development guidelines intended to create an urban, pedestrian-friendly environment similar to those that are so successful in other areas of the city.

The Triangle District is also envisioned as a transit-oriented district that will draw on regional transit plans that include Birmingham as a destination. Doing so requires a more compact, urban building form, which is best achieved through a form-based code, which the city adopted in 2007.





The Triangle District's unique needs lay in the demand for improved circulation and parking. Parking is scattered and unorganized and building placements are, in many places, not conducive to the pedestrian scale and comfort envisioned. A form-based code was developed to encourage building placement and design in the form required to create attractive and inviting public streets and spaces. Over time, buildings developed under the Triangle Plan will line the roadways to create a more urban street scale that is comfortable to pedestrians and suitable for mixed-use development. However, a key element to the successful revitalization of the Triangle District is the need for better organized and more efficient parking facilities.

As evidenced by the success of the city's Downtown parking program, public parking structures that are designed and located appropriately can significantly impact the economic success of local businesses. Since the need for improved parking was identified as a primary concern, the city began to assess the feasibility of such a structure in the Triangle District. New legislation in 2005 enabled the city to use a new tool that allows tax increment financing to revitalize road corridors through the creation of a Corridor Improvement Authority (CIA).

Pursuant to Act 280, Public Acts of Michigan, 2005, now P.A. 57 of 2018, Part 6, the Corridor Improvement Authority Act, the Birmingham Triangle District's CIA was incorporated on November 10, 2008 with the objective of stimulating and encouraging economic development activities within the established District. It was on this date that the Authority District boundaries were established. The CIA is overseen by a board comprised of four members appointed by the Mayor and confirmed by the City Commission. **A development plan or a TIF plan developed by an authority under a statute or section of law repealed by the bill remains in effect with the authority under the corresponding part of the Act.**

The City of Birmingham developed this Development and Tax Increment Finance Plan for the Triangle District to outline the improvements necessary to realize the vision established in the Triangle District Urban Design Plan. It describes proposed improvements needed to achieve the goals for the district and the method of financing proposed to fund them.

Triangle District Background

The city developed an Urban Design Plan for the Triangle District in 2007, which included the following goals:

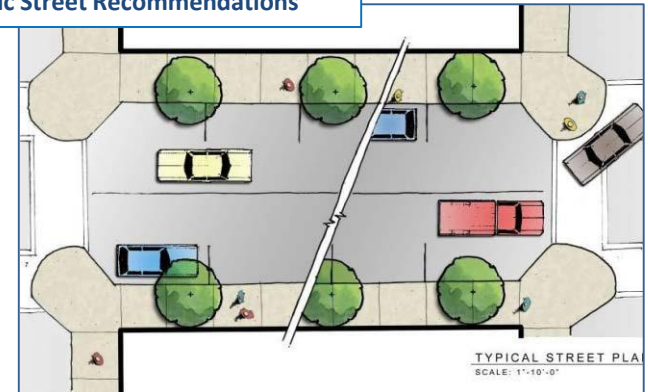
- Improve the visual appearance of the area, its streets, alleys, public spaces, and buildings by establishing guidelines for design and implementation of public and private projects.
- Improve the economic and social vitality by encouraging diversity of use and opportunities for a variety of experiences.
- Better utilize property through more compact, mixed-use development.
- Provide links to Downtown across Woodward's high traffic barrier.
- Improve the comfort, convenience, safety, and enjoyment of the pedestrian environment by create an inviting, walkable, pedestrian neighborhood and setting aside public plazas.
- Encourage sustainable development.
- Protect the integrity of established residential neighborhoods.
- Organize the parking and street system to facilitate efficient access, circulation, and parking to balance vehicular and pedestrian needs.

Since development of the Triangle District Urban Design Plan, the city has established a CIA to carry out the parking recommendations. While the Urban Design Plan recommends a number of changes to the Triangle District that are being implemented by the City, the CIA's focus is to implement the parking aspects of the Urban Design Plan. The Birmingham Triangle District CIA held their first meeting on January 20, 2009, where they began their work by recommending the City Commission begin developing this Development and Tax Increment Financing Plan for the district. Their specific purpose is to facilitate the planning and financing of public parking in the Triangle District.

Open Space Design Recommendations



Public Street Recommendations



Building Design Recommendations



The Triangle District Development and TIF Plans were created according to the Corridor Improvement Authority Act, P.A. 280 of 2005, as amended, now P.A. 57 of 2018, Part 6



Purpose of the Development and TIF Plans

The purpose of a CIA is to plan for, correct and prevent deterioration in business districts, to encourage historic preservation and to promote economic growth within the district.

The City of Birmingham has determined that the development plan and tax increment financing plan constitutes a public purpose, based on the following considerations:

- The proposed method of financing the development is feasible and the authority has the ability to arrange the financing.
- The development is reasonable and necessary to carry out the purposes of the CIA Act.
- The land within the district that is to be acquired is reasonably necessary to carry out the purposes of the plan and of the CIA Act in an efficient and economically satisfactory manner.
- The development plan is in reasonable accord with the City of Birmingham's Master Plan, which includes the Triangle District Subarea Plan.
- Public services, such as fire and police protection and utilities, are adequate to service the project area.
- Changes in zoning, streets, street levels, intersections, and utilities are reasonably necessary to facilitate the planned redevelopment of the District.

Chapter Two of this Plan discusses the recommendations for stimulating redevelopment within the Triangle District. A key concern in the Triangle District Design Plan is the need for more organized and efficient parking. The Birmingham Triangle District Corridor Improvement Authority was established to facilitate the construction of new parking facilities that will serve the district. Chapter Three contains the Tax Increment Financing Plan that will be required to finance the development of parking facilities. Both plans have been prepared in consideration of the required legal parameters, economic factors, and realistic projections.

Approval

According to the Corridor Improvement Authority Act, P.A. 280 of 2005, as amended, now P.A. 57 of 2018, Part 6, Development and Tax Increment Financing Plans must be adopted by the City Commission by resolution after holding a public hearing. The City of Birmingham held a public hearing on March 16, 2015 and adopted this Development and Tax Increment Finance Plan on May 11, 2015.

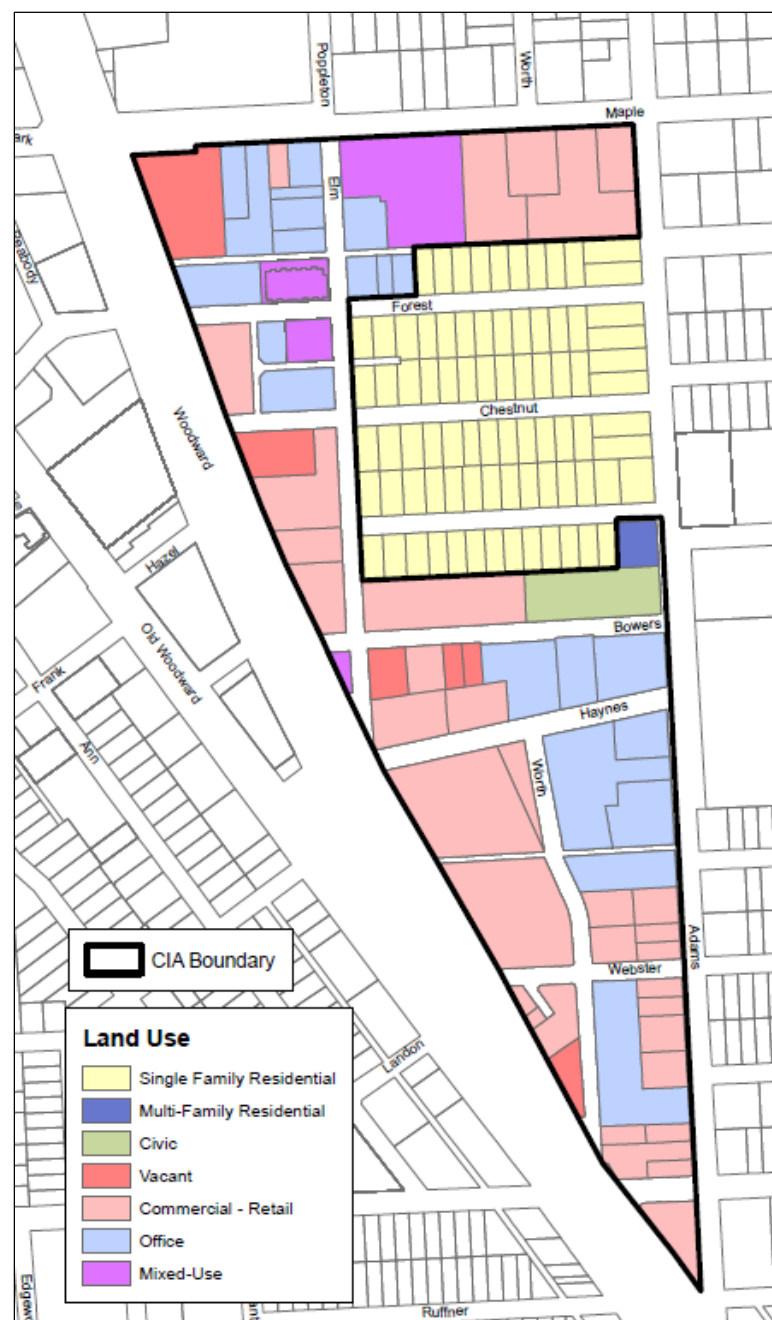
Existing Land Use

Land uses were inventoried throughout the Triangle District (see map). Sites along Woodward Avenue, the district's western boundary, consist of general commercial uses including auto sales agencies, a gas station, a Walgreens, and a grocery store. The area transitions to less intense office and retail uses to the east of Woodward which predominantly consists of expansive surface parking lots, buildings with large blank walls, and offices stilted above exposed ground level parking lots.

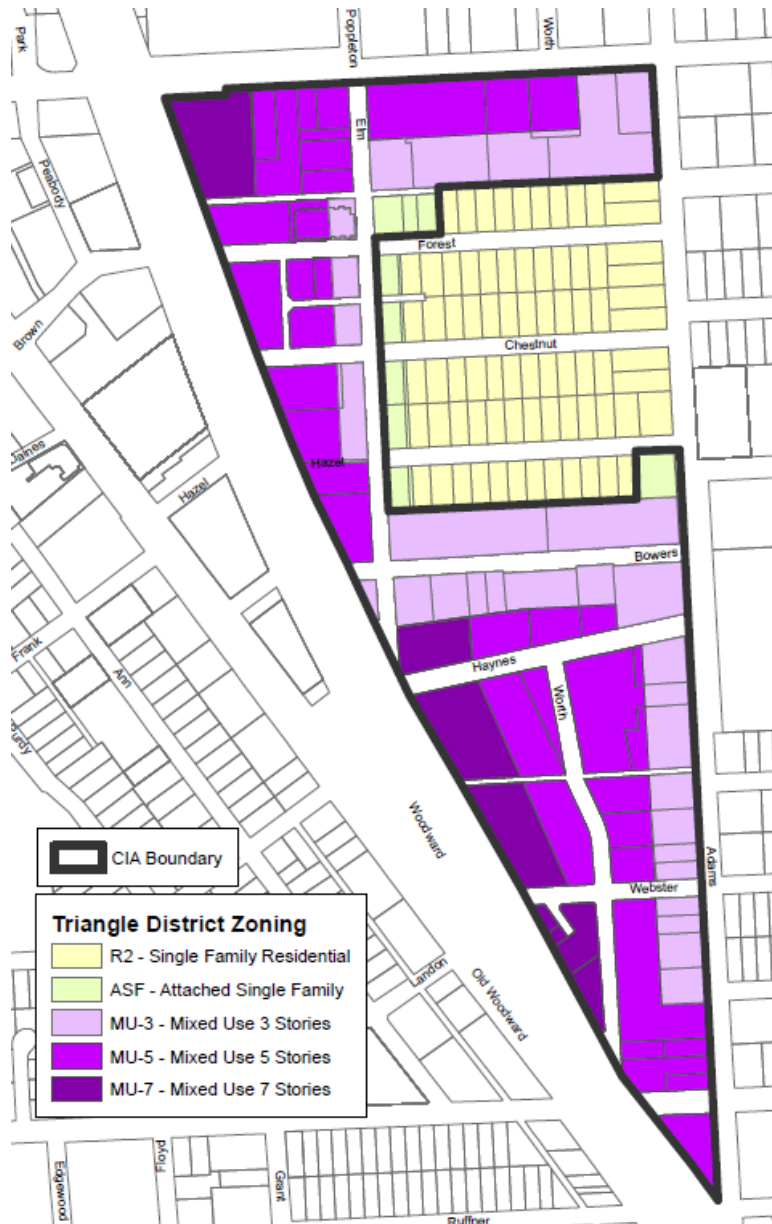
There is a large vacant parcel on the southeast corner of Woodward Ave and E. Maple Rd which was the former site of a hotel and is now a gravel parking lot. Maple Road has a mix of office, live-work units, senior living, and retail along its frontage. Adams Road has the corridor's sole multi-family residential building and is also fronted by a mix of office and retail uses.

Since the adoption of the Triangle District Plan, the area has experienced four new mixed-use developments. The All Seasons Senior Living development successfully developed a large parcel due to reduced parking requirements for senior living. The developments at 735 Forest, 750 Forest, and 34400 Woodward include a mix of retail, office, restaurant, and residential on smaller parcels in the zones permitting three to five stories.

The large parcels south of Bowers have not been developed since the adoption of the Triangle District Plan and Triangle Overlay District. The former Borders Books site was converted to a Walgreens. A number of the buildings and parking lots appear to be degrading in quality and declining into disrepair.



Regulating Plan & Existing Parking and Land Use Conditions



CIA District Usage

Total Commercial Floor Area (SF)	697,462
Total District Land Area (SF)	1,395,162
Floor Area Ratio	50%
Total Parking	
Off-street parking spaces	2,206
On-street parking spaces	354
Total Parking	2,560
Existing Parking Ratio	
Spaces Per 1,000 SF Floor Area	3.67



Existing Parking and Land Use Conditions

A detailed parking inventory was completed December, 2006. The inventory of parking was updated in 2009, and again in 2021. There are 2,206 private parking spaces and 354 on-street public parking spaces, for a total of 2,560 spaces in the CIA District.

Birmingham's Zoning Ordinance requires 1 parking space for every 300 SF of office and retail which equates to 3.33 parking spaces per 1,000 SF of commercial space. At this time, the CIA District exceeds that value by a small amount with approximately 3.67 parking space per 1,000 square feet of commercial use. Meeting the parking requirement on-site in this area has led to expansive surface parking lots, large gaps between buildings, and a lack of pedestrian connectivity. An excess of surface parking is not an efficient use of space in the CIA District where the intent of the Triangle District Plan and the Zoning Ordinance is to encourage a dense walkable environment, a mix of residential and commercial uses, and to limit the use of exposed surface parking.

The CIA District has a total land area of 1,395,162 SF. Meanwhile there is currently a total of 697,462 SF of commercial space. This equates to a floor-area-ratio of 50%, meaning for every 1 SF of land, approximately 0.5 SF of commercial space is being used. Current zoning for this district enables a floor area ratio of 300% in the MU-3 zone, 500%, in the MU-5 zone, and 700% in the MU-7 zone. An additional 100%-200% (1-2 floors) can be obtained in each zone if certain requirements are met. This means for every 1 SF of land, the Triangle District could have between 3 to 9 SF of space for people to live, work, shop, and gather. Multi-story buildings are crucial for districts that desire a dense mixed-use area, however being required to provide all parking on-site presents an extreme difficulty to property owners and developers trying to maximize the use of the space. Multi-story parking structures that serve the parking requirements for surrounding buildings would enable the district to maximize the space for people oriented uses with more density that will activate the area at all times of the day.

While the City has established an extensive public parking program for the Downtown, it does not extend into the Triangle District. This leaves private property owners to provide for their own parking needs, which has lead to inefficiencies in use and wasted land that could otherwise be developed to contribute to the desired vibrancy of the district.

Projected Parking Demand

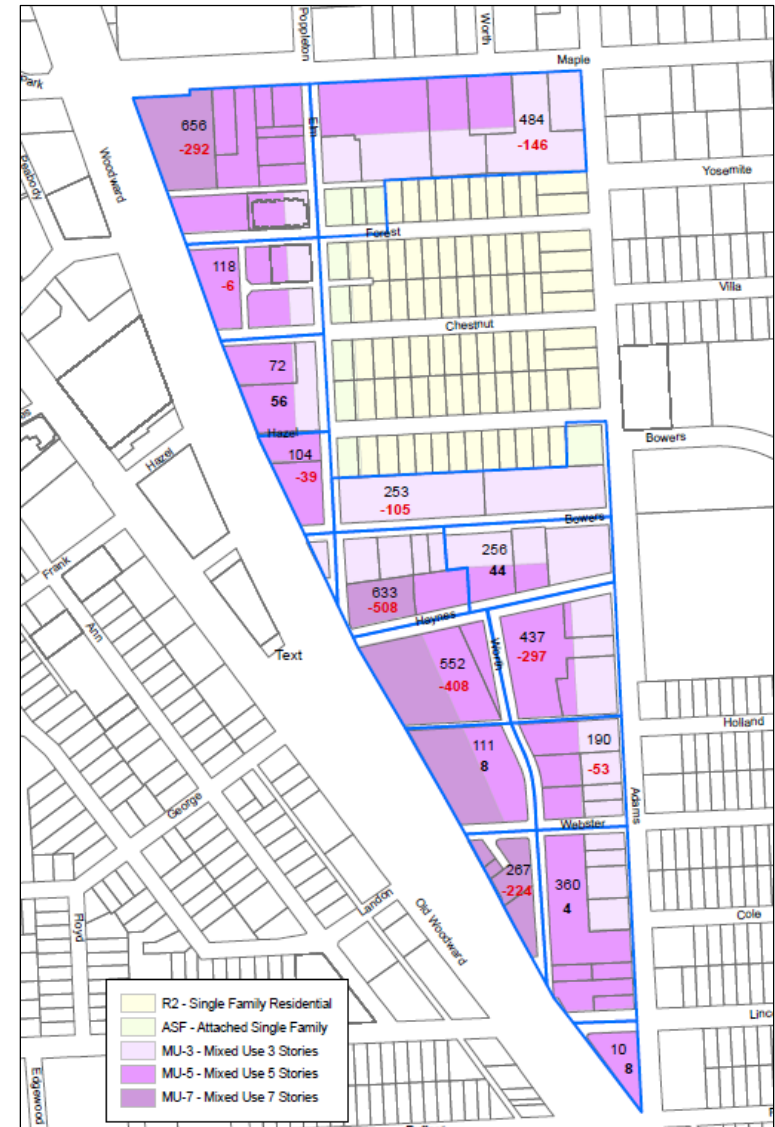
In order to estimate the amount of parking demand in the future that could support a public parking facility, the district was analyzed for future build-out. A full build-out shows the amount of development that could occur based upon the Urban Design Plan and new Triangle District Overlay. However, because it is unlikely that all of the current uses in the district will be removed and redeveloped, assumptions were made on which buildings would likely remain and which areas would likely redevelop. This “partial build-out” included development that is anticipated or likely to occur in the future and gives a more realistic estimate of future parking demands.

Future parking demand was estimated based upon the Institute of Transportation Engineer’s Parking Generation Manual and observed parking demands in the city. The projections assume that new development will be providing some on-site parking, either via private parking structures, underground lots or small surface lots. A summary of the parking analysis is provided below:

Available On-street Parking Spaces	Private Parking Spaces	Projected Parking Demand Based Upon Partial Build-out	Future Parking Deficit
354	2,206	4,513	1,953

The above projected deficit showed the future need for an additional 444 parking spaces in the north end of the Triangle District near Maple Road and an additional 1,566 spaces in the south portion of the District.

The development of public parking structures, in strategic locations that will best serve the maximum number of businesses is recommended. Because the demand for parking will occur incrementally over time as the Triangle District redevelops, it is recommended that the City first acquire land for one or more surface parking lots to be developed with structures as the area redevelops and parking demand increases.





Chapter Two: Development Plan

Introduction

According to the Corridor Improvement Authority Act, P.A. 280 of 2005, as amended, now P.A. 57 of 2018, Part 6, the City of Birmingham's Corridor Improvement Authority must develop a Development Plan for any improvements that are proposed to be funded through Tax Increment Financing. The law prescribes the various elements required in the Development Plan, including reporting requirements pursuant to Part 9 of P.A. 57 of 2018, which are discussed later in this Chapter.

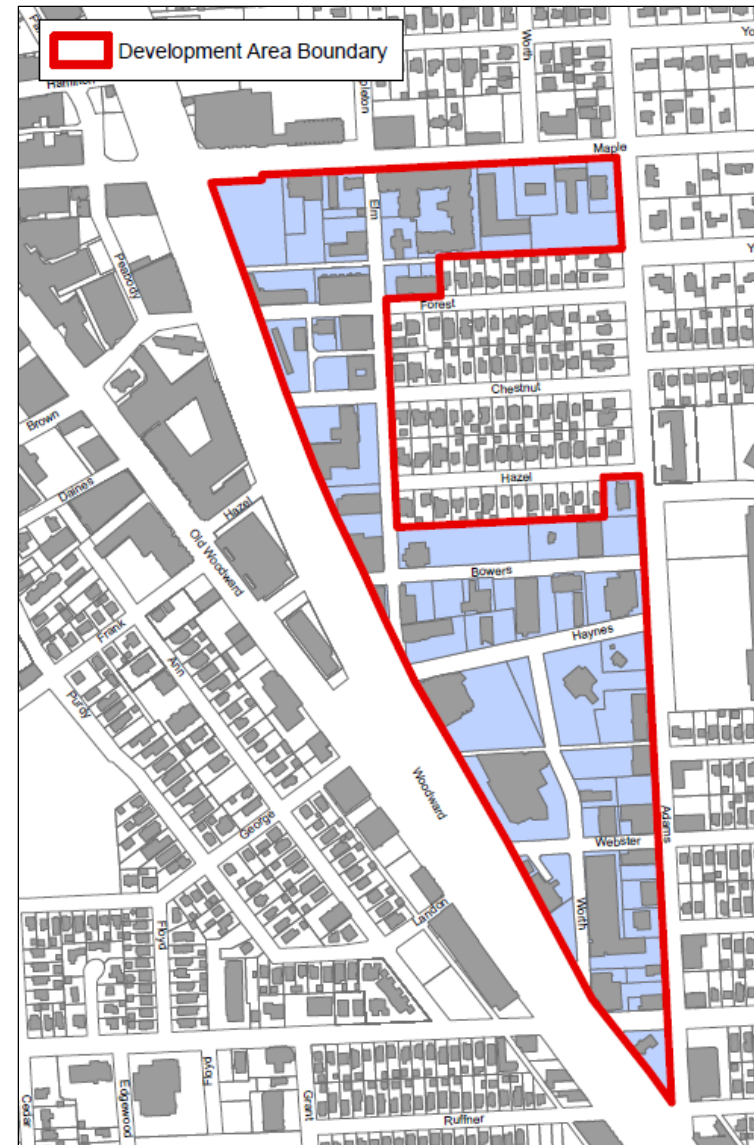
Development Plan

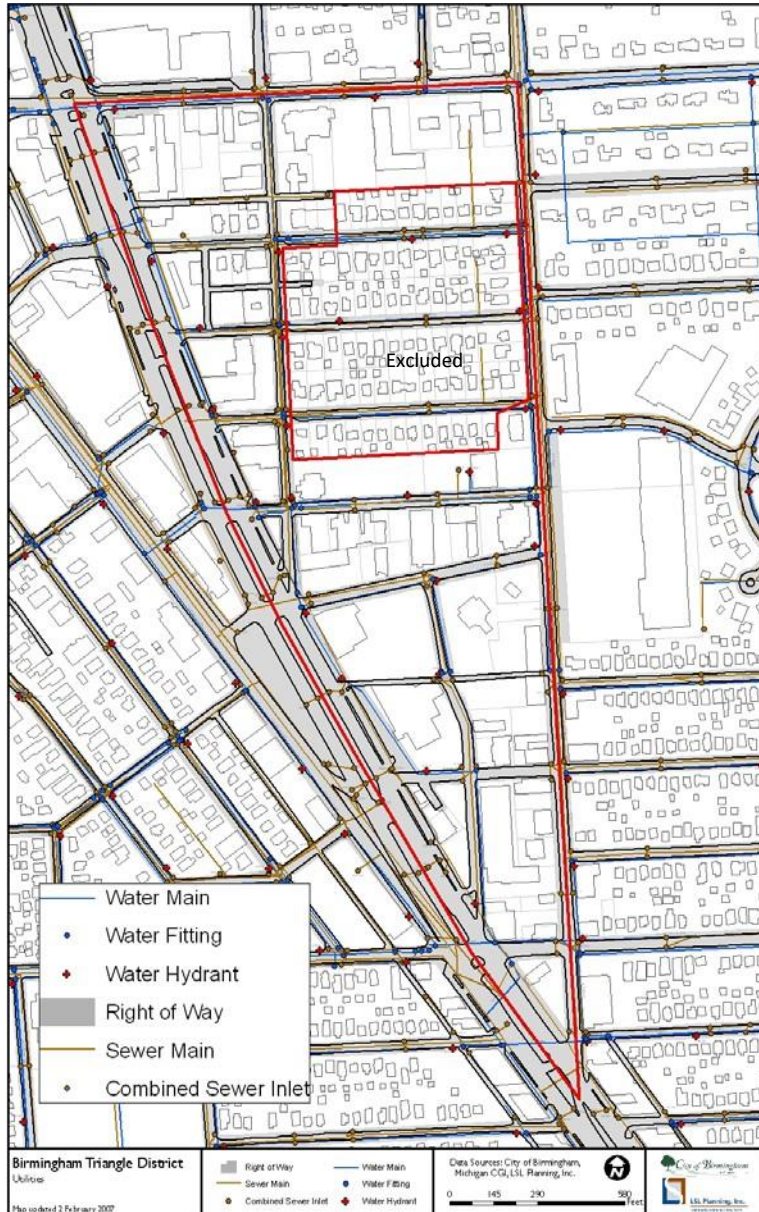
According to Section 6 2 1 of the Corridor Improvement Authority Act, the Development Plan must address the following:

- **Section 621(2) (a) Development Area Boundary:** *The designation of boundaries of the development area in relation to highways, streets, streams, or otherwise.*

The Development Area is generally enclosed by Woodward Avenue on the west, Maple Road on the north and Adams Road on the east, excluding the existing single-family neighborhood along Forest, Chestnut and Hazel Streets east of Elm Street. The Triangle District serves as a transitional growth area between Birmingham's central business district west of Woodward and the residential neighborhoods to the east (See District Map, right).

- **Section 621(2) (b) Existing Streets and Public Facilities:** *The location and extent of existing streets and other public facilities within the development area, designating the location, character, and extent of the categories of public and private land uses then existing and proposed for the development area, including residential, recreational, commercial, industrial, educational, and other uses, and including a legal description of the development area.*





Utility Map

The boundaries of the Development Area in relation to highways, streets, and other rights-of-way are shown on the District Map, as previously presented under item 21(2) (a). The district is also well served by public water and sewer services (See Utility Map, left).

The city maintains a Fire Station at the northwest corner of Adams and Bowers. This is their main station, containing administrative offices and training facilities.

Land uses in the district include a mix of commercial and office uses. The district is adjacent to a single-family neighborhood that is not proposed to be included in the TIF Plan. Most of the higher intensity uses are located along Woodward, with other fine stores and offices found throughout the district.

Woodward Avenue is an eight-lane state trunkline with a center median that runs along the western edge of the district. Maple Road is a four-lane arterial road that runs along the northern edge of the district. Streets within the district are generally two-lane local city streets with sidewalks and on-street parking. Street circulation in the south end of the district could be improved through road realignments, and some of the parking lots and loading areas are unorganized throughout the district, as are several building arrangements. The disjointed arrangement of buildings and parking does not create the physical context for a strong synergy between the various uses in the area. It is a goal of this Development Plan to provide more organized parking that will help improve business vitality in the district.

- **Section 621(2) (c) Existing Improvements:** A description of existing improvements in the development area to be demolished, repaired, or altered, a description of any repairs and alterations, and an estimate of the time required for completion.

The Birmingham Corridor Improvement Authority plans to redevelop one or two sites within the district into a public parking facility. Immediate plans are to acquire a site(s) for the future parking facilities and construct a surface parking lot until the area redevelops and need for a parking structure increases. Because the site for the parking facilities has yet to be determined, the specific details regarding site demolition or repairs are

unknown. If existing surface lots on the future site can be re-used to provide temporary parking, they will be repaired or retained if in good condition. Otherwise, purchase and demolition of existing commercial buildings is likely needed, as most lots in the district are developed to some extent.

The timing of construction will depend on the redevelopment of the district creating additional parking demand and generating additional tax increment rate of capture to fund construction. The city plans to issue bonds for the land acquisition costs as well as the parking facility construction costs; therefore, the timing of bond issues will be determined when adequate revenues exists to make the expected payments. The City may also choose to pursue a public-private partnership that may involve negotiating a ground lease for the construction of a mixed use building that contains a public parking structure.

- **Section 621(2) (d) Estimated Cost of Improvements:** *The location, extent, character, and estimated cost of the improvements including rehabilitation contemplated for the development area and an estimate of the time required for completion.*

For each parking structure, preliminary estimates assume a land cost of approximately \$7,500,000. When purchased, the land may be redeveloped immediately into a 90-space surface parking lot that is estimated to cost approximately \$225,000. It is anticipated a 450-space parking structure cost will be approximately \$18,000,000. It is anticipated that a portion of the cost of each structure will be funded through the CIA, and the remainder will be funded through other mechanisms, including a Special Assessment District. Demolition costs will be determined once a site is identified. The actual number and configuration of parking facilities will be determined based upon development in the District and growth in parking demand.

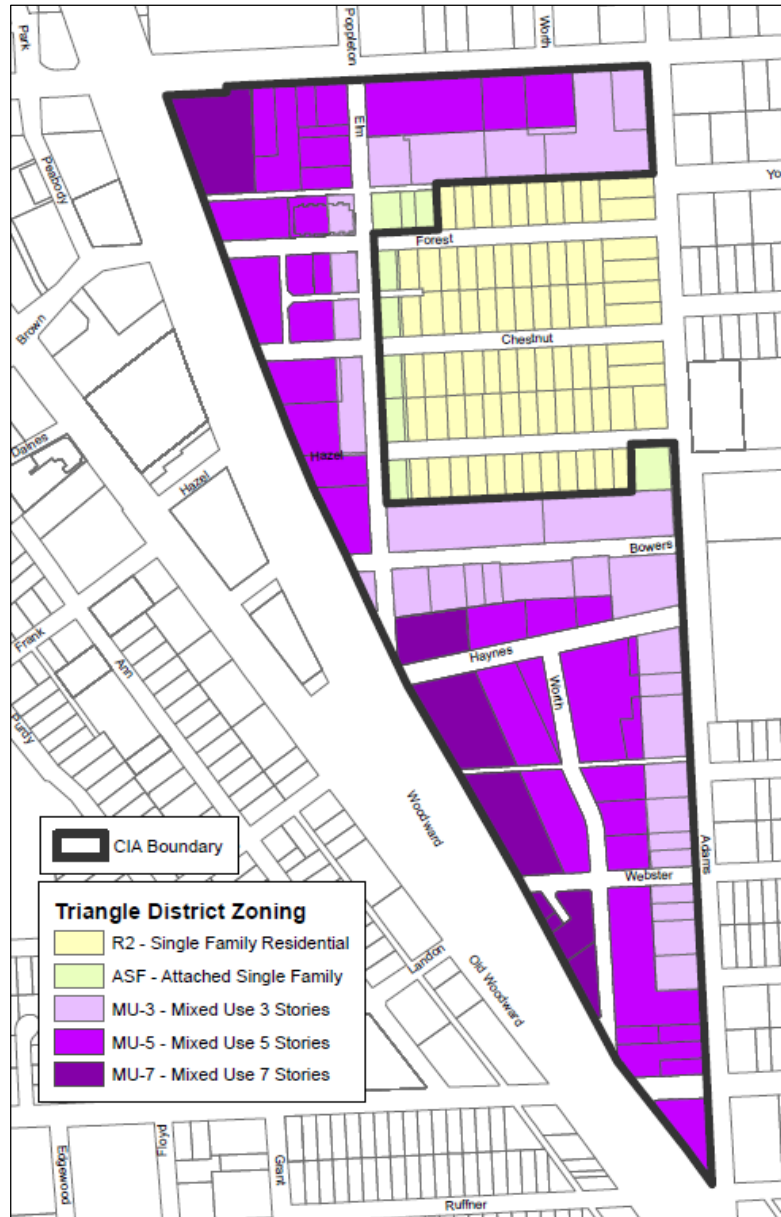
- **Section 621(2) (e) Construction Timeline:** *A statement of the construction or stages of construction planned, and the estimated time of completion of each stage.*

Due to limited resources, the CIA will take a phased approach to developing the parking facilities. If TIF revenues and other available funds exceed those projected, the city may proceed with the site acquisition sooner. Once acquired, the site will be prepared for construction of the facilities.

2021 Preliminary Parking Cost Estimates ⁽¹⁾	
Land Cost	\$7,500,000
Interim Surface Parking Lot Cost	\$225,000
Parking Structure Cost	\$18,000,000
Total	\$25,725,000

(1) Amounts are expressed in 2021 dollar values. Actual costs will need to be adjusted, depending on the actual build year.





Due to the large construction costs related to a parking structure, the CIA may need to wait for additional tax increment revenues to accrue before it can finance construction. Instead, the site(s) may first be developed into a surface parking lot containing approximately 90 parking spaces, to help offset immediate parking needs in the district. The specific construction dates will be determined as redevelopment in the surrounding area demands additional parking. Additional parking facilities may be constructed based upon development in the District and growth in parking demand.

- **Section 621(2) (f) Open Spaces:** *A description of any parts of the development area to be left as open space and the use contemplated for the space.*

No new open spaces are proposed as part of this Development Plan, except for ancillary sidewalks and pedestrian areas associated with development of parking facilities. The Triangle District Master Plan included recommendations for public open space; however these will be implemented by other means and will not be funded through the CIA development plan.

- **Section 621(2) (g) Conveyances Between CIA and City:** *A description of any portions of the development area that the authority desires to sell, donate, exchange, or lease to or from the municipality and the proposed terms.*

The CIA does not currently own or control any land in the Triangle District. Once a parking facility is complete, the CIA anticipates it will be conveyed to the City of Birmingham in its entirety. The City may also choose to pursue a public-private partnership which would involve negotiating a ground lease for the construction of a public structure.

- **Section 621(2) (h) Desired Zoning Changes:** *A description of desired zoning changes and changes in streets, street levels, intersections, traffic flow modifications, or utilities.*

No changes in zoning are required to implement the Corridor Improvement Authority's Development Plan. However, the city previously adopted an Overlay District for the area. The overlay was adopted to implement the development contemplated in the Triangle Plan using form-based code requirements (see Triangle District Regulating Plan, at left). The code encourages mixed-use development rather than creating use-specific

districts. It encourages additional building height and high density residential uses that will complement the city's goals to become more transit-oriented.

The Triangle District Urban Design Plan includes other recommendations for the district; however, the CIA has committed only to development of parking facilities at this time.

- **Section 621(2) (i) Financing:** *An estimate of the cost of the development, a statement of the proposed method of financing the development, and the ability of the authority to arrange the financing.*

Incremental taxes on real property included in the CIA district boundary will be captured under the Tax Increment Financing Plan to reimburse eligible activity expenses. It is anticipated that the TIF will be used to cover a portion of the acquisition and construction costs, with the other portion coming from a parking special assessment district.

The total taxable value of all property (real and personal) was \$46,110,000 for the 2014 tax year. From 2015 to 2020, there was an annual increase in taxable value ranging from 0.11% to 11.15%, averaging 6% annually. The TIFA Plan assumes an annual increase in taxable value of 2% for 2021 and 6% for the years 2022 and beyond. The City expects this value to increase as developments in the area are completed.

It is anticipated that the term of the TIFA Plan will depend on the actual cost estimates received after final plans are prepared. The estimated captured taxable value and tax increment revenues for the eligible property for each year of the Plan are presented in Chapter 3.

The tax increment and capture year data presented in Chapter 3 are estimates based on currently available information. It is the intent of this plan to provide for capture of all eligible tax increments in whatever amounts and in whatever years they become available until all project costs described in this plan are paid. Cash flow estimates for eligible activities are also presented in Chapter 3.

- **Section 621(2) (j) Designated Beneficiaries:** *Designation of the person or persons, natural or corporate, to whom all or a portion of the development is to be leased, sold, or conveyed in any manner and for whose benefit the project is being undertaken if that information is available to the authority.*



The projects undertaken by the CIA are intended to benefit all property owners within the district. They are not intended to benefit any one or set of property owners; rather to remedy a district-wide shortage in parking that will hopefully help to attract additional commerce and residential development to the district. The parking facilities will be conveyed to the city once completed.

- **Section 621(2) (k) Conveyance Procedures:** *The procedures for bidding for the leasing, purchasing, or conveying in any manner of all or a portion of the development upon its completion, if there is no express or implied agreement between the authority and persons, natural or corporate, that all or a portion of the development will be leased, sold, or conveyed in any manner to those persons.*

The projects included in this Development Plan are intended to be publicly owned in perpetuity; no conveyances are anticipated. The city may enter into a public-private partnership with a developer to partially fund the structure. This can be achieved through a condominium development that allows partial ownership of the structure by the city. Additional construction cost savings may be realized if other private structures are proposed that could be built simultaneously. Should the city choose in the future to sell the parking facility proposed in this Plan, the procedures in the Birmingham City Charter will be followed.

- **Section 621(2) (l) Population Estimates and Displacement:** *Estimates of the number of persons residing in the development area and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, a development plan shall include a survey of the families and individuals to be displaced, including their income and racial composition, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those units in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and*

the estimated capacity of private and public housing available to displaced families and individuals.

There is a single apartment building located in the Corridor Improvement Authority boundary. This building is not proposed to be impacted and no families or individuals will be displaced as result of development of a parking facility. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this plan.

- **Section 621(2) (m) Relocation Priorities:** *A plan for establishing priority for the relocation of persons displaced by the development in any new housing in the development area.*

No residents will be displaced as a result of this development. Therefore, a plan for relocation of displaced persons is not applicable and is not needed for this plan.

- **Section 621(2) (n) Relocation Costs:** *Provision for the costs of relocating persons displaced by the development and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646, 84 Stat. 1894.*

No residents will be displaced as result of this development and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for this plan.

- **Section 621(2) (o) Relocation Assistance Act:** *A plan for compliance with 1972 PA 227, MCL 213.321 to 213.332.*

No residents will be displaced as result of this development. Therefore, no relocation assistance strategy is needed for this plan.

- **Section 621(2) (p) Governing Body Approval of Amendments:** *The requirement that amendments to an approved development plan or tax increment plan must be submitted by the authority to the governing body for approval or rejection.*

The Tax Increment Finance and Development Plans for the City of Birmingham Corridor Improvement Authority for the Triangle District was approved by the CIA Board on January 22nd, 2015, and approved by the Birmingham City Commission on May 11th, 2015.

- **Section 621(2) (q) Development Plan Evaluation:** *A schedule to periodically evaluate the effectiveness of the development plan.*

The City of Birmingham Corridor Improvement Authority will review the Tax Increment and Development Plan as needed. It is anticipated that they will meet approximately 4 times a year, must hold at least two (2) informational meetings, and will review the plan at least once per year to update key figures and ensure projects and recommendations are still relevant.

- **Section 910 Reporting Requirements:** *A plan to report the activities of the CIA to the public.*

The City of Birmingham plans to utilize the existing website that is operated and regularly maintained to provide access to authority records and documents for the fiscal year beginning on the effective date of this Act, including all of the following:

- Minutes of all board meetings.
- Annual budget.
- Annual audits.
- Currently adopted development plan.
- Currently adopted tax increment finance plan.
- Current authority staff contact information.
- A listing of current contracts with a description of those contracts and other documents related to management of the authority and services provided by the authority.
- Additionally, the municipality must include on the website an annual updated synopsis of activities of the authority, which must include all of the following, if any:
 - For any tax increment revenue described in the annual audit that is not spent within five years of its receipt, a description of the reasons for accumulating those funds, a time frame when the funds will be spent, the uses for which the funds will be spent, and, if any funds have not been spent within 10 years of their receipt, the amount of those funds and a written explanation of why they have not been spent.
 - A list of authority accomplishments, including progress made on development plan and tax increment finance plan goals and objectives for the immediately preceding fiscal year.
 - All other components pursuant to Part 9 of the Act.
- Annually on a form and in the manner prescribed by the Department of Treasury, an authority that is capturing tax increment revenue must submit to the governing body of the municipality, the governing body of a taxing unit levying taxes subject to capture by an authority, and the Department a report on the status of the tax increment financing account. The report must be filed with the Department of Treasury.

Chapter Three: Tax Increment Finance Plan

Introduction

This Tax Increment Finance (TIF) Plan is prepared in connection with the Development Plan described in Chapter Two. It was reviewed and adopted alongside the Development Plan; therefore, the city satisfied its notification and publication requirements when preparing notices for the Development Plan.

TIF Plan

According to Section 18 to 20 of Act 280, Public Acts of Michigan, 2005, now P.A.57 of 2018, Part 6, after establishing a TIF Plan, the city must report annually to the State Tax Commission regarding the status of the financing account. The report must include:

- The amount and source of revenue in the account.
- The amount in any bond reserve account.
- The amount and purpose of expenditures from the account.
- The amount of principal and interest on any outstanding bonded indebtedness.
- The initial assessed value of the project area.
- The captured assessed value retained by the authority.
- The tax increment revenues received.
- The increase in the state equalized valuation as a result of the implementation of the tax increment financing plan.
- The type and cost of capital improvements made in the development area.
- Any additional information the governing body considers necessary.

2014 Base Property Values for All CIA Parcels

Property			Property			Property		
Parcel Number	Class	2014 Taxable	Parcel Number	Class	2014 Taxable	Parcel Number	Class	2014 Taxable
08-19-36-226-002	202	\$1,100,000	08-19-36-232-005	201	\$797,020	08-19-36-281-031	201	\$2,127,270
08-19-36-226-003	201	\$500,230	08-19-36-233-021	402	\$0	08-19-36-282-005	201	\$2,916,760
08-19-36-226-007	201	\$326,710	08-19-36-233-022	201	\$988,360	08-19-36-282-006	201	\$3,301,410
08-19-36-226-009	201	\$301,100	08-19-36-234-002	405	\$760,250	08-19-36-282-007	202	\$0
08-19-36-226-012	201	\$335,330	08-19-36-234-004	405	\$235,950	08-19-36-283-009	201	\$782,730
08-19-36-226-013	201	\$299,370	08-19-36-234-007	405	\$111,200	08-19-36-283-014	201	\$350,000
08-19-36-226-020	201	\$689,550	08-19-36-235-003	405	\$114,300	08-19-36-283-016	201	\$747,080
08-19-36-226-021	201	\$55,550	08-19-36-235-004	405	\$114,300	08-19-36-283-019	201	\$198,420
08-19-36-226-022	201	\$947,240	08-19-36-235-005	405	\$114,300	08-19-36-283-020	201	\$237,980
08-19-36-227-002	201	\$818,680	08-19-36-235-006	405	\$109,220	08-19-36-283-021	201	\$290,020
08-19-36-227-003	201	\$653,940	08-19-36-235-007	405	\$104,140	08-19-36-283-022	201	\$307,740
08-19-36-227-005	201	\$203,200	08-19-36-235-008	405	\$104,140	08-19-36-283-024	201	\$1,315,660
08-19-36-227-006	201	\$278,380	08-19-36-235-009	405	\$104,140	08-19-36-283-025	202	\$268,480
08-19-36-227-007	201	\$164,080	08-19-36-235-010	405	\$104,140	08-19-36-284-001	201	\$105,370
08-19-36-227-008	201	\$237,410	08-19-36-235-011	405	\$81,280	08-19-36-284-002	201	\$107,590
08-19-36-227-023	201	\$407,510	08-19-36-235-012	405	\$0	08-19-36-284-009	201	\$415,490
08-19-36-227-024	201	\$1,325,000	08-19-36-235-013	405	\$220,960	08-19-36-284-010	202	\$191,400
08-19-36-227-027	202	\$183,900	08-19-36-280-002	201	\$258,040	08-19-36-285-001	201	\$4,874,880
08-19-36-227-028	201	\$508,000	08-19-36-281-003	202	\$262,550	08-19-36-285-002	201	\$160,570
08-19-36-228-001	201	\$819,200	08-19-36-281-004	201	\$219,020	08-19-36-285-006	201	\$289,670
08-19-36-228-002	201	\$379,750	08-19-36-281-005	201	\$267,440	08-19-36-285-007	201	\$0
08-19-36-228-003	201	\$231,330	08-19-36-281-017	201	\$494,180	08-19-36-285-008	201	\$254,000
08-19-36-228-004	201	\$300,000	08-19-36-281-022	201	\$175,190	08-19-36-285-009	201	\$234,760
08-19-36-228-005	201	\$751,310	08-19-36-281-028	201	\$294,880	08-19-36-285-010	201	\$103,290
08-19-36-230-003	201	\$877,050	08-19-36-281-029	201	\$1,071,450	08-19-36-285-012	201	\$262,060
08-19-36-230-004	402	\$0	08-19-36-281-030	201	\$454,460	08-19-36-285-013	201	\$563,160
08-19-36-232-001	201	\$1,093,010				08-19-36-427-001	201	\$607,400
Total 2014 Value								\$42,360,930

2014 Personal Property Values

08-99-00-000-106	2,700	08-99-00-007-153	1,220	08-99-00-011-074	-	08-99-00-014-012	10,000
08-99-00-000-174	59,800	08-99-00-007-154	-	08-99-00-011-099	2,670	08-99-00-014-017	557,390
08-99-00-000-176	-	08-99-00-007-194	-	08-99-00-011-101	-	08-99-00-014-018	-
08-99-00-001-015	21,370	08-99-00-007-234	-	08-99-00-011-102	-	08-99-00-014-049	50,000
08-99-00-001-042	790	08-99-00-008-014	520	08-99-00-011-103	-	08-99-00-014-050	-
08-99-00-001-043	-	08-99-00-008-018	-	08-99-00-011-108	-	08-99-00-014-055	500
08-99-00-001-149	-	08-99-00-008-041	15,040	08-99-00-011-137	39,620	08-99-00-014-103	-
08-99-00-001-210	-	08-99-00-008-046	-	08-99-00-011-150	-	08-99-00-014-104	-
08-99-00-002-030	2,440	08-99-00-008-047	-	08-99-00-012-021	-	08-99-00-014-109	2,500
08-99-00-002-072	3,010	08-99-00-008-048	127,840	08-99-00-012-024	520	08-99-00-014-110	-
08-99-00-002-103	421,630	08-99-00-008-054	3,390	08-99-00-012-025	77,450	08-99-00-014-113	2,500
08-99-00-003-176	-	08-99-00-008-103	-	08-99-00-012-028	72,500	08-99-00-014-117	15,000
08-99-00-004-094	-	08-99-00-009-003	214,130	08-99-00-012-030	520	08-99-00-014-135	-
08-99-00-004-098	-	08-99-00-009-046	1,370	08-99-00-012-042	19,520	08-99-00-015-044	-
08-99-00-004-112	-	08-99-00-009-051	3,940	08-99-00-012-043	-	08-99-00-015-046	-
08-99-00-004-114	-	08-99-00-009-054	-	08-99-00-012-045	1,040	08-99-00-015-047	-
08-99-00-004-115	29,950	08-99-00-009-055	-	08-99-00-012-112	-	08-99-00-015-084	-
08-99-00-004-146	-	08-99-00-009-073	-	08-99-00-013-005	-	08-99-00-015-086	-
08-99-00-004-166	2,160	08-99-00-009-074	95,280	08-99-00-013-007	-	08-99-00-015-087	-
08-99-00-004-169	1,870	08-99-00-009-075	1,560	08-99-00-013-008	-	08-99-00-015-088	-
08-99-00-005-082	-	08-99-00-009-103	100,070	08-99-00-013-009	75,840	08-99-00-015-091	-
08-99-00-005-109	5,110	08-99-00-009-104	13,520	08-99-00-013-010	17,110	08-99-00-015-092	-
08-99-00-005-153	-	08-99-00-009-105	305,740	08-99-00-013-012	1,020	08-99-00-015-145	-
08-99-00-006-144	750	08-99-00-009-155	-	08-99-00-013-013	-	08-99-00-015-148	-
08-99-00-006-145	-	08-99-00-010-041	53,960	08-99-00-013-034	2,030	08-99-00-015-149	-
08-99-00-007-069	4,590	08-09-90-010-042	-	08-99-00-013-035	75,000	08-99-01-001-120	128,350
08-99-00-007-075	-	08-99-00-010-043	106,690	08-99-00-013-042	510	08-99-01-001-140	-
08-99-00-007-076	-	08-99-00-010-099	8,210	08-99-00-013-082	1,020	08-99-01-001-470	46,390
08-99-00-007-077	-	08-99-00-010-149	-	08-99-00-013-108	-	08-99-01-001-650	5,780
08-99-00-007-078	3,980	08-99-00-011-004	10,690	08-99-00-013-111	-	08-99-01-001-663	-
08-99-00-007-151	-	08-99-00-011-037	-	08-99-00-013-129	32,010	08-99-01-001-836	110,990
08-99-00-007-152	-	08-99-00-011-067	35,670	08-99-00-013-135	-	08-99-01-001-861	41,460

08-99-01-001-935	-	08-99-01-900-048	-
08-99-01-001-950	40,150	08-99-01-910-037	-
08-99-01-001-958	-	08-99-01-920-010	690
08-99-01-002-392	-	08-99-01-920-179	-
08-99-01-002-397	-	08-99-01-930-027	-
08-99-01-002-450	1,800	08-99-01-930-158	1,280
08-99-01-002-554	-	08-99-01-940-016	2,620
08-99-01-002-780	4,490	08-99-01-940-040	-
08-99-01-002-860	-	08-99-01-950-068	-
08-99-01-003-640	76,260	08-99-01-950-099	-
08-99-01-003-705	69,030	08-99-01-950-111	-
08-99-01-003-719	307,370	08-99-01-960-165	-
08-99-01-003-865	-	08-99-01-960-168	-
08-99-01-004-835	-	08-99-01-970-284	41,630
08-99-01-004-970	-	08-99-01-970-303	1,480
08-99-01-005-065	-	08-99-01-970-318	830
08-99-01-005-697	3,560	08-99-01-970-438	2,650
08-99-01-010-290	-	08-99-01-970-798	-
08-99-01-013-695	2,550	08-99-01-970-803	-
08-99-01-850-089	-	08-99-01-970-888	76,920
08-99-01-860-104	-	08-99-01-980-239	-
08-99-01-860-230	5,600	08-99-01-980-244	-
08-99-01-880-017	15,230	08-99-01-980-373	-
08-99-01-880-196	37,860	08-99-01-980-378	-
08-99-01-890-046	1,440	Personal	
08-99-01-890-054	-	Property Total:	3,749,070
08-99-01-890-056	2,290		
08-99-01-890-057	-		
08-99-01-890-059	5,110		
08-99-01-890-060	-		
08-99-01-890-136	-		
08-99-01-900-024	-		
08-99-01-900-030	-		

When developing the TIF Plan, the city must include the following:

- **A Development Plan:** The Development Plan for this project is described in Chapter Two: Development Plan.
- **A detailed explanation of the tax increment procedure:** Tax Increment Financing is a method of funding public investments in an area slated for (re)development by capturing, for a time, all or a portion of the increased tax revenue that may result from increases in property values, either as a result of (re)development or general market inflation. The concept of tax increment financing is applied only to the Development Area for which a development plan has been prepared by the Authority and adopted by the community's legislative body.

"Captured Assessed Value" can be described as the amount in any year of the Plan in which the current assessed value exceeds the initial assessed value. Current assessed value for this purpose includes the amount of local taxes paid in lieu of property taxes. "Initial Assessed Value" represents the assessed value as equalized for all properties in the Development Area at the time of resolution adoption. (See *2014 Base Property Values for all CIA Parcels*, on page 18). It is relevant to mention that the value of tax-exempt property is represented as a zero value, since no tax increment will be collected for that site, regardless of increases in actual property value. The taxable difference between the initial assessed value (base year total) and any incremental increase in the value can be captured and (re)invested by the CIA. The estimated capture for the Birmingham CIA is shown in the *Estimated Captured Assessed Value* (right).

For this plan, historic trends have been used to project future values for tax increment. Given the average growth rate over the past six years, TIF projections assume a future increase in taxable value of 6% for the years 2022 and beyond. The City expects this value to increase significantly when new developments are completed.

ESTIMATED CAPTURED TAXABLE VALUE

2015-2040

	Tax Year	Taxable Value ⁽¹⁾	% Value Increase	Base Value	Captured Value
Base Year	2014 (A)	\$ 46,110,000		\$ 46,110,000	\$ -
	2015 (A)	48,800,480	5.83%	46,110,000	2,690,480
	2016 (A)	54,239,550	11.15%	46,110,000	8,129,550
	2017 (A)	54,297,220	0.11%	46,110,000	8,187,220
	2018 (A)	59,052,170	8.76%	46,110,000	12,942,170
	2019 (A)	61,431,850	4.03%	46,110,000	15,321,850
	2020 (A)	66,262,290	7.86%	46,110,000	20,152,290
	2021 (A)	67,586,450	2.00%	46,110,000	21,476,450
	2022	71,641,637	6.00%	46,110,000	25,531,637
	2023	75,940,135	6.00%	46,110,000	29,830,135
	2024	80,496,543	6.00%	46,110,000	34,386,543
	2025	85,326,336	6.00%	46,110,000	39,216,336
	2026	90,445,916	6.00%	46,110,000	44,335,916
	2027	95,872,671	6.00%	46,110,000	49,762,671
	2028	101,625,031	6.00%	46,110,000	55,515,031
	2029	107,722,533	6.00%	46,110,000	61,612,533
	2030	114,185,885	6.00%	46,110,000	68,075,885
	2031	121,037,038	6.00%	46,110,000	74,927,038
	2032	128,299,260	6.00%	46,110,000	82,189,260
	2033	135,997,216	6.00%	46,110,000	89,887,216
	2034	144,157,049	6.00%	46,110,000	98,047,049
	2035	152,806,472	6.00%	46,110,000	106,696,472
	2036	161,974,860	6.00%	46,110,000	115,864,860
	2037	171,693,352	6.00%	46,110,000	125,583,352
	2038	181,994,953	6.00%	46,110,000	135,884,953
	2039	192,914,650	6.00%	46,110,000	146,804,650
	2040	204,489,529	6.00%	46,110,000	158,379,529

Notes

(A) - Actual values

⁽¹⁾ 2022 - 2040 assume 6% growth/year.

In order to make use of tax increment financing the CIA must submit to the City governing body a Tax Increment Financing and Development Plan which the city must approve by resolution. Following approval of resolution, municipal and county treasurers must transfer to the CIA the amount of certain taxes paid to them as a result of increased value. The transmitted funds are denominated “tax increment revenues”. Tax increment revenues are additionally limited as explained below:

“Tax increment revenues” means the amount of ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions upon the captured assessed value of real and personal property in the Development Area. Tax increment revenues do not include any of the following:

- a. Taxes under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906.*
- b. Taxes levied by local or intermediate school districts.*
- c. Ad valorem property taxes attributable either to a portion of the captured assessed value shared with taxing jurisdictions within the jurisdictional area of the authority or to a portion of value of property that may be excluded from captured assessed value or specific local taxes attributable to the ad valorem property taxes.*
- d. Ad valorem property taxes excluded by the tax increment financing plan of the authority from the determination of the amount of tax increment revenues to be transmitted to the authority or specific local taxes attributable to the ad valorem property taxes.*
- e. Ad valorem property taxes exempted from capture under section 18(5) or specific local taxes attributable to the ad valorem property taxes.*
- f. Ad valorem property taxes specifically levied for the payment of principal and interest of obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit or specific taxes attributable to those ad valorem property taxes.*
- g. Ad valorem property taxes levied under 1 or more of the following specific local taxes attributable to those ad valorem property taxes:*
 - i. The zoological authorities act, 2008 PA49, MCL 123.1161 to 123.1183*
 - ii. The art institute authorities act, 2010 PA 296, MCL 123.1201 to 120.1229.*

- **The maximum amount of bonded indebtedness to be incurred:** The maximum amount of bonded indebtedness to be incurred by, or on behalf of, the City of Birmingham CIA is \$83.9 million. This amount was established using 2021 estimates of the land cost (\$7,500,000), surface parking development cost (\$225,000), structure cost (\$18,000,000), and inflating the costs with the assumption that the land acquisition for the first parking structure construction will occur in 2025 at an adjusted cost of \$9,742,066, with the assumption that a structure will be built in 2026 (\$22,973,068) and the assumption that the second structure's property may be acquired in 2031 (\$13,797,859) and built in 2036 (\$37,420,707).

The construction of parking structure(s) will likely be timed to coincide with major new development. New development may necessitate construction of more than one parking structure. Parking structure(s) may also be partially funded through a public-private partnership with new development. The increased tax increment from major new development will likely accelerate repayment of any bonds for a parking structure.

- **The duration of the program:** This Tax Increment Financing Plan is shown to be effective until 2041, based upon a “worst-case” scenario. Depending on actual market activity and rate of increment capture, this duration may be extended or shortened. With major new development in the district, repayment of bonds for parking facilities could be accelerated. Major new development may also make it feasible to implement land acquisition, parking lot construction and construction of parking structure(s) sooner than expected. Principal and interest on all bonded debt will need to be paid, or sufficient funds to repay the full balance set aside in order to terminate this plan.
- **A statement of the estimated impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located:** The impact of tax increment financing on the revenues of all taxing jurisdictions is shown on the *Estimated Tax Capture by Taxing Jurisdiction Table* (next page). The CIA is eligible to capture tax increment revenues from the city, Oakland County and regional authorities, such as Huron-Clinton Metropark Authority, SMART and Oakland County Community College. The

Parking Structure Cost Projections		
Structure #1		Land acquisition and surface parking construction
	2021 Estimated Costs	\$7,725,000
	2025 Estimated Costs ⁽¹⁾⁽²⁾	\$9,742,066
		Parking structure #1
Structure #2	2021 Estimated Costs	\$18,000,000
	2026 Estimated Costs ⁽²⁾	\$22,973,068
		Land acquisition and surface parking construction
	2021 Estimated Costs	\$7,725,000
Structure #2	2031 Estimated Costs ⁽¹⁾⁽²⁾	\$13,797,859
		Parking structure #2
	2021 Estimated Costs	\$18,000,000
	2036 Estimated Costs ⁽²⁾	\$37,420,707
Total		\$83,933,700

(1) Assumes 6% annual land value increase

(2) Assumes 5% annual construction value increase

CIA will pay the debt service on the bonds for development of parking facilities from the tax increment revenues captured in the Development Area.

- **The Authority may provide for the use of part or all of the captured assessed value, but the portion intended to be used by the authority shall be clearly stated in the tax increment financing plan:** The CIA anticipates using all of the captured tax increment revenues to pay the costs of the development of parking facilities.

Estimated Tax Capture by Taxing Jurisdiction

Fiscal Year Ending June 30

Fiscal Year	Captured Value ⁽¹⁾	City of Birmingham			Oakland County		Huron-Clinton Metro Park Authority	Oakland Community College	SMART	Total Mills
		Operating Levy 10.8929	Refuse Levy 0.7930	Library Levy 1.3380	Operating Levy 4.0132	Parks & Rec Levy 0.3470	OPT OUT	1.5057	0.9851	19.8749
2015	-									
2016	-	-	-	-	-	-	-	-	-	-
2017	-	-	-	-	-	-	-	-	-	-
2018	-	-	-	-	-	-	-	-	-	-
2019	-	-	-	-	-	-	-	-	-	-
2020	-	-	-	-	-	-	-	-	-	-
2021	-	-	-	-	-	-	-	-	-	-
2022	-	-	-	-	-	-	-	-	-	-
2023	25,531,637	278,114	20,247	34,161	102,464	8,859	-	38,443	25,151	507,439
2024	29,830,135	324,937	23,655	39,913	119,714	10,351	-	44,915	29,386	592,871
2025	34,386,543	374,569	27,269	46,009	138,000	11,932	-	51,776	33,874	683,429
2026	39,216,336	427,180	31,099	52,471	157,383	13,608	-	59,048	38,632	779,421
2027	44,335,916	482,947	35,158	59,321	177,929	15,385	-	66,757	43,675	881,172
2028	49,762,671	542,060	39,462	66,582	199,708	17,268	-	74,928	49,021	989,029
2029	55,515,031	604,720	44,023	74,279	222,793	19,264	-	83,589	54,688	1,103,356
2030	61,612,533	671,139	48,859	82,438	247,263	21,380	-	92,770	60,695	1,224,544
2031	68,075,885	741,544	53,984	91,086	273,202	23,622	-	102,502	67,062	1,353,002
2032	74,927,038	816,173	59,417	100,252	300,697	26,000	-	112,818	73,811	1,489,168
2033	82,189,260	895,279	65,176	109,969	329,842	28,520	-	123,752	80,965	1,633,503
2034	89,887,216	979,132	71,281	120,269	360,735	31,191	-	135,343	88,548	1,786,499
2035	98,047,049	1,068,017	77,751	131,187	393,482	34,022	-	147,629	96,586	1,948,674
2036	106,696,472	1,162,234	84,610	142,760	428,194	37,024	-	160,653	105,107	2,120,582
2037	115,864,860	1,262,104	91,881	155,027	464,989	40,205	-	174,458	114,138	2,302,802
2038	125,583,352	1,367,967	99,588	168,031	503,991	43,577	-	189,091	123,712	2,495,957
2039	135,884,953	1,480,181	107,757	181,814	545,333	47,152	-	204,602	133,860	2,700,699
2040	146,804,650	1,599,128	116,416	196,425	589,156	50,941	-	221,044	144,617	2,917,727
2041	158,379,529	1,725,212	125,595	211,912	635,609	54,958	-	238,472	156,020	3,147,778
Totals		16,802,637	1,223,228	2,063,906	6,190,484	535,259	-	2,322,590	1,519,548	30,657,652

⁽¹⁾ 2022-2041 assume 6% growth/year.



**BIRMINGHAM TRIANGLE DISTRICT
CORRIDOR IMPROVEMENT AUTHORITY
MINUTES OF TUESDAY OCTOBER 5th, 2021**

Municipal Building Commission Room #205
151 Martin, Birmingham, Michigan

1. Call to Order by City Commissioner Stuart Sherman at 3:30 P.M.

2. Roll Call:

Present: Stuart Sherman
 Kip Cantrick, Jr.
 Thomas Guastello
 Samuel Oh

Absent:

Others Present: City Manager Markus, Assistant City Manager Ecker, Finance Director Gerber, Assistant to the City Manager Fairborn, Senior Planner Cowan

3. Approval of Minutes from January 20, 2017

MOTION: Motion by Mr. Cantrick, seconded by Mr. Sherman
To approve the minutes of January 20, 2017 as presented.

VOTE: Yeas, 2
 Nays, None
 Abstained, Cantrick and Oh

Motion carried 2-0.

4. New Business

a. Review of Development Plan and TIF Plan updates

Senior Planner Cowan gave a summary of what the CIA had reviewed since it began in 2009 to create a Development and TIF Plan. This included decisions regarding the size of the structure, potential locations for parking structures, and then assumptions used in calculating the projections for land cost, parking structure cost, and TIF capture values.

Staff discussed how the CIA's Development and TIF Plan was approved by the City Commission in 2015 and then the City of Birmingham entered into negotiations with Oakland County from 2015 to 2017 to have them opt in for TIF capture. Oakland County proposed a cap on the TIF capture and a timeframe for parking structure initiation with a

10 year clawback provision. An agreement between Birmingham and Oakland County was not reached at that time. Staff indicated to the CIA that Birmingham had begun to renew discussions with Oakland County, and that the County had requested that the City update its Development and TIF plan to reflect changes since 2015 and to have changes reviewed in public meetings.

Staff presented updates that had been made to the Development and TIF Plan that was originally approved in 2015. Chapter one updates included changes in the existing land use map and the existing parking conditions to reflect new buildings and the change in businesses since 2015. Senior Planner Cowan indicated that the floor-area-ratio of commercial space in the Triangle District was added to the Land Use and Parking section to demonstrate the amount of surface parking lots acting as underutilized space. The Projected Parking Demand section was also updated given the changes in buildings and uses since 2015.

Staff then reviewed changes to the Development Plan in Chapter 2. For the Preliminary Parking Cost estimates, a 6% annual increase from original values was used for updating the land costs. This was based on the average annual increase in assessed value the area has experienced since 2015. A 5% annual increase from original values was used for the interim surface parking lot and parking structure cost. This value was based on an Engineering Construction Cost Index. Senior Planner Cowan and the Board discussed how the updated parking structure cost projections appeared low given recent developments in metro Detroit. The CIA concurred that the updated value appeared low, and that the projection should factor in Royal Oak's recent structures and the quote for Birmingham's N. Old Woodward parking deck proposal from 2019. The CIA also felt the current economy for construction materials would make a parking deck more costly as time goes on, therefore they would like to see projections on the higher end of estimates. Staff indicated that information would be incorporated with updates to projections in the next meeting.

Chapter 2 of the Development Plan was also updated to reflect the change in State policy from Act 280, Public Acts of Michigan, 2005 to P.A. 57 of 2018, Part 6. Section 910 Reporting Requirements was also added to the Development Plan. The City indicated they would be holding at least two informational meetings per year.

Senior Planner Cowan indicated that in Chapter 3 for the TIF plan, The City updated the Estimated Captured Taxable Value to have 6% annual increases instead of 2% from the former plan. The 6% value was used based on historical growth rates in the corridor since 2015.

CIA members commented on County values in the Estimated Tax Capture by Taxing Jurisdiction table. The City's table assumed 75% of County capture, however the CIA felt the table should be updated to include 100% County capture in the TIF Plan.

Commisioner Sherman commented that it was important to negotiate for the highest amount of capture possible.

It was summarized that the CIA wished to have the parking structure cost projections updated to higher values reflecting current costs and projected price increases, that the County's portion of the tax capture table be updated to reflect a 100% capture, and that changes to the document be highlighted in red.

The Board discussed available dates for the next meeting with the goal of conducting a public hearing before the end of October. There was general consensus that Tuesday Octboer 26th at 2 pm would work.

A motion was made by Stuart Sherman to schedule a public hearing for October 26th, 2021 at 2 pm. The motion was seconded by Thomas Guastello.

Yeas – 4

Nays – 0

The motion was approved.

5. Comments from the public (no public was present)

6. Adjournment

The meeting adjourned at 4:05 p.m.

**BIRMINGHAM TRIANGLE DISTRICT
CORRIDOR IMPROVEMENT AUTHORITY
MINUTES OF TUESDAY OCTOBER 26th, 2021**

Municipal Building Commission Room #205
151 Martin, Birmingham, Michigan

1. Call to Order by Chairperson Stuart Sherman at 2:00 P.M.

2. Roll Call:

Present: Stuart Sherman
 Kip Cantrick, Jr.
 Thomas Guastello
 Samuel Oh

Absent:

Others Present: Assistant City Manager Ecker, Finance Director Gerber, Assistant to the City Manager Fairbairn, Senior Planner Cowan

3. Approval of Minutes from January 20th, 2017

MOTION: Motion by Mr. Guastello, seconded by Mr. Cantrick
To approve the minutes of January 20, 2017 as presented

VOTE: Yeas, 4
 Nays, None

Motion carried 4-0.

4. Approval of Minutes from October 5th, 2021

MOTION: Motion by Mr. Guastello, seconded by Mr. Cantrick
To approve the minutes of October 5th, 2021 as presented

5. Unfinished Business

a. Review of Development & TIF Plan updates

Senior Planner Cowan went over updates that were requested at the October 5th, 2021 meeting. The projected parking structure cost was updated to \$18 million with assuming \$40 thousand per parking space. Staff indicated they spoke with developers and professionals involved with parking structure development in metro Detroit who estimated costs of around \$35 to \$40 thousand per space, and that Birmingham should choose the

high end of that value. Comparable parking structure costs for Royal Oak and the N. Old Woodward project were discussed in arriving at an approximate construction value.

Staff also indicated that the estimated tax capture from Oakland County was updated from 75% to 100% as requested.

Chairperson Sherman commented that the total estimated tax capture was approximately 30% of the total estimated project cost which was a stated goal of the CIA from the beginning.

Senior Planner Cowan discussed an informal review of the updated plan with Oakland County staff who had questions regarding the 2015 base year and the 6% projected growth rate. Chairperson Sherman mentioned that Oakland County has reaped the benefits of Birmingham development for many years and that Birmingham is a tax donor to Oakland County. It was discussed how the 6% growth rate is based on actual values and that Birmingham's taxable value grows more than a 2.5% inflationary rate.

There was general consensus from the CIA that Birmingham should maintain the projected 6% growth rate and request that Oakland County permit a 100% tax capture for the purpose of economic development. Building parking structures in the Triangle District will spur development and increase the total taxable values for Oakland County.

Mr. Oh commented on the parking structure cost projections and the differences between Royal Oak's structures and what was planned for the N. Old Woodward project. Staff discussed how a number of factors were considered in the estimate including rising construction costs, underground spaces, and accomodating commercial space. The CIA discussed how they did not have exact plans for a structure, and were only looking for approximate values that can be justified at this time for the purpose of creating the Development and TIF Plan.

Overall the CIA was satisfied with the updates made to the Development and TIF Plan.

A motion was made by Kip Cantrick to recommend approval of the updates to the CIA's Development and TIF Plan to the City Commission. The Motion was seconded by Thomas Guastello.

Yeas – 4
Nays – 0

The motion was approved.

5. Comments from the public (no public was present)

6. Adjournment

The meeting adjourned at 2:35 p.m.

DRAFT

**BIRMINGHAM TRIANGLE DISTRICT
CORRIDOR IMPROVEMENT AUTHORITY
MINUTES OF TUESDAY OCTOBER 26th, 2021**

Municipal Building Commission Room #205
151 Martin, Birmingham, Michigan

1. Call to Order by Chairperson Stuart Sherman at 2:00 P.M.

2. Roll Call:

Present: Stuart Sherman
 Kip Cantrick, Jr.
 Thomas Guastello
 Samuel Oh

Absent:

Others Present: Assistant City Manager Ecker, Finance Director Gerber, Assistant to the City Manager Fairbairn, Senior Planner Cowan

3. Approval of Minutes from January 20th, 2017

MOTION: Motion by Mr. Guastello, seconded by Mr. Cantrick
To approve the minutes of January 20, 2017 as presented

VOTE: Yeas, 4
 Nays, None

Motion carried 4-0.

4. Approval of Minutes from October 5th, 2021

MOTION: Motion by Mr. Guastello, seconded by Mr. Cantrick
To approve the minutes of October 5th, 2021 as presented

5. Unfinished Business

a. Review of Development & TIF Plan updates

Senior Planner Cowan went over updates that were requested at the October 5th, 2021 meeting. The projected parking structure cost was updated to \$18 million with assuming \$40 thousand per parking space. Staff indicated they spoke with developers and professionals involved with parking structure development in metro Detroit who estimated costs of around \$35 to \$40 thousand per space, and that Birmingham should choose the

high end of that value. Comparable parking structure costs for Royal Oak and the N. Old Woodward project were discussed in arriving at an approximate construction value.

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Overall the CIA was satisfied with the updates made to the Development and TIF Plan.

A motion was made by Kip Cantrick to recommend approval of the updates to the CIA's Development and TIF Plan to the City Commission. The Motion was seconded by Thomas Guastello.

Yeas – 4
Nays – 0

The motion was approved.

5. Comments from the public (no public was present)

6. Adjournment

The meeting adjourned at 2:35 p.m.

DRAFT

DATE: January 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, Assistant City Engineer
James J. Surhigh, Consulting City Engineer

SUBJECT: Hearing Dates of Necessity Sidewalk Streetscape Assessment
Maple Road Reconstruction Project

INTRODUCTION:

In 2020, a portion of Maple Road was reconstructed between Chester Street and Pierce Street, and Old Woodward and Woodward, as Phase 2 of the downtown area reconstruction effort that was a continuation of the work completed in 2018 on North Old Woodward and Maple from Pierce to Old Woodward. The Special Assessment District (SAD) associated with the construction of sidewalks and other streetscape improvements as part of the project was not formally established prior to construction. The Engineering Department is recommending the Sidewalk Streetscape SAD be set at this time.

BACKGROUND:

As noted at the December 13th, 2021 City Commission meeting. Part of the Maple Road Reconstruction project, completed in November 2020, from Southfield Road to Pierce Street and Old Woodward to Woodward, included complete replacement of the sidewalks and provided certain landscape enhancements and pedestrian-oriented amenities within the project area. The Maple Road project was a continuation of the downtown area reconstruction work which was completed in 2018, on North Old Woodward and Maple, from Pierce to Old Woodward, where similar streetscape improvements were made (Phase 1). The costs to the City for construction of these improvements in Phase 1 were defrayed by way of Special Assessment to the property owners adjoining that project area. In the same way, the City had intended to assess a portion of the costs for the streetscape improvements that would be constructed with the Maple Road project, however, due to a number of unprecedented pandemic circumstances during 2020, the Special Assessment District was not formally established prior to construction and an out of sequence hearing process has occurred.

On March 9, 2020, the City Commission agreed to enter the construction agreement with the Michigan Department of Transportation (MDOT) for construction of the Maple Road Reconstruction Project by Angelo Iafrate Construction Company, who was the lowest qualified bidder for the project. Within that agreement, unit prices for the proposed streetscape elements to be assessed were established. At that time, based on the estimated quantities of related work that were to be performed, the amount of construction cost that was associated with the Sidewalk SAD was estimated at \$2,282,918.67, and was authorized to be paid out of account number 101-444.001-985.7900. On similar projects of this nature, including the Phase 1 project on Old

Woodward, it has been the City's policy to assess 75% of the costs for the streetscape improvements.

On the Phase 1 project, the public hearings for the Sidewalk Streetscape SAD were held after the construction contract was awarded and unit prices for the related work were established. The City intended to hold the public hearings for the Sidewalk Streetscape SAD in April of 2020. However, with the onset of the COVID-19 pandemic and uncertainty related to holding public meetings, the City Commission was not asked to set the public hearing dates. By the time there was clarity on the issue related to holding public meetings such as this in the pandemic environment, submittal of this request was inadvertently delayed.

The final payment amount to the contractor has been made by MDOT and based on the final quantities and associated unit prices, the total cost of the sidewalk and streetscape improvements within the proposed SAD is \$1,939,621.24. In accordance with City policy on similar projects of this nature, the City plans to assess 75% of this cost, or \$1,454,621.43 to the adjoining property owners. Based on the length of the frontages within the special assessment area (2,753.31 feet), the assessment cost per foot of frontage is \$528.32. The attached map and table show the parcels that are part of the proposed Sidewalk Streetscape SAD, and the costs that would be assessed.

LEGAL REVIEW:

Chapter 94 – Special Assessments of the Birmingham City Code outlines the process by which a special assessment is conducted in the City of Birmingham. The Public Hearing of Necessity should have been set sometime in April or May of 2020 to determine the necessity, and then finally the hearing confirming the special assessment roll as it relates to the proposed Sidewalk Streetscape Maple Road Reconstruction project. At two (2) merchant meetings including one (1) of February 28, 2020, the merchants of Maple Road were put on notice that the money needed in order to complete this project would be defrayed by a Special Assessment. While it was clear that a Special Assessment District for the Sidewalk Streetscape project was to be completed prior to the contracting and construction of these improvements, the Special Assessment District was not created as these improvements commenced during the height, panic and chaos of the unprecedented COVID crisis. As a result, this out of sequence hearing process has occurred.

COVID hit, then the height of restrictions were ordered, and more importantly, the domino effect of reactions occurred during March and April of 2020, lasting for months and months. These restrictions, reactions and shutdown of nearly all public services complicated the order of the sequence of the City's hearing processes as it relates to the Sidewalk Streetscape Maple Road Reconstruction project. Despite the fact that the Chief City Engineer retired in January of 2020, an interim engineering staff did the best they could, the hastened project for the least amount of disruption as possible to the merchants was completed by the end of November of 2020. While we somehow managed to have limited Commission meetings during those critical and chaotic summer months, this out of sequence hearing process occurred due to the COVID situation beyond anyone's control during the time that the City was prohibited from conducting in person hearings. Sec. 94-13. – Adjustments and Corrections at (c) Invalid assessments, offers relief for situations such as this.

“(c) Invalid assessments.

- (1) whenever any special assessment shall, in the opinion of the commission, be incorrect or invalid by reason of any irregularity or informality in the proceedings, or if any court or tribunal of competent jurisdiction shall adjudge the assessment to be illegal, the commission may, regardless of whether the improvement has been made or not, or whether any part of the assessment has been paid or not, cause a new assessment to be made for the same purpose for which the former assessment was made.
- (2) All proceedings on such reassessment and for the collection thereof shall be conducted in the same manner as provided for the original assessment."

With the height of the uncertain COVID restrictions and reactions, including an increase in staff turnover, this out of sequence hearing process has occurred. The improvements that have been completed for the benefit of all property owners on the Maple Road Reconstruction project have been completed and, therefore, the Special Assessment District creation and confirmation of the roll should be completed in order for the Special Assessment District to be assessed.

FISCAL IMPACT:

Revenue generated from the Sidewalk Streetscape SAD for the Maple Road Reconstruction project will defray the costs incurred by the City for construction of these improvements and has been considered as an integral part of the financial forecasting for the General Fund in future years.

PUBLIC COMMUNICATIONS:

Information related to the overall project and Sidewalk Streetscape SAD was presented at two (2) public "Merchant Meetings" held in cooperation with the Birmingham Shopping District on October 23, 2019 and February 28, 2020, for which all affected property owners were invited to attend. The estimated assessment amount was presented at the City Commissioner meeting held on March 9, 2020.

SUMMARY

The Engineering Department recommends that a Public Hearing of Necessity to form a Special Assessment District for the construction of sidewalk and streetscape improvements as part of the Maple Road Reconstruction project be scheduled at the regularly scheduled City Commission meeting on January 24, 2022, followed by a Public Hearing for Confirmation of the Roll on February 14, 2022.

ATTACHMENTS:

- Map of proposed Sidewalk Streetscape SAD
- Table listing parcels included in proposed Sidewalk Streetscape SAD
- Presentation Slides from 2/28/2020 Merchant Meeting
- Sign-in Sheets for 10/23/2019 and 2/28/2020 Merchant Meetings
- Presentation for hearing of necessity.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to create a Special Assessment District and that special assessments be levied in accordance with benefits against the properties within such assessment district, said special assessment district shall be all properties, within the following district of 33 parcels (listed below), and that the Commission meet on Monday, February 14, 2022 at 7:30 P.M. for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the sidewalk and streetscape improvements adjacent to all properties within project area on Maple Road, between Chester Street and Pierce Street, and between Old Woodward Avenue and Woodward Avenue.;

Site Address 336 W MAPLE RD,BIRMINGHAM,MI,48009

Parcel Identification Number 19-25-377-006

Owner Name MAPLE RING LLC

Property Description

T2N, R10E, SEC 25 WILLETS' ADD LOTS 5 TO 8 INCL & LOTS 17 TO 20 INCL EXC THAT PART TAKEN FOR RD

Site Address 168 W MAPLE RD,BIRMINGHAM,MI,48009

Parcel Identification Number 19-25-378-008

Owner Name KYJ LEASING INCORPORATED

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 19 LOT 2

Site Address 166 W MAPLE RD,BIRMINGHAM,MI,48009

Parcel Identification Number 19-25-378-009

Owner Name KAY BAUM ASSOCIATES

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 19 LOT 3 & PART OF LOT 4 BEG AT NW COR OF LOT 4, TH S 68.72 FT ALG W LOT LI, TH ELY 40.62 FT ALG LOT LI, TH NLY TO N LOT LINE, TH SWLY 44.76 FT TO BEG

Site Address 150 W MAPLE RD,BIRMINGHAM,MI,48009

Parcel Identification Number 19-25-378-010

Owner Name LEVINSON-LEVIN PROPERTIES LLC

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 19 PART OF LOT 4 BEG AT SW LOT COR, TH N 89-28-20 E 56.23 FT ALG S LOT LINE, TH N 00-02-24 E 86.09 FT, TH S 86-30-36 W 16.82 FT, TH N 05-02-37 W 92.26 FT, TH ALG CURVE CONCAVE LEFT, RAD 42 FT, CHORD BEARS S 86-11-42 W

Site Address 142 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-378-011
Owner Name LEVINSON-LEVIN PROPERTIES LLC

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 19 PART OF LOT 4 BEG AT SE LOT COR, TH N 00-12-16 E 73.05 FT, TH S 89-55-58 W 15.11 FT, TH N 00-02-42 W 14.41 FT, TH S 86-30-36 W 30.06 FT, TH S 00-33-34 E 86.03 FT, TH N 89-28-20 E 44 FT TO BEG

Site Address 180 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-378-023
Owner Name ESSCO OF WABEEC

Property Description

T2N, R10E, SEC 25 WILLETS' ADD LOTS 1 TO 4 INCL, ALSO LOT 1 OF 'ASSESSOR'S PLAT NO 19' 08/13/85 FR 005, 006 & 007

Site Address 203 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-018
Owner Name 3 WEST MAPLE LLC

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 E 41.5 FT OF LOT 20

Site Address 225 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-019
Owner Name RABBIT HOLDINGS LLC

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOT 19

Site Address 323 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-023
Owner Name SALONIKA PARTNERS LLC

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOTS 14 & 15

Site Address 335 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-024
Owner Name LPI-335 E MAPLE LLC

Property Description

T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOT 13 EXC E 20 FT

Site Address 361 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-027
Owner Name 361 E MAPLE LLC
Property Description
T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 W PART OF LOT 11 MEAS 20 FT ON S LOT LINE & 20.62 FT ON N LOT LINE

Site Address 355 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-029
Owner Name DENNIS A PAZZI
Property Description
T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOT 10 EXC W PART MEAS 3 FT ON S LOT LINE & 3.62 FT ON N LOT LINE

Site Address 395 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-034
Owner Name FIRST CHRCH/CHRST SCIENTST
Property Description
T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOT 12 & E 20 FT OF LOT 13

Site Address 261 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-035
Owner Name TRI-POWER PROPERTIES LLC
Property Description
T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOTS 16 & 17

Site Address 35001 WOODWARD AVE,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-037
Owner Name SELECT COMMERCIAL ASSETS HOSPITALITY LLC
Property Description
T2N, R10E, SEC 25 ASSESSOR'S PLAT NO 21 LOTS 1, 2 & 3, ALSO PART OF LOTS 4 & 5, ALSO PART OF VAC ALLEY ALL DESC AS BEG AT PT DIST N 18-50-30 W 23.13 FT FROM SE COR OF LOT 1, TH S 34-32-10 W 23.86 FT, TH S 87-54-50 W 47.66 FT, TH ALG CURVE CONCAVE NELY, RAD 57 FT, CHORD BEARS N 64-29-25 W 52.81 FT, DIST OF 54.91 FT, TH N 01-48-10 W 135.76 FT, TH N 88-16-35 E 34.77 FT, TH N 88-17-00 E 31 FT, TH S 18-40-40 E 30.80 FT, TH S 18-50-30 E 116.06 FT TO BEG 2-1-99 CORR

Site Address 369 E MAPLE RD # 1,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-050
Owner Name MELVIN M KAFTAN
Property Description

T2N, R10E, SEC 25 OAKLAND COUNTY CONDOMINIUM PLAN NO 1778 369 EAST MAPLE
CONDOMINIUM UNIT 1 L 36226 P 260 9-12-05 FR 028

Site Address 369 E MAPLE RD # 2,BIRMINGHAM,MI,48009
Parcel Identification Number 19-25-456-050
Owner Name MELVIN M KAFTAN
Property Description

T2N, R10E, SEC 25 OAKLAND COUNTY CONDOMINIUM PLAN NO 1778 369 EAST MAPLE
CONDOMINIUM UNIT 2 L 36226 P 260 9-12-05 FR 028

Site Address 111 S OLD WOODWARD AVE,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-206-001
Owner Name FULLER CENTRAL PARK PROPTS
Property Description

T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF BROWNELL SUB & HUNTERS EASTERN ADD LOTS 1
& 2

Site Address 300 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-206-002
Owner Name FULLER CENTRAL PARK PROPTS
Property Description

T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF BROWNELL SUB & HUNTERS EASTERN ADD LOT 5
EXC E PART MEAS 80.5 FT ON N LOT LINE & 80.21 FT ON S LOT LINE

Site Address 378 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-206-018
Owner Name FULLER CENTRAL PARK PROPERTIES
Property Description

T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF BROWNELL SUB & PART OF HUNTERS EASTERN
ADD LOT 6 EXC BEG AT NE LOT COR, TH S 00-40-00 W 99.99 FT ALG E LOT LINE, TH N 04-50-59 W
100.30 FT, TH N 89-56-20 E 9.65 FT TO BEG

Site Address 370 E MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-206-020
Owner Name FULLER CENTRAL PARK PROPERTY
Property Description
T2N, R10E, SEC 36 ASSESSOR'S REPLAT OF PART OF BROWNELL SUB & PART OF HUNTERS EASTERN
ADDITION ELY PART OF LOT 5 MEAS 80.50 FT ALG N LOT LINE & 80.21 FT ALG S LOT LINE, ALSO ALL OF
LOT 7

Site Address 34977 WOODWARD AVE,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-207-001
Owner Name CATALYST DEVELOPMENT CO & LLC
Property Description

T2N, R10E, SEC 36 HUNTER'S EASTERN ADD LOTS 5 & 6, ALSO E 4 FT OF LOT 7

Site Address 355 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-127-001
Owner Name ST JAMES CHURCH
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOTS 16 TO 21 INCL

Site Address 320 MARTIN ST STE 100,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-127-004
Owner Name 320 INVESTMENTS LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOTS 13, 14 & 15, ALSO LOTS 22, 23 & 24

Site Address 299 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-128-001
Owner Name MAPLE BATES LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOT 12 EXC S 13 FT

Site Address 271 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-128-002
Owner Name PINESTONE PROPERTIES LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOT 11 EXC S 13 FT

Site Address 247 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-128-003
Owner Name PATRICIA FLEMING
Property Description
T2N, R10E, SEC 36 MERRILL'S PLAT W 30 FT OF LOT 9 & ALL OF LOT 10 EXC S 13 FT THEREOF

Site Address 211 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-128-004
Owner Name MUFFREY LLC
Property Description
T2N, R10E, SEC 36 MERRILL'S PLAT LOTS 7, 8 & E 10 FT OF LOT 9, ALSO N 41 FT OF LOTS 28, 29 & 30

Site Address 193 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-129-001
Owner Name FREUND INVESTMENT II LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOT 6 EXC S 9 FT

Site Address 175 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-129-002
Owner Name SHARER WEST MAPLE PROPERTIES LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOT 5 EXC S 9 FT

Site Address 157 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-129-003
Owner Name FREUND INVESTMENT LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT LOT 4 EXC S 9 FT

Site Address 137 W MAPLE RD,BIRMINGHAM,MI,48009
Parcel Identification Number 19-36-129-004
Owner Name MONDIAL PROPERTIES II LLC
Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT PART OF LOT 2 & ALL OF LOT 3 ALL DESC AS BEG AT NW COR LOT 3, TH S 94 FT, TH E TO SE COR OF LOT 3, TH N 22.25 FT ON SD LOT LI, TH E 13 FT, TH N 80.75 FT, TH W 53 FT TO BEG

Site Address

102 PIERCE ST,BIRMINGHAM,MI,48009

Parcel Identification Number

19-36-129-005

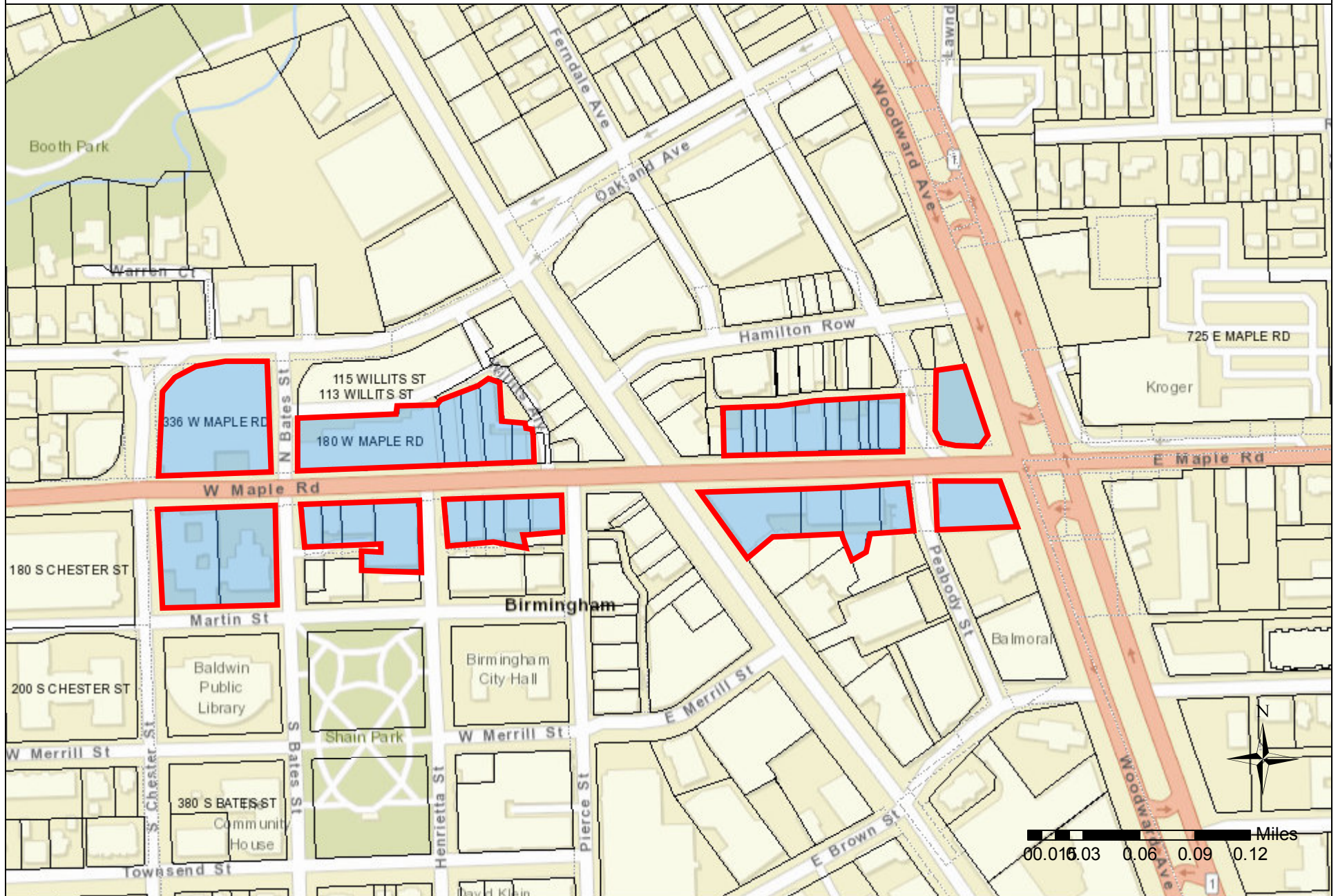
Owner Name

GEORGE V CARTSOS REVOC TRUST

Property Description

T2N, R10E, SEC 36 MERRILL'S PLAT N 80.75 FT OF LOT 1 & N 80.75 FT OF E 27 FT OF LOT 2

Maple Road SAD Properties



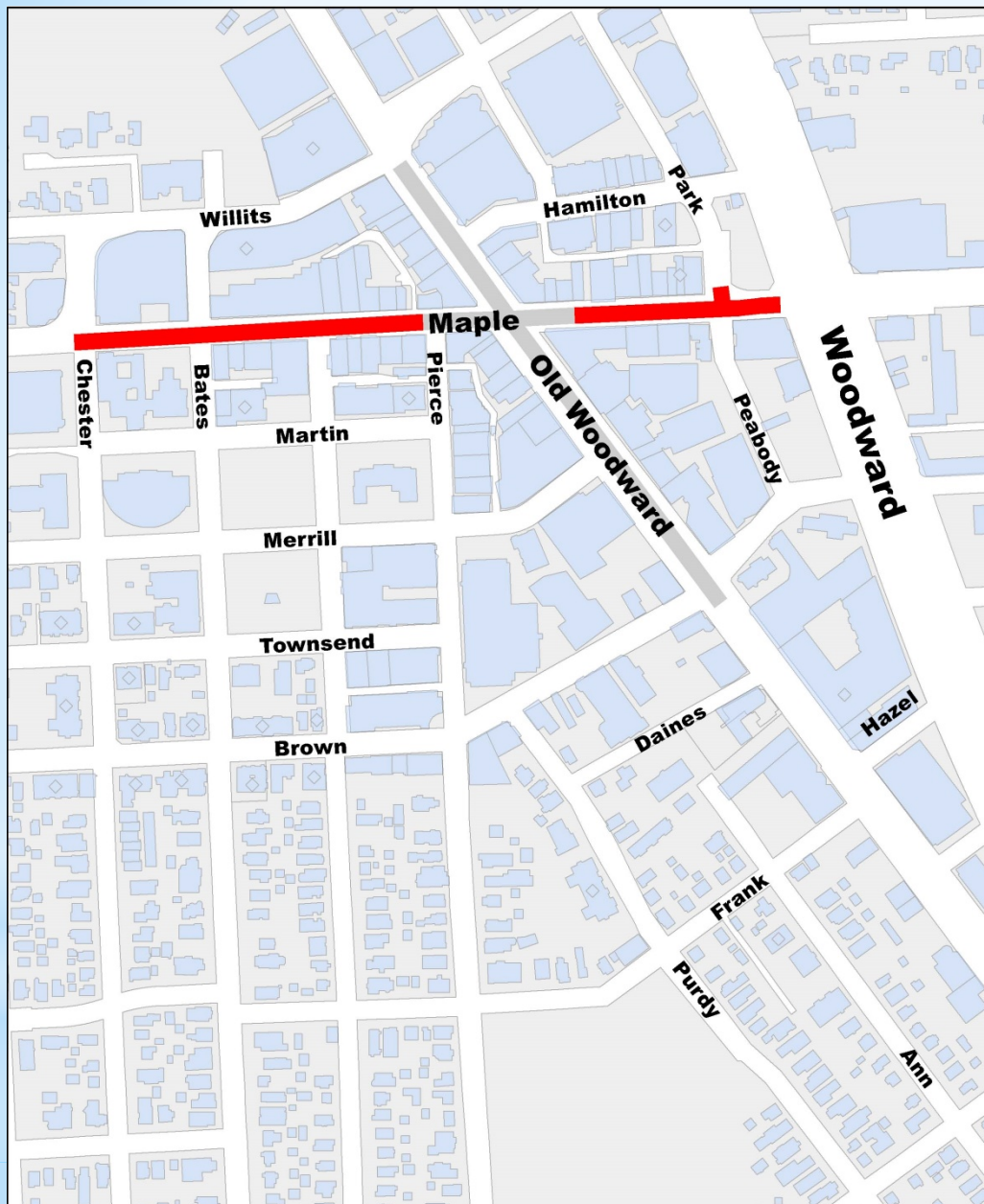
Total Street Scape in SAD				
\$1,939,495.24				
City Cost 25% of Total in SAD		Assessable Total 75% Of Total in SAD	Total Assessable Frontage (ft)	Price Per Linear Foot
\$484,873.81		\$1,454,621.43	2753.31	\$528.32
Address		Property Tax ID	Total Assessable Frontage	SAD Cost Per Property
336	W Maple	19-25-377-006	291	\$153,740.35
180	W Maple	19-25-378-023	327.53	\$173,039.78
168	W Maple	19-25-378-008	44.95	\$23,747.86
166	W Maple	19-25-378-009	40	\$21,132.69
150	W Maple	19-25-378-010	56.23	\$29,707.28
142	W Maple	19-25-378-011	44	\$23,245.96
203	E Maple	19-25-456-018	33.5	\$17,698.63
225	E Maple	19-25-456-019	29.78	\$15,733.29
261	E Maple	19-25-456-035	62.5	\$33,019.83
323	E Maple	19-25-456-023	62.5	\$33,019.83
335	E Maple	19-25-456-024	30.31	\$16,013.30
355	E Maple	19-25-456-034	40	\$21,132.69
361	E Maple	19-25-456-027	20	\$10,566.35
369	E Maple	19-25-456-050	20	\$10,566.35
395	E Maple	19-25-456-029	99.98	\$52,821.17
35001	Woodward	19-25-456-037	195.43	\$103,249.06
34977	Woodward	19-36-207-001	214.5	\$113,324.07
378	E Maple	19-36-206-018	101.6	\$53,677.04
344	E Maple	19-36-206-020	80.5	\$42,529.55
300	E Maple	19-36-206-002	84.5	\$44,642.82
288	E Maple	19-36-206-001	44.5	\$23,510.12
102	Pierce	19-36-129-005	67	\$35,397.26
137	W Maple	19-36-129-004	53	\$28,000.82
163	W Maple	19-36-129-003	40	\$21,132.69
175	W Maple	19-36-129-002	40	\$21,132.69
195	W Maple	19-36-129-001	70	\$36,982.21
211	W Maple	19-36-128-004	112	\$59,171.54
247	W Maple	19-36-128-003	70	\$36,982.21
271	W Maple	19-36-128-002	40	\$21,132.69
299	W Maple	19-36-128-001	59.5	\$31,434.88
320	Martin	19-36-127-004	132.5	\$70,002.05
355	W Maple	19-36-127-001	146	\$77,134.33
Total			2753.31	\$1,454,621.43



Merchant Meeting

February 28, 2020

Dick O'Dows



Maple Road Reconstruction Phase II

Construction in

2020

(MDOT Project)

Phase 1 Phase 2

0 175 350 Feet



CITY / FEDERAL FUNDED

- *Public Sewers & Public Water Mains / Hydrants
- *New Mid-Block Crossing
- *Street Pavement
- *Mast Arm Traffic Signals
- *Street Lights
- *City Trees w/Irrigation
- *Communication Conduit
- *Granite Benches / USB Charging Stations
- *Signs / Parking Meters
- *Bike Racks

Mid-Block Crossing - Bet. Old Woodward & Peabody



W. Maple & Henrietta Intersection



SPECIAL ASSESSMENT DISTRICT (SAD)

- * Sidewalk & Streetscape Amenities (75% assessed)
 - * Includes Tree Wells, Irrigation, Plantings, Benches, etc...
- * Sewer Lateral Replacement (100% assessed)
 - * Laterals 50 years or older
- * Water Service Replacement (100% assessed)
 - * Replace $\frac{3}{4}$ " Services

Public Hearings will be held for all Special Assessment Districts

- * It is anticipated these will occur sometime in April

BIRMINGHAM'S 6-POINT LOGISTICS PLAN

1. Keep Project Moving Quickly
2. Keep Sidewalks Open & Front Doors Accessible
3. Keep Traffic Flowing
4. Keep Communications Flowing
5. Keep Public Parking Easy and Accessible
6. BSD Promotional Activities

1. Keep Project Moving Quickly

PROJECT INITIATION

1. City Commission Authorization (Anticipated – March 9th)
2. Pre-Project Preparation (Anticipated to occur in March)
Tree, Streetlight, Parking Meter Removals
3. Pre-Construction Meeting (Anticipated to occur in Late March)
4. Contractor Mobilization / Traffic Control (Anticipated Early April)

CONSTRUCTION PROCESS

Start – Early April

Anticipated Construction Time Frame – 3 ½ to 4 months

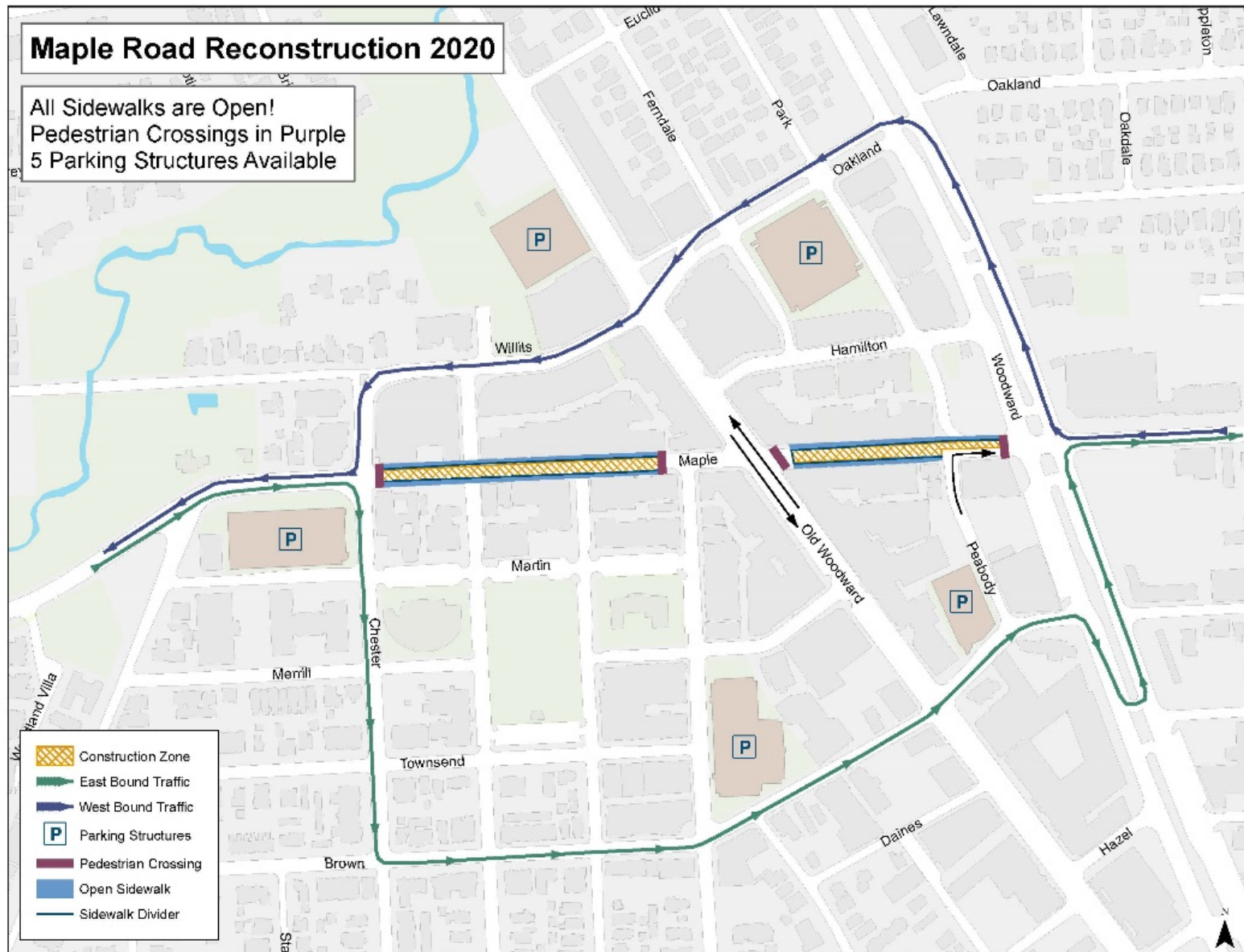
- * Hire Contractor with Experience
- * Expand Available Work Hours (7am – 10pm - Sunday Work Allowed)
- * Bonus/Penalty Clause (Early / Delayed Project Completion)
- * Encourage Multiple Crews

2. Keep Sidewalks Open and Front Doors Accessible



Exceptions - During Water Service, Sewer Lead & Sidewalk Installation

3. Keep Traffic Flowing



4. Keep Communications Flowing

- *Flyers & Weekly Updates
- *Constant Contact by Email:
www.bit.ly/bhamnews
www.bhamgov.org/enotify
- *City of Birmingham Website
www.bhamgov.org/maplereconstruction
- *BSD/City Social Media –
Facebook, Twitter, Next Door
- *Digital and Print Newsletters

Frequently Asked Questions

Q: Why is Maple between Southfield and Woodward being reconstructed?

A: The downtown core has the oldest known underground infrastructure in the City. The City's comprehensive plan will replace this tired infrastructure with a new water main, sewer lines, an electrical system and much more. In addition, the plan includes the transformation of the above ground streetscape with wider sidewalks, ADA compliant curbs, and mid-block crossings along Maple. The enhancements will improve the functionality and aesthetic look of downtown Birmingham for years to come.

Q: How long will the reconstruction of Maple Road last?

A: The City, working with its contractors, is anticipating the project will take about **four months**.

Q: Is downtown Birmingham open for business?

A: Yes! The City, in conjunction with the Birmingham Shopping District (BSD), is providing free two-hour valet parking service at three (3) locations near the work zone. The BSD also has its incentive program, **Birmingham Bonus Bucks**, to entice visitors and shoppers to downtown during construction. More information on Birmingham Bonus Bucks and other BSD led initiatives can be found on the back of the flyer.

Q: Where can I get information on the progress of the project?

A: You can go to the City website, www.bhamgov.org/maplereconstruction for regular updates on construction, parking options, the BSD's Pave the Way initiative and other elements of the project that you need to know. Get real time updates by email or text through the City's enotify alert system. Sign up for enotify at: www.bhamgov.org/enotify and scroll down to construction projects. If you have a question or concern and wish to speak to someone, please call the Engineering Dept. at (248) 530-1840.

Paving the Way to a More Beautiful Downtown

We're paving the way to a more beautiful downtown! While Maple Road receives important infrastructure upgrades this summer, the Birmingham Shopping District wants to make sure it's "business as usual" by offering the following great perks:

FREE Two-Hour Valet Parking (then \$5 for each additional hour) at three (3) locations: Henrietta near Martin, S. Old Woodward near Brown, & Hamilton Row near Ferndale.

Birmingham Bonus Bucks

\$10 in Birmingham Bonus Bucks will be awarded to shoppers for every \$100 spent at BSD retailers, and for every \$200 spent at BSD restaurants during construction until the promotion maximum has been reached. Visit www.ALLINBirmingham.com/BBB for promotion details and the submission form.

Birmingham Construction Art Contest

Local artists are invited to paint/decorate/enhance approximately 2,600 feet of barricades that will be erected during the project. Winning art will be selected by public jury. Each space will be approximately 8' wide by 4' high. The theme is "Pave the Way" which can be interpreted, in many ways, at the discretion of the artist. Learn more and download the application form at www.ALLINBirmingham.com/artcontest.



City of Birmingham

Maple Road Reconstruction Project

Spring 2020

Replacing and Improving the Infrastructure

Transforming the Streetscape

Enhancing Mobility and Walkability

Questions?

Merchant Mtg 10/23/19

Name	Store	Phone	Email
ARA DASKASIAN Lisa Hamill	DASKASIAN JEWELERS Harps		
Arven Daralyn Jessica Lundberg	DANMONTIAN DUBBINS jessica@niragedayspa.com		
KAREN DASKAS Cheryl / Daskas	KAREN @ TENDERBIRMINGHAM.COM cheryl@tenderbirmingham.com		
SUZANNE HAGOPIAN	SUZANNE # ORIGINAL HAGOPIAN.COM		
Samantha Michalak	Birmingham-Bloom. Chamber	samantha@bbcc.com	
Gaby Wuchler	Wuchler Estate Collection	248-224-1305	wuchler-estate@gmail.com
Curlye Overada	Supernatural	248 792 74 33	curlye@supernaturalhugobee.com
Doni Regimbal	This Girl Beauty Spa	248-208-2008	thisgirlorix@yahoo.com
Glenn Ceresnie	Ceresnie & Offen Furs	248-1690	Ceresnieandoffenfurs@gmail.com
Marsha Kovacs	Fleming's Prime Steakhouse	248-723-0134	pdbiimingham@flemingssteakhouse.com
Melissa Helfman	West Elm	248-593-8200	mhelman@westelm.com
Joe Alro	OPTIK Birmingham	248 646 6699	optikbirmingham@yahoo.com
Jill Harris	Union Barber Shop	248-480-8041	info@unionbarber.com
Kate Milz	Garzelle Sports	248-282-4874	kmilz@garzelleposts.com
Richard Astrein	ASTREINS	248 694-1651	Richard@Astreins.com
Kathy Zanolli	Nina McNamee	248-430-4365	Kathy2@ninaonlinemore.com

2/28/2020 Merchant Mtg

Name	Store	Phone	Email
BARB EMLAW	TRIPLE NICKEL	248 985-0314	BARB.EMLAW@GMAIL.COM
DAVID HOTTENDECK	DOWNTOWN NEWS MAGAZINE		
STEVE Quintal	BSD	248-642-0024	
MARK GRABLOWSKI	DOWNTOWN PUBLICATIONS	586.549.4424	
Kelly McLeod	Gazelle Sports	248 497-7071	KMcLeod@gazelleSports.com
Chris Lampert-Crowell	Gazelle Sports	269 569 5996	ccrowell@gazellesports.com
Glenn Ceresnie	Ceresnie & Otten	248-642-1690	Ceresnie and Otten@erps@gmail.com
Guthrie Zarulli	Nina McHenry	248-430-4365	Birmingham@ninaandlola.com
CHRISTINE JACKSON	SCANDIA	248 649 7673	SCANDIA.MI.ONLINE@GMAIL.COM
JUNE SCOTT	SHOPLOYAL	847-612-1554	Julie@Shoployal.com
Karlyn Cassidy	Legato Salon & Spa	248 385 1166	info@salonlegato.com
<u>Tammy Silver</u>	Chief Financial	948-253-7931	TDurand@ChiefFinancial.com
Doug Lewston	Adventures In Toys	248-646-5550	adventuresintoyz@yahoo.com
Cherie Sofikits	Fab'rik	248-376-0791	cherie.sofikits@fabrikstyle.com

2/28/2020 Merchant Mtg

Name	Store	Phone	Email
Sam Voss - PAGE	BLOG OWNER	248-563-0862	pgvp@scsToday.org
Allan Motes	BLOG OWNER	248-828-6661	amotes12@gmail.com
TJ BENNETT	CLAYMORE SHOP	248-642-7790	TJCCLAYMORESHOP.COM
Heather Lorincz	EVERETT	248-846-1120	Heather.Lorincz@everett.com
Sandra McElroy	CRIMSON ROSE	248-203-2950	smcrlr02@comcast.net
Quanda Knight	ST CROIX	248-816-1350	brmnpuma@stockspan.com
Michael Hill	ST CROIX	"	"
Lyndsey Watt	Chief Financial Credit Union	248-897-3082	lyndsey.w@chiefonline.com
Sarah Allingham	Manager - Paper Source	248-594-4954	546@brmnpuma.com
Scott Greene	CITY OF BIRMINGHAM	"	562@scs@bham.org
Austin Fletcher	"	248-530-1839	A.FLETCHER@BHAMBO.org
Richard Astreus	ASTREUS	248-644-1651	Richard.Astreus@csa.com
Dessi Sakunau	DESSIS	248-635-4621	dessi.kissi@jmail.com
Ashley Bimbors	Chief Financial Credit Union	248-253-7953	AshleyB@chiefonline.com
Cheryl Daskas	FENDER	248-258-0212	Cheryl@fenderbirmingham.com
Holly Anselmi	THE ITALIAN DIST	(248) 593-8299	SACS@thetalandsh.com
Jill Harris	Union Barber Shop	(248) 480-8811	jill@unionbarber.com
Carrie Martin	Petite Cabane	248-492-7979	

Maple Road Streetscape SAD

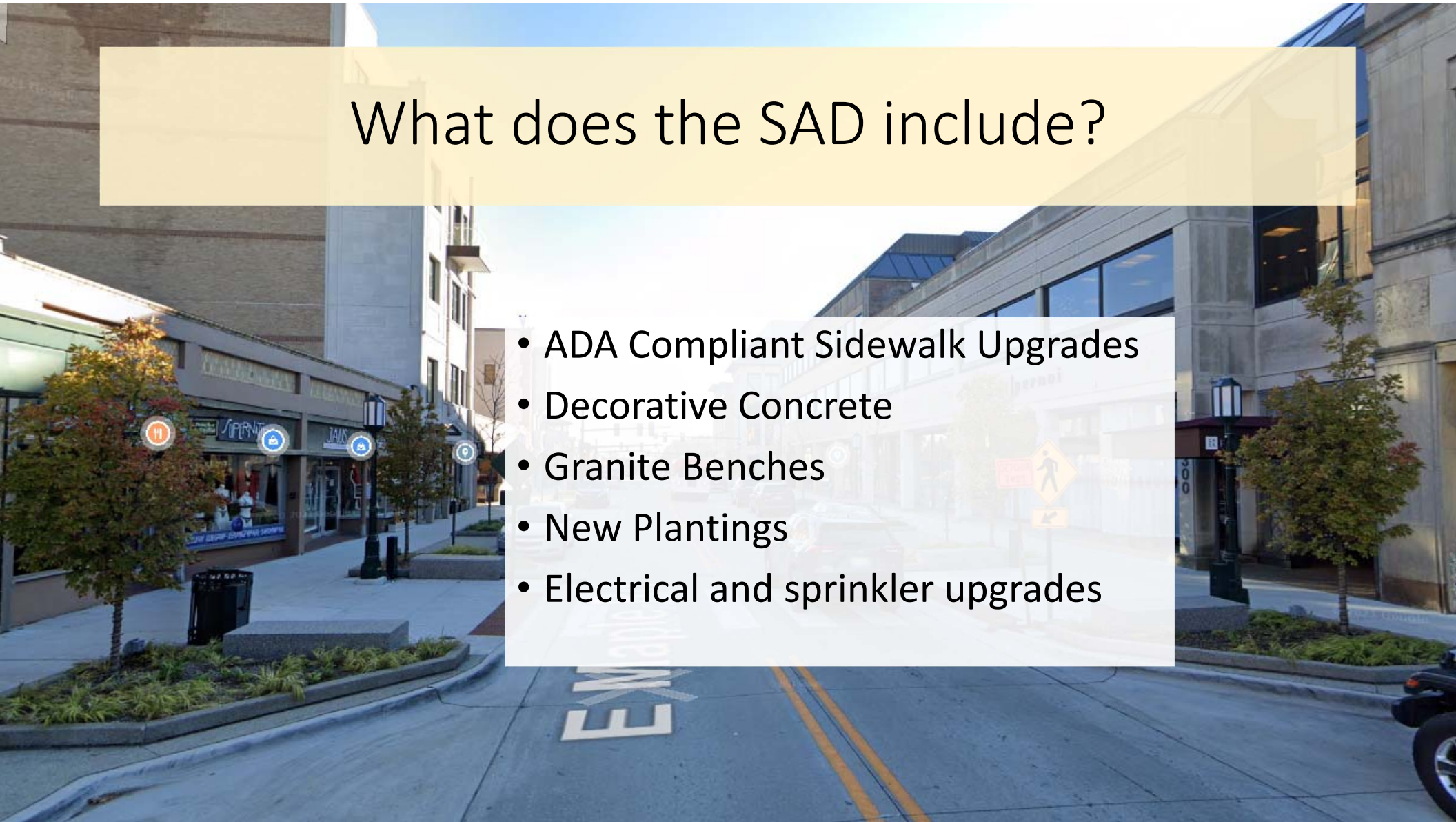


Pre Maple Road Project

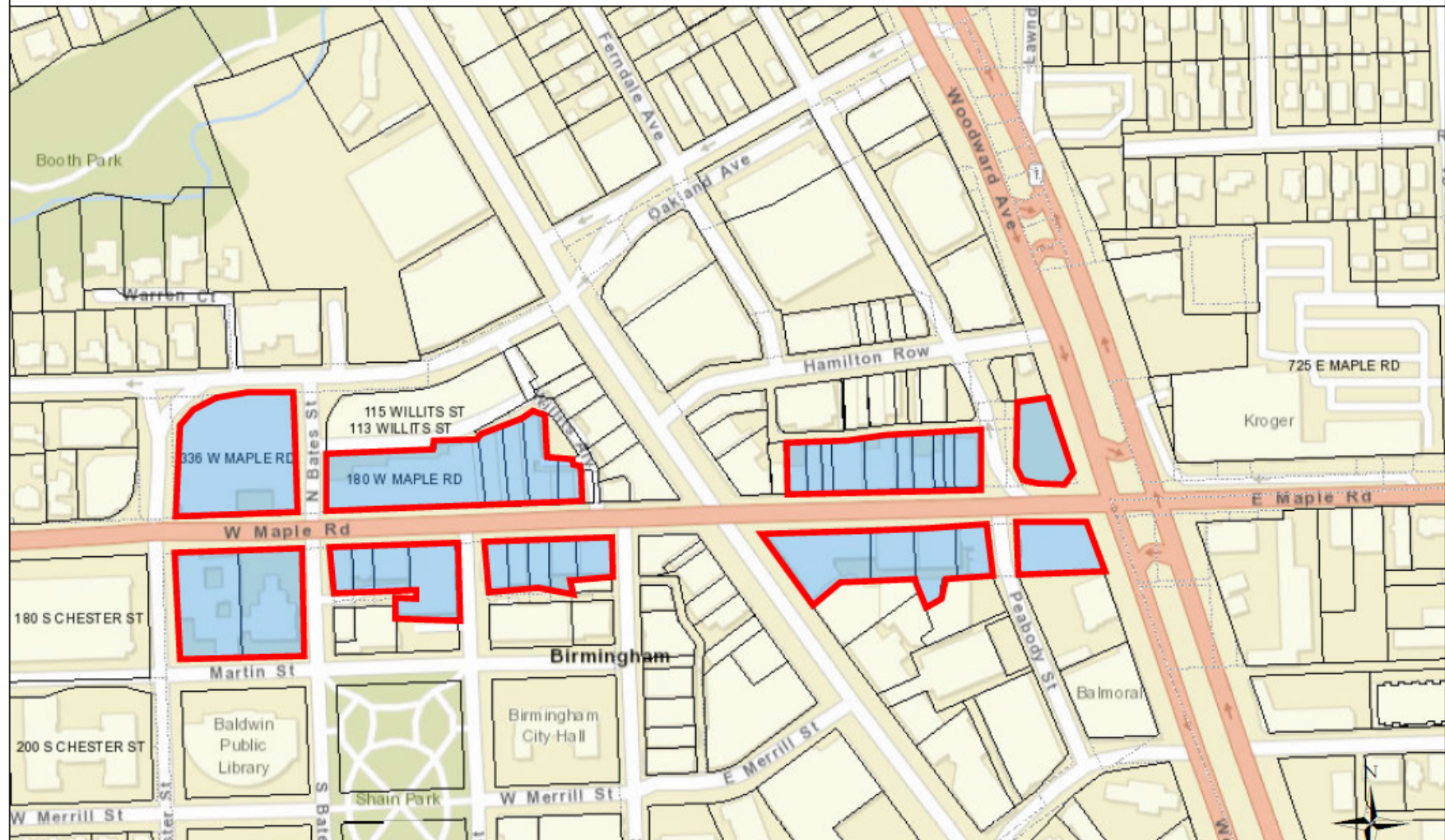


What does the SAD include?

- ADA Compliant Sidewalk Upgrades
- Decorative Concrete
- Granite Benches
- New Plantings
- Electrical and sprinkler upgrades



Maple Road SAD Properties



DATE: January 19th, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED BY: Nicholas Dupuis, Planning Director

SUBJECT: Woodward Safety Enhancements and Road Diet

INTRODUCTION:

The City of Birmingham is pursuing a resolution in support of enhanced pedestrian and multi-modal safety features for Woodward Avenue and to have the Michigan Department of Transportation (MDOT) consider a Road Diet for Woodward Avenue between Quarton Road and 14 Mile.

BACKGROUND:

Woodward Avenue's eight lanes of traffic spanning 200 feet creates a hazardous situation for pedestrians crossing from one side of Birmingham to another. Concerns regarding this issue have been voiced from Birmingham residents, board members, and officials to the Michigan Department of Transportation who owns and controls Woodward Avenue. The safety concerns for Woodward Avenue have been amplified this year with two pedestrian deaths near the intersection at Forest and Woodward.

The City is coordinating with MDOT and placing additional pressure to address short term and long term safety measures for Woodward Avenue. The City has created a list of items for MDOT to study and proposes a resolution in support of a Road Diet for Woodward Avenue between Quarton Road and 14 Mile, which is required by MDOT to begin the Road Safety Audit process for a Road Diet. The Road Safety Audit has been requested by the City many times before.

On December 2nd, 2021, the Multi-Modal Transportation Board (MMTB) reviewed a proposed list of expected items for MDOT to study. This coincided with a review of all recommendations for Woodward Avenue from the City's Downtown 2016 Plan, Multi-Modal Transportation Plan, and the Triangle District Plan. The MMTB also reviewed Woodward safety recommendations from regional transportation and planning organizations including the Woodward Avenue Action Association (WA3), the Regional Transit Authority (RTA), Southeast Michigan Council of Governments (SEMCOG), and Mobility Oriented Development (MOD).

Birmingham's various master plans related to Woodward Avenue differ in some manner regarding design recommendations, however they all share a consistent theme that Woodward Avenue's current design creates numerous hazards for pedestrians, cyclists, and public transportation users. All Birmingham master plans related to the Woodward Corridor recommend that the road be redesigned to accommodate pedestrian and other multi-modal safety enhancements. The December

2nd, 2021 MMTB report summarizing recommendations from each plan is attached for review.

The requested items of study for MDOT listed in the MMTB December 2nd, 2021 Woodward report are as follows:

- Perform an MDOT Road Safety Audit through the City of Birmingham, from Quarton (16 Mile Road) to 14 Mile Road.
- Perform a Road Diet Study to reduce Woodward Avenue to a six-lane divided boulevard through the City of Birmingham from Quarton Road (16 Mile Road) to 14 Mile Road.
- Evaluate the pedestrian crossings at both the signalized and unsignalized intersections. Calculate gaps available at unsignalized pedestrian crossings and identify additional potential pedestrian crossing locations to facilitate safe access for pedestrians across Woodward Ave.
- Review signal timing along Woodward and identify locations where pedestrian walk times and clearance intervals can be increased.
- Review the use of service drives/parking areas along Woodward Ave. and determine how they may be utilized to achieve the City's goals for pedestrian connectivity and reducing vehicle speeds.
- Review SMART bus stops and pedestrian connectivity and access across Woodward to them.
- Redesign the access at the S. Old Woodward & Woodward Ave. intersection to improve the safety, operations and pedestrian connectivity at this intersection.

On December 2nd, 2021, The MMTB also moved to recommend approval of the draft resolution in support of safety enhancements for Woodward Avenue and for the pursuit of a Road Diet. **A resolution in support of a Woodward Road Diet, and enhanced pedestrian safety measures for Woodward Avenue is attached for review.**

LEGAL REVIEW:

The City Attorney has reviewed the resolution and has no objection to form or substance.

FISCAL IMPACT:

The City of Birmingham may wish to coordinate with MDOT on financing desired projects in order to ensure that safety enhancements are accomplished. Offering financial contribution in collaboration with MDOT is a possible way to achieve improvements in a timely manner.

PUBLIC COMMUNICATIONS:

The Woodward Avenue resolution for MDOT was reviewed by the Multi-Modal Transportation Board on December 2nd, 2021 where the agenda was posted online and the meeting was broadcast via Zoom and the City's livestreaming website. The issue regarding safety along Woodward Avenue has been discussed at multiple City Commission meetings where State representatives and MDOT employees have attended to discuss such issues.

SUMMARY:

The Planning Division requests that the City Commission approve a formal resolution in support of a road diet and enhanced pedestrian safety measures along Woodward Avenue from Quarton Road to 14 Mile, and that the City Commission direct MDOT to consider the recommended safety enhancements for pedestrian and multi-modal use listed above from the MMTB's December 2nd, 2021 Woodward report.

ATTACHMENTS:

- Resolution in Support of a Road Diet and Enhanced Pedestrian Safety Measures for Woodward Avenue from Quarton Road to 14 Mile
- Multi-Modal Board Memo – December 2nd, 2021
- MDOT Road Diet Checklist
- October 25, 2021 City Commission Memo regarding Woodward Ave pedestrian safety correspondence with MDOT (relevant letters attached)
- November 22, 2021 City Manager's Report – Woodward Pedestrian Safety Update
- Birmingham's Complete Streets Resolution
- Birmingham's Regional Transportation Resolution
- Multi-Modal Transportation Plan (2013) - Woodward Corridor Recommendations
- Birmingham Downtown 2016 Plan - Woodward Corridor Recommendations
- Triangle District Urban Design Plan (2007) - Woodward Corridor Recommendations
- Woodward Avenue Action Association Complete Streets Plan (2015) – relevant pages
- Woodward Avenue Rapid Transit Alternatives Analysis (2014) – relevant pages
- RTA Mobility Oriented Development Plan (2019) – relevant pages
- Michigan Mobility 2045 Plan (2021) - relevant pages

SUGGESTED COMMISSION ACTION:

To make a motion adopting a formal Resolution in Support of a Road Diet and Enhanced Pedestrian Safety Measures for Woodward from Quarton Road to 14 Mile Road as required by the Michigan Department of Transportation to support a road diet application for Woodward Avenue;

AND

To make a motion adopting a resolution to direct staff to send a formal request to MDOT requesting the study of pedestrian safety enhancements as follows:

- Perform an MDOT Road Safety Audit through the City of Birmingham, from Quarton (16 Mile Road) to 14 Mile Road.
- Perform a Road Diet Study to reduce Woodward Avenue to a six-lane divided boulevard through the City of Birmingham from Quarton Road (16 Mile Road) to 14 Mile Road.
- Evaluate the pedestrian crossings at both the signalized and unsignalized intersections. Calculate gaps available at unsignalized pedestrian crossings and identify additional potential pedestrian crossing locations to facilitate safe access for pedestrians across Woodward Ave.
- Review signal timing along Woodward and identify locations where pedestrian walk times and clearance intervals can be increased.
- Review the use of service drives/parking areas along Woodward Ave. and determine how they may be utilized to achieve the City's goals for pedestrian connectivity and reducing vehicle speeds.
- Review SMART bus stops and pedestrian connectivity and access across Woodward to them.
- Redesign the access at the S. Old Woodward & Woodward Ave. intersection to improve the safety, operations and pedestrian connectivity at this intersection.

**RESOLUTION IN SUPPORT OF A ROAD DIET AND ENHANCED
PEDESTRIAN SAFETY MEASURES FOR WOODWARD AVENUE
FROM QUARTON ROAD TO 14 MILE**

WHEREAS, a Road Diet is considered to be any reduction in the number of through lanes along a roadway segment;

WHEREAS, the Michigan Department of Transportation (MDOT) requires a local municipality applying for a Road Diet to approve a formal resolution in support of the Road Diet prior to reviewing the viability of traffic lane reductions;

WHEREAS, the City of Birmingham approved a Complete Streets Commitment Resolution on July 11, 2011 to ensure safe and convenient access for all roadway users, including pedestrians, bicyclists, transit riders, and drivers of all ages and abilities;

WHEREAS, the City of Birmingham approved a resolution in support of regional transportation coordination on July 25, 2011 to encourage and support multi-modal transportation infrastructure for pedestrians, bicyclists, and transit riders;

WHEREAS, the City of Birmingham's Multi-Modal Transportation Plan and Triangle District Urban Design Plan recommend a reduction in traffic lanes on Woodward Avenue and the addition of enhanced safety features to make Birmingham's Woodward Corridor safer for pedestrians, bicyclists, and public transit riders;

WHEREAS, The State Transportation Commission adopted MDOT's Michigan Mobility 2045 Plan on November 4th, 2021 to deliver a a mobility network that is safe, efficient, future-driven, and adaptable;

WHEREAS, the Michigan Mobility 2045 Plan incorporates Michigan's first statewide active transportation plan and statewide transit strategy to support mobility and accessibility in the transit network in order to accommodate demographic change and to promote health, safety and equitable access to jobs and education;

WHEREAS, the Michigan Mobility 2045 Plan promotes local and State coordination to ensure that the multi-modal network of Michigan's transportation system provides accessibility and connectivity in a **safe and convenient manner via all modes of transportation**;

WHEREAS, complete streets to support and invite multiple users, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the public life and efficient movement of people than streets which are primarily designed to move automobiles;

WHEREAS, increasing active transportation such as walking, bicycling, and public transportation offers the potential for improved public health, economic development, a cleaner environment, reduced transportation costs, enhanced community connections, and more livable communities;

WHEREAS, complete streets enhance environmental sustainability by providing transportation infrastructure that limits the negative impact on natural resources by enhancing landscaping, reducing water runoff, and allowing for carbon footprint reduction;

WHEREAS, reducing a travel lane on Woodward Avenue as part of a Road Diet will shorten the travel distance for pedestrian crossings, enhancing pedestrian safety by reducing the time spent crossing traffic lanes;

WHEREAS, enhanced pedestrian safety features on Woodward Avenue will heighten pedestrian crossing awareness and will signal to drivers that they must slow down and yield to pedestrians;

WHEREAS, reducing Woodward Avenue's speed limit will increase safety for pedestrians, bicyclists and transit riders crossing or traveling along Woodward Avenue;

WHEREAS, reducing one travel lane in each direction on Woodward Avenue as part of a Road Diet will improve Birmingham's east and west connections, which will enhance pedestrian mobility between Birmingham's neighborhoods and commercial corridors;

NOW, THEREFORE, BE IT RESOLVED that the City of Birmingham hereby declares its support of a Road Diet and enhanced pedestrian safety measures for Woodward Avenue from Quarton Road to 14 Mile and requests the full support of MDOT to implement the same.

I, Alex Bingham, City Clerk of the City of Birmingham, Michigan do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Birmingham City Commission at its regular meeting held _____.

Alex Bingham, City Clerk

DATE: November 24th, 2021

TO: Multi-Modal Transportation Board

FROM: Brooks Cowan, City Planner
Scott Zielinski, Assistant City Engineer
Commander Scott Grewe, Police Department

SUBJECT: Woodward Ave Pedestrian Safety and Road Diet Considerations

INTRODUCTION:

Woodward Avenue bisects the City with an eight-lane divided roadway that is under the jurisdiction of the Michigan Department of Transportation (MDOT). The combination of vehicular traffic volumes, traffic speeds, and pedestrian crossing distance have been a frequent concern. Recently there was a pedestrian fatality that again focused attention on the problems.

There have been a series of meetings and communications with MDOT staff. A number of safety measures have been identified to improve safety at the existing pedestrian crossings which in the near term include improved signage, lighting, and pedestrian signalization. MDOT has also been asked to conduct a Road Safety Audit and other studies in the next few months. There have also been conversations with MDOT about changes to the access between Woodward Ave and Old Woodward, plus additional pedestrian crossings along Woodward Ave. Longer-term considerations discussed include a road diet to reduce the Woodward Avenue pedestrian crossing distance, and reduced vehicle speeds to enhance safety.

Based on recent discussions, including at recent City Commission and Multi-Modal Transportation Board meetings, City staff and consultants are developing a comprehensive list of items to study ways in which pedestrian safety on Woodward Avenue can be enhanced with both short term and long term improvements. This memorandum outlines the City's expectations of items to be reviewed by MDOT.

BACKGROUND:

At the City Commission meeting on October 25, 2021, representatives from the Michigan Department of Transportation ("MDOT") appeared before the Commission in response to public pressure to address the urgent safety concerns at the pedestrian crossing at Woodward and Brown/Forest. Birmingham has experienced two pedestrian fatalities on Woodward this past year and intends to implement all safety measures possible to prevent such incidences from occurring again. Since the October 25, 2021 City Commission meeting, the City has received a formal commitment letter from MDOT outlining MDOT's plans to address the pedestrian safety concerns at Woodward Ave and Brown/Forest.

The City has also began the process of applying to MDOT for a “road diet” on Woodward in order to reduce the number of travel lanes for cars and to create a complete street that is accessible to all modes of transportation for people of all ages and abilities. MDOT has a Road Diet Checklist which consists of requirements that a City or corridor must satisfy in order to qualify for a lane reduction. Currently, the City’s transportation consultants are conducting all of the background research and studies to meet all of the requirements outlined in MDOT’s Road Diet Checklist.

In order to finalize the City’s Road Diet application for review and approval by the City Commission early in 2022, staff recommends that the MMTB review the “road diet” recommendations in Birmingham’s master plans, as well as MDOT’s Road Diet Checklist requirements, and provide input on the list of items the City of Birmingham expects MDOT to review in relations to enhanced safety features on Woodward Avenue.

BIRMINGHAM COMPLETE STREETS POLICIES, TRANSPORTATION PLANS, MASTER PLANS, & REGIONAL PLANS

The MDOT Road Diet Checklist requires that the applicant adopt a Transportation Plan, Master Plan, and/or Complete Streets Policy and that recommendations from such policies and plans be considered during planning and design of the Road Diet.

On July 11, 2011, the City Commission approved a resolution to formally support complete streets principles in the City of Birmingham. On July 25, 2011, the City Commission approved a resolution to formally support regional transportation planning coordination with neighboring jurisdictions.

In regards to relevant plans, Birmingham has adopted a Multi-Modal Transportation Plan (2013), a Downtown 2016 Plan (1996), and a Triangle District Plan (2007). All of the plans listed above have road diet recommendations related to pedestrian and non-motorized safety for Woodward Avenue. The recommendations within all of the City’s Master Plans share a consistent theme that pedestrian safety improvements for Woodward need to be addressed and that changes should be made to slow automobile speed, reduce pedestrian crossing distance, and enhance non-motorized and public transit options. **The following is a summary of Birmingham’s transportation and master plan recommendations related to a “road diet” for Woodward Avenue.**

Multi-Modal Transportation Plan (2013):

Birmingham’s Multi-Modal Transportation Plan (MMTP) recommends a specific concept plan for Woodward Avenue. The concept plan includes reducing Woodward’s designated automobile traffic lanes from four lanes to three in each direction and converting the 4th lane to a designated bus only lane. The plan also calls for an enhanced median with space for planters and bus shelters to provide a larger separation between Woodward Ave and the business access drive. A bike lane along the Woodward Ave access drive is also recommended. Extra space for the bike lane would be accomodated by shifting the angled parking in the access drive to parallel parking.

The Multi-Modal Plan also recommends a traffic signal on northbound Woodward Ave at Forest Ave. Southbound Woodward Ave currently has a partial traffic signal At Woodward and Brown where there is a pedestrian crosswalk. The MMTP recommends additional signaling for northbound traffic to protect pedestrians at

this location all the way across Woodward from Brown to Forest. Enhancements to crossing safety for pedestrians and cyclists are also recommended at Bowers and Lincoln with colored sharrows, and pedestrian crosswalk improvements at Oak Avenue and Oakland Avenue.

Downtown 2016 Plan (1996):

Several transportation recommendations from this 20 year old plan have already been implemented. Birmingham's Downtown 2016 Plan has an entire section titled "Circulation" that is dedicated to improvements that will calm traffic and enhance pedestrian safety. Such recommendations include narrowing the roads to reduce crossing distance, adding on-street parking to help slow down traffic speeds, improved crosswalk striping, and making traffic signal timing more accommodating for pedestrians. The plan addresses the need to provide more safety measures along Woodward Avenue as well (Woodward Avenue is referred to as Hunter Boulevard in the plan). The plan states "Hunter Boulevard is an eyesore and difficult to cross." The plan recommends an improved boulevard section with landscaped service roads at its side to beautify the thoroughfare and create an environment more adapted to pedestrians. It is also recommended in the Downtown Plan that the City coordinate with MDOT to have a traffic circle installed at the intersection of Woodward and S. Old Woodward.

Triangle District Urban Design Plan (2007):

The Birmingham Triangle District Plan covers the east side of Woodward Avenue from Ruffner Ave to E. Maple. The Triangle District Plan's recommendations for the Woodward Corridor include reducing Woodward Avenue to three lanes in each direction, reducing the speed limit to 35 mph, and eliminating some of the driveways and intersecting streets that create conflict points for through traffic and local traffic. This includes additional traffic signals, specifically at Forest Street, improved crosswalks, moving or removing u-turn lanes, and shortening turn lanes. In reducing Woodward from four lanes to three, the Triangle District Plan recommends the fourth lane be converted to a separate service drive that functions as a local street with on-street parking and is lined with landscaping and trees as a buffer from Woodward Ave. Automobile ingress and egress for the Triangle District is also emphasized as recommendations are to rearrange road alignments connecting to Woodward Ave to require 90 degree right turn movements instead of rapid 45 degree off ramps into the neighborhood. Doing so reduces traffic speeds and improves safety for pedestrians.

The City of Birmingham has also been included in multiple regional plans regarding recommendations for complete streets and rapid transit on Woodward Avenue. These multi-jurisdictional plans involved presentations to the City of Birmingham and public open houses at Birmingham's Baldwin Library. The following is a summary of such plans:

Woodward Ave Complete Streets Plan (Woodward Ave Action Association – 2015)

The Complete Streets Plan recommends a bikeway along Woodward, with additional pedestrian crossings. Woodward Ave is proposed to be reduced from four lanes to three in both directions, with the addition of new transit only lanes. An enhanced access drive for businesses would be separated from Woodward by a larger median with planters and trees. Parallel parking, a cycle track, and an

enhanced pedestrian zone would be between the access drive and the commercial area.

Woodward Avenue Rapid Transit Alternatives Analysis (SEMCOG – 2014)

The Rapid Transit Study supports a transit only lane (for portions of Woodward Ave) consisting of either conversion of a traffic lane or a new lane placed in the median. Various other improvements are recommended to reduce transit travel times, and to consolidate bus stops into fewer “super stops”.

Mobility Oriented Development Plan (2019)

The Mobility Oriented Development Plan (MOD), completed in 2019, also had a series of recommendations to improve accessibility for pedestrians (including both along and crossing Woodward Ave.) and transit, with support to improve access to “Fast Stop” locations.

EXPECTED ITEMS OF STUDY FOR MDOT:

The following is a list of expected work for MDOT to conduct in their review of Woodward Avenue in consideration of a road diet, enhancing pedestrian safety measures, and implementing recommendations from Birmingham’s transportation and master plans. The Multi-Modal Transportation Board may wish to provide comments on additional items they wish to have MDOT review.

- Perform an MDOT Road Safety Audit through the City of Birmingham, from Quarton (16 Mile Road) to 14 Mile Road.
- Perform a Road Diet Study to reduce Woodward Avenue to a six-lane divided boulevard through the City of Birmingham from Quarton Road (16 Mile Road) to 14 Mile Road.
- Evaluate the pedestrian crossings at both the signalized and unsignalized intersections. Calculate gaps available at unsignalized pedestrian crossings and identify additional potential pedestrian crossing locations to facilitate safe access for pedestrians across Woodward Ave.
- Review signal timing along Woodward and identify locations where pedestrian walk times and clearance intervals can be increased.
- Review the use of services drives/parking areas along Woodward Ave. and determine how they may be utilized to achieve the City’s goals for pedestrian connectivity and reducing vehicle speeds.
- Review SMART bus stops and pedestrian connectivity and access across Woodward to them.
- Redesign the access at the S. Old Woodward & Woodward Ave. intersection to improve the safety, operations and pedestrian connectivity at this intersection.

A Road Diet Checklist is provided in the attachments. The checklist review is for MDOT to conduct, however City staff has commented in the checklist what has been accomplished and what is in the process of review by the City’s traffic engineering consultants as a status update for the Multi-Modal Board and City Commission.

ATTACHMENTS:

- MDOT Road Diet Checklist
- October 25, 2021 City Commission Memo regarding Woodward Ave pedestrian safety correspondence with MDOT (relevant letters attached)
- November 22, 2021 City Manager's Report – Woodward Pedestrian Safety Update
- Birmingham's Complete Streets Resolution
- Birmingham's Regional Transportation Resolution
- Multi-Modal Transportation Plan (2013) - Woodward Corridor Recommendations
- Birmingham Downtown 2016 Plan - Woodward Corridor Recommendations
- Triangle District Urban Design Plan (2007) - Woodward Corridor Recommendations
- Woodward Avenue Action Association Complete Streets Plan (2015) – relevant pages
- Woodward Avenue Rapid Transit Alternatives Analysis (2014) – relevant pages
- RTA Mobility Oriented Development Plan (2019) – relevant pages

RECOMMENDED ACTION:

Make a motion to recommend that the City Commission approve a formal resolution in support of a Road Diet as required by the Michigan Department of Transportation to support a Road Diet application for Woodward Avenue;

AND

To recommend that the City Commission approve a formal request for MDOT to study pedestrian safety enhancements as identified in the Expected items of Study section of this report.

ROAD DIET CHECKLIST

The Road Diet Checklist is a tool for Department staff to utilize when analyzing a roadway segment for a potential road diet. All items should be considered, but are not required (unless otherwise noted). Department staff should use the completed checklist along with engineering judgment to determine if a road diet should be implemented. A Road Diet is considered to be any reduction in the number of through lanes along a roadway segment.

The completed checklist must be presented to the Engineering Operations Committee (EOC) for information only prior to being implemented on the road. Completed checklists should be sent to Mark Bott, Engineer of Traffic and Safety, for placement on the next available EOC Agenda.

ROAD DIET LOCATION

TSC		County		City/Village/Township City of Birmingham, Michigan
Route	CS	BMP	EMP	Location Description
JN (if app)	Completed By		Date	

GENERAL ITEMS

(City of Birmingham Comments in Blue)

Yes No	The Road Diet is being proposed by an entity other than the Department. <i>If this item is 'Yes', the next item is required.</i> <i>The City of Birmingham is proposing the Road Diet.</i>
Yes No	The local municipality's governing body has passed a formal resolution in support of the Road Diet. <i>The City of Birmingham is in the process of reviewing a formal resolution in support of the Road Diet. City Commission is expected to review a recommendation in the beginning of 2022.</i>
Yes No	The local municipality (city/village/township) within which the Road Diet is being considered has adopted a Transportation Plan, Master Plan and/or Complete Streets Policy. <i>If this item is 'No', the next item is not applicable.</i> <i>The City of Birmingham has approved a resolution to support complete streets (2011), has adopted a Multi-Modal Transportation Plan (2013), a Downtown 2016 Plan (1996), and a Triangle District Plan which all recommend road diet considerations for Woodward Avenue.</i>

Yes No N/A	The Transportation Plan, Master Plan and/or Complete Streets Policy have been considered during the planning and design of the Road Diet. <i>The City of Birmingham's Multi-Modal Board and City Commission will review all relevant Transportation and Master Plans in the process of reviewing a formal resolution in support of the Road Diet.</i>
Yes No	The Road Diet will result in on-street parking where it does not currently exist. If this item is 'No', the next item is not applicable.
Yes No N/A	A formal agreement between MDOT and the local municipality indicating the local municipality's responsibility in participating in funding the project and future maintenance of the on-street parking areas has been drafted.
Yes No	The Road Diet is located within a CMAQ nonattainment or maintenance area. If this item is 'No', the next item is not applicable.
Yes No N/A	The proposed lane configuration has been analyzed for air quality conformity and is determined to be acceptable. <i>Air quality will be analyzed upon review of a formal design.</i>
Yes No	The Road Diet will utilize federal funding. If this item is 'No', the next item is not applicable. If this item is 'Yes', the next item is required.
Yes No N/A	The FHWA Area Engineer has been informed of the Road Diet. <i>To be completed</i>
Yes No	A public meeting to which all road users were invited, including area residents/business owners and commuters, has been held. This item is required. Provide details of public feedback in COMMENTS section. <i>A public meeting discussing the Road Diet will be held at the Multi-Modal Board on December 2nd, 2021 and City Commission in early 2022.</i>

COMPLETE STREETS ITEMS

Yes No	It is predicted that the Road Diet will result in an improvement in mobility for non-vehicular transportation modes.
Yes No N/A	Accommodations for non-motorized users (i.e. bike lanes, pedestrian refuge islands) have been incorporated into the design of the Road Diet where appropriate.
Yes No	Bus routes exist within the Road Diet influence area. <i>If this item is 'No', the next item is not applicable.</i>
Yes No N/A	Accommodations for maintenance of safe bus loading and unloading zones have been incorporated into the design of the Road Diet where appropriate.
Yes No	An at-grade railroad crossing exists within the Road Diet influence area. <i>If this item is 'No', the next item is not applicable.</i>
Yes No N/A	Accommodations have been incorporated into the design for commercial and transit vehicles that must stop at the at-grade railroad crossing.

GEOMETRIC, OPERATIONS AND SAFETY ITEMS

Yes No	Turning movements at all signalized and major un-signalized intersections are acceptable for the appropriate design vehicle.
Yes No N/A	Where on-street parking is proposed, intersection sight distance at all affected intersections is acceptable.
Yes No	The Geometric Design Unit has reviewed and concurs with the Road Diet. <i>To be done</i>
Yes No	A SYNCHRO analysis for proposed conditions and future traffic volumes (a) shows that a reasonable Level of Service (LOS) will be maintained during the peak hour at all signalized and major un-signalized intersections. A reasonable LOS is defined as D or better for urban and C or better for rural/between. <i>In Progress</i>
Yes No N/A	Delay mitigation techniques have been incorporated into the design for individual intersection movements that are predicted to operate at LOS D or worse according to the SYNCHRO model. <i>To be determined</i>
Yes No N/A	Potential timing and/or phasing changes to existing traffic signals have been vetted through the Traffic Signals Unit for incorporation into the Road Diet. <i>To be done</i>
Yes No	The route on which the Road Diet is being considered is a Freeway Emergency Route.
0 >0 (list below)	Historically, how many times per year has freeway traffic been diverted to the route on which the Road Diet is being considered as the result of an incident or emergency? <i>If this item is '0', the next item is not applicable.</i> <i>To be determined by MDOT</i>

Yes No ☒ N/A	Additional features (i.e. special signal timing plans) have been incorporated into the design of the Road Diet to mitigate delays and congestion associated with the diversion of traffic during a freeway closure. <i>To be completed</i>
Yes No	A Highway Safety Manual analysis predicts an overall crash reduction as a result of the Road Diet under future traffic volumes (a). <i>To be determined</i>
Yes ☒ No	A Road Safety Audit has been conducted for the Road Diet. <i>If this item is 'No', the next item is not applicable.</i> <i>The City of Birmingham has requested that MDOT conduct a Road Safety Audit.</i>
Yes No ☒ N/A	The Road Safety Audit Team recommended that the Road Diet be implemented.

(a) Future traffic volumes refer to 15-20 years out when reestablishment of curb lines is required; 3 years out when only pavement marking and signing changes are required. Seasonal fluctuations in traffic volumes, if they exist, should also be considered.

COMMENTS (Attach additional pages if necessary)



MEMORANDUM

City Manager's Office

DATE: October 20, 2021

TO: Thomas M. Markus, City Manager

FROM: Jana Ecker, Assistant City Manager

SUBJECT: Woodward Avenue Pedestrian Safety Issues

INTRODUCTION:

On September 17, 2021, a second fatal pedestrian accident occurred on Woodward Avenue at the pedestrian crossing at the Brown/Forest intersection. Previously, Wesley Stamps was also fatally injured crossing Woodward on August 8, 2020 in the same vicinity. As a result, the City received extensive public outcry calling for Birmingham to address the safety concerns with this dangerous intersection. However, the entire 200' wide Woodward Avenue right-of-way is owned and controlled by the Michigan Department of Transportation (MDOT) and not by the City. Thus, the City has no jurisdiction over Woodward Avenue, and the design of the roadway is entirely controlled by MDOT, including the location and timing of all vehicle and pedestrian traffic signals, all pedestrian crossings (whether at grade, below grade or on a bridge over Woodward), intersection geometry, speed limits and roadway maintenance and improvements.

BACKGROUND:

Birmingham and many other Woodward communities have spent the last several decades working to enhance the Woodward Corridor through the use of pedestrian scale building placement and design, multi-modal amenities, landscaping and other measures to create a human-scale, safe and comfortable corridor for all of our residents, of all ability levels, using all modes of transportation. However, cities do not have the jurisdiction to make required safety improvements in the Woodward Avenue right-of-way.

Over the past several years, the City has repeatedly expressed ongoing safety concerns for pedestrians at the intersection of Woodward and Brown/Forest to MDOT officials. Specifically, the City has requested the addition of a signal to improve the pedestrian crossing over the northbound lanes of Woodward, the addition of an overhead HAWK signal, pedestrian signals, crosswalk enhancements, as well as traffic calming measures to be implemented along the corridor.

The City has continued to press MDOT to invest in pedestrian crossing improvements at the intersection of Woodward and Brown/Forest, and others along the corridor. City officials were able to organize a meeting with MDOT officials on site last month. At the conclusion of the meeting on September 22, 2021, City officials advised MDOT that immediate action was needed to improve pedestrian safety. The City requested additional signage, lighting, pavement markings or even the addition of containers of pedestrian high visibility orange fluorescent crossing flags on both sides of the Woodward crossing, and to have one or more of these safety measures installed within one week. City officials also asked MDOT to schedule a Road Safety Audit as soon as possible.

Over a month has now passed, and MDOT has not installed any permanent or temporary pedestrian safety measures at the Woodward and Brown/Forest pedestrian crossing. The City has reached out to Governor Whitmer and State legislators to request assistance in compelling MDOT to address the safety concerns at Woodward and Brown/Forest. MDOT officials have not formally provided any commitment to install or implement any pedestrian safety measures, nor scheduled a Road Safety Audit.

However, the City was informed by Ms. Swanson, Oakland TSC Manager with MDOT during a telephone call on October 18, 2021, that MDOT had approved the installation of flashing beacons on the crosswalk signage on both sides of Woodward to be installed as soon as possible, funded by MDOT. Ms. Swanson also indicated that MDOT had approved installation of a new traffic signal for the northbound lanes of Woodward, and the addition of pedestrian countdown signal heads on both the southbound and northbound lanes of Woodward, to be funded by MDOT, and installed in the summer of 2022. Ms. Swanson indicated that she was drafting a letter outlining this formal commitment, which she expected to complete by the end of the week.

Ms. Lori Swanson, Oakland TSC Manager, and Ms. Kimberly Webb, Metro Region Engineer, with the Michigan Department of Transportation will be in attendance at the City Commission meeting on October 25, 2021 to update the public regarding MDOT's immediate and long term plans to address the ongoing pedestrian safety issues at Woodward and Brown/Forest.

Since the on site meeting with MDOT representatives, City staff conducted a site inspection of the MDOT right-of-way to survey existing vegetation to determine if any tree trimming was needed to address sight distance concerns. City staff found that there are no trees, tree limbs or other vegetation obstructing sight distance for pedestrians or drivers, nor any vegetation obstructing any of the existing street lighting located in the MDOT right-of-way.

Since the on site meeting, City staff has also surveyed the existing street lighting in the vicinity of the Brown/Forest crosswalk and noted that there are lighting issues in the MDOT right-of-way. Accordingly, City staff also met with a representative of DTE to discuss potential improvements to the overhead street lighting in the MDOT right-of-way. Current deficiencies were noted with regards to overall illumination levels, and light distribution at grade in the vicinity of the Woodward and Brown/Forest pedestrian crossing. After a review of available options, the City Manager has committed to making the lighting improvements to replace the existing high pressure sodium luminaires with new LED luminaires on Woodward from Lincoln to Maple, subject to receipt and approval of the appropriate DTE agreements. In addition, the City Manager has committed to purchasing upgraded LED luminaires to provide brighter lighting at the Woodward and Brown/Forest pedestrian crosswalk, subject to receipt and approval of the appropriate DTE agreements.

Mr. Brandon Faron, DTE Community Lighting Account Manager, will be in attendance via Zoom at the City Commission meeting on October 25, 2021 to respond to any questions on the proposed new lighting.

As mentioned above, the City has received extensive public outcry calling for safety improvements at the Woodward and Brown/Forest pedestrian crossing. Local residents contacted Channel 4 news, WDIV, and on October 14, 2021, Channel 4 ran a segment on the 11:00pm news, with a follow

up web article on October 15, 2021. Clinton Baller purchased and installed pedestrian crossing safety flags, and installed them on either side of the Woodward and Brown/Forest crosswalk. Since the meeting with MDOT officials, City staff has also conducted research into the use of pedestrian flags to increase the visibility of pedestrians in marked crosswalks, and studied other communities that have used the flags as tools to enhance the safety of pedestrians. Based on this research, City staff recommends seeking approval from MDOT for the pedestrian crosswalk flag system that has already been installed on Woodward at Brown/Forest.

LEGAL REVIEW:

The City Attorney has reviewed the proposed agreement with DTE to upgrade the LED lighting on Woodward and has no objection as to form or substance.

FISCAL IMPACT:

As the City does not own or control Woodward Avenue, the City does not have a budget allocated for safety upgrades. However, the City Manager has indicated a willingness to cover the estimated \$23,340 in costs quoted by DTE to install upgraded LED lighting on Woodward to enhance the visibility and safety of pedestrian crossings on Woodward, and to pay for the replacement of pedestrian safety flags as needed.

PUBLIC COMMUNICATIONS:

With two pedestrian fatalities having occurred during the past 14 months, there has been media coverage of both the fatal accidents and the need to address the pedestrian safety issues at the intersection of Woodward and Brown/Forest. Local residents have reached out to the City to express their concerns, and the City has responded through discussions at public meetings, social media, and correspondence with MDOT, the Governor and our State legislators, with copies to local news media. The pedestrian safety issues were discussed with Senator Mallory McMorrow personally at the October 4, 2021 City Commission meeting, and with Representative Mari Manoogian on October 20, 2021 via Zoom.

SUMMARY:

The City requests that MDOT take immediate corrective action at the pedestrian crossing at Woodward and Brown/Forest through the installation of pedestrian signals, LED Enhanced Warning signs, advance yield lines, positive offset lighting and/or pedestrian hybrid beacons or other safety measures.

City staff recommends upgrading Woodward Avenue's median lighting, in the MDOT right-of-way, to LED lighting between Maple Road and Lincoln St., and to include higher illumination LED lighting at the Woodward and Brown/Forest pedestrian crossing to enhance the safety of the crossing. DTE can complete the project in this area by the end of the year if approved. This work will both improve pedestrian safety in this area, and will also reduce lighting costs over time.

City staff also recommends seeking approval from MODT for a pedestrian crosswalk flag system on Woodward Avenue at the Brown/Forest crossing to increase the visibility of pedestrians and improve driver awareness.

ATTACHMENTS:

- Letter from Manager Markus dated September 23, 2021
- Letter from Police Chief Clemence dated October 4, 2021

- Letter from Senator McMorrow and State Representative Manoogian received October 4, 2021
- Letter from Assistant City Manager Ecker dated October 8, 2021
- Letter from Assistant City Manager Ecker dated October 13, 2021
- Engineering Department report and agreement with DTE for upgraded LED lighting on Woodward
- Police Department report on pedestrian crosswalk safety flags

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving the DTE Purchase Agreement to upgrade to LED lighting on the Woodward Avenue median between Maple Road and Lincoln St.;

Further to authorize and direct the City Manager to sign the DTE Lighting Agreement with funding to be provided from Account #401-901.010-981.0100, in an amount not to exceed \$23,340.00.

AND

Make a motion authorizing the Chief of Police and the City Engineer to seek approval from the Michigan Department of Transportation for a pedestrian crosswalk flag system on Woodward Avenue at Brown/Forest;

Further to approve the Chief of Police to purchase additional pedestrian crosswalk flags as needed and to charge this expenditure to the Major Streets Fund Traffic Controls operating supplies account # 202-303.001-729.0000.



September 23, 2021

Ms. Gretchen Whitmer, Governor

Ms. Mari Manoogian, State Representative, 40th House District

Ms. Mallory McMorrow, State Senator, District 13

Re: Pedestrian Safety Concerns on Woodward Avenue

It is with great sadness that I pass along the news that we had yet another fatal pedestrian accident this past weekend on Woodward Avenue that involved the loss of life of one of our residents. This is the second pedestrian fatality that has recently occurred at the pedestrian crossing at the Brown/Forest intersection in Birmingham south of Maple Road. In August 2020, there was another pedestrian fatally injured attempting to cross Woodward at the same intersection.

Extensive public outcry has been received in my office, by our City Commission members and City staff this past week calling for Birmingham to address the safety concerns with this dangerous intersection. However, as you are aware, the entire 200' wide Woodward Avenue right-of-way is owned and controlled by the Michigan Department of Transportation (MDOT) and not by the City. Thus, the City has no jurisdiction over Woodward Avenue, and the design of the roadway is entirely controlled by MDOT, including the location and timing of all vehicle and pedestrian traffic signals, all pedestrian crossings (whether at grade, below grade or on a bridge over Woodward), intersection geometry, speed limits and roadway maintenance and improvements. The City's only role in the design and improvement of Woodward Avenue is to investigate incidents, record observations and request assistance and action from MDOT.

Over the past several years, the City has repeatedly expressed ongoing safety concerns for pedestrians at the intersection of Woodward and Brown/Forest to MDOT officials. Specifically, the City has requested the addition of a signal to improve the pedestrian crossing over the northbound lanes of Woodward, the addition of an overhead HAWK signal, pedestrian signals, crosswalk enhancements, as well as traffic calming measures to be implemented along the corridor.

The City continues to press MDOT to invest in pedestrian crossing improvements at the intersection of Woodward and Brown/Forest, and others along the corridor. In fact, the City reached out to MDOT officials through our transportation consultants this summer to attempt yet again to persuade MDOT of the clear danger for pedestrians crossing Woodward Avenue at Brown/Forest. Several weeks ago a meeting was finally scheduled with MDOT officials and traffic engineers to meet on site to discuss our ongoing safety concerns for pedestrians at this intersection. Earlier this week, MDOT officials requested cancellation of this on site meeting due to predicted rain and cold weather. Naturally, this was not well received by the City given the fatal accident that occurred this past weekend. MDOT agreed to meet as originally planned.

This morning, myself, Birmingham Police Chief Clemence, Commander Scott Grewe, City officials from the Planning and Engineering Departments and the City's transportation consultants all met on site, in the rain, to impress upon the two MDOT officials present the clear and present danger at this intersection and the need for immediate action to prevent further injury or death. It was clear from the ensuing discussion that the MDOT officials in attendance did not have the authority to offer any short term or long term solutions to the ongoing safety issues at the intersection of Brown/Forest. We were advised that MDOT could start by conducting pedestrian and traffic counts, perhaps request a Road Safety Audit and study the area to determine what improvements may be warranted.

In response, the City advised MDOT short term efforts needed to be made immediately to address the safety issues and to at least improve pedestrian safety while all of the appropriate studies are conducted. Unfortunately, the City has been told on several occasions in the past that MDOT would conduct safety assessments and studies at this intersection, and get back to us with recommendations. Yet, the dangerous situation remains and another fatality has occurred.

As the top elected officials in Michigan, each of you has the opportunity and obligation to provide executive and legislative oversight for the Michigan Department of Transportation to ensure that the health, safety and welfare of our citizens is protected, and that MDOT takes immediate and appropriate action to address dangerous conditions on our roadways to prevent further loss of life.

Birmingham and many other Woodward communities have spent the last several decades working to enhance the Woodward Corridor through the use of pedestrian scale building placement and design, multi-modal amenities, landscaping and other measures to create a human-scale, safe and comfortable corridor for all of our residents, of all ability levels, using all modes of transportation. However, cities do not have the jurisdiction to make the required safety improvements in the Woodward Avenue right-of-way, but the State of Michigan does have this obligation.

The City of Birmingham asks that MDOT stop spending valuable resources and time on an ITS interstate traffic messaging system on Woodward while ignoring the pressing pedestrian safety issues. The addition of interstate-scale equipment and signage will have a significant negative impact on the aesthetics of the corridor and will not be compatible with the efforts of Birmingham, Royal Oak, Ferndale, Pleasant Ridge, Detroit and other local communities to create a less auto-centric corridor. It is incumbent upon MDOT to prioritize and allocate limited funding to those projects that are in fact necessary and valuable for enhancing the safety of our transportation infrastructure, for all users. The City of Birmingham understands that there are many other components of our transportation infrastructure along Woodward that are in dire need of funding, including but not limited to, pedestrian crossing improvements, the provision of a continuous and safe sidewalk network, bicycle infrastructure and traffic calming measures.

The City of Birmingham requests that each of you exercise your executive oversight and require MDOT to prioritize funding along Woodward for the improvement of the pedestrian environment over the vehicular environment, and specifically for safety improvements at the intersection of Woodward and Brown/Forest before another fatality occurs.

Yours truly,

A handwritten signature in black ink, appearing to read "T. Markus".

Thomas M. Markus,
City Manager

Cc: Birmingham City Commission
Birmingham Eccentric (Open Letter)
Downtown Publication (Open Letter)



BIRMINGHAM POLICE DEPARTMENT

MARK H. CLEMENCE, CHIEF OF POLICE

October 4, 2021

Ms. Gretchen Whitmer, Governor

C/O: Ms. Amanda Dietlin, Community Affairs Liaison – Office of the Governor

Ms. Mari Manoogian, State Representative, 40th House District

Ms. Mallory McMorrow, State Senator, District 13

Mr. Chuck Moss, Oakland County Commissioner, District 12

RE: Pedestrian Safety Concerns on Woodward Avenue – Site Visit

To All,

As you all are aware, the City of Birmingham has had two pedestrian fatalities on Woodward Avenue near Brown/Forest over the past 13 months. As a police officer working in the City for the past 37 years, I can assure you that this loss of life is unprecedented and totally unacceptable to me as the chief of police, to our entire City staff and to our community members. As the elected officials for our City, I would like to invite you to come to your constituent community and meet with me and other City staff to observe the area for yourselves. A site visit would allow the City the opportunity to show each of you first hand where the safety concerns are and discuss potential solutions with you. The primary reason for requesting that you attend a site visit is to detail the urgency of the City's situation and that we move forward together with actions that will lead to swift and immediate changes to dramatically improve the safety of pedestrian and vehicular safety at this location.

I understand that Woodward Avenue is under the jurisdiction of the Michigan Department of Transportation (MDOT). The City is working with MDOT to improve the pedestrian

crossings in the area and looking at other possible enhancements that would improve both pedestrian safety and have an impact on traffic calming. It is our hope, that with your assistance, the City can see this process streamlined in order to expeditiously create a safe environment for all. While we have met at the site with MDOT, their record of accomplishment for addressing safety concerns at this location has been buried in bureaucracy. That situation cannot continue. MDOT must address these safety concerns at this location as soon as possible. Once this immediate concern has been addressed, the City would like to move forward with a more comprehensive examination of Woodward Ave to address pedestrian safety as a whole and to integrate the road into the fabric of our "walkable" community. I am quite certain that all of the communities along the Woodward corridor share this desire. It should be noted that Birmingham is unique in that Woodward Avenue effectively runs through the middle of the city. It is imperative that residents on both sides of Woodward Ave are able to safely traverse Woodward Ave in order for our community to truly be united.

In the interest of time, I would be happy to coordinate the site visit. I propose the last week of October (October 26, 27, and 28) or the first week of November (November 2, 3, and 4). Please email me at mclemence@bhamgov.org or call me at 248-530-1875 with your availability on these dates. I look forward to the opportunity to expand your understanding of the safety issues present and to discuss potential solutions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "m. H. Clemence". The signature is fluid and cursive, with a large, stylized "C" at the end.

Mark H. Clemence

Chief of Police



13TH DISTRICT
BINSFELD OFFICE BUILDING
P.O. BOX 30005
LANSING, MI 48209-7526

MICHIGAN SENATE
STATE SENATOR MALLORY MCMORROW

PHONE: (517) 373-2523
FAX: (517) 373-5669
senmcmorrow@senate.michigan.gov
senate.michigan.gov/mcmorrow

Dear City Manager Markus,

Thank you for reaching out to our office regarding the public safety concerns at the pedestrian crossing at the Brown/Forest intersection in Birmingham. After receiving your letter and hearing concerns from a number of residents, our office reached out to the Michigan Department of Transportation (MDOT) to ensure they are aware of the seriousness of this issue and the steps the department is taking to ensure it gets addressed swiftly. MDOT responded to our office with their solutions for improvements to this pedestrian crossing, their communication is shared below.

What has been done so far:

- MDOT met internally to discuss possible solutions to improve pedestrian safety.
- MDOT collected pedestrian counts for the Woodward at Forest/Brown crosswalk for two days:
 - 9/8/2021, 4:00 pm -5:00 pm, 17 pedestrians crossed (three elderly pedestrians were included and counts as two pedestrians)
 - 9/9/2021, 8:00 am to 9:00 am, 9 ped crossed

MDOT had an onsite meeting with Birmingham's City Manager and city officials at the Woodward/Forest Ave. pedestrian crossing. During the field visit, the team observed pedestrian activity, reviewed intersection geometry, and identified a few immediate action steps for both the city of Birmingham and MDOT.

Immediate action steps for MDOT:

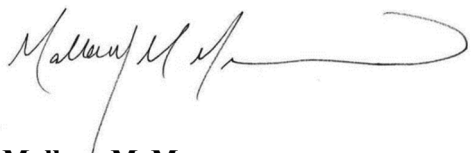
- The Oakland TSC staff will observe pedestrian activities from Forest Ave. to Hazel Street to determine if Forest Ave is the best location for pedestrians to cross.
- MDOT is exploring installing flashing beacons on northbound Woodward Avenue on the existing pedestrian ahead crossing signs.
- MDOT will deploy the speed radar trailer on Woodward Ave.
- MDOT will investigate installing pedestrian countdown signals for SB Woodward at Forest/Brown crosswalk.
- MDOT will evaluate installing a traffic signal with pedestrian countdown signals for NB Woodward at Forest/Brown crosswalk.
- TSC is determining if a pedestrian RSA should be completed.

Actions Steps of City Identified by MDOT:

- The city will investigate removing grown tree branches to improve sight distance.
- The city will investigate installing/changing overhead streetlights.
- The city will provide MDOT with a list of upcoming special events so MDOT can observe and conduct a pedestrian count study.
- The city will provide possible origins and destinations on both sides of Woodward Avenue.
- The city will provide input regarding any pedestrian activity to the south of Forest Ave such as pedestrians crossing near Speedway or transit stops.

As this project is currently in the study phase, MDOT is not able to provide us with a specific timeline, however, we have been assured this is a top priority and has been expedited. We will continue to provide updates as we work with MDOT on identifying solutions at the state level.

Sincerely,



Mallory McMorrow
State Senator
13th District



Mari Manoogian
State Representative
40th District

Cc:

Birmingham City Commission



October 8, 2021

Ms. Gretchen Whitmer, Governor

Ms. Mari Manoogian, State Representative, 40th House District

Ms. Mallory McMorrow, State Senator, District 13

Re: Pedestrian Safety Concerns on Woodward Avenue

Today, it will have been four weeks since we had yet another pedestrian fatality occur on Woodward Avenue at the pedestrian crossing located at the Brown/Forest intersection in Birmingham.

City Manager Tom Markus wrote to each of you on September 23, 2021 and requested your assistance to exercise your executive and legislative oversight and require the Michigan Department of Transportation ("MDOT") to take immediate action to correct the dangerous conditions on Woodward at Brown/Forest to prevent further loss of life. City Manager Markus also requested your assistance to require MDOT to prioritize future funding along Woodward for the improvement of the pedestrian environment.

As noted in our previous letter, extensive public outcry has been received from City residents asking for immediate improvements to address the safety concerns at the dangerous intersection of Woodward and Brown/Forest, and concerns continue to come in from citizens. However, the entire 200' wide Woodward Avenue right-of-way is owned and controlled by MDOT and not by the City. The City's only role in the design and improvement of Woodward Avenue is to investigate incidents, record observations and request assistance and action from MDOT.

In response to our previous correspondence, the City received a joint response letter dated October 4, 2021 from State Senator McMorrow and State Representative Manoogian. This letter stated that both offices reached out to MDOT to ensure they were aware of the seriousness of the safety issues at Woodward and Brown/Forest, and to inquire as to the actions taken by MDOT to swiftly address the dangerous conditions. The letter states that MDOT responded to their request with the following solutions for improvements to this pedestrian crossing:

What has been done so far:

- MDOT met internally to discuss possible solutions to improve pedestrian safety;
- MDOT collected pedestrian counts on September 8 and 9, 2021 for the Woodward at Brown/Forest crosswalk area; and
- MDOT met onsite with City officials and identified action steps for both the City and MDOT.

Immediate Action Steps for MDOT:

- The Oakland TSC staff will **observe** pedestrian activities from Forest to Hazel on Woodward to determine if Brown/Forest is the best location for pedestrians to cross;
- MDOT is **exploring** installing flashing beacons on NB Woodward on the existing pedestrian ahead crossing signs
- MDOT will deploy the speed radar trailer on Woodward;
- MDOT will **investigate** installing pedestrian countdown signals for SB Woodward at Brown/Forest
- MDOT will **evaluate** installing a traffic signal with pedestrian countdown signals for NB Woodward at Brown/Forest
- TSC is **determining** if a pedestrian RSA should be completed. (Emphasis added)

Action Steps of City Identified by MDOT:

- City will investigate removing grown tree branches to improve sight distance;
- City will investigate installing/changing overhead streetlights;
- City will provide MDOT with a list of upcoming specials events so MDOT can observe and conduct a pedestrian count study;
- City will provide possible origins and destinations on both sides of Woodward; and
- City will provide input regarding any pedestrian activity to the south of Forest such as pedestrians crossing near Speedway or transit stops.

While the City appreciates the efforts of Senator McMorro and State Representative Manoojian to reach out to MDOT for a status update, MDOT's response as outlined in the October 4, 2021 letter continues to demonstrate a lack of urgency to address the clear and present danger to pedestrians at the intersection of Woodward and Brown/Forest.

MDOT's response also conflicts with information provided to the City. MDOT has indicated that so far they met internally to discuss possible solutions to improve pedestrian safety, they have collected pedestrian counts for the Woodward and Brown/Forest intersection, and that they have met with City officials on site. However, when City officials met on site on September 22, 2021, the MDOT representatives stated that they had not conducted any pedestrian counts at the intersection.

MDOT's response further provides that their staff will observe pedestrian activities from Forest to Hazel on Woodward, they will explore installing flashing beacons at the Brown/Forest crosswalk, investigate installing pedestrian countdown signals, evaluate adding a new traffic signal, and determine if a pedestrian Road Safety Audit should be completed. Each of these statements were offered as "solutions for improvements to this pedestrian crossing". Yet these "solutions" involve MDOT agreeing only to observe, explore, investigate and evaluate existing conditions and crossing improvements, with no commitment whatsoever to install or implement any permanent improvements. The only site change MDOT proposes is to temporarily deploy a speed radar trailer on Woodward.

However, MDOT's response assigns specific action items and site improvements to the City of Birmingham. This is clearly a deflection of responsibility for the safety, design and operation of Woodward to the City, despite the fact that MDOT owns and controls the entire 200' width of Woodward Avenue. It should also be noted that the information requested from the City with

regards to upcoming special events and possible origins and destinations on Woodward in the vicinity of the Brown/Forest pedestrian crossing were provided directly to the MDOT representatives present at the site visit on September 22, 2021.

Since the site meeting with MDOT representatives, City staff has conducted a site inspection of the MDOT right-of-way to survey existing vegetation to determine if any tree trimming was needed to address sight distance concerns. City staff found that there are no trees, tree limbs or other vegetation obstructing sight distance for pedestrians or drivers, nor any vegetation obstructing any of the existing street lighting located in the MDOT right-of-way. City staff has also surveyed the existing street lighting in the vicinity of the Brown/Forest crosswalk and noted that there are lighting issues in the MDOT right-of-way.

Accordingly, City staff also met with a representative of DTE earlier this week to discuss potential improvements to the overhead street lighting in the MDOT right-of-way. Current deficiencies were noted with regards to overall illumination levels, and light distribution at grade in the vicinity of the Woodward and Brown/Forest pedestrian crossing. After a review of available options, the City Manager has committed to making the lighting improvements to replace the existing high pressure sodium luminaires with new LED luminaires on Woodward from Lincoln to Maple, subject to receiving the appropriate DTE agreements. In addition, the City Manager has committed to purchasing upgraded LED luminaires to provide brighter lighting at the Woodward and Brown/Forest pedestrian crosswalk, subject to receiving the appropriate DTE agreements.

At the conclusion of the on site meeting on September 22, 2021, City officials advised MDOT that immediate action was needed to improve pedestrian safety. The City requested additional signage, lighting, pavement markings or even the addition of containers of pedestrian high visibility orange fluorescent crossing flags on both sides of the Woodward crossing, and to have one or more of these safety measures installed within one week. City officials also asked MDOT to schedule a Road Safety Audit as soon as possible.

Four weeks have now passed, and MDOT has not installed any permanent or temporary pedestrian safety measures at the Woodward and Brown/Forest pedestrian crossing. MDOT officials have not provided any commitment to install or implement any pedestrian safety measures, nor scheduled a Road Safety Audit.

The City of Birmingham has continued to reach out to MDOT over the past month and has specifically requested the consideration of the following safety improvement alternatives for emergency implementation at the Brown/Forest pedestrian crossing:

1. The installation of pedestrian signal heads at the existing west leg of the intersection;
2. The installation of LED Enhanced Warning signs;
3. The installation of advance yield lines and signage on NB Woodward at the uncontrolled crossing, as recommended on page 27 of MDOT's Best Design Practices manual;
4. The installation of additional lighting, with a positive offset, as recommended on page 33 of MDOT's Best Design Practices manual; and/or
5. The installation of a Pedestrian Hybrid Beacon, a pedestrian traffic signal or a grade separated crossing to comply with MDOT's Type D crossing standards.

The only response the City has received from MDOT to date was an email that indicated that MDOT was currently working on a guidance document for the installation of LED Enhanced Warning signs, but the document was still being reviewed by the Traffic Safety Statewide

Alignment Team and had not yet been finalized. Despite this response to delay consideration of LED Enhanced Warning signs, these signs are already installed and in use on I-75 within Oakland County and could certainly be considered for the Brown/Forest crossing on Woodward. Advance yield lines, overhead crossing signage with beacons and rapid flashing beacons are also currently in use on Telegraph due to previous pedestrian fatalities, and could immediately be installed on Woodward at the Brown/Forest pedestrian crossing to prevent additional injury or death.

The City of Birmingham has requested pedestrian crossing improvements at Brown/Forest for many years, and has been told on several occasions that MDOT would conduct safety assessments and studies at this intersection, and get back to us with recommendations. The same answer is given each time...MDOT will study the issue. Yet, the dangerous situation remains.

Once again, MDOT has indicated in their response to Senator McMorrow and State Representative Manoogian that they are currently "in the study phase" and thus unable to provide a specific timeline for the implementation of pedestrian safety measures on Woodward at Brown/Forest. This is simply not enough. Two pedestrians have lost their lives at this intersection over the past 13 months, and still no improvements have been made. Years have passed in which MDOT has had more than enough time to study the issues at this crossing. Immediate action is needed, and it is incumbent upon each of you as elected officials to ensure that pedestrian improvements are installed and/or implemented immediately to protect the health, safety and welfare of our citizens.

The City of Birmingham requests your intervention to compel MDOT to take immediate corrective action at the pedestrian crossing at Woodward and Brown/Forest through the installation of pedestrian signals, LED Enhanced Warning signs, advance yield lines, positive offset lighting and/or pedestrian hybrid beacons or other safety measures. Further, the City requests your assistance to compel MDOT officials to appear before the Birmingham City Commission on October 25, 2021 to inform the public of both immediate and long term plans to address the pedestrian safety issues on Woodward at Brown/Forest to reduce the clear and present danger to our citizens.

Yours truly,

Jana L Ecker,
Assistant City Manager

Cc: Paul Ajegba, Director, MDOT
Chuck Moss, Oakland County Commissioner
Thomas Markus, Birmingham City Manager
Birmingham City Commission
City Department Heads



October 13, 2021

Ms. Gretchen Whitmer, Governor

Ms. Mari Manoogian, State Representative, 40th House District

Ms. Mallory McMorrow, State Senator, District 13

Re: Pedestrian Safety Concerns on Woodward Avenue

Birmingham City Manager Tom Markus wrote to each of you on September 23, 2021 and requested your assistance to exercise your executive and legislative oversight and require the Michigan Department of Transportation ("MDOT") to take immediate action to correct the dangerous conditions on Woodward at Brown/Forest to prevent further loss of life. City Manager Markus also requested your assistance to require MDOT to prioritize future funding along Woodward for the improvement of the pedestrian environment.

Birmingham Police Chief Clemence wrote to you on October 4, 2021, again seeking your assistance to motivate MDOT to immediately address pedestrian safety concerns at the intersection of Woodward and Brown/Forest. And further, to request that MDOT move forward with a comprehensive review of Woodward Avenue to address pedestrian safety as a whole and to integrate the road into the fabric of our walkable community.

I also wrote to each of you again on October 8, 2021 requesting your intervention to compel MDOT to take immediate corrective action at the pedestrian crossing at Woodward and Brown/Forest through the installation of pedestrian signals, LED Enhanced Warning signs, advance yield lines, positive offset lighting and/or pedestrian hybrid beacons or other safety measures.

To date, more than four weeks after the second pedestrian death occurred at the intersection of Woodward and Brown/Forest, MDOT has not made any permanent or temporary improvements to the existing pedestrian crossing despite ongoing requests for immediate action.

What has MDOT done? They have placed a speed trailer in the median in the vicinity of the crosswalk. In addition, on October 12, 2021 MDOT officials advised the City's transportation consultants at Fleis and VandenBrink that a quote has been requested from the Road Commission for Oakland County ("RCOC") for the following:

- The installation of pedestrian signal heads on the southbound leg of the Woodward and Brown/Forest intersection on the existing signal equipment; and

- The installation of a flashing beacon to the existing advance crosswalk signage located in advance of the marked crosswalks on both the northbound and southbound lanes of Woodward.

While the installation of pedestrian signal heads on the southbound leg of the intersections would certainly enhance the safety of this portion of the pedestrian crosswalk, the addition of flashing beacons to existing signage will likely have a minimal effect on enhancing pedestrian safety in the crossing on the northbound leg of the intersection. Safety measures that would directly improve the safety of pedestrians on the northbound leg include the installation of LED Enhanced Warning signs, advance yield lines, positive offset lighting and/or pedestrian hybrid beacons at the pedestrian crossing, as previously requested by the City of Birmingham.

With that being said, the City is thankful that MDOT has now recognized the pedestrian safety concerns at the intersection of Woodward and Brown/Forest, and has agreed that physical improvements are necessary to ensure the safety of pedestrians at this location. The City certainly supports the installation of the above elements offered by MDOT as an interim measure.

However, MDOT has also advised that they do not have any funding available to implement even the above interim improvements, but that they are able to install the pedestrian signal heads and flashing beacons immediately if the City is willing to fund these improvements. Once again, MDOT's response is to deflect responsibility for safety issues in their right-of-way to the City of Birmingham, despite the fact that MDOT owns and controls the entire 200' width of Woodward Avenue.

This latest response from MDOT raises yet more questions:

- When will the estimated costs be available from the RCOC?
- Is MDOT requesting that the City of Birmingham pay for needed safety improvements on a roadway under MDOT's jurisdiction?
- Is MDOT asking the City of Birmingham to front the costs of these interim safety measures and then reimburse the City these funds at some specified future date?
- If so, when will MDOT be able to free up money to reimburse the City of Birmingham?
- Is it standard practice for MDOT to shirk responsibility for the design, operation and safety of State owned roads and deflect them onto local communities?
- How is it that MDOT has no money available to address clear and pressing pedestrian safety issues only two weeks into the start of their fiscal year?

MDOT continues to demonstrate to the citizens of Birmingham, and all Michigan residents, a lack of urgency to address clear and present danger to pedestrians on roadways owned and operated by MDOT. I implore each of you as elected officials to ensure that pedestrian improvements are installed and/or implemented immediately to protect the health, safety and welfare of our citizens.

Once again the City of Birmingham requests your intervention to compel MDOT to take immediate corrective action at the pedestrian crossing at Woodward and Brown/Forest through the installation of pedestrian signals, LED Enhanced Warning signs, advance yield lines, positive offset lighting and/or pedestrian hybrid beacons or other safety measures. Further, the City requests your assistance to compel MDOT officials to appear before the Birmingham City Commission on

October 25, 2021 to inform the public of both immediate and long term plans to address the pedestrian safety issues on Woodward at Brown/Forest.

Yours truly,

Jana L Ecker,
Assistant City Manager

Cc: Paul Ajegba, Director, MDOT
Chuck Moss, Oakland County Commissioner
Thomas Markus, Birmingham City Manager
Birmingham City Commission
City Department Heads

Manager's Report – Woodward Avenue Updates

At the City Commission meeting on October 25, 2021, representatives from the Michigan Department of Transportation ("MDOT") appeared before the Commission in response to public pressure to address the urgent safety concerns at the pedestrian crossing at Woodward and Brown/Forest. As outlined in numerous letters to MDOT, Governor Whitmer and State legislators, the City requested that MDOT take immediate corrective action at the pedestrian crossing at Woodward and Brown/Forest through the installation of pedestrian signals, LED Enhanced Warning signs, advance yield lines, positive offset lighting and/or pedestrian hybrid beacons or other safety measures. The MDOT officials present committed to the immediate installation of flashing lights for the pedestrian crossing signs to draw attention to the crosswalk, and to the installation of a new signal for northbound Woodward to stop traffic, as well as pedestrian signals for both the north and southbound lanes of Woodward in 2022.

Since the October 25, 2021 City Commission meeting, the City has received a formal commitment letter from MDOT (attached) outlining MDOT's plans to address the pedestrian safety concerns at Woodward and Brown/Forest. In addition, City officials have met via Zoom to discuss the design and layout of temporary measures to install the flashing lights on the crosswalk signs on both northbound and southbound Woodward. MDOT proposes to provide power for the flashing lights using overhead lines to allow for installation of the lights immediately. MDOT advised that this is a temporary condition to allow for immediate implementation. MDOT stated that they will study running electricity underground as part of the final signal design plan. On November 17, 2021, City staff met onsite with MDOT staff and Road Commission of Oakland County ("RCOC") staff (who will be installing the flashing lights) to finalize temporary pole locations to minimize conflicts with existing trees. Finally, MDOT officials have confirmed that the new traffic and pedestrian signals are currently in the design phase, and MDOT has committed to continue to involve the City in the design and planning process. Installation of the new signals is anticipated in the fall of 2022. The City has also began the process of applying to MDOT for a "road diet" on Woodward in order to reduce the number of travel lanes for cars and to create a complete street that is accessible to all modes of transportation, for people of ages and abilities. Currently, the City's transportation consultants are conducting all of the background research and studies to meet all of the requirements on MDOT's Road Diet Checklist. City staff will continue to work with our consultants and the Multi-Modal Transportation Board to complete all of MDOT's requirements, and finalize our application for review and approval by the City Commission early in 2022.

In addition to the intersection improvements discussed above, the City Commission also approved funding an upgrade to Woodward Avenue's median lighting located in the MDOT right-of-way. Approved upgrades included a conversion to LED lighting between Maple Road and Lincoln St., and to higher illumination LED lighting at the Woodward and Brown/Forest pedestrian crossing to enhance the safety of the crossing. DTE committed to completing the lighting improvements by the end of the year. As of November 12, 2021, DTE has completed the installation of the LED lighting approved by the City Commission on October 5, 2021. The upgraded LED lighting will enhance pedestrian safety at Woodward and Brown/Forest, and will reduce lighting costs over time.

Finally, the City Commission also directed City staff to seek approval from MDOT for a pedestrian crosswalk flag system previously installed on Woodward Avenue at the Brown/Forest crossing.

An application was submitted to MDOT immediately following the City Commission meeting on October 25, 2021 and was subsequently approved by MDOT. Shortly thereafter, the pedestrian flags and containers were removed by an unknown party. Replacement equipment is on order and will be installed in the same location in accordance with MDOT's approval upon receipt.



**BIRMINGHAM CITY COMMISSION
REGULAR MEETING, JULY 11, 2011
RESOLUTION # 07-185-11**

Present: Commissioners Dilgard, Hoff, McDaniel, Moore, Nickita, and Sherman
Absent: Mayor Rinschler

MOTION: Motion by Hoff, seconded by Dilgard:
To formally support the Complete Streets principles in the City of Birmingham:

WHEREAS, Complete Streets are defined as a design framework that enables safe and convenient access for all users, including pedestrians, bicyclists, transit riders, and drivers of all ages and abilities: and

WHEREAS, the Michigan Legislature adopted Public Acts 134 and 135 of 2010 to enact Complete Streets legislation that requires the Michigan Department of Transportation to consider all users in transportation related projects; and

WHEREAS, Complete Streets are achieved when transportation agencies routinely plan, design, construct, re-construct, operate, and maintain the transportation network to improve travel conditions for bicyclists, pedestrians, transit, and freight in a manner consistent with, and supportive of, the surrounding community; and

WHEREAS, development of multi-modal transportation infrastructure, including accommodations for pedestrian, bicycle, and transit riders, offers long-term cost savings by reducing costly infrastructure retrofits and opportunities to create safe and convenient non-motorized travel; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the public life and efficient movement of people than streets designed primarily to move automobiles; and

WHEREAS, increasing active transportation (e.g. walking, bicycling and using public transportation) offers the potential for improved public health, economic development, a cleaner environment, reduced transportation costs, enhanced community connections, social equity, and more livable communities; and

WHEREAS, existing City of Birmingham plans and policies already support principles that facilitate progress toward developing a network of Complete Streets consistent with the objectives of the Michigan Complete Streets legislation and with the practices promoted by the National Complete Streets Coalition; and

WHEREAS, Complete Streets principles have been and continue to be adopted nation-wide at state, county, MPO, and city levels in the interest of proactive planning and adherence to federal directives that guide transportation planning organizations to promote multi-modal transportation options and accessibility for all users; and

WHEREAS, the adoption of this Complete Streets Proclamation allows the City of Birmingham to remain competitive in the pursuit of future state transportation project funding.

NOW, THEREFORE, BE IT RESOLVED, that the City of Birmingham City Commission hereby declares its support of Complete Streets policies and further directs City staff to develop a set of proposed policies and procedures to implement Complete Streets practices to make the City more accommodating to all modes of travel, including walkers, bicyclists and transit riders, of all ages and abilities.

VOTE: Yeas, 6
 Nays, None
 Absent, 1 (Rinschler)

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Birmingham City Commission at their regular meeting of July 11, 2011.

Laura M Pierce

Laura M. Pierce
City Clerk





**BIRMINGHAM CITY COMMISSION
REGULAR MEETING, JULY 25, 2011
RESOLUTION # 07-196-11**

Present: Mayor Rinschler, Commissioners Dilgard, Hoff, McDaniel, Moore, Nickita, and Sherman
Absent: None

MOTION: Motion by Hoff, seconded by McDaniel:
To support Regional Transportation Planning:

WHEREAS, existing City of Birmingham plans and policies already support principles that facilitate progress toward developing a network of Complete Streets to promote multi-modal transportation options and accessibility for all users;

WHEREAS, development of multi-modal transportation infrastructure, including accommodations for pedestrian, bicycle, and transit riders, offers long-term cost savings by reducing costly infrastructure retrofits and opportunities to create safe and convenient motorized and non-motorized travel;

WHEREAS, multi-modal regional transportation planning, including a Regional Public Transportation System, is vital to the needs of the metropolitan Detroit Region, including Macomb, Wayne and Oakland Counties ("the Region");

WHEREAS, multi-modal regional transportation planning, including a comprehensive Regional Public Transportation System, is core to a sound economic development strategy for Birmingham and the Region;

WHEREAS, SEMCOG has indicated a good transit system can attract development, businesses, tourism, and conventions, and helps to connect people to jobs, making the Region more economically competitive;

WHEREAS, the economic viability of the Region depends on the ability of workers to get to jobs using a comprehensive Regional Public Transportation System that includes multi-modal transportation alternatives, including the provision of both fixed transit routes and flexible para-transit;

WHEREAS, the basic needs of some residents of the Region can only be met through the provision of multi-modal transportation options, including a Regional Public Transportation System (ie. For travel to medical office visits, grocery shopping etc.);

WHEREAS, increasing active transportation (e.g. walking, bicycling and using public transportation) offers the potential for improved public health, economic development, a cleaner environment, reduced transportation costs, enhanced community connections, social equity, and more livable communities;

WHEREAS, multi-modal regional transportation planning, including a Regional Public Transportation System, will provide mobility options to local residents of all ages and abilities;

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the public life and efficient movement of people than streets designed primarily to move automobiles;

WHEREAS, The City of Birmingham has supported area-wide public transit by being an "opt-in" community in support of SMART since the system was established in 1996;

WHEREAS, the City of Birmingham recently declared its support of Complete Streets policies and directed City staff to develop a set of proposed policies and procedures to implement Complete Streets practices to make the City more accommodating to all modes of travel, including walkers, bicyclists and transit riders, of all ages and abilities;

WHEREAS, Complete Streets are only achieved when transportation agencies routinely plan, design, construct, re-construct, operate, and maintain the transportation network to improve travel conditions for bicyclists, pedestrians, transit, and freight in a manner consistent with, and supportive of, the surrounding communities;

WHEREAS, the City of Birmingham has supported regional planning efforts through its ongoing membership in regional organizations, including SEMCOG and the Woodward Avenue Action Association;

WHEREAS, the communities in South Oakland County along the Woodward corridor have an opportunity to obtain federal grant funding to study the possibility of the future extension of light rail north along Woodward into Oakland County;

NOW, THEREFORE, BE IT RESOLVED that the City of Birmingham is committed to working directly with other local jurisdictions along the Woodward corridor to seek funding opportunities to study the future extension of light rail north along Woodward from the northern terminus of the light rail system currently proposed by the City of Detroit into Oakland County;

IT IS FURTHER RESOLVED that a copy of this resolution be sent electronically to all municipalities in Oakland County along the Woodward corridor, all Oakland County Commissioners, County Executive L. Brooks Patterson, and Mayor David Bing, City of Detroit.

VOTE: Yeas, 7
 Nays, None
 Absent, None

I, Laura M. Pierce, City Clerk of the City of Birmingham, do hereby certify that the above is a true and correct copy of a resolution adopted by the Birmingham City Commission at their regular meeting of July 25, 2011.



Laura M. Pierce
City Clerk



MULTI-MODAL TRANSPORTATION PLAN

November 25, 2013



for consideration by:



submitted by:



5.3 WOODWARD AVENUE

Concurrent with the development of this plan are two regional planning efforts that address the entirety of Woodward Avenue to determine how this iconic corridor can integrate new transit alternatives and become a true complete street. The recommendations in this report are to help inform those studies. While Woodward Ave’s transition to a true complete street will take some time, some elements, such as improving the crossing at Oak Street can be undertaken immediately that will provide safety and mobility improvements.

During the Visioning Workshop participants were asked about their vision for the Woodward and overall there was a desire to create more of a “Main Street” feel along the corridor. Some of the key items that were identified for this corridor included parallel parking, a designated transit lane, sidewalks, landscape buffer and a designated bicycle facility in the form of a bike lane or one-way cycle track.

CONCEPTUAL DESIGN:

Using the space between the buildings and the travel lanes, a “Main Street” area within the Woodward Corridor is created. The following conceptual design provides a more pedestrian scaled area that incorporates on-street parking with a service drive, sidewalk, and bike lane that are all buffered from Woodward Avenue by a landscaped median and transit lane.



KEY ELEMENTS:

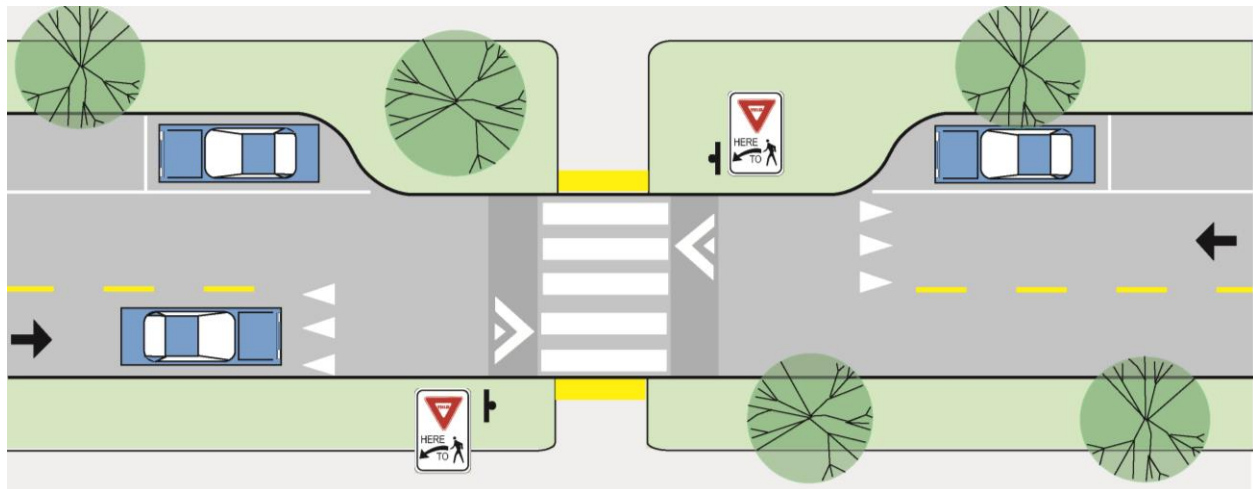
- Parallel parking between the service drive and sidewalk
- 8' wide sidewalk
- 8' wide landscape buffer with areas for transit stops
- Outside motor vehicle lane designated as transit lane
- Bike lane along left side of service drive and buffered from Woodward Avenue
- Trees and café areas extend into parking spaces as appropriate for context
- Curb extensions and pedestrian crosswalks provided at transit stops
- Bicycle parking provided on curb extensions near transit stops
- Pedestrian scale street lighting with flower baskets and/or banners
- Decorative brick pavers used in the service drive and parking areas
- "Pork-chop" diverters provided in unused areas of intersection where local roads intersect Woodward Avenue at an angle
- Green pavement markings placed in areas where there is potential for conflict between bicycle and automobiles to increase visibility of the bike lanes



PROPOSED ROAD CROSSING IMPROVEMENTS ON WOODWARD AVENUE:

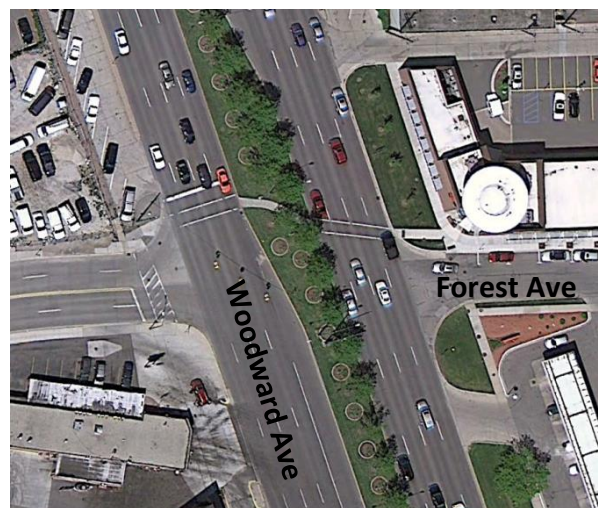
A raised crosswalk is proposed across the service drive on the northeast corner of Woodward Avenue and E Maple Road.

Raised crosswalks are crosswalks constructed 3" to 4" above the elevation of the street and serve as a traffic calming measure by extending the sidewalk across the road and bringing motor vehicles to the pedestrian level. By extending the sidewalk across the road at an elevation the raised crosswalk reduces vehicle speeds and improves pedestrian visibility.



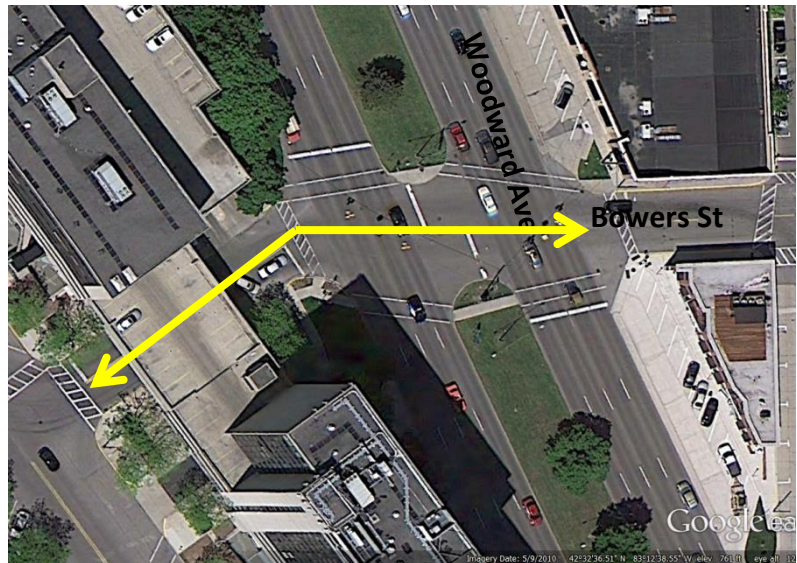
The Michigan Department of Transportation has proposed a full traffic signal in both directions at or near the intersection of Forest Avenue.

Currently, southbound traffic is stopped at the crosswalk by a signal, but the northbound traffic is not controlled by a signal. Pedestrians crossing the four northbound lanes at a gap in traffic frequently conflict with motorists turning right from Forest Avenue.

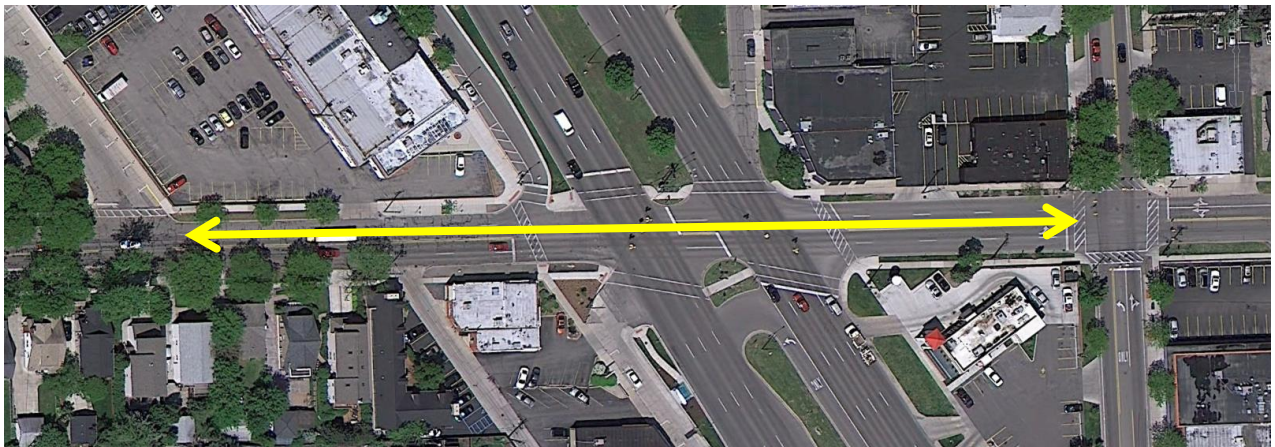


Colored Shared Lane Markings are proposed on Bowers Street through the Woodward Avenue intersection to help bicyclists cross the road.

Colored pavement with Shared Lane Markings increases visibility of the facility identifies potential areas of conflict and reinforces priority to bicyclists through the intersection.



Colored Shared Lane Markings are proposed on E Lincoln Street between Ann Street and Adams Road to help bicyclists navigate through the intersection.



Colored pavement with Shared Lane Markings increases visibility of the facility, identifies potential areas of conflict and reinforces priority to bicyclists in conflict areas.

This improvement may be implemented as part of a 2014 road resurfacing project as noted under CIP Opportunities.

A new pedestrian signal is proposed at Oak Avenue to help pedestrians and bicyclists cross Woodward Avenue.

Currently, there is a signal at Oak Avenue on Woodward Avenue but no pedestrian crossing. It is important to provide a crossing here, as it is part of the east-west neighborhood connector route along Oak Avenue and Derby Road that provides an alternative to Maple Road. Also, there are limited road crossing opportunities on Woodward Avenue between Maple Road and Quarton Road.

CONCEPTUAL ROUTING:



Provide Enhancements to the Pedestrian Environment at Road Crossings along Woodward Avenue.

Due to Woodward Avenue's significance as a regional motor vehicle corridor it should be noted that there is not much that can be done to change the signal timing and it should be expected that most pedestrians will probably end up spending a cycle of the light in the median. Waiting in the median of Woodward Avenue can be an intimidating environment for pedestrians so enhancements should be made if pedestrians are expected to spend any period of time out there. In order to provide a better sense of enclosure and protection and make the median more pedestrian friendly the following enhancements should be considered:

- Art
- Landscaping
- Low retaining walls that provide seating opportunities and a physical separation from the roadway
- Overhead structures that add visual interest and enclosure

All enhancements should be designed such as to not impede visibility between pedestrians and motorists.



IN THE CITY OF FERNDALE A CROW'S NEST SCULPTURE WAS INCORPORATED IN THE MEDIAN AT WOODWARD & 9 MILE

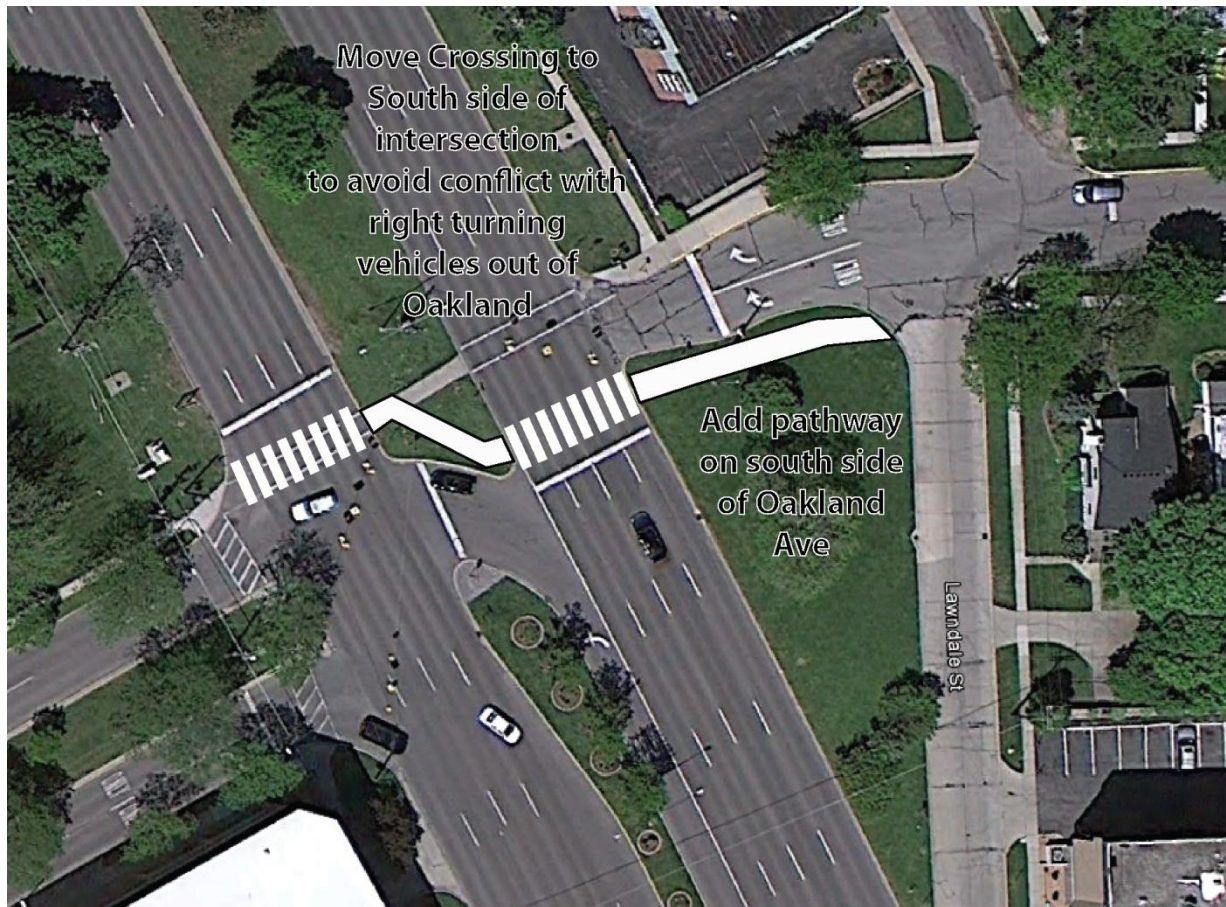


A SHELTER IS PROVIDED IN THE MEDIAN ON GRAND RIVER IN EAST LANSING

Provide for two-way bicycle traffic at intersection with Oakland Avenue

Oakland Avenue is indicated at a bike route connecting downtown to the neighborhoods on the west side of Woodward Avenue. Presently, Oakland is one-way for one block just east of Woodward Avenue and is comprised of two right-only turn lanes. This presents a number of challenges. First, the right turning movements from Oakland Avenue to northbound Woodward Avenue conflict with pedestrians and bicyclists in the crosswalk. Second, east-bound bicyclists crossing Woodward are forced onto a narrow sidewalk and have an awkward entrance back onto Oakland Avenue.

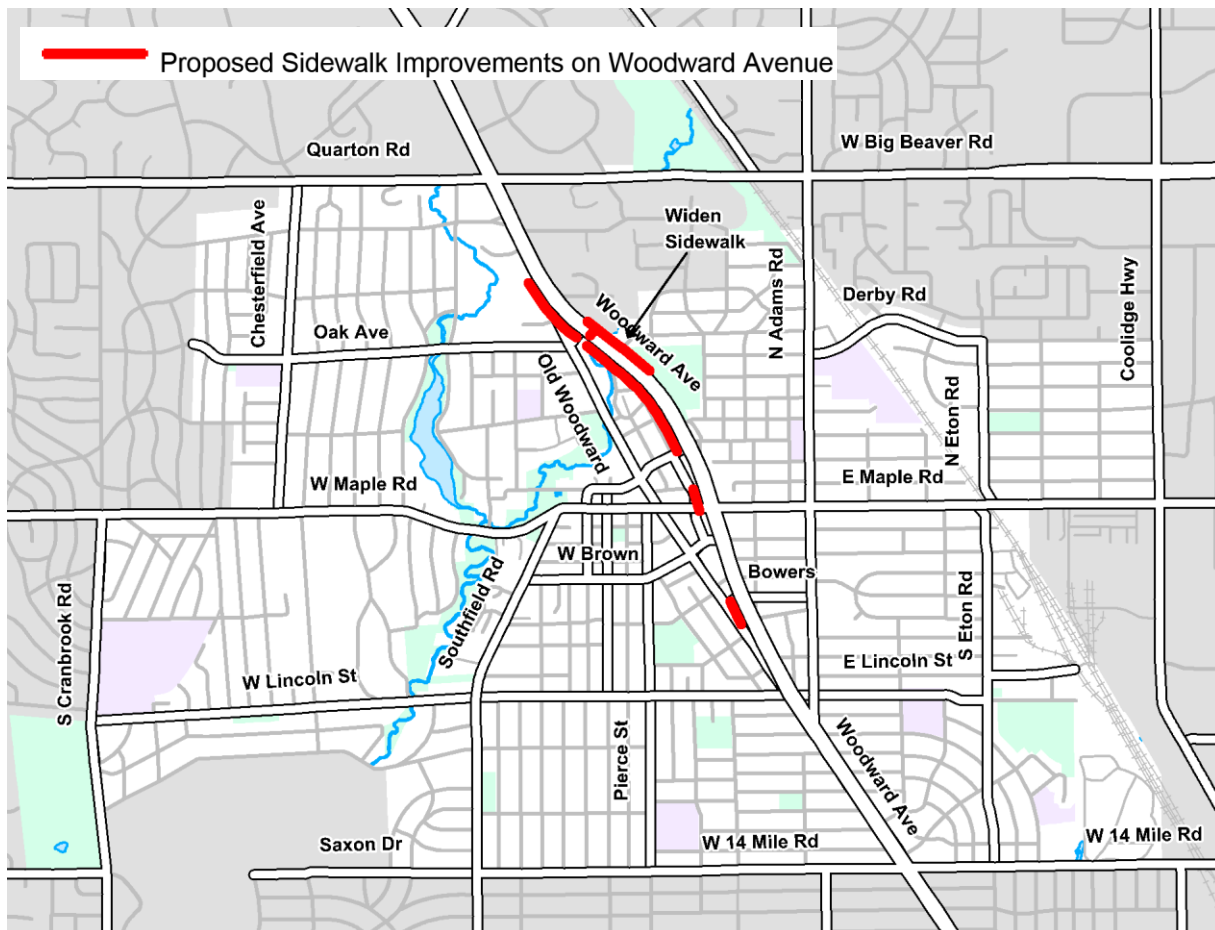
To address this situation, the crosswalk on north-bound Woodward is proposed to be moved to the south side of the intersection. This eliminates the conflict with right turning vehicles from Oakland Avenue onto north-bound Woodward Avenue. Also, a shared-use pathway is proposed on the south side of Oakland Avenue for the one block which the road is one-way to allow bicyclists to by-pass this one block and easily merge back into the two-way traffic east of Lawndale Street.



PROPOSED SIDEWALK IMPROVEMENTS ON WOODWARD AVENUE:

It is recommended that the City of Birmingham work with MDOT to implement the proposed sidewalk improvements.

- Complete sidewalk gaps along the west side of Woodward Avenue in the City of Birmingham
- Widen Sidewalk on east side of Woodward Avenue between Oak Avenue and the proposed pathway in Poppleton Park to 10' wide to accommodate bicycle and pedestrians. When implementing it is probably more appropriate to remove the old sidewalk and rebuild a new 10' wide pathway for this segment.



WOODWARD AVENUE IMPLEMENTATION:

Since Woodward Avenue is under MDOT jurisdiction it is recommended that the City of Birmingham work with MDOT to ensure the proposed recommendations along Woodward Avenue are implemented.

DOWNTOWN BIRMINGHAM 2016

*A Master Plan for the
City of Birmingham, Michigan*

1 November, 1996
FINAL REPORT
(REVISED)

RECOMMENDATIONS, APPENDICES & IMPLEMENTATION

Andres Duany and Elizabeth Plater-Zyberk
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Town Planning, Landscape Architecture, Retail Consulting

Glatting Jackson Kercher Anlin Lopez Rinehart
Community Planning and Traffic Engineering

The Green Group, Inc.
Market Research

Mckenna Associates, Inc.
Community Planning and Urban Design

CIRCULATION 1

Finding: Traffic is too fast on certain downtown streets for the comfort and safety of pedestrians. Also, some downtown streets are too wide for traffic needs.

Discussion: Unnecessarily wide streets adversely affect the pedestrian and the business environment of a downtown. Wide streets encourage speeding, increase the distance a pedestrian must cross at an intersection, and restrict the amount of streetscape available for non-vehicular use. Although the comfort of the pedestrian is a subjective measure, the issue of safety is not. An accident at less than 20 m.p.h. rarely leads to a fatality. Furthermore, retail thrives on high volumes of traffic moving slowly past shopfronts, creating the opportunity for drive-by shopping. High-speed vehicles also limit the ability of bicycle traffic to share the thoroughfare.

Recommendation: Adjust certain downtown street widths in a variety of ways to better accommodate pedestrians and calm traffic as follows:

- Maintain street widths along Maple Road (between Hunter and Poppleton). Control the possibility of cut-through traffic from the enlarged Kroger store by adding a choke point on Poppleton at Knox and a traffic signal at the Maple and Poppleton intersection. Diagonal street closures are not advised at this location because of the political divisiveness of their potential traffic impacts.
- Restore two-way traffic to Martin (between Southfield and Pierce) and Park Streets (between Maple and Hamilton). These one-way trajectories are a nuisance to pedestrians, while two-way traffic helps to slow down cars.
- Redesign the street pavement along North Woodward Avenue so that traffic slows down to a speed commensurate with the pedestrian setting of the "Arts District." This would involve rebuilding Woodward between the Ring Road and Oak Street by installing diagonal parking on both sides or along a newly created median.
- Provide diagonal parking to serve Booth Park on the south side of Harmon Street.
- Add parallel parking to both sides of Chester Street between Maple and Brown. This will slow down traffic on the north-south leg of the Ring Road, partially



Illus. 20. Woodward Avenue at Gallery Row is unnecessarily wide, allowing cars to move too fast. The addition of a median would control speed and increase parking.

redistribute traffic to the north-south leg of Southfield Road (between Maple and Brown), and enhance the use of the Chester Street Garage by making it pedestrian-accessible from downtown.

- Add parallel parking to one side of Willits Street between Woodward and Chester, and to both sides of Brown Street between Woodward and Chester. This street narrowing will slow down traffic on both of the east and west legs of the Ring Road.
- Consider installing a linear trolley on Woodward from Oak Street to Lincoln Street.

References: The difficulty in crossing streets was a recurring topic of public meetings during the charrette.

- Precedent: downtown Charleston, S.C., where parking lanes are 7 feet wide and travel lanes are 10 feet wide.
- For traffic speed affecting retail, see GPG.
- Excerpts from the *ITE Guidelines for Residential Street Design*, Appendix C – 1, and the *AASHTO Manual and Skinny Streets for Residential Neighborhoods*, Appendix C – 2.
- Appendices C – 3, C – 4, C – 6, and C – 7.
- Illus. 20.

CIRCULATION 2

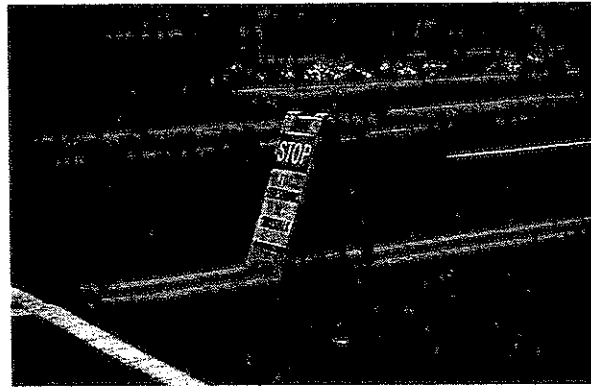
Finding: Some intersections are perceived by pedestrians as difficult to cross.

Discussion: Improvements on Ring Road have increased its traffic flow by only 2 percent. Vehicular use is only 29 percent of the road's capacity, yet its excessive speed prevents pedestrians from feeling comfortable crossing at the all-important intersections. Traffic speeds are high, partly because of the very wide curb radii, which are more appropriate to a highway than to a downtown. These stream-form geometries, including the "banana" and "pork chop" medians of the free right turns, contribute to the prevailing atmosphere of the Ring Road as an auto-dominant environment.

In addition, because the zebra crosswalk striping at the larger intersections is too narrow, too lightly hatched, and too worn out to be effective, supplemental sign boards have had to be installed.

Recommendation: Adjust certain downtown street widths in a variety of ways to better accommodate pedestrian use of crosswalks and to calm traffic.

- Reconfigure the intersection of Maple Road and Park-Peabody to provide greater mobility for drivers and pedestrians. Add a short/long phase (15 sec./45 sec.) traffic signal, with a free right and no left turn. This will tend to reduce stacking at the short block to the west of the intersection. Reduce the corner radii on only the northeast and southeast corners of the intersection, thereby creating a comfortable pedestrian crossing on east side of Park-Peabody, while maintaining free-flow right turns on the other.
- Reattach the large pork chop island to the northeast corner of the Woodward Avenue and Oakland Street intersection, and restore it to park land or urban uses. This will reduce the crossing distance for pedestrians. The right turn from westbound Oakland onto northbound Woodward, now made in a separate section of the roadway, will be made in the normal manner from the right-hand lane of the existing roadway.
- Reconfigure the northwest corner of the intersection of Chester Street and Maple Road by eliminating the dedicated right-turn lanes from southbound Chester onto westbound Maple. Reattach the pork chop island as a bulb-out. In a similar manner, reattach the pork chop island at the intersection of Chester and Willets to create a bulb-out at the other end of the Chester block. The resulting reconfiguration creates a parking or drop-off lane for the Christian Science Church, which was specifically requested by church representatives.
- Reconfigure the southwest corner of the intersection of Chester Street and Maple Road by eliminating one of the two right-turn lanes from Maple onto southbound Chester and by reducing the curb radius. This will substantially reduce the speed of cars making this turn and restore pedestrian accessibility to the Chester Street Garage.
- Reconfigure the street closure on Chester Street at Brown Street, replacing it with a single-lane choke point and a locked gate accessible to emergency vehicles.
- Reconfigure the northeast corner of the intersection of Woodward Avenue and Brown Street by using a bulb-out to reclaim the small traffic island as streetscape for



Illus. 21. This sign is a symptom of a place badly in need of a pedestrian-friendly redesign.



Illus. 22. Most of the trajectory of the Ring Road is too wide for the traffic it must carry (it is at 29 percent capacity). It can easily be narrowed by parking.

pedestrians. The right turn from Brown onto northbound Woodward, now made from a separate lane, would be made in the conventional manner.

- Create circular traffic islands at the northwest and southeast corners of the intersection of Maple Road and Woodward Avenue. These islands will shorten pedestrian crossing distances. In addition, one island creates a site for the Civil War Monument at a location approximating the historic one, while the other island is a site for a future civic monument.
- Repaint the pedestrian crossings to modern standards.

References:

- Glatting Jackson Kercher.
- Research state standards, since these streets are usually Michigan Department of Transportation roads.
- Appendices C – 4, C – 5, C – 6, and C – 7.
- Illus. 21, 22, and 23.



Illus. 23. This “pork chop” island is associated with high-speed highway engineering, not a downtown.

CIRCULATION 3

Finding: Neighborhood residents are concerned about cut-through traffic.

Discussion: Cut-through traffic is a problem notoriously difficult to alleviate. Closing streets is certainly not a solution, because the traffic is simply redirected along parallel streets. A more subtle maneuver is to install traffic-calming measures, because of the fact that cars are not intrinsically dangerous until they are permitted to move fast. A careful balance must be struck between the motorists’ rights and the community environment. Avoid the premature installation of overly restrictive traffic-calming techniques, as this sets a precedent that may not be sustainable. Some calming measures cannot be used at additional locations, even within the same neighborhood.

Recommendation:

- Maintain the City policy of not closing through access on any street.
- Study and apply a series of traffic-calming measures, such as choke points, speed humps, diagonal parking, and bike lanes. These techniques are preferred over street closings, because they reduce volume and speed

but do not restrict access. Traffic-calming measures should be part of a careful program; if not, they can be piecemeal and divisive.

- Generally update the design and operation of neighborhood streets (outside of the Master Plan area) with the implementation of a street width policy that tailors streets to their specific use and function and prevents unnecessary widening.

References: Glatting Jackson Kercher has prepared a “decision tree” with criteria for selecting street widths, which is not part of this Master Plan (see Appendix C – 8.).

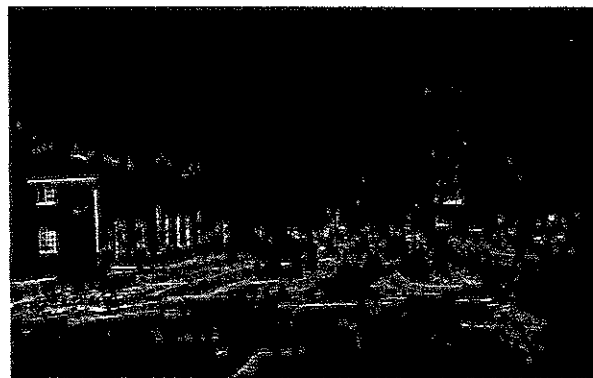
- Precedent: Speed humps are now used in Farmington Hills to calm traffic.
- Appendices C – 1 and C – 2.

CIRCULATION 4

Finding: Hunter Boulevard is an eyesore and is difficult to cross.

Discussion: The problem is that Hunter Boulevard, despite its appellation, is designed as a highway, which is a high-speed thoroughfare, as opposed to a boulevard, which is a thoroughfare designed to traverse an urban fabric. Hunter Boulevard is not within the jurisdiction of this Master Plan. However, the recently published recommendations of the Woodward Avenue Corridor Study made excellent sense in proposing that Hunter have a boulevard section. A boulevard, with landscaped service roads at its sides, would beautify the thoroughfare dramatically and create an environment markedly more adapted to pedestrians.

On a related matter, MDOT is preparing to implement their first traffic circle as a demonstration project. There is hardly an intersection anywhere that is calling for the resolution of a traffic circle more obviously than the southern intersection of Woodward and Hunter. A traffic circle in combination with the proposed sculpture would create an unforgettable entrance to Birmingham. This is important, as it is currently quite possible to drive past Birmingham without knowing it.



Illus. 24. This small portion of boulevard section should be used as the model for the remainder of Hunter Boulevard.

Recommendation: This Master Plan endorses the boulevard recommendations of the Woodward Avenue Corridor Study and urges the City Commission to apply soon for the MDOT demonstration project, which will probably have a very protracted schedule.

References:

- Allan Jacobs, *Great Streets* and videotape on boulevards.
- Illus. 24.

CIRCULATION 5

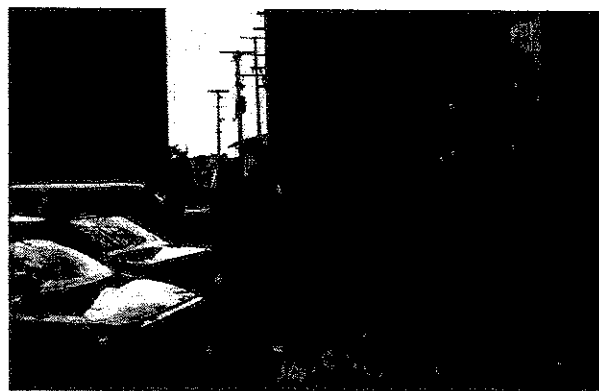
Finding: The alleys behind commercial buildings may not be used to their full potential.

Discussion: There are several alleys downtown. Some of them are undeniably picturesque and among the most interesting spaces in Birmingham. There is a natural tendency to consider them candidates for gentrification, but it must also be remembered that the primary function of an urban alley is to service shops, particularly for deliveries and trash removal. Most alleys should be kept neat and well lit, the buildings painted, and the graffiti immediately eliminated, but the service function should not be compromised. There are, however, other alleys that are only lightly used for service. These may be differentiated by the designation "passage," which indicates a pedestrian function. Passages may be held to a higher standard, similar to sidewalks, and maintained and patrolled by the City accordingly. Outdoor dining in particular, which is already occurring, should be encouraged.

Recommendation: Designate downtown alleys as either "alleys" or "passages" according to the plan in Appendix C – 9. Alleys should remain as service places, while passages should be treated as sidewalks.

References:

- Precedent: The passage at Via Mizner off Worth Avenue in Palm Beach, Florida.
- Appendix C – 9.
- Illus. 25.



Illus. 25. Alleys are necessary to service downtowns. They should be clean and well-maintained, but not gentrified.

CIRCULATION 6

Finding: There is a green corridor adjacent to downtown Birmingham.

Discussion: The public park, which is an extension of the Rouge River regional corridor, provides an opportunity for bicycle and pedestrian connections to the CBD and Booth Park. Residents of the neighborhoods to the east and north, particularly children, would use and enjoy a trail along this greenway. The trail need not be extended past the City line to other municipalities.

As to the prospect of crime, pedestrian traffic on the trail would actually help deter crime. Crime in a public place is inversely proportional to the number of people who use it.

Recommendation: Develop a trail to the downtown, taking advantage of the publicly owned Rouge River corridor. To minimize its environmental impact, the trail's paving should be as light as possible.

References:

- Oscar Newman, *Defensible Space*.
- Appendix C – 9.

CIRCULATION 7

Finding: A concern exists that adjacent neighborhoods will be significantly affected by increased traffic produced by the proposed downtown growth.

Discussion: The existing street system of neighborhoods surrounding downtown does not directly connect with major thoroughfares and does not offer reasonable short cuts for CBD traffic. The proposed retail anchor locations are planned along the Ring Road or major thoroughfares to keep traffic away from neighborhoods.

Recommendations: Closely monitor vehicular traffic in adjacent neighborhoods and modify or introduce traffic-calming techniques as appropriate.

Reference: Observations of the planning team.

CIRCULATION 8

Finding: A concern exists that a psychological and physical barrier is created by Chester Street's status as a leg of the Ring Road.

Discussion: This report acknowledges that Chester may not be the appropriate southwest leg of the Ring Road.

Recommendation: Further studies should be undertaken to evaluate the feasibility of Southfield Road (between Maple and Brown) becoming a leg of the Ring Road.

Reference: Observations of the planning team.

RETAIL

Birmingham is *not* a mall and this Master Plan does not attempt to turn the City into one. However, the retail recommendations are intended to maintain Birmingham as a viable and successful shopping district, offering a variety of goods and services desired by its residents and visitors alike.

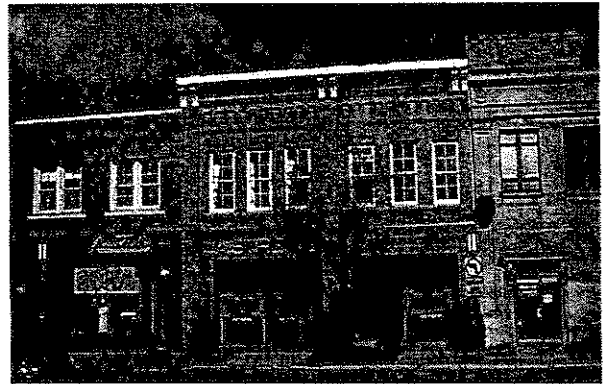
RETAIL 1

Finding: The Study Area is made up of five primary commercial areas: the Central Business District, North Woodward, South Woodward, Bowers, and East Maple.

Discussion: Each of the five commercial areas is defined by its size, character of roads, types of businesses, quality of shops, and continuity in retail frontages. Each of the five areas has a distinct shopping character, user group, and purpose.

Recommendations:

- Enlarge the CBD shopping area by merging it with the South Woodward, Bowers, and East Maple commercial areas.
- Retain North Woodward's gallery area as a unique Birmingham shopping district.
- Connect all areas to each other by reducing apparent and actual physical barriers, by connecting discontinuous retail frontages, and, in some cases, by installing



Illus. 26. Improve retail by taking advantage of Birmingham's urban attributes, not by turning the City into a mall.

TRIANGLE DISTRICT URBAN DESIGN PLAN



Circulation

To supplement the streetscape and walkability improvements, there are a number of roadway improvements recommended through the Triangle District. Some will enhance traffic operations and safety, while others are intended to make the district more walkable.

Maple Road (A). Maple Road between Woodward and Adams should be converted from two lanes in each direction to an imbalanced roadway configuration, for example with two westbound lanes, one eastbound lane and a center turn lane, as depicted in A1. This configuration would improve access into the Triangle along Elm Street and to the businesses along Maple without widening. Additionally, intersection improvements should be made at Elm and Maple to better emphasize this entrance to the Triangle District.

Hazel Street (B). The segment of Hazel between Woodward and Elm could be closed to minimize the number of access points along Woodward Avenue and minimize cut-through traffic in the residential neighborhood. The new space could be used as open space or could be conferred to a property owner or developer in a beneficial exchange.

Woodward/Elm (C). There are a number of options for the short block of Elm Street between Bowers and Woodward Avenue (C). Because of the slight angle from Woodward Avenue, traffic on Woodward Avenue tends to enter Elm at high speeds. In addition, the intersection with Bowers has limited sight distance because of building placements and a narrow right-of-way. The intersection of Elm at Woodward should be reconfigured to require traffic entering the District at Elm to make a right turning movement rather than merely veering right (C1). This would slow traffic and improve safety for pedestrians and motorists. Additionally, this portion of Elm south of Bowers could be converted to southbound traffic only with the former northbound lanes converted to angled street parking (C2). Alternatively, this segment could be vacated altogether and used as open space or developable land for an adjacent parcel (C3).



Inset of Worth Realignment

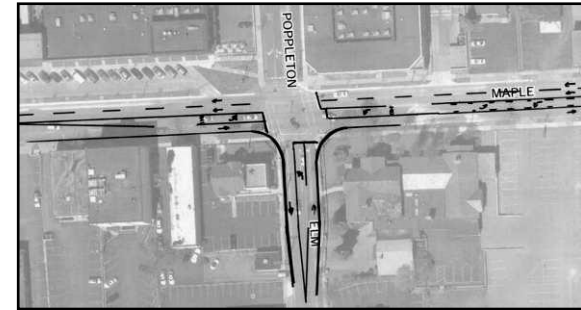
Circulation Recommendations

Woodward/Worth (D). The intersection of Worth Street at Woodward Avenue shares many of the same problems as Bowers discussed above. It is recommended that this intersection be reconfigured to form a right angle, greatly slowing traffic and creating the opportunity in the vacated right-of-way for a small greenspace with public art, landscaping, and wayfinding signs.

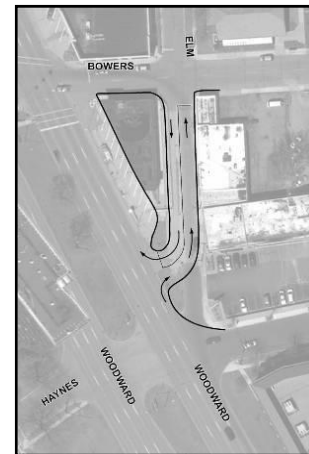
Worth Street (E). Currently Worth Street ends at Haynes Street. This prevents circulation between the Triangle District's northern and southern halves. Worth should be realigned parallel to Woodward Avenue and extended to Bowers. This will improve north/south interior connectivity within the Triangle District and better link the north and south halves of the District, which will help support redevelopment of this area. This road reconfiguration will also allow the creation of Worth Plaza in the heart of the Triangle District. The alignment of Worth Street will be through the rear of the Boarder's parking lot and buildings currently located between Bowers and Haynes. Therefore Worth Street realignment will need to be done in conjunction with the development of a parking structure and redevelopment of the properties on the north side of Haynes. The specific alignment shown on this plan is conceptual and could be varied, provided the ultimate alignment created Worth Plaza.

Bowers Street (F). Bowers Street should also be emphasized as an east/west connector corridor that connects the residential areas east of Adams to the Triangle District and Downtown.

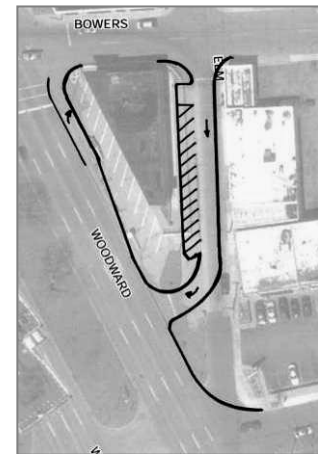
Additional traffic modeling and detailed geometric designs will need to be evaluated further by the City's traffic engineer prior to implementing these recommendations.



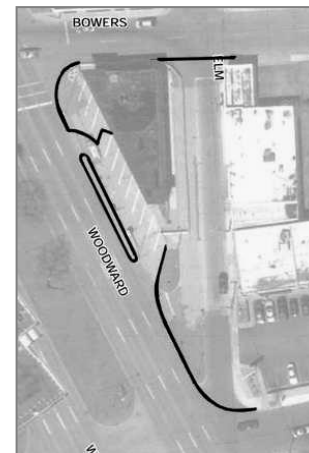
Maple Road (A1)



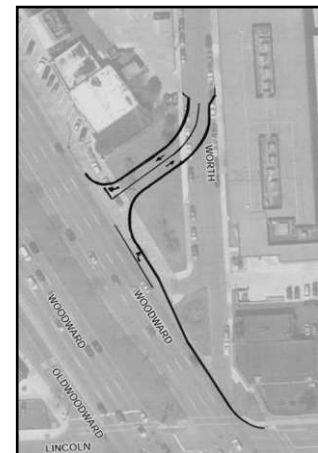
Woodward/Elm (C1)



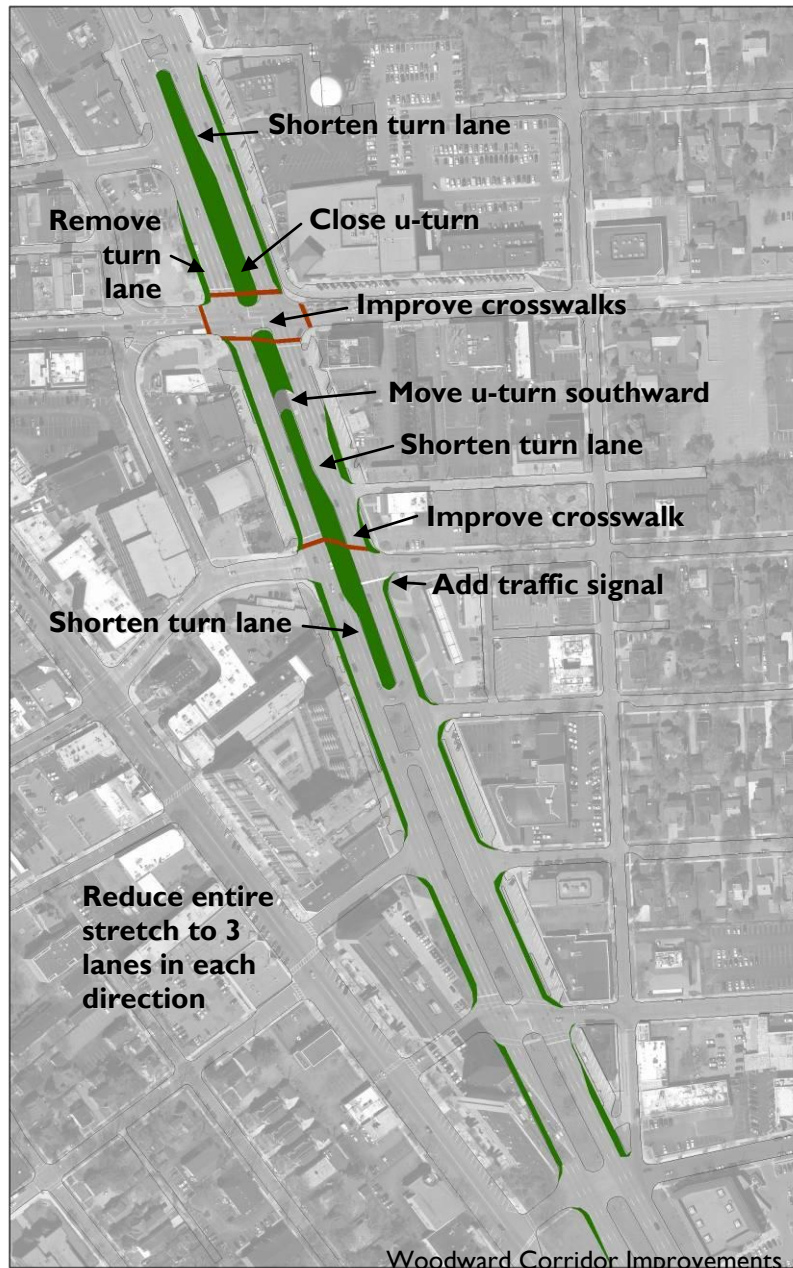
Woodward/Elm (C2)



Woodward/Elm (C3)



Woodward/Worth (D1)



Woodward Corridor Improvements

Woodward Avenue is the principal roadway that passes through the City and links Birmingham to the other communities along the corridor from Downtown Detroit to Pontiac. This roadway has been designed and improved to handle large volumes of traffic and currently carries approximately 65,000 vehicles per day with four lanes in each direction. As this roadway was modified to handle increasing volumes of traffic, its suitability for pedestrians diminished. This plan recommends potential changes to Woodward Avenue to become a grand, tree-lined boulevard, lined with distinctive buildings and a street design that accommodates vehicles, but also would be more inviting for pedestrians to cross and walk along the roadway.

Alternatives for improving Woodward Avenue are listed below:

- Create a stronger sense of enclosure along the corridor to help contain the large scale of the wide right-of-way, make the environment more comfortable for pedestrians, and induce traffic to drive slower. This can be achieved by the combination of taller buildings along the corridor and more street trees in the medians and along sidewalks.
- Eliminate some of the driveways and intersecting streets along Woodward that create conflict points for through traffic and local traffic. This will help improve vehicular and pedestrian safety and alleviate conflicts.
- Reduce the speed limit to 35 mph to make it safer for pedestrians and for drivers and their passengers.
- North of the Maple intersection, shorten the northbound u-turn lane to increase the width of the median for pedestrians. The southbound u-turn may be eliminated to increase the median for pedestrians; however this would need to be studied further to determine the impact to southbound to northbound movements.

- North of the Maple intersection, remove southbound right turn lane into Downtown and convert the westernmost travel lane to a right turn lane to reduce distance a pedestrian must travel to cross the roadway.
- Move northbound median south of Maple further away from the intersection to reduce the potential conflict with pedestrians in the median.
- Add a northbound signal at Forest to facilitate pedestrian crossing at the crosswalk. A signal already exists in the southbound direction and MDOT should consider the additional signal if it is timed to operate with the one at Maple.
- Shorten southbound u-turn lane south of Forest to increase the distance between pedestrians in the crosswalk and vehicles.
- Upgrade the Maple-Woodward intersection signals to mast-arm signals to improve the visual character of the area.
- Add pavers to crosswalks the existing crosswalks at Maple, Forest, and Bowers to improve the visual character of the area, to more clearly identify the pedestrian zone to drivers, and to enhance the secondary crossings of Forest and Bowers.
- Improve the existing at-grade crossing at Maple by adding to the median pedestrian elements such as a shelter depicted to the right. Such improvements can provide a resting place for pedestrians who cannot cross the entire extent of Woodward at once. A structure would also protect pedestrians from vehicles, induce vehicles to slow down, and provide some comfort to pedestrians standing in the median of a busy intersection.
- An above-grade crossing of Woodward not recommended at this time, given the construction and maintenance costs and the lack of large “anchor” destinations to serve as terminating points. Some type of elevated crossing could be worth reconsideration if conditions change in the future.

In the long term...

As a long-term goal, the City should pursue a reduction in the number of lanes to three in each direction for through-traffic. A fourth lane could be a separate service drive that functions as a local street with on-street parking. Access points to the main through lanes would be minimized to improve the efficiency of traffic flow. Local service drives can be used to access the businesses that line Woodward Avenue. This would make additional right-of-way available for wider sidewalks in front of businesses and would reduce the distance pedestrians must travel to cross the main thoroughway. This recommendation must be carefully considered and requires further investigation. It must be modeled by the City’s traffic engineer to ensure that traffic will not spill over to secondary streets like Adams and Maple. It also would require significant coordination with MDOT.



Illustrative Concept of Woodward Avenue Pedestrian Improvements

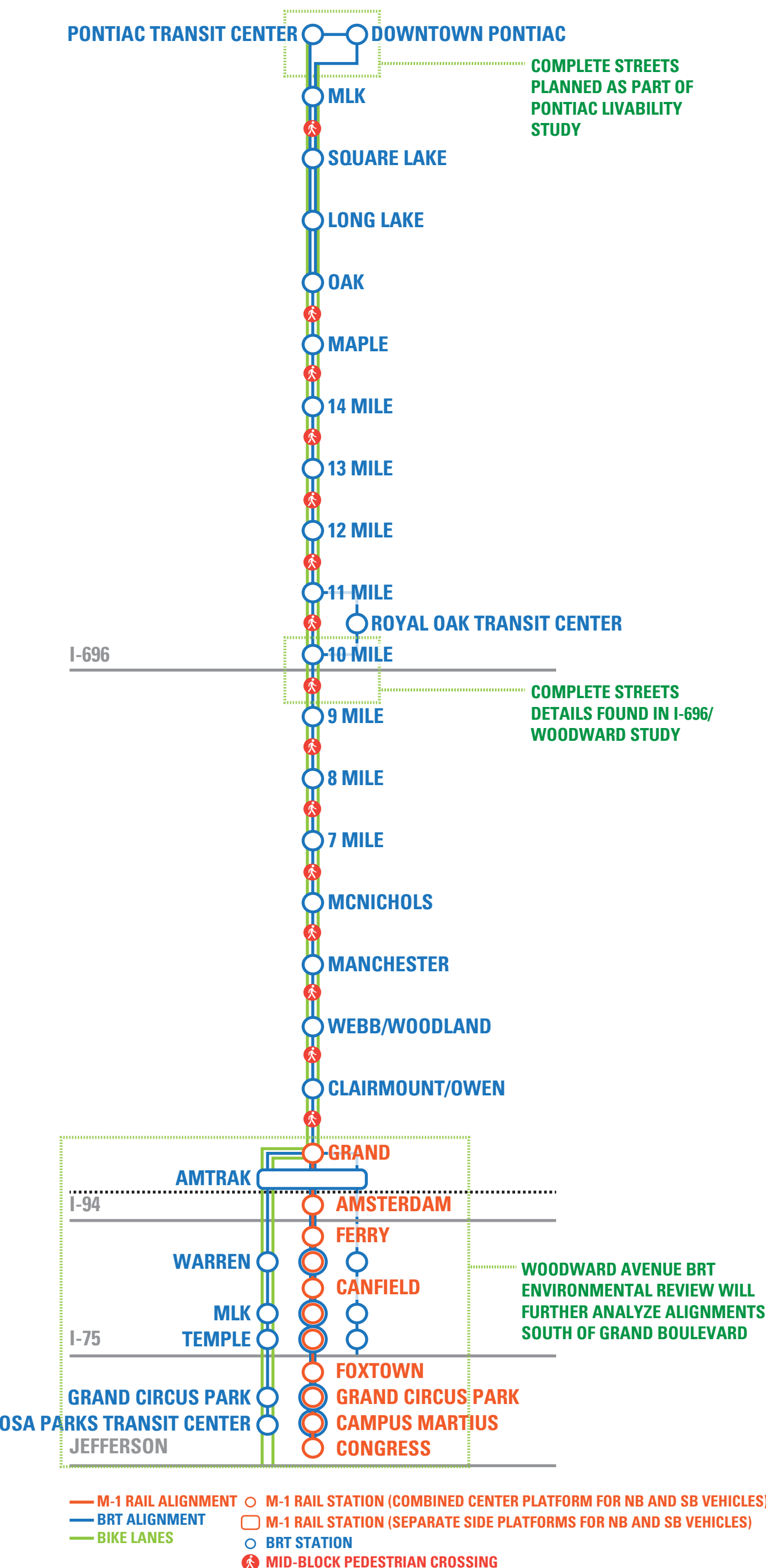
Woodward Avenue

COMPLETE STREETS

WOODWARD AT A GLANCE...

Woodward Avenue is an iconic urban scenic byway and the spine of the Detroit metropolitan region that traverses eleven communities from Downtown Detroit to the City of Pontiac. Woodward Avenue is perhaps the most critical corridor in the region and state as 1 in 10 Michiganders live along Woodward Avenue. It also represents the "Main Street" of many corridor communities, including Detroit, Highland Park, Ferndale, and Pontiac.

The future Woodward Avenue vision paints a picture of a livable, walkable, pedestrian, and transit-friendly multi-modal corridor. Building upon the future rapid transit, it aims to create a different future for Woodward Avenue that focuses on being a safe, secure, stable, well-linked, and economically stimulated place for its communities.



COMPLETE STREETS RECOMMENDED ELEMENTS FOR WOODWARD AVENUE



Street Trees

A consistent layout of street planting will bring order to Woodward Avenue and create spaces that will improve each neighborhood's identity. The proper design of irrigation and establishment of landscape maintenance protocols will help street trees to reach maturity. Mature plantings in ordered, urban streetscapes exude a sense of calm and stability. Street trees will also provide environmental benefits and assist in calming traffic.



Pedestrian Zone

Providing ample space within the pedestrian zone will synthesize a variety of activities, including the movement of pedestrians and outdoor dining/retail operations. Enhanced pedestrian crossings with curb extensions and pedestrian refuge islands (where feasible) at mid-block locations and major intersections will improve connectivity and safety for pedestrians throughout the corridor.



On-Street Parking

Maintaining on-street parking spaces (where feasible) will increase the viability of business along the corridor and will have a traffic calming effect on adjacent general purpose lanes.



Branding

Building on the brand established by the Woodward Avenue Action Association (WA3) will provide consistency and recognition throughout the corridor, further enhancing its sense of place. This brand can be applied to signage, wayfinding, kiosks, and many other elements.



Cycle Tracks

Raised cycle tracks will be constructed adjacent to sidewalks but will be delineated from pedestrian zones by unique paving colors or materials. Raised bicycle facilities will foster a greater sense of safety for less advanced cyclists and also reduce maintenance challenges.



Stormwater Management

Streetscape vegetation will be designed and programmed to filter stormwater from impervious surfaces. These elements improve the aesthetics of the street and will act as buffers between different modes of travel.



Mixed-Use Development

Complete streets will produce greater volumes of all types of travel, providing the foundation for intensified private development that combines uses. Ground floor retail with a high percentage of windows can help activate the street.



Furnishing

Streetscape elements, such as lighting, benches, trash receptacles, informational kiosks, bike share facilities, and many others, will have a powerful effect on the identity of the corridor if designed as a unified brand.



Rapid Transit

Two rapid transit systems, M-1 Rail (in construction) and Woodward Avenue bus rapid transit (BRT) (planned), will provide premium transit service throughout the corridor and are projected to serve over 40,000 users each day.



Woodward Avenue

COMPLETE STREETS 14 MILE ROAD TO QUARTON ROAD

EXISTING CONDITIONS

This segment, between 14 Mile Road and Quarton Road, extends through the City of Birmingham and a portion of Bloomfield Township. The right-of-way is 200', consisting of eight (8) vehicle travel lanes, a wide median, and 6' sidewalks on both sides of the street. Street trees and lighting are present within the sidewalk and median in select locations throughout this segment. The space between the sidewalk and vehicle travel lanes varies from block to block, including a variety of conditions e.g. grass lawns, slip roads with parallel parking, and slip roads with angled parking. Transverse crosswalk design (12" parallel lines to delineate the edge of the crosswalk) is used within this segment at most intersections and mid-block locations.

SEGMENT COMMUNITIES

Birmingham and Bloomfield Township

RECOMMENDATIONS

Between 14 Mile Road and Quarton, the existing eight (8) vehicle travel lanes will be reduced to six (6). This reduction allows for this segment to be redesigned as a multiway boulevard that will include dedicated transit lanes physically separated from vehicle travel lanes, an enhanced pedestrian zone, two-way raised cycle tracks on each side of the street, and on-street parking on both sides of the street separated from traffic by an 8' landscaped median.

The two-way raised cycle tracks will be 8' in total width and will be accommodated adjacent to the sidewalk. The cycle tracks will include two 4' bicycle only lanes, delineated from the sidewalk by unique paving colors or materials and bicycle lane word, symbol, and arrow markings (MUTCD Figure 9C-3). A 3' buffer and curb will separate the cycle tracks from on-street parking.

The remaining 10' will accommodate the pedestrian-only zone. Sidewalks will be constructed with enhanced finishes and materials consistent with the overall design of the corridor, although unique patterns and colors can be used to identify this segment. Continental crosswalk design will be used for all crosswalks (12" bars perpendicular to the path of travel) and may be further accented with colored paint.

Vegetation within this segment will consist of mature street trees planted no more than 40' apart to provide a consistent canopy. The trees can be planted in designated tree grates or within vegetated planters (located both at the edge of the sidewalk and in the median), which will use a combination of soils, mulch, and plants that help filter stormwater.

Furnishing within this segment will be consistent with the design of the corridor, although unique patterns and colors can be used to identify this segment. Furnishing elements may include seating, trash receptacles, bicycle parking, wayfinding, and lighting. Branding established by WA3 will be incorporated within wayfinding elements and permanent/seasonal banners.



RAPID TRANSIT

Dedicated bus rapid transit lanes will provide premium transit in this segment



CYCLE TRACKS

Two-way raised cycle tracks (NB + SB) adjacent to sidewalk with 3' buffer from on-street parking



PEDESTRIAN ZONE

Reconstructed sidewalks, enhanced pedestrian crossings with curb extensions, and pedestrian refuge islands



FURNISHING

Amenities consistent with Woodward corridor, including space for outdoor dining and bike share facilities



STREET TREES

Mature street trees in planters and/or grates spaced 40' apart



STORMWATER MANAGEMENT

Permeable paving materials for all sidewalks and filtration planters 40' apart



BRANDING

Signage, wayfinding, colors, and materials consistent with Woodward brand



ON-STREET PARKING

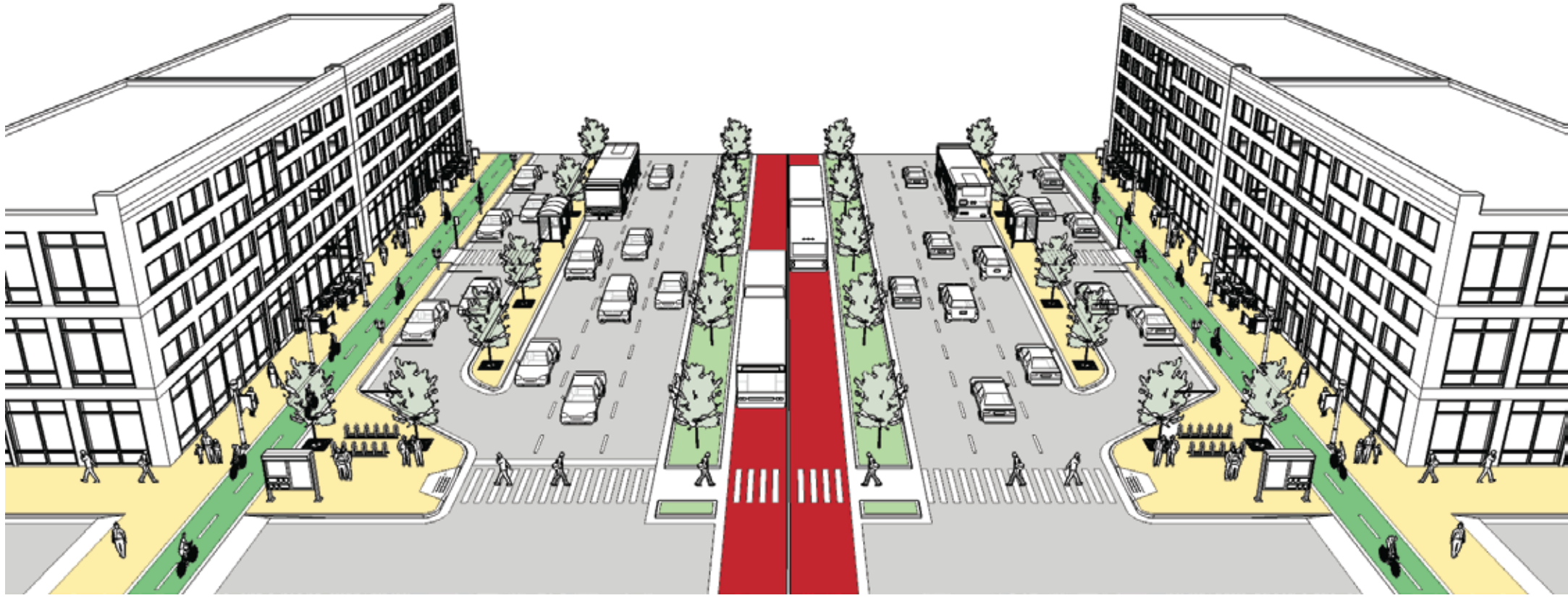
On-street, parallel parking accommodated within multiway boulevard

VISION

Woodward Avenue will be a complete street that provides safe and efficient means of travel for all users; creates excellent quality of place that benefits local residents; builds value for property; and inspires visitors to return.

MISSION

All stakeholders shall work together to create a cohesive corridor plan that balances the needs and benefits of all users, neighborhoods, and communities that is significantly completed by 2025.



TYPICAL CROSS SECTION: 14 MILE TO QUARTON
RIGHT-OF-WAY = 200'



Woodward Avenue Rapid Transit Alternatives Analysis Locally Preferred Alternative

Prepared for

Southeast Michigan Council of Governments

SEMCOG

2014

Prepared by

Parsons Brinckerhoff

In Association With

HNTB Michigan

LSL Planning, Inc.

Hamilton Anderson Associates

Elnora Austell & Associates

Archive DS

5.1.3 QUARTON ROAD TO 14 MILE ROAD

This segment represents the portion of Birmingham that is located along the Woodward Avenue corridor.

Mainline alignment

This alignment alternative maintains service along Woodward Avenue throughout this entire segment.

Station Locations

6. Oak Avenue Station (Tier 3)

A station is recommended north or south of Oak Avenue to directly serve the northern portion of Downtown Birmingham and adjacent neighborhoods. This station could be constructed within the center of the median to serve both NB and SB median-edge transit lanes. Additionally, adjacent land between Woodward Avenue and Old Woodward Avenue could be redeveloped as surface or structured parking to and integrated into the system with signalized mid-block pedestrian crossings to designate this location as a P&R station. This is a Tier 3 station due to lower ridership projections and lower development potential.

7. Maple Road Station (Tier 2)

A station is recommended south of Maple Road to directly serve the Downtown Birmingham core and Triangle District. This station could be constructed within the center of the median to serve both NB and SB median-edge transit lanes. This is a Tier 2 station due to moderate ridership projections and direct access to Downtown Birmingham.

8. 14 Mile Road Station (Tier 3)

A station is recommended north of 14 Mile Road to directly serve Birmingham's South Gateway and adjacent neighborhoods. This station could be constructed within the center of the median to serve both NB and SB median-edge transit lanes. This is a Tier 3 station due to lower ridership projections and lower development potential.

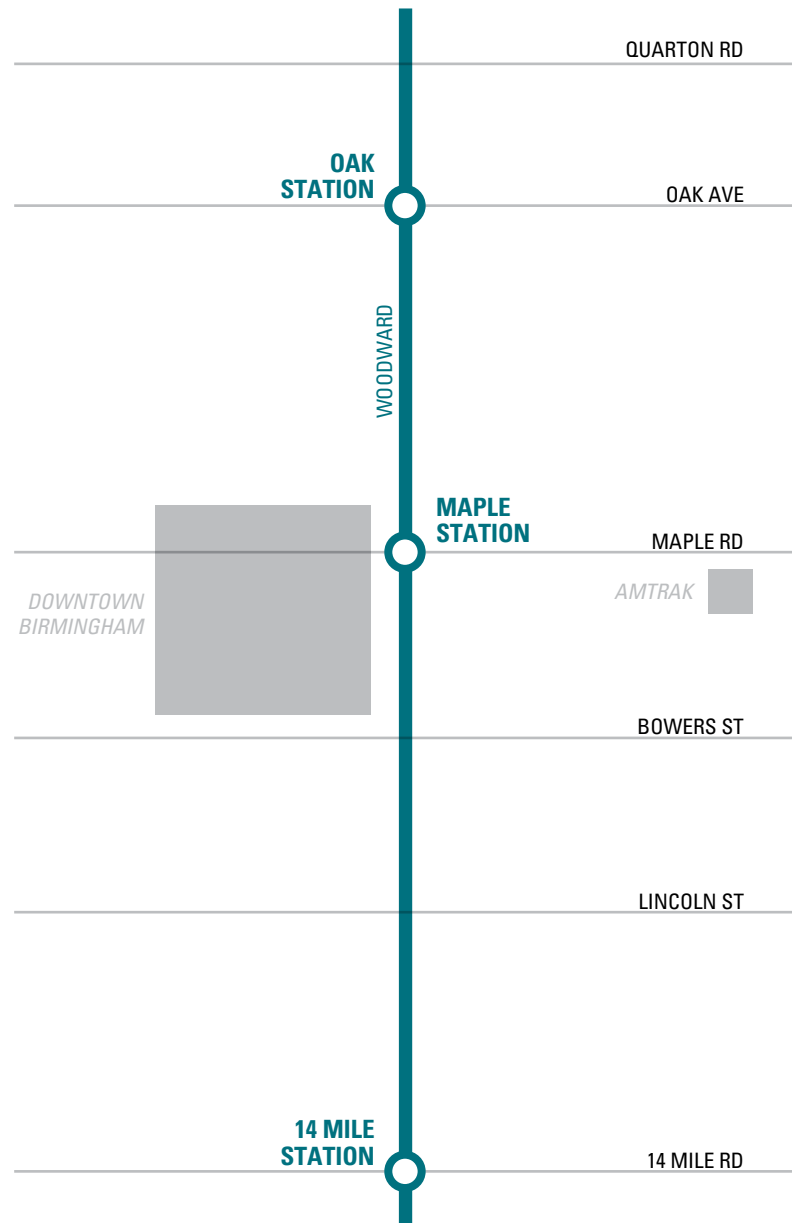


FIGURE 5-6. ALIGNMENT AND STATIONS, QUARTON ROAD TO 14 MILE ROAD

Cross section

The recommended cross section for this segment consists of exclusive, median-edge running transit lanes. Existing median-edge general purpose lanes would be converted to transit lanes. No alteration or reconstruction of the median is recommended. Transit lanes will be delineated from general purpose lanes by a solid white line, red paint, and standard BUS ONLY pavement markings (MUTCD 3D-01). See **Figure 5.7** below.



FIGURE 5-7. CROSS SECTION, QUARTON ROAD TO 14 MILE ROAD

5.1.4 14 MILE ROAD TO 10 MILE ROAD

This segment represents the portions of Berkley, Royal Oak, and Huntington Woods that are located along the Woodward Avenue corridor. There are two alignment alternatives for this segment that are recommended for further analysis.

Mainline alignment

This alignment alternative maintains service along Woodward Avenue throughout this entire segment.

Royal Oak alignment

This alignment alternative represents a potential “local” service that could be integrated directly with “express” service provided by the mainline alignment. This alignment would provide direct access to Downtown Royal Oak by traveling east/west on 11 Mile Road and north/south on Lafayette and Washington Avenues.

Station Locations

9. 13 Mile Road Station (Tier 2)

A station is recommended south of 13 Mile Road to directly serve Beaumont Hospital. This station could be constructed within the center of the median to serve both NB and SB median-center transit lanes (which would require the transit lanes to veer slightly to access the station), or separate stations could be constructed within the edges of the median to serve the NB and SB median-center transit lanes separately. This is a Tier 2 station due to moderate ridership projections and direct access to Beaumont Hospital.

10. 12 Mile Road Station (Tier 3)

A station is recommended north or south of 12 Mile Road to directly serve Downtown Berkley and adjacent neighborhoods. This station could be constructed within the center of the median to serve both NB and SB median-center transit lanes (which would require the transit lanes to veer slightly to access the station), or separate stations could be constructed within the edges of the median to serve the NB and SB median-center transit lanes separately. This is a Tier 3 station due to lower ridership projections, lower development potential, and moderate access to Downtown Berkley.

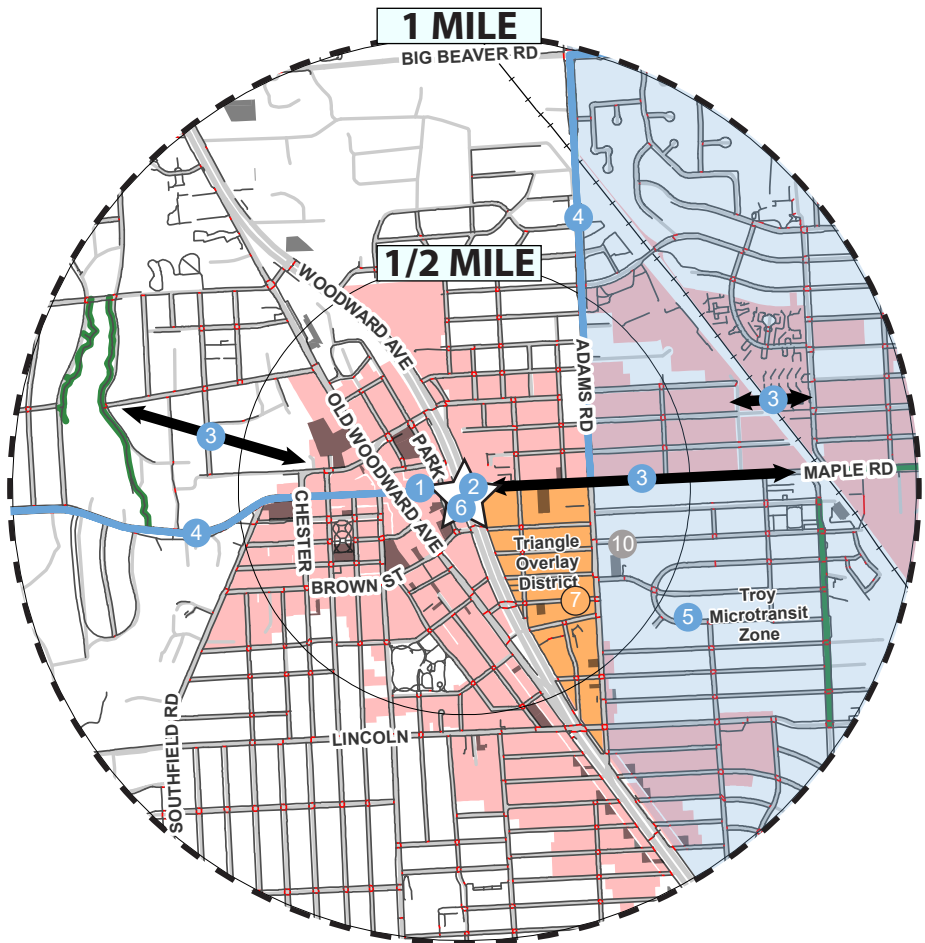


Mobility-Oriented Development Study

ACTION PLAN

December 2020

Typology	 TOWN CENTER
Destination Overlay(s)	  STATION AREA SATELLITE
Mode(s) of Emphasis	  Bicycle
Readiness	



- ☆ Station
- High Short Trip Demand Areas
- Parking
- Planned Microtransit Zone
- Planned SMART Routes
- Low-Stress Bike Facilities
- High-Stress Bike Facilities
- Sidewalks
- Crosswalks
- Roads
- +++ Railroads

Woodward Avenue and Maple Road is a “Strengthen” station with key opportunities to improve connectivity readiness by safely and comfortably accommodating pedestrian connections between transit services, providing more direct routes with higher frequency to regional destinations, and better accommodating biking, micromobility, transit, and microtransit. The residential population falls short of the 7,900 expected for the Town Center ½-mile area, and greater density could be fostered by encouraging affordable housing, and freeing up more land for development.

	Recommended Action	Implementer	
1	Add lighting along E Maple Rd.	City of Birmingham	Short Term
2	Enhance pedestrian crossing safety at the Woodward Ave and Maple Rd intersection.	MDOT -- Safety Audit	
3	Improve sidewalk, crosswalk, and bike network connectivity to high short trip demand areas.	City of Troy to the east, City of Birmingham and MDOT (Woodward Ave) to the south, and adjacent property owners for sidewalks	
4	Increase frequency on SMART Crosstown Route 780 (as recommended in 2020 SMART Path Plan).	SMART, City of Birmingham, and employers -- potential CMAQ funds and/or Employers Transit Subsidy as part of TDM program	
5	Add microtransit service with coverage of Downtown Birmingham, the Triangle District, the Rail District, the Troy Amtrak station, and remote parking areas, building off of the recommended Troy Microtransit Zone from the 2020 SMART Path Plan .	SMART, Cities of Birmingham and Troy, and employers -- potential CMAQ funds and/or Employers Transit Subsidy as part of TDM program	
6	Develop a mobility hub with e-scooters, bike parking, a bikeshare station, bus stop seating and/or shelter, and real time travel information.	SMART and City of Birmingham	Long Term
7	Expand bike parking requirements from the Triangle Overlay to the Downtown Overlay District. • Could include long-term bike parking requirements and specificities and design, location, etc. • Incentivize bike parking by allowing reductions in vehicular parking minimums.	City of Birmingham -- Zoning	
8 area wide	Include pedestrian-friendly site design standards .	City of Birmingham -- Zoning	
9 area wide	Promote shared parking opportunities and use of commercial parking for other users off-hours for areas outside of the parking assessment district.	City of Birmingham	
10	Reduce parking requirements east of Woodward Ave and promote infill opportunities and density on surface lots.	City of Birmingham -- Zoning	

Typology	
Destination Overlay(s)	
Mode(s) of Emphasis	
Readiness	



- ☆ Station
- Planned Microtransit Zone
- Sidewalks
- Crosswalks
- Roads
- +++ Railroads
- Potential Drop-Off and Pick-Up Zones

Woodward Avenue and 14 Mile Road is a “Plan” station with key opportunities to take first steps towards connectivity and regulatory readiness. The most significant opportunities are to provide more direct routes with higher frequency to regional destinations, accommodate ride-hailing and park and ride, and update zoning and future land uses to be consistent with the two to three stories of residential and mixed retail envisioned for a Neighborhood Center.

	Recommended Action	Implementer	
1	Add lighting at northeast corner of Woodward Ave and 14 Mile Rd intersection.	MDOT (Woodward Ave) and City of Birmingham (14 Mile Rd)	Short Term
2	Enhance pedestrian crossing safety at the Woodward Ave and 14 Mile Rd intersection.	MDOT -- Safety Audit	
3	Connect the sidewalk and crosswalk network across the rail line to the Troy Transit Center and nearby shopping.	Canadian National Railway, and Cities of Birmingham and Royal Oak	
4	Implement the Troy Microtransit Zone as recommended by the 2020 SMART Path Plan .	SMART and Cities of Birmingham, Royal Oak, and Troy -- potential CMAQ funds and/or Employer Transit Subsidy as part of TDM program	
5	Consider upgrades to alley designs as another route for pedestrians and bicyclists.	City of Birmingham	
6	Manage the curb to designate a rideshare drop-off and pick-up zone.	City of Birmingham and MDOT -- Curbside Management Plan	
7	Add park & ride with a rideshare drop-off and pick-up zone. Potential lot at IXL Learning Center.	City of Birmingham and MDOT -- land lease agreement, potential CMAQ funds	Long Term
8 area wide	Consider adopting a TOD Overlay that potentially includes the following: - Permit limited mixed-uses (residential above office/retail) for properties along Woodward Avenue. - Allow building heights to be between 2-3 stories high. - Minimum front yard setback reduced to 10 feet (instead of 25 ft) for multi-family district. - Incentivize bike parking with reduction on parking minimums. - Allow for parking to be located off site within 600 feet or more (instead of 300 ft in Zoning Ordinance).	City of Royal Oak -- Zoning	
9 area wide	Consider extension or adoption of TOD overlay along Woodward Avenue and 14 Mile to promote greater mixture of uses and density (allow building heights up to 2-3 stories).	City of Birmingham -- Zoning	
10 area wide	Include pedestrian-friendly site design standards .	Cities of Royal Oak and Birmingham -- Zoning	

Michigan Department of Transportation

Michigan 2045 >>> Mobility

A transportation plan for a connected future #MM45



Adopted by the State Transportation Commission Nov. 4, 2021

CHAPTER 6

Mobility and Accessibility

The future of Michigan's transportation system must be built on the fundamental role of transportation itself: providing mobility and accessibility. Transportation is the necessary link between people and the schools, jobs, and services that shape opportunity and support quality of life. Transportation planning is about figuring out how to get people safely, affordably, and conveniently to those opportunities and providing choices that fit their lifestyles and abilities. Connecting businesses to the production facilities and raw materials they need to make their products and the customers they hope to serve is the flip side of the accessibility coin. All of Michigan's modes have a role to play in advancing equity, getting goods to market, linking small businesses to opportunity, welcoming tourists to experience Pure Michigan, and bringing customers to Main Street.

Accessibility and Mobility for People

Access to Jobs and Education

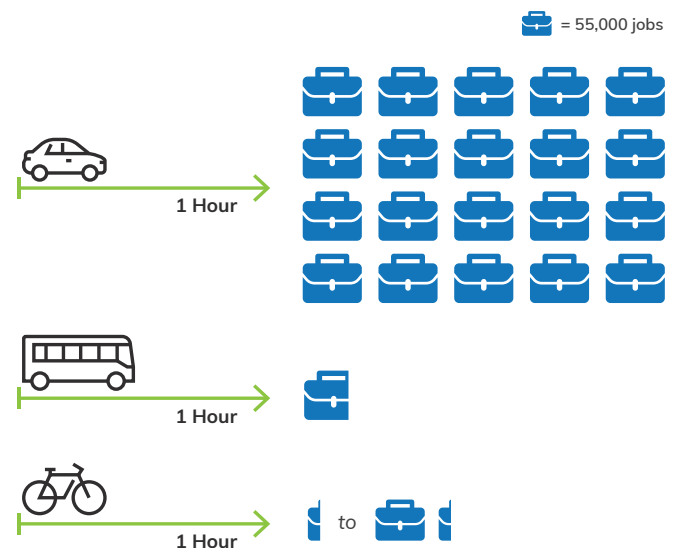
The health of Michigan's economy, including the ability of Michiganders to lead satisfying lives, depends on whether people can reliably get to jobs and education. Job training is not often the barrier to employment; the ability to get to job training often is.

Today, the average Michigan worker with a car can access at least 1.1 million jobs within an hour's drive (when accounting for congestion), according to analysis from a multi-state study led by the Accessibility Observatory at the University of Minnesota. For people using transit, the jobs that can be reached within an hour drops to only 42,000. Those riding a bicycle can reach an estimated 15,000 to 68,000 jobs within an hour's ride, depending on whether they are comfortable riding on streets that do not have low-stress bicycle facilities (see **Figure 16**).¹

For each mode of transportation, targeted investments in the transportation system can increase job access:

- ▶ In the case of auto travel, addressing highway congestion could expand Michigan drivers' access to an additional 200,000 jobs within an hour's reach.

Figure 16. Job Access by Transportation Mode



- ▶ To expand job access for people who use transit, the most important investments are to increase the frequency and span of services. Many buses arrive only once an hour, and many public transit systems in Michigan do not even operate in the evening or on weekends, which are times when many retail and service employees are expected to work. Analyzing gaps in fixed-route and demand-response

1 Owen, Andrew; Murphy, Brendan. 2021. 2018 Auto Accessibility Report -Michigan; 2018 Transit Accessibility Report - Michigan; 2019 Bike Accessibility Report - Michigan. University of Minnesota Center for Transportation Studies, Accessibility Observatory.

paratransit service to job centers could reveal strategic transit network improvements.

- ▶ Introducing commuter rail service to connect suburbs with central business districts would improve reliability for travelers in areas with higher levels of congestion - helping people get to work on time.
- ▶ Increasing the number of jobs that are easily accessible by bicycle involves making streets safer and more comfortable to ride for people of all ages and abilities. This depends on the speed and volume of vehicular traffic on the road and whether cyclists have their own designated facility. Low-stress networks must be convenient and connected.
- ▶ Many people in Michigan cannot easily reach jobs, education, services, and health care without a car. The lack of alternate transportation options for people who cannot drive because of the high costs of car ownership or due to health or age can exclude these groups from employment and economic mobility. On the whole, this pattern suppresses Michigan's economic potential.



People do not move around in just one way: accessibility includes not only how many destinations are within reach of home but also how many ways there are to get there and how easy and affordable they are to use. Providing access to information about travel times collected by connected infrastructure, real-time bus availability, and connections between modes for people with and without smartphones has become an essential part of the transportation system.

Transportation options are necessary to keep the economy running, especially during times of crisis. Transit provides an essential service for people who cannot drive or afford the high costs of driving. During the peak of the COVID-19 pandemic, providers connected transit-dependent

essential workers to Michigan's hospitals, grocery stores, and factories, keeping supply chains operational, putting food on shelves, and saving lives.

Attracting and retaining younger generations of workers to Michigan, particularly those who can choose where they want to work based on local amenities and quality of life, increasingly depends on available transportation choices. Those who do not want to be locked into traveling by car alone may look for employment in markets where active transportation and high-quality transit are more available. Workers with preferences for active lifestyles also desire proximity to recreational trails and greenways. To realize the growth in professional services and advanced manufacturing jobs projected over the next 25 years, Michigan will need to expand infrastructure and mobility services to entice college-educated workers to stay or migrate from other states.

Access for Healthy Living

In addition to jobs, people need access to healthy food, essential services such as health care, and safe opportunities for physical activity, as further discussed in Chapter 7, **Community, Environment, and Health**. This is especially significant for seniors, young people, persons with disabilities, and low-income households who may be unable to drive or have access to a vehicle.

Ensuring adequate access in the form of transit or active transportation to these basic needs enables people to stay healthy, which is a foundation for overall prosperity. Reducing the number of doctor's appointments missed due to a lack of reliable transportation benefits individual health outcomes and curtails costs to the health care system, which can be invested elsewhere. For many rural residents, transit is a lifeline to access medical care and other essential services.

In 2017, Michigan ranked 8th nationally in the rate of deaths due to heart disease, 19th in the rate of deaths due to stroke, and 20th in the rate of deaths due to diabetes. By tackling the upstream factors like low physical activity and delayed care by building complete networks and mobility services, Michigan can turn these trends around.

More isolated areas such as Michigan's outlying islands depend on local and regional airports to move critical medical supplies and to transport patients from small hospitals to facilities that provide specialized care. To provide these services, remote airports must have adequate instrumentation and visual guidance systems to guarantee year-round and all-weather access.

Accessibility and Mobility for Businesses

Access for an Efficient, Resilient Supply Chain

Statewide, roughly one in every five jobs depends on moving freight via the state's transportation network. Nearly \$800 billion in goods traveled on Michigan's transportation system in 2019. Like people traveling, businesses depend on reliable networks with a diversity of options to send and receive goods, whether that be by truck, rail, ship, air, or pipeline.



Businesses in Michigan and across the country employ a portfolio of freight modes to optimize supply chains. This happens because transportation modes differ in the character of their services and are priced accordingly. A manufacturer may use rail for raw materials destined to their plant, ocean transport for components from overseas delivered to the factory by truck or rail, trucks to deliver their finished products to customers, and air delivery when customers are in a hurry. Using different modes for different purposes allows businesses to buy only as much service as they need, and having that choice keeps the business cost competitive.

Michigan gives businesses a complete portfolio of modes to choose from, and that advantage helps the state compete for attracting and retaining industries. There are two further benefits: 1) multiple modes ensure alternative routes when the transportation system is disrupted, and thus provide an important measure of resiliency, and 2) modes are interdependent. Long-distance transportation

can be more cost effective with a combination of rail and truck than by either mode alone. Aircraft land at airfields and require trucks to bring goods to customer sites. Any mode by itself is often not enough to do the job or to do it as well as it could be done. A strong portfolio solves the problem.

Highway congestion causes bottlenecks for goods shipped by trucks, causing delays and imposing costs that are passed on to consumers. In 2019, urban bottlenecks led to an estimated \$1.3 billion in costs, with rural bottlenecks contributing an additional \$187 million.

Today and into the future, trucking access depends on connected infrastructure and real-time, uninterrupted data flows. Congestion mitigation may not come purely in the form of highway expansion but by pervasive vehicle-infrastructure communications systems and incident management that can be communicated back to freight planners, carriers, and supply chain operators.

Due to changes in the supply chain and the rise of e-commerce discussed in Chapter 2, **Socioeconomic and Technology Trends, Forecasts, and Scenarios**, the efficient movement of freight has become increasingly dependent on the last-mile journeys between highway and distribution center and distribution center and doorstep. MDOT, MPOs, and local agencies will need to develop network-level plans to balance freight needs with goals to make streets safer and more accommodating for people walking and biking and to reduce the disproportionate burden of truck traffic on low-income and minority communities.

Railroads play an important role in the mobility of goods. In 2019, railroads in Michigan moved 85.6 million tons of freight, which translates to roughly 3.4 million truckloads (more than 9,000 trucks per day) not using Michigan's roadways. According to the Association of American Railroads, a typical intercity freight train carries an equivalent of 170 truckloads. Freight moved by rail also generates fewer greenhouse gas emissions and consumes less fuel than equivalent movements by truck.

Certain Michigan industries rely heavily on the state's water and rail networks to move commodities. Although railroads accounted for 16 percent of the total freight tonnage in 2019, it is the predominant mode for two commodities: miscellaneous freight in containers and coal. Several other commodities (chemicals, metallic ores, pulp, and paper) move significantly by rail. Michigan businesses will rely on continued investment in multiple freight modes.

Access for Mainstreet

Small businesses benefit from Complete Streets that accommodate all users, regardless of how they travel. Many customers shop on foot, by bike, or via transit. Comfortable sidewalks, bikeways, and bus stops attract foot traffic and economic activity. Research shows that when new facilities are installed or upgraded in walkable areas, retail spending rises.^{2,3} With the explosion of e-commerce, sense of place is a fundamental differentiator for brick-and-mortar retail.



Access for Tourism

Travel and tourism is an essential part of Michigan's economy, particularly for communities in the Upper Peninsula and northern Lower Peninsula. In 2019, visitors to the state spent \$26.3 billion and directly supported more than 230,000 jobs, making tourism the 11th largest industry in Michigan.⁴ The Great Lakes State (Pure Michigan), with its rich natural resources and scenic beauty, is a haven for outdoor recreation and adventure tourism.

To foster this growing element of the economy, MDOT can coordinate transportation investments in ways that support the state's plans for tourism. This includes continued promotion of scenic highways and assistance with building amenities and facilities identified in each route's scenic corridor management plan. Michigan's trails attract many tourists. Completing gaps in statewide and



regional active transportation networks can also boost visitor numbers, particularly with the growing interest in bicycle tours and gravel races that create a market for local lodging, food, and entertainment. Stakeholders in northern parts of Michigan also point out that tourism is year-round, and that active transportation investments should include attractions like trails that can be used for mountain biking in the summer and cross-country skiing in the winter. Reaping the statewide benefits requires close collaboration with the local road and parks departments responsible for expanding and maintaining these facilities.

Michigan's aviation system also plays a central role in bringing visitors to the state. The 2017 MASP estimates that Michigan's 114 Tier 1 and Tier 2 public airports generate nearly \$22 billion in direct and indirect economic activity annually, much in the form of visitor spending.

Further discussion of the types of investments that are needed in Michigan's transportation network to sustain and grow Michigan's human and economic potential can be found in Chapter 13, **Network Accessibility and Connectivity**.

2 Smith Lea, N., Verlinden, Y., Savan, B., Arancibia, D., Farber, S., Vernich, L. & Allen, J., Economic Impact Study of Bike Lanes in Toronto's Bloor Annex and Korea Town Neighbourhoods, Toronto Center for Active Transportation and Clean Air Partnership, 2017.

3 Smart Growth America. 2016. Benefits of Complete Streets: Complete Streets Stimulate the Local Economy. Accessed June 30, 2021. <https://smartgrowthamerica.org/wp-content/uploads/2016/08/cs-economic.pdf>

4 Michigan Department of Community and Economic Development. n.d. Economic Impact of Tourism in Michigan 2019. Accessed June 30, 2021. <https://medc.app.box.com/s/g0vot2gdissrzz1em4l7jsu8ec7r5p4>

CHAPTER 8

Multimodal Network Performance

Performance management enables Michigan's transportation agencies and stakeholders to assess where progress has been made toward the MM2045 Vision and where additional investment is necessary. Perhaps most importantly, performance measures provide the public the opportunity to see whether transportation spending is effectively accomplishing stated goals. In 2012, Congress passed laws requiring states to monitor and report transportation performance on roads and highways as a condition of receiving federal funds. Michigan monitors a variety of performance measures that encompass all modes of travel at the statewide level as well as the performance of key transportation networks that are especially critical to the state's security and economy. Overall, network performance tells the story of where Michigan is today and how far it needs to go over the next 25 years.

Performance-Based Planning and Programming

MDOT monitors many key performance measures, exceeding federal requirements to encompass all modes to advance the MM2045 Vision. MM2045 considered and integrated national transportation goals and performance measures in developing Michigan's Goals, Objectives, Strategies, and Performance Measures. The MM2045 Performance Measures map directly onto four of the seven national performance goals, as illustrated in **Table 2**. How Michigan's extensive list of performance measures dovetail with the MM2045 Goals is summarized in **Table 3**. Going beyond the federal performance measures benefits Michigan and the nation in the following ways:

- ▶ Tracking performance beyond the NHS provides decision-makers information necessary to evaluate the effectiveness of transportation planning and programmed investments across the entire transportation network.
- ▶ Monitoring performance over time enriches policy decisions and provides transparent accountability of public investment.
- ▶ Ability to compare performance over time using a variety of methods and metrics beyond those prescribed by the USDOT that are narrow in focus
- ▶ More detailed insight, as in the cases where MDOT tracks not just total highway fatalities but specifically

the number of fatal crashes involving work zones, commercial trucks, etc. This can help evaluate the effectiveness of policies and project types.

- ▶ Promoting a more resilient “portfolio of modes” for Michigan by tracking performance for rail, freight, and aviation.

MDOT's [System Performance Report](#), a companion document to MM2045, provides regularly updated information on the state's progress toward meeting the targets set for the performance measures. **Figure 20** shows a sample of recent high-level system performance.

Each of the policies and investments included in **Recommended Strategies** contribute to Michigan's ability to meet the national transportation performance management goals. For example, focusing on increasing investment over the next 25 years to improve the overall rating of highways, bridges, and transit will help move the state toward meeting the national goals for infrastructure condition. For active transportation users, many of MM2045's policies are centered on improving facilities for pedestrians and cyclists, which will reduce fatalities and serious injuries. With regard to multimodal freight and freight rail movements, travel time reliability may be improved by implementing MM2045 strategies for operations and technology, in addition to the specific multimodal freight and rail projects listed in **Recommended Strategies**.

Table 2. Performance Measures by National Transportation Performance Management Goal Area

National Goal Area	Performance Measures
Safety	Highways ▶ Number of fatalities. ▶ Fatality rate per 100 million VMT. ▶ Number of serious injuries. ▶ Serious injury rate per 100 million VMT. ▶ Number of nonmotorized fatalities and serious injuries. Public Transit ▶ Number of reportable fatalities. ▶ Fatality rate per total vehicle-revenue miles by mode. ▶ Number of reportable injuries. ▶ Injury rate per total vehicle-revenue miles by mode. ▶ Reportable safety events. ▶ Rate of safety events per total vehicle-revenue miles by mode. ▶ Average revenue-miles between major mechanical failures by mode.
Infrastructure Condition	Highway Pavement Condition ▶ Percentage of pavement on the interstate National Highway System (NHS) in good condition. ▶ Percentage of pavement on the interstate NHS in poor condition. ▶ Percentage of pavement on the non-interstate NHS in good condition. ▶ Percentage of pavement on the non-interstate NHS in poor condition. Highway Bridge Condition ▶ Percentage of NHS bridges classified in good condition. ▶ Percentage of NHS bridges classified in poor condition. Public Transit ▶ Percentage of non-revenue service vehicles within a particular asset class that have met or exceeded their useful life benchmark. ▶ Percentage of revenue vehicles within a particular asset class that have met or exceeded their useful life benchmark. ▶ Percentage of facilities within an asset class rated below 3.0 on the FTA's Transit Economic Requirements Model scale.
System Reliability	Highways ▶ Percentage of person-miles traveled on the interstate NHS that are reliable. ▶ Percentage of person-miles traveled on the non-interstate NHS that are reliable.
Freight Movement and Economic Vitality	▶ Truck Travel Time Reliability Index

Table 3. MM2045 Performance Measures

Performance Measure	Related MM2045 Goal(s)
Percentage of Michigan bridges in Good or Fair condition	Network Condition 
Percentage of MDOT (trunkline) bridges in Good or Fair condition	Network Condition 
Percentage of Local Agency bridges in Good or Fair condition	Network Condition; Partnership  
Number of Michigan bridges classified Serious or Critical (National Bridge Inventory rating of 3 or less)	Network Condition 
Percentage of MDOT (trunkline) pavements with a Remaining Service Life (RSL) value of three years or higher	Network Condition 
Percentage of federal-aid road pavement condition in Good or Fair condition based on Pavement Surface Evaluation Rating (PASER) rating	Network Condition; Partnership  
Percentage of Tier 1 airport primary pavement condition in Good or Fair condition based on FAA's Pavement Condition Index (PCI)	Network Condition 
Number of Tier 1 airports with all-weather access	Safety and Security; Mobility; Economy and Stewardship   
Annual number of crashes involving motor vehicles on Michigan public roadways	Safety and Security 
Annual number of fatalities involving a motor vehicle on Michigan public roadways	Safety and Security 
Annual number of serious injuries involving a motor vehicle Michigan public roadways	Safety and Security 
Annual number of nonmotorized fatalities and serious injuries involving a motor vehicle on Michigan public roadways	Safety and Security 
Annual number of crashes on Michigan public roadways involving a commercial truck	Safety and Security 
Annual number of work zone traffic fatalities and serious injuries on Michigan public roadways	Safety and Security 
Percentage of Michigan's rural population within 25 miles of an intercity passenger transportation bus route	Mobility; Quality of Life  
Number of signalized intersections integrated into the MDOT Central Signal Control Software and connected vehicle-ready	Mobility 
Percentage of year-over-year growth or decline in rail carloads by commodity on MDOT-owned freight lines relative to the statewide rail system	Economy and Stewardship 
Percentage of freeway incidents cleared within 120 minutes	Safety and Security; Mobility; Economy and Stewardship   

Performance Measure	Related MM2045 Goal(s)
Percentage of MDOT pump stations in Good or Fair condition	Network Condition 
Percentage of alternative-fuel, hybrid, and electric vehicles in the transit revenue service fleet	Quality of Life 
Number of public electric-vehicle charging stations	Partnership; Quality of Life  
Amount of funds awarded by the Transportation Economic Development Program	Partnership 
Percentage of federal-aid roadway system that has reliable travel times	Mobility; Economy and Stewardship; Quality of Life   
Percentage of trunkline railroad crossings in Good or Fair condition based on Crossing Condition Index	Network Condition 
Percentage of MDOT carpool parking pavements in Good or Fair condition based on PASER	Network Condition 
Number of passengers using state-supported passenger rail services	Mobility; Economy and Stewardship; Quality of Life   
Truck-delay cost of urban freight bottlenecks	Mobility; Economy and Stewardship  
Truck-delay cost of rural freight bottlenecks	Mobility; Economy and Stewardship  
Number of freight bottlenecks delaying truck access to major airports, water ports, and intermodal container facilities	Mobility; Economy and Stewardship  

Figure 20. Sample Performance Measures, 2020

Mobility

- ▶ **88.6 percent** of person miles traveled on Michigan's interstates has reliable travel times (2020, based on Level of Travel Time Reliability)
- ▶ **88.5 percent** of person miles traveled on Michigan's non-interstate National Highway System has reliable travel times (2020, based on Level of Travel Time Reliability)

Safety and Security

- ▶ **1,083** traffic fatalities, **5,433** serious injuries (Statewide, 2020)
- ▶ **727** nonmotorized traffic fatalities and serious injuries (Statewide, 2020)

Network Condition

- ▶ **6.2 percent** of National Highway System bridges in poor condition (2020, weighted by deck area)
- ▶ **4.6 percent** of interstate pavements in poor condition (2020)
- ▶ **19.1 percent** of non-interstate National Highway System pavements in poor condition (2020)

Quality of Life

- ▶ **16.1 percent** of travel in Metro Detroit is not in a single-occupant vehicle (2020)



The Strategic Multimodal Transportation Network

With the adoption of MM2045, MDOT has defined a network of Strategic Multimodal Corridors (SMC) (see **Figure 21**). These corridors represent an integrated, multimodal system serving the movement of people, services, and goods that are vital to the economy. They link the state's key activity centers (concentrations of people, jobs, educational and medical services, freight and intermodal facilities, tourist attractions, and other similar destinations) to each other. Focusing MDOT's major transportation investments on these strategic multimodal corridors allows the state to achieve the strongest return on investment, given limited funds.

The basic framework of the SMCs is generally built on Michigan's NHS, but is defined broadly enough to include parallel major highways that serve as alternate routes, along with Class I (large) rail lines, passenger rail and intercity bus routes, airports, and U.S. bike routes. MDOT's decision to include all modes is based on the recognition that a resilient, equitable transportation system provides multiple ways to connect population and employment centers.

Michigan's SMCs carry the vast majority of miles traveled in the state, regardless of mode. MDOT produces regular reports on the performance of this network based on the key measures related to infrastructure condition, safety, traffic congestion and travel time reliability, further described in the [Strategic Multimodal Corridors Report](#). By reviewing the corridor performance summaries, MDOT can identify and prioritize areas of the network that need more detailed planning, engineering, and construction work, as well as evaluate the impact of transportation policies and projects.

The SMCs represent Michigan's core highway freight network, the critical truck routes and include less-traveled highways that are important to reaching key destinations in rural areas of the state. These minor routes also play an important role in alternate routing during road work or an emergency, providing the redundancy that is critical to a resilient freight network.

State Rail Network

Most of Michigan's railroad network, 81 percent, is privately owned and operated by 28 railroad companies (excludes WATCO's recent purchase of CN UP line). Most of these corridors are owned for the purposes of moving freight. The state's 28 freight railroads fall under two classifications:

- ▶ Class I Railroads are the large, national-scale railroads, such as Canadian National, Canadian Pacific, CSX, and Norfolk Southern.
- ▶ Short-Line Railroads (Class III railroads) frequently provide service to locations that the larger Class I railroads cannot serve cost-effectively. Short-line railroads can also provide switching services (that is, freight-car pickup and delivery service at a particular industry location or port, or within a limited geographic area). Compared to other states, short-line railroads operate a relatively high percentage of Michigan's freight rail mileage, with 24 companies in the state. Four of these companies operate publicly owned freight lines managed by MDOT.

Figure 23 shows the MDOT-owned segments of the rail network.

Michigan's rail system also supports three intercity passenger rail services provided by Amtrak. Amtrak has some ownership in the state and otherwise operates on MDOT, CN, and CSX corridors to serve 22 station communities (**Figure 24**). The key routes provide Michiganders with a connection to Amtrak's national network centered in Chicago and east-west connections between cities across southern Michigan. Amtrak's "Thruway" intercity bus system (also shown in **Figure 24**) helps extend long-distance transit service to the northern Lower Peninsula and Upper Peninsula areas not directly served by passenger rail.

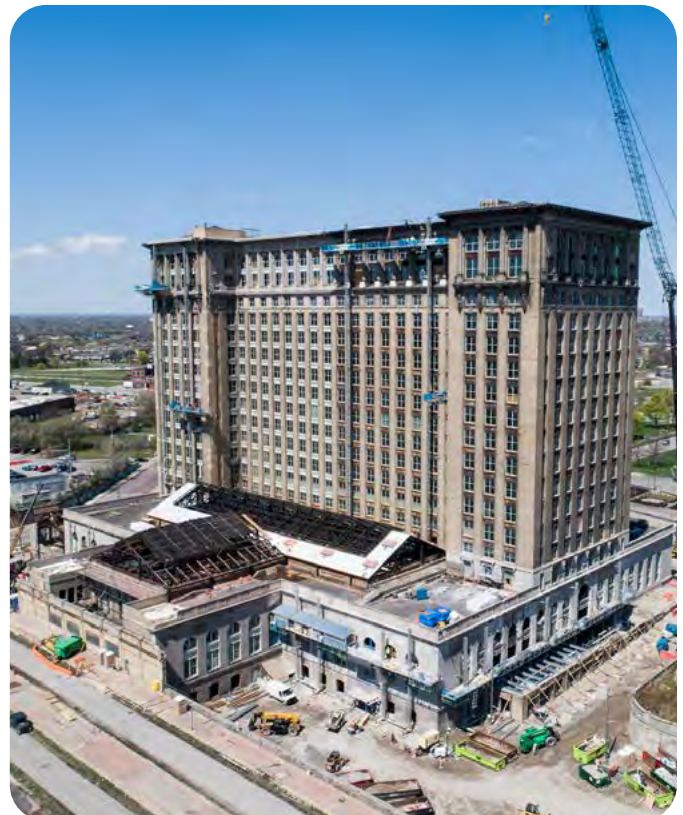
CHAPTER 13

Network Accessibility and Connectivity

Accessibility and connectivity (getting people and freight where they need to go safely and conveniently) is the bedrock of the transportation system and fundamental to unlocking Michigan's economic growth, equitable access to opportunity, and improved health outcomes, as discussed in Chapter 2, **Socioeconomic and Technology Trends, Forecasts, and Scenarios**. Michigan's access needs include investing in new infrastructure such as rail spurs, expanding transit systems, and filling missing links in the statewide trail network and local sidewalk and bikeways networks. Interconnections between modes are equally as important. Without facilities that transfer freight from rail to truck and sidewalk connections to bus stops that are compliant with the Americans with Disabilities Act (ADA), transportation networks are not useful to everyone. Increasingly, access also means digital connections between people and services as well as vehicles and infrastructure. Investing in access and connectivity over the next 25 years will increase the potential of Michigan's residents and businesses.

Scale of Need

The level of investment necessary to address Michigan's accessibility and connectivity needs is currently unknown. Many of the techniques for quantifying the scale of need for the statewide transportation system have been developed for preserving, optimizing, and generally improving the mature, existing transportation network. Tallying up the sum total of infrastructure that is yet to be built at the statewide level is more challenging. In part, this is the result of historical underfunding. In an environment of constrained funding, transportation agencies focus their energies on what their existing assets and address new infrastructure and programs when budgets allow. On the other hand, there is significant uncertainty in projecting who pays for emerging technologies like electric-vehicle charging stations and connected, 5G-enabled infrastructure and how much. The following chapter outlines high-level needs that MDOT, transit agencies, local governments, the private sector, the public and other stakeholders will need to define and quantify in the years to come.



Transit

Many Michiganders who do not own a car depend on transit to get around. Without it, they can become cut off from opportunity and critical services. Connecting riders to transit requires a portfolio of investment in new service, infrastructure, and technology.

Every county in Michigan has some form of transit service (see **Figure 46**). At the highest level, some rural and urban Michiganders are not currently served by high-quality transit and must choose between the high costs of car ownership or taking a lower paying or less stable job closer to home. In some areas, service may not extend to job centers or may operate only Monday through Friday, leaving workers who work nights and weekends with little to no service. As Michiganders age and zero-car households increase, demand for transit, especially flexible and on-demand services, will rise. Responding to these needs will require stable sources of operating funding that can respond to economic shifts.

An array of transit providers and services operate within many of Michigan's urban regions. Moving across counties and municipal boundaries (where possible at all) may require transferring between providers. To make it easier for riders to move about and to ensure that farebox revenues flow to the right places, integrated fare systems and updated business processes are necessary. Providers of flexible services will need new scheduling and dispatch software to manage larger volumes as well as more complex trips.

Michigan's intercity bus system provides affordable connections within the state and into neighboring states and Canada. Continued funding will ensure access not only within regions but between them as well.

The growing number of shared mobility services necessitate the implementation of a statewide MaaS platform to effectively reap the benefits of new mobility options. If travelers don't know about or aren't certain that they can access a shared scooter or hop onto an awaiting microtransit bus, they may not make the trip. Not only will a statewide platform allow for easier travel across service providers, but it will head off the creation of walled gardens: private platforms that may artificially constrain choices to those provided by a single company or consortium.

Ensuring equitable access to transit and shared mobility services will depend on providers' abilities to serve unbanked users as well as those without smartphones or Internet access. Providers will need to continue to offer



Source: The Ride

cash payment options and ride codes that can be purchased at a retail location or a mobility hub. The public sector will need to establish the ground rules and partnerships to maintain an inclusive system.

Active Transportation

Unlocking healthy behaviors and more transportation options depends on completing low-stress networks that accommodate users of all ages and abilities. Just a few gaps in the sidewalk network or significant distance between crossings can make it nearly impossible for people to travel without a car. Gaps in local bike networks and even statewide routes like the Iron Belle Trail that force riders onto a narrow shoulder of a busy road may dissuade users from taking a trip altogether or dramatically curtail the destinations they can reach. Like first- and last-mile connections, filling gaps in the network is typically implemented at the local level, necessitating collaboration, funding, training, and technical assistance.

Active transportation lags behind many of the other modes in one major respect: no statewide inventory of sidewalks, bike facilities, and trails exists. An upfront effort to collect and standardize data is needed before MDOT and partners can systematically identify gaps and areas of low active transportation access.

CHAPTER 14

Network Resiliency

As Michigan works toward its goal of carbon neutrality by 2050 to mitigate the impacts of climate change, the state's transportation stakeholders must ensure that the statewide system is resilient not only to increasingly severe weather but other potential threats.

According to the National Institute of Standards and Technology, resilience is “the ability to minimize the costs of a disaster, to return to a state as good as or better than the status quo, and to do so in the shortest feasible time.” The need for resilience can come from many sources, including human-caused (e.g., terrorism and cyberattacks) and natural disasters (e.g., extreme heat and cold, precipitation, and flooding).

For MDOT, the need for network resilience plays a prominent role in both planning and design. In the 2019 TAMP, MDOT developed a risk management plan to get ahead of potential negative effects that uncertainty or variability would have on MDOT's objectives.

The TAMP identifies the following principles to improve the statewide transportation network's resiliency:

- ▶ Identify disruptive events and risks.
- ▶ Estimate the likelihood that each of those events might actually happen.
- ▶ Identify options to minimize the likelihood of negative events occurring or reducing the magnitude of the negative impacts.
- ▶ Estimate the costs to implement each of those options; strategies for recovering from unanticipated events.

Recent weather events coupled with decades of underinvestment in the state's infrastructure have brought this issue into focus for many Michiganders. More than 6

inches of rain fell on parts of Detroit in June 2021, quickly overwhelming aging stormwater infrastructure. Flood waters closed parts of all major depressed freeways in the city, including I-94, I-96, and I-75, a close replication of flooding in 2014. In June 2018, catastrophic rain and flooding left two counties in the Upper Peninsula (Houghton and Menominee) in a state of disaster and thousands of residents without crucial roadways. Dozens of roads were washed out, some of them major routes such as US-41, M-203, and M-26. In May 2020, another catastrophic rain event hit the Midland area, which resulted in two dams failing. At its peak, flooding affected more than 20 state and local bridges.

In addition to sudden severe climate events, longer-term flooding issues and coastal erosion have occurred as a result of historic lake levels on the Great Lakes. In 2019 on Mackinac Island, high water and waves washed out 3 miles of M-185, which resulted in a multiyear rebuilding project. And on Old Mission Peninsula in Grand Traverse County, a portion of Peninsula Drive was closed after part of it washed away into the West Arm of the Grand





Traverse Bay. These events illustrate the need for resiliency planning across all transportation agencies due to the impacts on available resources and mobility.

To fully assess the level of vulnerability along Michigan's roads, MDOT proposes conducting a follow-up climate vulnerability study, building on the pilot study MDOT participated in with FHWA in 2013. Since that time, much more detailed elevation data has been collected in Michigan to fill in data gaps for assets such as culverts. This study will also use lessons learned from a recent study the Southeast Michigan Council of Governments completed on how to best ensure that the vulnerability rating is updated as the condition of assets changes.

In addition to the climate vulnerability study, MDOT must build on the risk assessment foundation described in the TAMP. This plan identifies several major risks to MDOT as an agency and to the delivery of MDOT's programs: labor shortages, cyberattacks, revenue shortfalls, changing revenue sources, and spikes in material costs. These risks are not what immediately come to mind when discussing risk but are just as critical if not more threatening to the department and local agencies because they could disrupt the state's ability to deliver the MM2045 Vision and to protect the health, safety, and economy of Michigan residents and businesses. MDOT and local agencies will need to address mitigation strategies for these risks, especially along critical roadways.

Strategic Multimodal Corridor Network

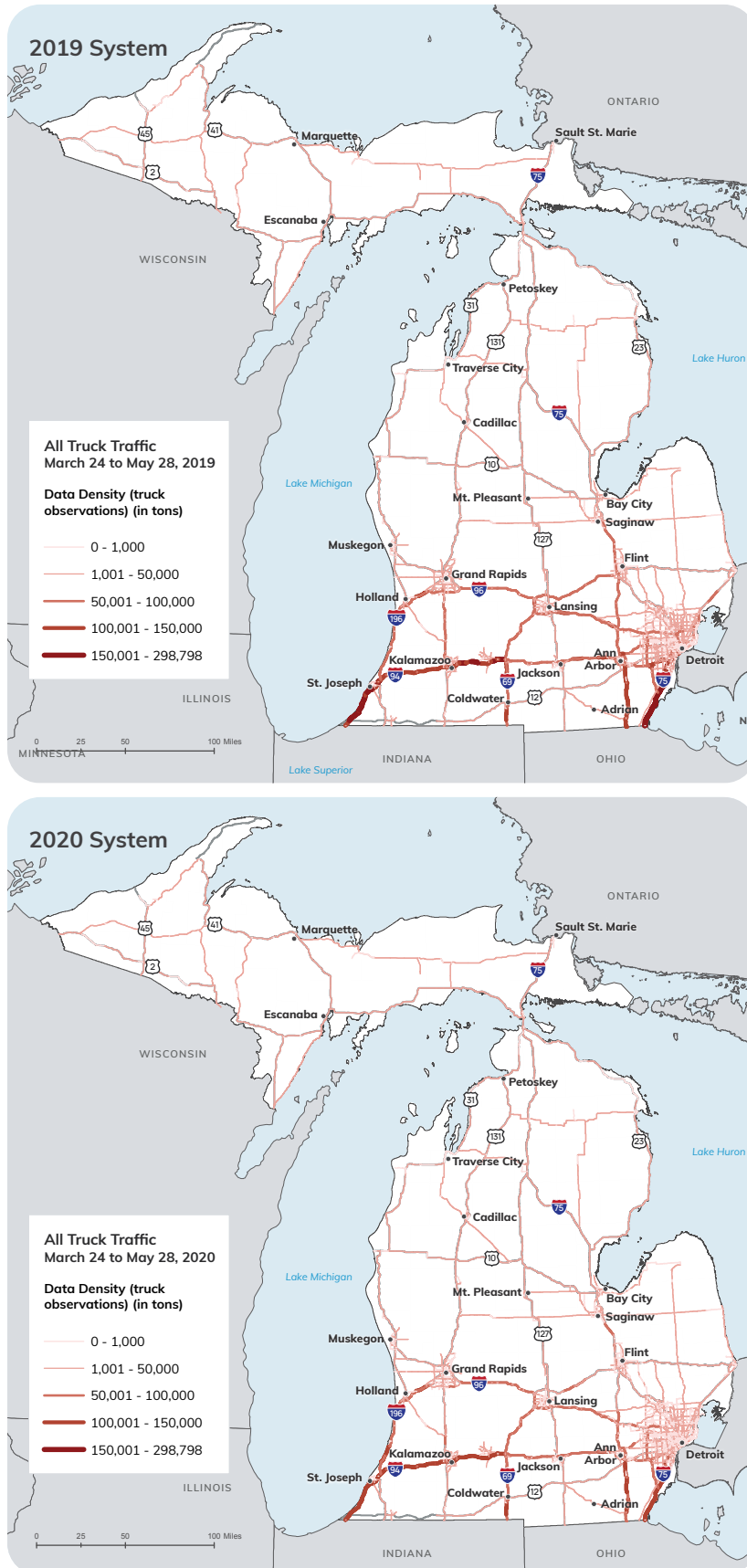
An important part of the work through MM2045 was the designation of an SMC network. SMCs are an integrated, multimodal system that serve the movement of people, services, and goods that are vital to the state, national, and international economies. They link the state's key activity centers based on concentrations of people, jobs, educational and medical services, freight and intermodal facilities, tourist attractions, and other similar destinations. Focusing MDOT's major transportation spending in these strategic corridors allows the state to provide the strongest return on investment, given limited funds.

The SMC framework is generally built on Michigan's freeway network but is defined broadly enough to include parallel major highways that serve as alternate routes, along with Class 1 (the largest) rail lines, passenger rail and intercity bus routes, and U.S. bike routes. MDOT's decision to include rail, intercity transit, and active transportation is based on the recognition that a resilient, equitable transportation system provides multiple ways to connect population and employment centers.

An example of the SMCs' importance to statewide resiliency is the role that these corridors played during the COVID-19 pandemic. To understand how the "Stay Home, Stay Safe" executive orders affected the flow of essential goods throughout the state, MDOT used FHWA's National Performance Management Research Data Set to compare the shipping volume carried via truck during this period versus pre-pandemic 2019 numbers. The results, seen in **Figure 47**, demonstrate that freight movement during the early phase of the pandemic occurred along the same core roadway network as the SMCs – effectively confirming that the SMCs and the network for essential goods are one and the same. Investments in the corridors thus are protecting the supply of goods to Michigan households, health care facilities, retailers, and other crucial providers.

In the case of natural disasters, it is critical to safeguard the SMCs by keeping them in a state of good repair. By addressing the needs of pavement, bridges, culverts, guard rails, signals, signs, and ITS equipment before they fail, the impact of extreme weather events such as extreme cold, extreme heat, flooding events, and snowstorms can be mitigated. Though it is much harder to plan for the impacts of human-caused disasters such as terrorism, technology failure and cyberattacks can be greatly lessened through redundant and resilient transportation networks.

Figure 47. Intensity of Truck Activity, Lockdown 2020 vs. Same Period 2019 (source: USDOT NPMRDS)



Mode-Specific Needs

As mentioned in Chapter 6, **Mobility and Accessibility**, the need for multiple travel options such as auto, transit, and bicycle is important for providing mobility choices that fit all lifestyles and abilities. However, the understated benefit of multiple transportation options is that they provide system redundancies that people can rely on in the case of human-caused and natural disasters. This “portfolio of options” is a vital part of maintaining a resilient system.

An example of the impact climate events can have on the transportation network occurred in late January 2019 when Michigan experienced a series of heavy snowfall events followed by a dangerous drop in temperature. On Jan. 29, Gov. Whitmer declared a state of emergency, activating more than 100 warming centers around the state. In many locations, people faced transportation challenges that made it difficult or impossible to leave their homes when backups and pileups forced temporary closures along segments of M-40, I-196, I-496, US-127, US-131, and M-37. Some transit agencies, including the Blue Water Area Transit bus system in St. Clair County, were also forced to close.

Roads and Bridges

MDOT's freeway pump stations will require capital investment to protect the transportation system from flooding events. Overall, stand-alone capital improvements of pump stations outside of other roadway projects over the next 25 years is anticipated to cost \$109 million. These costs, along with forecast routine maintenance expenditures, are reflected in MDOT's non-winter maintenance needs.

Most pump stations in the Metro Region are more than 50 years old. Funds have been dedicated to improve equipment to mitigate future flooding events. Between 2016 and 2020, MDOT spent \$25 million on Metro Region pump station improvements. Additionally, between 2021 and 2025, \$27 million has been programmed for further

work. Additional needs include permanent pump station generators to prevent outages, estimated to cost \$50 million. Finally, \$400 million is expected to be spent on drainage projects in the Metro Region between 2015 and 2026, which will complement work on pump stations.

Freight

Michigan's supply chain managers closely monitor the progress of shipments over a two to three-day horizon and pay careful attention to weather and other disruptions. They depend on Michigan's routine efforts to keep the network flowing and the information relayed to freight carriers. In the case of prolonged disruptions that close portions of the network, alternative routes and modes are crucial. The air cargo system serves as a fail-safe but it cannot replace trainloads and boatloads of freight, nor steady streams of trucks. In addition to the role of the SMC network in safeguarding such traffic, proactive communication with industry about the state of the system is important. Technology improves the ability to do this in real time but the information systems themselves need redundancy to be effective and power supplies to remain operational. Public-private training exercises can be one way to enhance readiness and anticipate difficulties.

Rail

Freight and passenger railroads face disruptions to their operations, both use- and weather-related, similar to other modes. Track and roadway design as well as maintenance are held to rigorous standards set by both the FRA and American Railway Engineering and Maintenance-of-Way Association. Targeted train maximum train speeds, climate, and soil conditions are all design considerations. Track conditions are continually monitored to ensure safe and continuous operations. Monitoring is complemented by frequent inspections using state-of-the-art technologies coupled with predictive failure models. Railroad companies also employ program maintenance practices.

Transit

Human-caused and natural disasters regularly threaten operations and capital assets of transit systems throughout Michigan. For example, extreme weather events such as freezing conditions and heavy snowfalls place excessive stress on transit systems when they are often needed the most. For agencies statewide, resilience means not just being ready for emergencies but also being able to maintain safe operations while they are occurring. A resilient transit network can take many shapes,

including having a plan in place to provide free bus trips for passengers reaching safe havens during natural disasters to having a dry parking lot to store buses during flooding events.

During the COVID-19 pandemic, Michigan's passenger rail and transit networks faced an uphill battle in continuing operations. Early on, the decision was made that if Michigan had any hope of flattening the curve, it was absolutely essential to keep providing transportation for essential workers. Although few could have anticipated such a future, agencies quickly moved into motion, shifting flexible funding sources for capital investments (e.g., sprayers and ventilation system upgrades) and, more importantly, operations funding to keep transit going at a level of service that was somewhat robust.

Aviation

Michigan's unique geography (two peninsulas and several islands bounded by four of the five Great Lakes) presents challenges for long-distance travel as well as access, particularly for geographically isolated communities, highlighting the importance of dependable, basic air service coverage. Due to seasonal ice coverage, aviation is the only connection to the mainland for several of Michigan's island communities with year-round residents. Flight disruptions caused by poor weather conditions affect not only the flow of people and goods but also emergency access at airports without appropriate facilities (such as lighting and visual aids) and procedures. Thus, meeting air access goals in all-weather conditions is a priority in the state, as reflected in Michigan's 1996 Island Transportation Policy. According to the 2017 MASP, nearly half of Michigan's Tier 1 and 2 airports do not have all-weather access, and 6 percent do not allow year-round access. Investing in capital improvements like lighting and visual aid systems are critically important to connect these communities to the mainland for economic development as well as public safety reasons, such as ability to access emergency medical care.

DATE: January 20, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott D. Zielinski, Assistant City Engineer
Mary Kucharek, City Attorney
Bruce R. Johnson, Building Official

SUBJECT: Amendment to Obstruction Permit Agreement for the Right-Of-Way Occupancy by Temporary H Piles

INTRODUCTION:

In order to provide the least disruptive method of construction at 277 Pierce, the City approved an agreement with 277 Development Associates, LLC for the 277 Pierce "Project". This agreement allowed for the Development to place an earth retention system, consisting of steel "H piles" and wood lagging in the R.O.W. The agreement required that the H piles and lagging being removed 96" below the surface grade, upon completion of the project. During construction the development encountered complications in relationship to existing utilities in the R.O.W. and the Developer is seeking an amendment to the agreement.

BACKGROUND:

The 277 Development installed H piles for construction as planned. During excavation for the water, sewer, and electric for the building, the Construction Manager (Ronnisch Construction Group) discovered that the utilities in the ROW were much closer to the property line than records indicated (as seen in the appended copy of Ronnisch's Pile removal letter dated 10-19-21), making it complicated to achieve the original agreed upon depth of 96" for pile cut off. Ronnisch approached the City with concerns about being able to safely and effectively remove the H piles to the agreed 96" depth.

The greatest concern for safety is along the south side of the building. A gas line would be fully exposed during any required excavation for the cutting of the H piles along this longest length of the building. By exposing the gas line there is increased risk of damage to the line that could result in a leak. The cutting of the pile would be considered "hot work" (sparks could be caused by grinding, or a flame torch is used to cut the pile). Due to the increased risk of a leak by exposing the gas line, and the requirement of hot work to remove the H piles. There is a risk of an explosion from any potential leak. Should an explosion occur it could result in injury or death to a worker.

Along the alley, the combination of the electrical conduit and the AT&T duct bank locations make it extremely difficult to cut at the appropriate elevation without risk of damages or collapse related to the utilities. The electrical duck bank is a rectangular shaped clay pipe that is filled with wires. Fully exposing this pipe and excavating below it to open up enough space needed to complete the cutting of the H piles could result in a collapse of the pipe.

The existence of the pipe additionally limits the ability to appropriately shore the excavation and limit the risk of collapse of both the AT&T and Electrical duct banks.

The last location along the west side of the building, could be completed with proper shoring, there are not as many conflicts with utilities in this space. It is notable that the space between the street and the building is still challenging to properly shore, making removal of the H piles to the agreed upon depth extremely difficult.

Ronnisch proposed amending the agreement to only require cutting the piles at 3 ft below grade to avoid the above described complications, and inherent safety concerns that they had with proceeding with the removal of the H piles to the previously agreed upon depth of 96".

It is the Engineering department's opinion that given both the location of the H piles (between 12-16" from the building face) and the proposed elevation of the H piles (a minimum of 3 ft below the ground surface), there is minimal risk for the City of future conflicts. It is not expected that there will ever be a City utility or City project that would be affected by the H piles remaining at the new proposed depth. The only City projects that would occur in this proximity of the building would involve sidewalk projects, and this project type would not require excavation to depths that would cause the piles to come into conflict. Other general future projects that would require excavation of depths below 3 ft would take place in the area of the existing road surface (work associated with water mains, or sewer mains) and therefore would not conflict with the proposed cut off depth.

Given the discoveries of utility locations during the project, the safety and logistics concerns, and additionally the lack of perceived future conflicts related to the change in agreement of depth of cut off, the Engineering Department recommends proceeding with the new agreement limiting the depth of cut off to a safer elevation.

LEGAL REVIEW:

After extensive communications with all parties involved, a written Agreement has been created offering protections to the City by way of indemnification and a hold harmless agreement to the City for any costs or charges related to the abandonment of the H-Piles in the City's right-of-way. The obligations and responsibilities and protection of the City shall run in perpetuity and the obligations and responsibilities shall run with the land and this covenant shall be recorded with the Oakland County Register of Deeds.

FISCAL IMPACT:

The 277 Development Associates L.L.C. will pay the City \$7,500.00 in consideration for the abandonment at the City Right-of-way locations.

PUBLIC COMMUNICATIONS:

N/A

SUMMARY:

The City Attorney, Engineering and Building Departments recommend the approval of the First Amendment to Obstruction Permit Agreement for Right-Of-Way Occupancy by Temporary H Piles, allowing the development to leave the piles in place, provided they are cut off a minimum of three (3) feet below the ground surface.

ATTACHMENTS:

- Letter From Ronnisch Construction in regards to H piles
- Amended agreement

SUGGESTED

COMMISSION

ACTION:

Make a motion adopting a resolution to approve the First Amendment To Obstruction Permit Agreement For Right-Of-Way Occupancy By Temporary H Piles, allowing the 277 Development L.L.C. to leave the H piles in place, provided they are cut off a minimum of three (3) feet below the ground surface, for the development at 277 Pierce St. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City.



October 19, 2021

Bruce Johnson
Building Official
City of Birmingham

RE: 277 Pierce – Pile Removal

Mr. Johnson,

Thank you for meeting and speaking with our team on multiple occasions regarding our concerns for the pile removal for the earth retention system at 277 Pierce. Our hope is that this document will effectively communicate our logistical and safety concerns with the actual conditions & utility locations vs. the documented/anticipated conditions & utility locations.

ORIGINAL APPROACH

Although challenging, given the information that was available to our team at the time of our Obstruction Permit Agreement on May 11, 2020, our team was fully prepared and confident we could meet the requirement of removing the piles to 8' below finish grade. Not only the Ronnisch Construction team, but our subcontractor partners as well: Robert Clancy Contracting (Earthwork) and Niemi Corporation (Piles) were prepared to remove the piles as agreed upon.

Here is a snapshot of the earth retention (Niemi) subcontract:

SCOPE OF WORK

Furnish and/or install all materials, labor, equipment, and supervision necessary to complete the following scope of work for the above-referenced project. All work must be completed in strict accordance with the following contract documents.

This work will be completed on a lump sum basis, and includes but is not limited to the following items:

1. Provide labor, equipment and material to furnish and install temporary earth retention system (ERS) complete in accordance with the contract documents including, but not limited to the following:
 - a. Design and engineering as required - Including engineer's stamp/seal.
 - b. System to be installed:
 - i. Soldier pile and lagging
 - ii. Predrilled
 - iii. Grouted
 - iv. Hardwood lagging
 - c. Include ERS at south, east and west elevations.
 - d. Earth retention system to be used as blind side form for the concrete foundations – coordinate with concrete subcontractor.
 - e. Coordinate with earthwork contractor for required excavation, backfill, etc.
 - f. Provide and install OSHA approved temporary fall protection / hand rail at top of ERS.
 - g. Return to site (will require separate mobilization), to cut and remove piles to 8' below finish floor when directed by RCG Superintendent. Include haul-off of removed portion of piles. Excavation and backfill for this work to be by earthwork contractor.
 - h. Walls and piles to be plumb and true.



Here is a snapshot of the (Robert Clancy) earthwork subcontract:

SCOPE OF WORK

Contract Amount: \$100,000.00 — *EXCAVATION ONLY RCG* A.J.L.
(INITIAL CONTRACT AUTHORIZES EARTHWORK OPERATIONS REQUIRED FOR TEMPORARY EARTH RETENTION SYSTEM – CONTRACT TO BE REVISED FOR FULL AMOUNT OF \$189,381.00 WHEN APPROVED BY OWNER)

Furnish and/or install all materials, labor, equipment, and supervision necessary to complete the following scope of work for the above-referenced project. All work must be completed in strict accordance with the following contract documents.

This work will be completed on a lump sum basis, and includes but is not limited to the following items:

1. Provide labor, equipment and material to furnish and install earthwork and site utilities complete in accordance with the contract documents including, but not limited to the following:

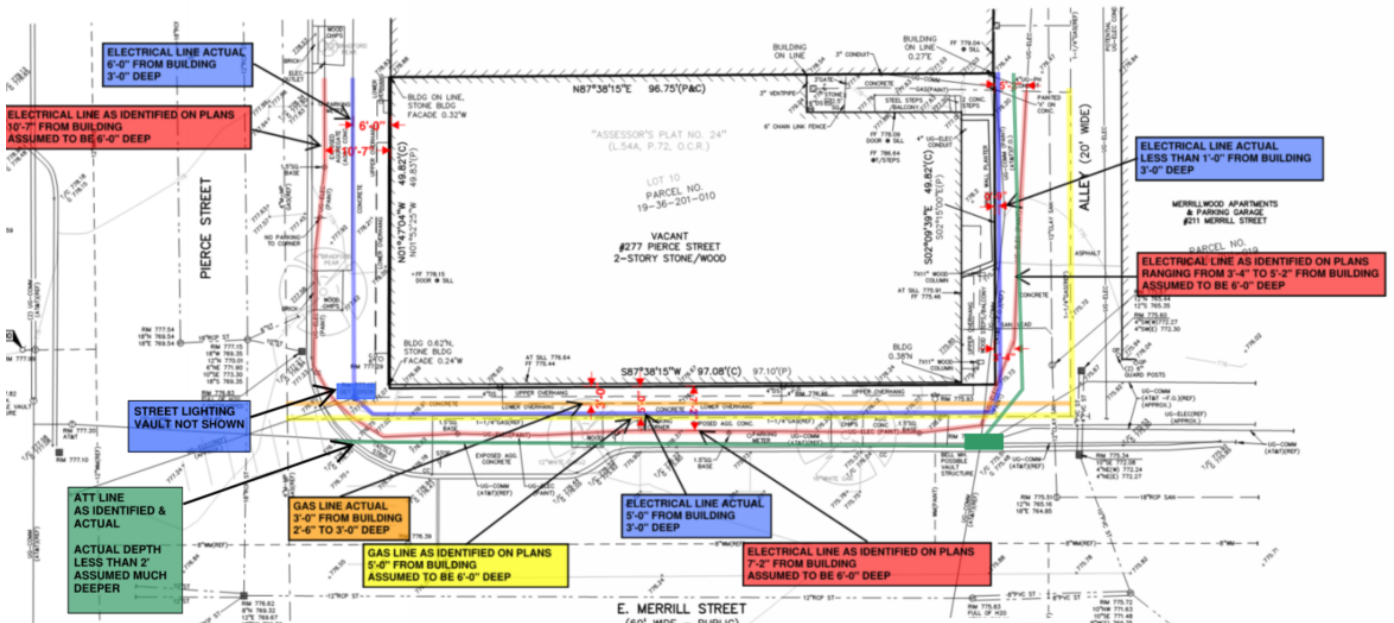
- a. Soil erosion controls
 - i. Include installation, maintenance and removal as directed by the RCG Superintendent
 - b. Site Demo including legal disposal of all debris
 - i. Sawcut & remove all hardscapes including, but not limited to sidewalks, curbs, paving, pavers, etc.
 - ii. Remove trees and stumps
 - iii. Remove parking meter posts
 - iv. Remove & salvage decorative light poles (note – drawings call for protection only – include removal) By Electrical
 - v. Remove & salvage signs
 - vi. Remove storm sewer and catch basins
 - vii. Remove tactile strip
 - viii. Remove wood columns
 - ix. Remove brick wall and planters
 - x. Remove cleanouts
 - xi. Remove utility leads
 - xii. Remove u/g comm. Line, electrical line and gas lines as identified
 - xiii. Protect existing utilities and cityscapes to remain
 - xiv. Include coordination with the local utility companies
 - xv. Perform pre-demo survey identifying existing conditions
- c. Earthwork
 - i. Excavate & backfill / assist for earth retention system – see sketch above. Scope includes excavation and backfill at base of ERS installation.
 - ii. Excavate basement level to bottom of footing elevation – Elevation 97.00. Provide OSHA approved stepped / sloped banks. Include haul-off of all spoils. After concrete and waterproofing, backfill and compact basement with engineer approved material. Drain tile by plumbing contractor. Include haul-off of foundation spoils.
 - a. Base bid to include backfill and compact (1) time after all foundations are poured. Foundation contractor to deliver pad at same elevation received.
 - b. Add option to backfill and compact (2) times: 1.) after the form, pour & waterproofing of the basement walls, backfill the area outside of the basement limits to 8" bff and 2.) after the remaining foundations are poured. Include increased haul-off of foundation spoils.
 - iii. Create compacted building pads with engineer approved material.
 - iv. Furnish and install rough / fine grade (within +0.1 ft of top of subgrade elevation) with engineer approved fill materials for site concrete, asphalt paving with fine grading by others.
 - v. Backfill curbs and hard edges
 - vi. Subcontractor must maintain suitable site conditions, as required by the RCG Superintendent, for the project's duration.
 - vii. Include haul-off of all spoils generated by the earthwork operations as required
 - viii. Furnish and install specified base material for slabs on grade
 - ix. **Furnish and install specified base material for all site concrete**
 - x. **Provide labor and equipment to excavate and backfill, with approved materials, for the safe removal of the ERS piles to 8' below finish floor. Cutting, removal & disposal of piles by others.**
- d. Site Utilities
 - i. Locate existing utilities to remain for tie-in locations and adjustments for new grades as identified

Both of these companies have extensive experience with unique and challenging site conditions. Ronnisch, Niemi and Clancy discussed our options in detail and discussed various approaches. Our ultimate plan, again based on the information available to us, was to remove the piles to 3' below finish grade to allow the remaining structure to be installed, then dig a trench, in sections, along the side(s) of the building, utilize temporary shoring (steel sheets or trench boxes) as required to allow a safe work area for the men/women performing the pile removals to 8' below finish grade.

DIFFERING SITE CONDITIONS (ACTUAL VS. DOCUMENTED)

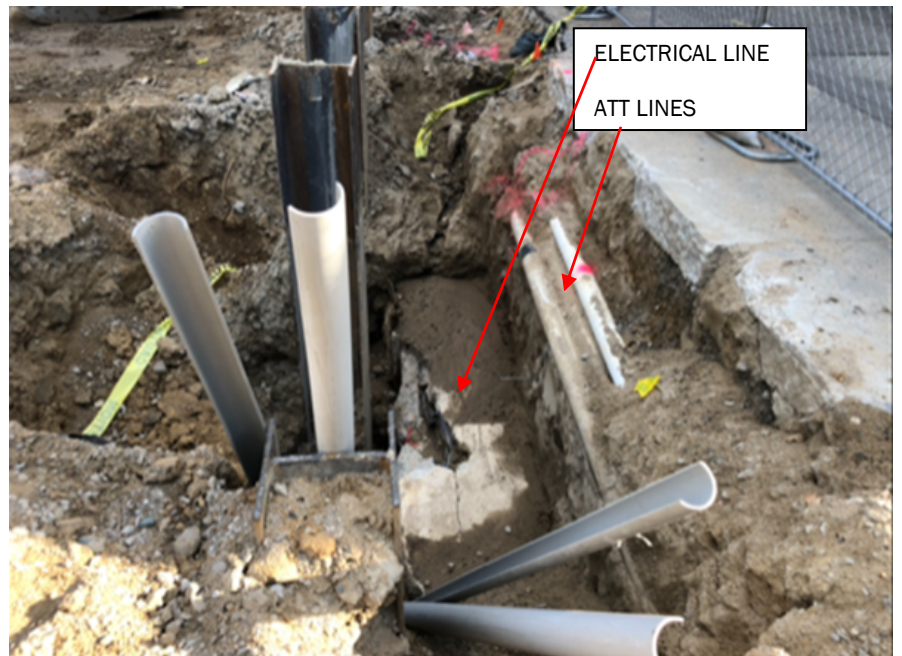
Once on site and able to perform the demolition of the existing building, install the piles and start the mass excavation required, we found the originally documented information was drastically different than the actual conditions of the site. These differences include proximity of utilities to the property line/building, utility depths and soil conditions.

A sketch showing the actual utility locations and depths vs. the documented locations as identified on the existing utility plan. (larger version of this sketch is included as an attachment)



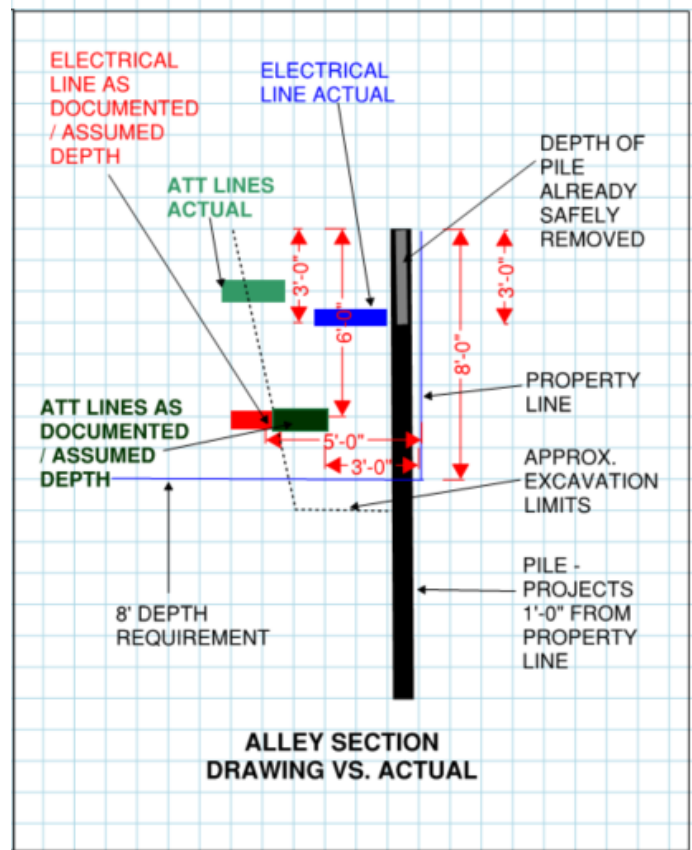
ALLEY

Photo (looking north from Merrill) of the alley showing the existing underground electrical less than 1' from the piles utilized for our earth retention system. The documents identified this electrical line ranging from 3'-4" to 5'-0" from the property line. In addition, please note these utilities are less than 3' below finish grade rather than an anticipated deeper installation.



ALLEY (Continued)

Sketch/Section showing the documented location of the underground utilities vs. the actual. Although the ATT lines would have been challenging to work around (documented or actual locations), these lines do not carry the same safety concerns of an electrical line or gas line. The actual location of the underground electrical lines makes the pile removal not only extremely unsafe, but impossible. The electrical is less than 1' from the property line in lieu of the documented 3'-4" to 5'-0" as indicated on the existing site plan. This location does not allow for excavation of any kind between the electrical and the piles to be removed. In addition, the City does not have any risk with future utilities being installed between the building and electrical line.



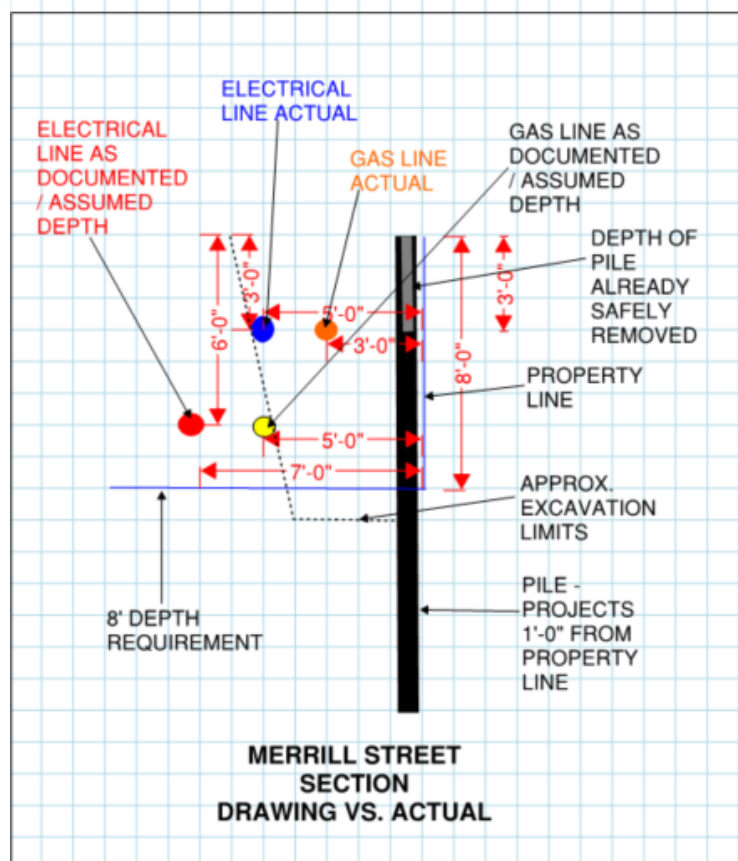
MERRILL STREET

Photo (looking south from the building) showing the various utilities along Merrill Street. Similar to the alley, all of these utilities are 3' deep or less from finish grade - much shallower than anticipated/expected. The main concern on Merrill is the proximity of the gas line to the property line which is less than 3' from the property line and less than 3' deep. The documented location shows this line 5' from the building.



MERRILL STREET (Continued)

Sketch/Section showing the documented location of the underground utilities vs. the actual. If the underground utilities were located as shown, our team would have been able to carefully excavate and utilize steel plates and/or trench boxes to provide an adequate, and more importantly safe, work area. The actual location of the gas line creates a situation where the contractor performing the removal would have to access the excavation in an area less than 2' wide (between building and gas line) and then burn (at extreme heat w/ a blow torch) under an existing, active, high pressure gas line. Our subcontractors have informed us that their insurance company is not comfortable with them undertaking this task.

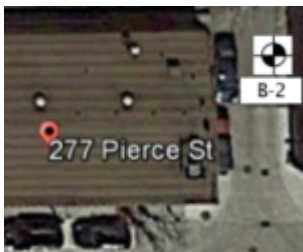


PIERCE STREET

Although the actual location of the electrical lines are closer than as documented, and an underground electrical vault is not shown on the plans, our bigger concern on Pierce is the effects of undermining the existing footings. If we were to remove the piles to the originally agreed upon depth, there is nothing to keep the pressure from the soils underneath the building from collapsing into our excavation / work area.

DIFFERING SOIL CONDITIONS

Another issue our team has encountered on site is the ground water level and the impact it would have on a safe excavation / work area. Per the below boring map and soils report, the conditions should be relatively dry. Our team encountered a constant flow of water running through the site, which would impact our ability to safely work in areas 8' below finish grade.



Project Name: Proposed Kojaian Mixed-Use Development			Soil Boring No. B-2
Project Location: 277 Pierce Street Birmingham, Michigan			
G2 Project No. 170887			
Latitude: 42.545446° Longitude: -83.214389°			
Total Depth: 50 ft Drilling Date: October 30, 2018 Inspector: J. Hayball, P.E. Contractor: Strata Drilling, Inc. Driller: D. Watkins		Water Level Observation: 43 feet during drilling; dry upon completion	
Drilling Method: 2-1/4 inch, inside diameter hollow-stem augers		Notes: * Calibrated Hand Penetrometer Excavation Backfilling Procedure: Auger cuttings and capped with cold patch	

Figure No. 2a

ALTERNATE PLAN

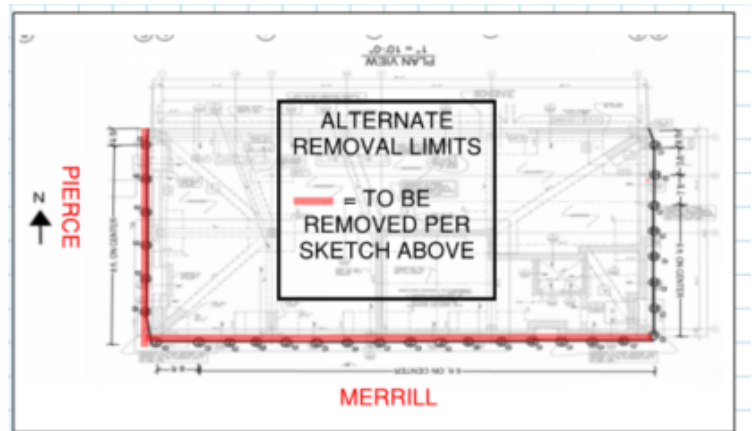
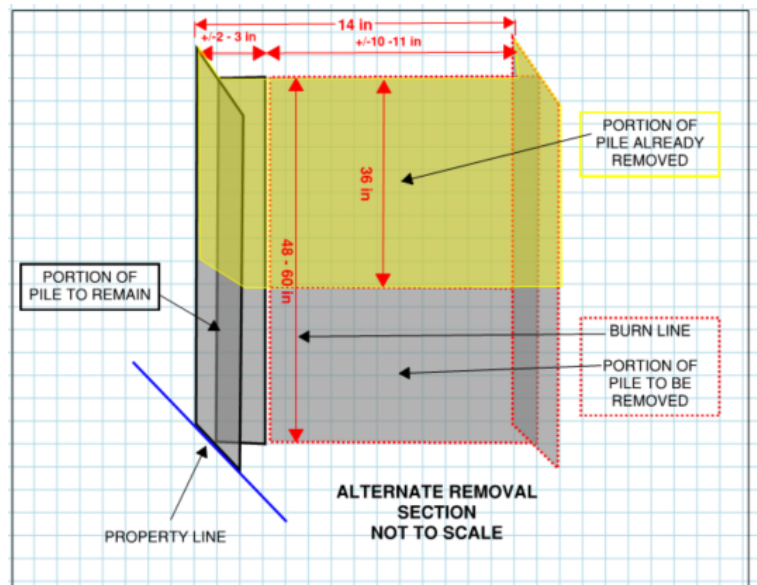
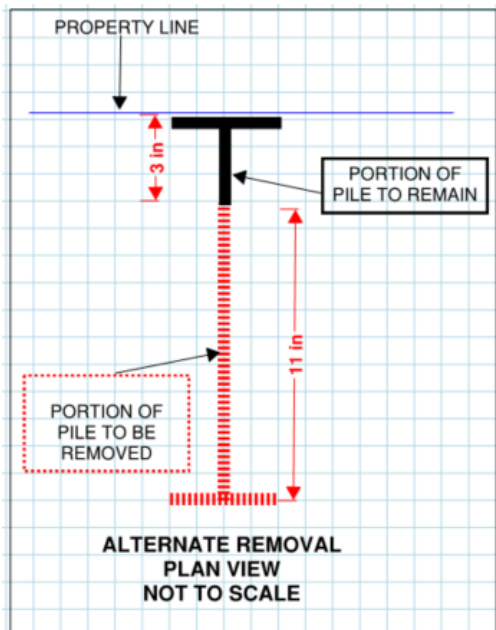
As briefly mentioned above, our team safely removed the top 3' of each pile to enable our team to continue on the vertical construction of the new development. Due to the extremely unsafe conditions, specifically the proximity of the electrical and gas line at the alley and Merrill Street, our team is hopeful that you can accept one of these two alternate plans.

ALTERNATE 1

Given that the majority of the underground utilities are 3' below finish grade or shallower, and the piles project into the ROW 12" to 14", the risk of any future underground utility impacts is minimal. Accept the current conditions, where each pile has been safely removed to 3' below finish grade. The Ronnisch Construction Group and our subcontractors are willing to donate an additional \$10,000.00 for City improvements (doubling the original amount) and/or to have on hand if a conflict arises and a repair is required.

ALTERNATE 2

Ronnisch Construction Group and our trade partners will carefully excavate and remove piles in a vertical direction per the following sketches to a depth of 4' to 5' below finish grade (pending bottom of footing elevations), which was a potential "acceptable" depth from the City's perspective. Please note, this is only possible along Pierce Street and Merrill Street. Unfortunately, the proximity of the electrical lines in the alley will not allow for any additional removals as described above.





As you know, the Ronnisch Construction Group has been performing work in the City of Birmingham for well over 20 years. We truly value the relationships we have garnered over the years with the various Birmingham officials. We pride ourselves on our core values, one of which is "Honesty and integrity: improving the reputation of the building industry". We want you to know that our team had every intention of removing the piles to the required depths based on the information we had at the time of the agreement.

We hope that we can come to a mutual understanding and resolution on this matter. Thank you again for the multiple meetings, phone calls, emails and discussions up to this point.

We want to do the right thing, for the City's sake, just not at the unsafe expense of our team and/or subcontractor partners.

Sincerely,

A handwritten signature in blue ink, appearing to be "J. [unclear]", written in a cursive style.

Vice President
Ronnisch Construction Group

FIRST AMENDMENT TO OBSTRUCTION PERMIT AGREEMENT FOR RIGHT-OF-WAY OCCUPANCY BY TEMPORARY H PILES

THIS AMENDMENT TO OBSTRUCTION PERMIT AGREEMENT FOR RIGHT-OF-WAY OCCUPANCY BY TEMPORARY H PILES (the "Amendment") is made as of the 19 day of January, 2022, by and between the City of Birmingham, a Michigan municipal corporation, 151 Martin Street, Birmingham, Michigan, (the "City"), and 277 Development Associates, L.L.C., a Michigan Limited Liability Company, whose address is 39400 Woodward Avenue, Suite #250, Bloomfield Hills, Michigan, 48304 ("277").

RECITALS

- A. City and 277 entered into a certain Obstruction Permit Agreement For Right-Of-Way Occupancy By Temporary H Piles dated May 11, 2020 (the "Agreement").
- B. Pursuant to the Agreement, City granted permission to 277 to install and maintain H piles to be owned and used by 277 at and in City right-of-way locations as described in the Agreement.
- C. The Agreement provides, among other things, that each H pile shall be cut off ninety-six inches (96") below surface grade at the time of completion of foundation work with the disconnected and cut off section above 96" being removed and the remainder will be abandoned in place upon completion of foundation work.
- D. Once on site and able to perform the demolition of the existing building on its property, install the H piles and start the mass excavation required, 277 and its agents and representatives discovered that the originally documented site conditions were drastically different than the actual conditions of the site. These differences include proximity of utilities to the property line/building¹, utility depths and soil conditions as described in more detail herein:
 - i. With respect to the alley located to the east of the site, the existing underground electrical lines are less than one foot (1') from the H piles utilized for the project's earth retention system. The documents provided to 277, and its agents and representatives, identified this electrical line's

¹ A sketch showing the actual location of underground utility lines and depths as compared to the documented locations as identified on the existing utility plan is attached hereto as Exhibit A.

- ii. location ranging from three feet-four inches (3'4") to five feet (5') from the property line. Additionally, these utility lines are less than three feet (3') below finish grade rather than an anticipated deeper installation. The location of the underground electrical lines does not allow for excavation of any kind between the underground electrical lines and the H piles to be cut off ninety-six inches (96") below surface grade.
 - iii. With respect to Merrill Street (the south side of the site) and similar to the alley, all of the utilities are three feet (3') deep or less below finish grade, which is much shallower than expected. Further, the gas line is much closer to the building than expected. The gas line is less than three feet (3') from the building/property line, but the documentation on file or otherwise available to 277 related to the property indicated that the gas line was five feet (5') from the building. The actual location of the gas line creates circumstance where the contractor performing the removal would have to access the excavation in an area less than two feet (2') wide (between the building and gas line) and then cut the H pile, using a blow torch at extreme heat, under an existing, active, high pressure gas line.
 - iv. With respect to Pierce Street (the west side of the site), the actual location of the existing underground electrical lines is closer than as documented and an existing underground electrical vault was not shown on the plans. Moreover, cutting the H piles to ninety-six inches (96") below surface grade will undermine the existing footings. If 277 is required to remove the H piles to ninety-six inches (96") below surface grade, there would be nothing to prevent the pressure from the soils underneath the building from collapsing into the excavation/work area.
 - v. Lastly, once on site, 277 experienced differing soil conditions. Per 277's boring map and soils report, it was anticipated and expected that the conditions on site would be relatively dry. However, the unexpected ground water levels encountered on-site will negatively impact the safety of the site. 277 and its agents and representatives encountered a constant flow of water running through the site, which would impact their ability to safely work in areas ninety-six inches (96") below surface grade.
- E. As a result of aforementioned circumstances that were unknown to the parties at the time of entering into the Agreement, including the interference with public utilities, and due to the risk to the public health, safety and welfare, it is not possible to cut off the H piles ninety-six inches (96") below surface grade at the time of completion of foundation work.
- F. City and 277 desire to amend the Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and 277 hereby agree as follows:

1. The Recitals set forth above are incorporated as if set forth in full herein and made a part of the Amendment between the parties. The Recitals are true and correct.

2. Notwithstanding anything contained in the Agreement to the contrary, each H pile installed by 277 at City right-of-way locations as described in the Agreement shall be cut off and removed to a depth of thirty-six inches (36") below surface grade at the completion of foundation work. The remainder of any H pile installed by 277 at City right-of-way locations shall be abandoned in place and 277 shall pay to City the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) in consideration for such abandonment at City right-of-way locations.

3. Notwithstanding anything contained in the Agreement to the contrary, and to the extent permitted by law, 277 agrees to be responsible for any liability, pay on behalf of, indemnify and hold harmless City, its elected and appointed officials, employees and volunteers and others working on behalf of City, against any and all claims and demands made by a public utility company for any increase in costs or charges related to the performance of any underground utility work by that public utility company in an existing easement wherein the remaining H pile material is below 36 inches that is caused solely by the abandonment in place of the remainder of any H pile installed by 277 at City right-of-way locations as described in the Agreement (hereinafter an "Indemnified Claim"). 277 agrees to these obligations and responsibilities in perpetuity and such obligations and responsibilities shall run with the land. All subsequent owners of 277 Pierce Street, Birmingham, MI shall be bound by the terms of this Agreement. This indemnity does not apply to any costs or damages caused by the negligence of the public utility or its agents, representatives or designees..

4. In connection with any Indemnified Claim for which City seeks indemnification, City shall: (a) give prompt notice in writing to 277 as soon as possible and, in any event, not later than two (2) business days after discovery of such claim; (b) promptly and fully cooperate with 277 in defense of such claim; (c) in connection with the defense of any Indemnified Claim, City shall assist in the defense of such claim and shall consult with 277 in regard to such defense; and (d) make any policy of such insurance applicable to such claim available to 277.

5. Except as amended herein, the Agreement shall remain unmodified and in full force and effect.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one in the same instrument.

7. This Agreement will be recorded with the Oakland County Register of Deeds.

[Remainder of Page Intentionally Left Blank]

CITY OF BIRMINGHAM, a Michigan
municipal corporation

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, Clerk

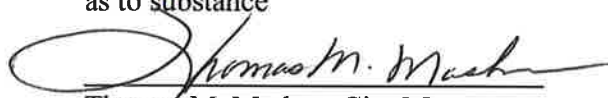
277 DEVELOPMENT ASSOCIATES,
L.L.C., a Michigan limited liability company

By: 277 DEVELOPMENT ASSOCIATES-
MM, INC., a Michigan corporation

Its: Manager
By: 
Its: VP

APPROVALS:


Bruce R. Johnson, Building Official
as to substance


Thomas M. Markus, City Manager
as to form


James J. Surhigh, P.E., City Engineer
as to form

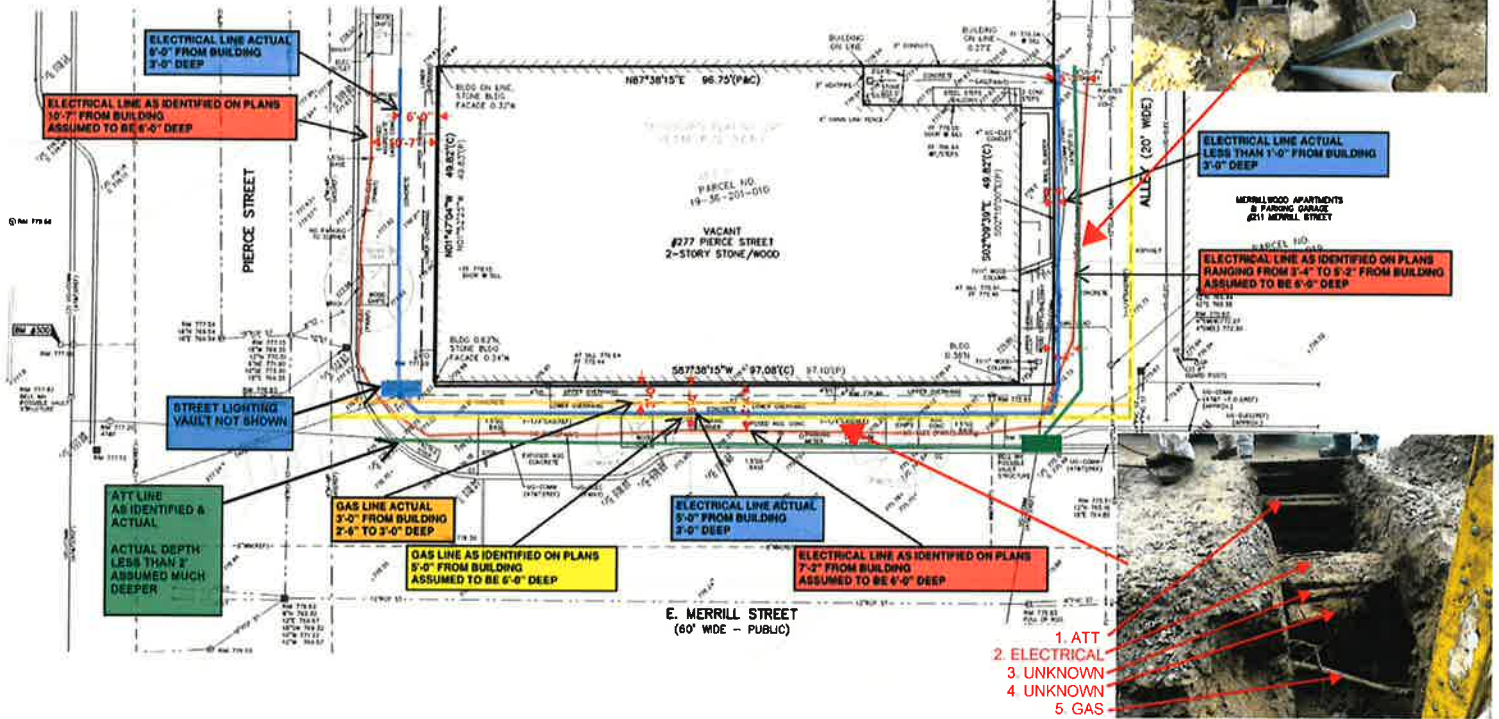

Mark Gerber, Finance Director
as to substance


Mary M. Kucharek, City Attorney
as to form

Exhibit “A”

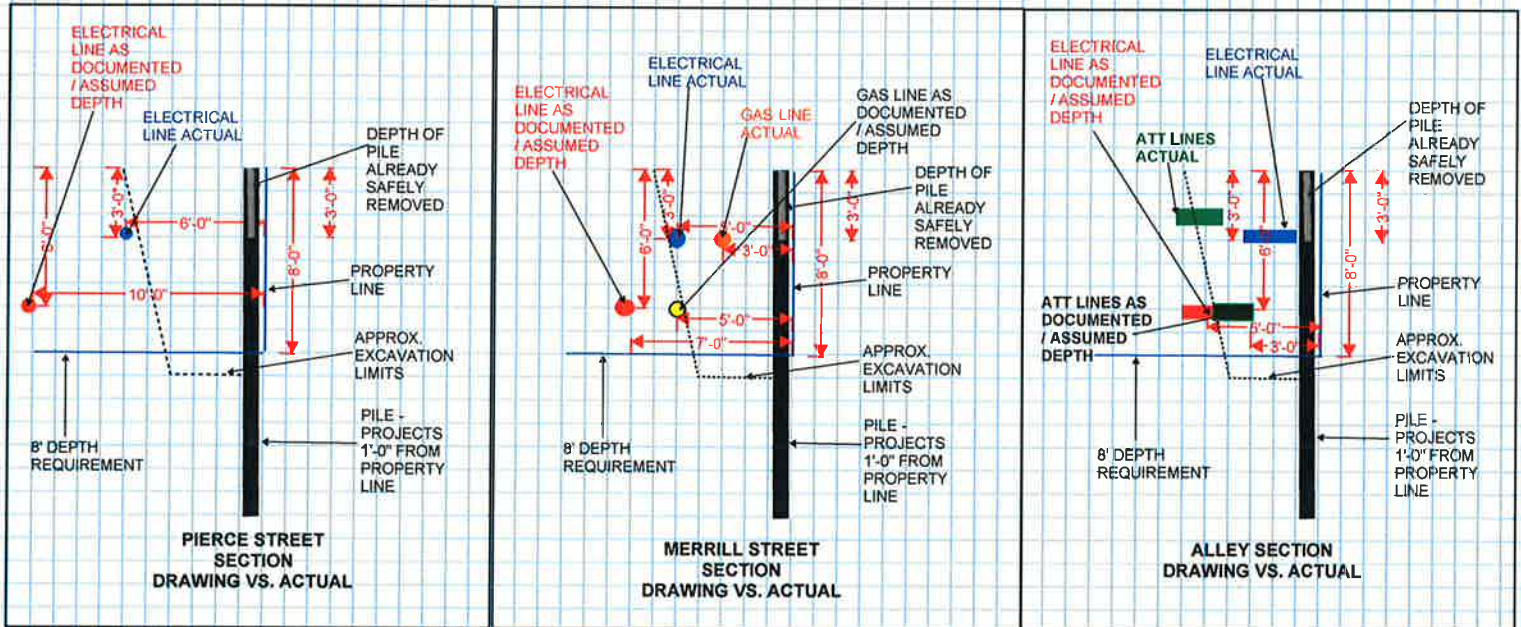
277 PIERCE DOCUMENTED UTILITIES VS. ACTUAL

PLAN VIEW
10/19/21



**277 PIERCE
DOCUMENTED UTILITIES VS. ACTUAL**

**SECTIONS
10/19/21**



January 9, 2022

JAN 11 2022

Hilary Callaghan
666 Lakeview
Birmingham, MI

RECEIVED

To the Birmingham City Commission:

As a long-time Birmingham resident, I would like to express my concern about the direction of residential development in the city. For most of its history Birmingham has been distinguished by its charming neighborhoods, distinguished by homes built over decades which has resulted in an interesting architectural mix.

That has changed radically in the years since the City Commission loosened restrictions on big foot homes. The result has been a proliferation of mansions throughout the city. Actually it is basically the same mansion appearing all of the city, resulting in a less interesting mix - more the look of a subdivision albeit a very expensive one. Existing, older homes are dwarfed by the huge houses that now loom over them. Even for those who prefer this look, city streets have been clogged with construction vehicles, making it hazardous to navigate the streets which have been narrowed in the interests of traffic calming. Windows are kept shut year after year even during summer months in the losing battle to minimize the overwhelming construction noise. The air has been thick with cement dust as crews violate regulations which prohibit the cutting of cement without water.

Even when these homes are completed, problems remain. Since a greater surface area of lots are taken up by the footprint of newer homes and gardens and lawn are replaced by large patio areas made of non-porous materials there is nowhere for rain water to go except into basements. Adding to this problem is the increasing frequency of major storms. Following these storms the streets are lined with furniture destroyed by these floods as well as by trucks whose crews attempt to remove the standing water (and in some cases sewage)

and to treat lower levels to prevent mold from forming. While the city argues in favor of these big-foot houses because they result in higher tax revenue, the truth is that the costs associated with this permissiveness is a hidden tax on existing residents as they pay the high cost of mitigating flood damage.

I was under the impression (perhaps incorrect) that the city had investigated the down-side of allowing big-foot homes and had consulted with climate scientists regarding the possible or probable impact of climate change in terms of frequency of major storms. Am I incorrect and this was not seriously studied? If the studies were conceited, were the results dismissed or were the studies themselves seriously flawed. In either case, I think that it is time to seriously reconsider current rules. There is no way to undo the damage that has already been done but at the very least the Commission needs to act promptly to stop further damage.

Thank you all for your service and for considering this quality of life issue.

Best regards,

A handwritten signature in cursive script, reading "Hilary Callaghan". The signature is written in dark ink and is positioned below the typed name "Hilary Callaghan".

1090 Westwood Drive
Birmingham, MI 48009-1178

Phone: 248-258-1924
Email: sterngeo@aol.com

January 18, 2022

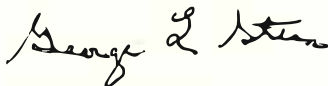
City Commission
City of Birmingham
151 Martin Street
P. O. Box 3001
Birmingham, Michigan 48012-03001

My name is George Stern. For nearly 45 years, I have lived at 1090 Westwood Drive in Birmingham. Since its inception, I have been a member of the Cemetery Advisory Board, though the following comments are my own.

Approximately two years ago, the Cemetery Board was invited to attend an input session of the Master Plan study group. Two of us attended the meeting unofficially and then informally informed the Board. At the meeting, I presented, in writing, my personal estimate of demand for Cemetery space in the coming years. I particularly emphasized the demand for cremation plots and told how developments at local Birmingham area churches demonstrated how cremations could be accommodated keeping in mind historic tradition, beauty and fiscal responsibility. Robert Gibbs, who chaired the meeting promised that the study group would touch base with the Cemetery Board.

Since it seems to me that the study group will not meet with the Cemetery Board before completion of the Master Plan, may I personally ask that either the Commission or the City Manager have the Cemetery Board develop a Master Plan to accommodate future burial needs of the citizens of Birmingham.

Respectfully submitted,



George Stern

Manager's comments: I suggest you make a motion directing this question to the full Cemetery Board asking for their recommendation.



CITY MANAGER'S REPORT

January 2022

Baldwin Public Library

Library Board Updates

The Library Board has approved the initial schematic/conceptual design for the expansion and renovation of the front entry and circulation area. Director Craft presented the project to the City Commission at the Long Range Planning Meeting. The public is welcome to view renderings of the exterior and interior, view floor plans, and read meeting minutes online at <https://www.baldwinlib.org/renovation/>.

The Library Board had a Special Board meeting on January 12 to conduct Director Craft's first annual performance evaluation. The Library Board met on January 19 for a regular meeting and voted to approve updates to the Collection Development Policy, the Social Media Policy, and the Board Bylaws. The policies can be viewed at <https://www.baldwinlib.org/mission>.

Donations for Oakland County Children's Village

The Library is collecting donations of hooded sweatshirts and gym shoes to benefit teens at the Oakland County Children's Village. Donations of items or checks made out to "Oakland County Children's Village" can be dropped off in the library lobby through Friday, January 28.

The Birmingham Museum

As part of its commitment to greater public access through technology, the museum will continue its virtual offerings during the remainder of the winter season with free Zoom presentations and YouTube video recordings of its lecture series at the Baldwin Public Library. February 3rd's presentation will focus on Black families of Early Birmingham in recognition of Black History Month.

Birmingham Shopping District (BSD)

Birmingham Restaurant Week

Now is the time of year when the BSD encourages the community to support their downtown restaurants. Restaurant Week is scheduled for Monday, January 24th through Friday, February 4th, excluding weekends. More than seventeen restaurants will be

featured during this event, each promoting their own special menus. Details can be found at allinbirmingham.com.

Business Mix Analysis

The BSD is presently working on a business mix analysis to determine the diversity of economic sectors in the downtown. The results of this analysis will affect how the BSD targets business attraction efforts and develops its marketing materials to promote the downtown to the greater region.

Standing Column from BSD Executive Director

The BSD executive director has a new standing column in Downtown Newsmagazine, dedicated to discussing the structure and activities of the BSD, providing insight as to how BSD special assessments are used to improve and promote the district, and overall promotion of the BSD's special events and programs. The inaugural article will be in the February issue of Downtown Newsmagazine.

Building Department

Monthly Report

The [Building Department's monthly report](#) provides an update on the following construction activity: building permits issued, building inspections conducted, trades permits issued and trades inspections conducted. In December, we processed 329 online permit applications, bringing our 2021 total to 4,241 online permits.

Front Lobby Service Desk

The Building Department now has a service desk located in the front lobby of City Hall. The addition of this desk was in large part due to the feedback that the Building Department was receiving from contractors and property owners regarding the challenges incurred from COVID-19 restrictions. This new workstation provides us the ability to accommodate in-person service and also allows us to continue to offer services for Building, Planning and Engineering departments while the second floor of City Hall remains closed to the public. Support staff will rotate shifts that may vary and will be dependent on department workloads, scheduling and other staffing needs. So far, the response we have received from the public has been overwhelmingly positive and enthusiastic. Also, a big thank you to the Treasurer and Clerk's Departments for allowing us to use their printers!

Sidewalk Clearing

The City's Code Enforcement Officers have been proactive so far this year in identifying sidewalks that have not been cleared of snow and ice, ensuring that they are communicated and corrected in a timely manner, and issuing violations when necessary. Immediately after holiday break and following the recent snow events, 15 tickets were issued to builders and 35 residents were noticed.

In an effort to avoid these violations in the future, the Building Department will be reminding builders of winter site maintenance and safety in the seasonal Home Builder's Association newsletter.

City Clerk's Office

Welcome Stacy!

We would like to welcome Stacy Vail, new Clerical Assistant for the Clerk's office! Stacy is a long-time resident of Birmingham and has worked in elections. She brings a wealth of knowledge involving procedure creation and records retention. Her enthusiasm and drive make her a great fit for the clerk team!

Parade & Hometown Celebration

The Clerk's Office is gearing up to present the Celebrate Birmingham Hometown Parade on Sunday, May 15, 2022 at 1:00 pm. After approvals for the special event have been granted, we will be acquiring and organizing volunteers, getting donations and identifying groups to participate in the parade. Along with the parade, we will be organizing the Government Day Celebration as well.

Annual Licenses

Birmingham has many different annual licenses which are issued through the Clerk's office. Renewal notices and applications for fire prevention, pawn shops, child care, theatres, open parking systems, motor vehicle rentals, and hotels have been sent to businesses and are coming in. We are working with departments to ensure that any approvals needed are completed before these licenses are approved.

Election 2022

The Clerk's Department relies on many election workers to ensure a smooth election. We will be contacting past election workers in May and recruiting for new election workers in May and June for the August 2, 2022 Primary election. Election workers will have training in July, and at that time we will evaluate whether we need to recruit more workers for the November 8, 2022 General election.

Birmingham has two state elections in 2022: the August 2 primary and November 8 general election. Some important dates to remember:

August 2 Election

- End of May – Applications for absentee ballots mailed to voters on the permanent absent voter list, this will be a dual application to include both the August & November elections
- Week of June 25 – Absentee ballots will start being mailed to voters who request them
- July 18 – Last day to register to vote by mail or at mi.gov/vote

- July 19 – Aug.2 – Unregistered voters register in person with the clerk’s office.
- July 29 by 5:00 pm – Last day to request an absentee ballot by mail or at mi.gov/vote
- Aug 1 at 4:00 pm – Deadline for obtaining an absentee ballot in person at the clerk’s office
- Aug. 2 – Election Day. Polls are open 7:00 am – 8:00 pm, and all absentee ballots must be received by the clerk’s office by 8:00 p.m.

Nov. 8 Election

- End of September – Absentee ballots will start to be mailed to requesting voters
- Oct. 24 – Last day to register to vote by mail or at mi.gov/vote
- Oct. 25 – Nov. 8 – Unregistered voters must schedule an appointment to register in person with the clerk’s office.
- Nov. 4 by 5:00 pm – Last day to request an absentee ballot by mail or at mi.gov/vote
- Nov. 7 at 4:00 pm – Deadline for obtaining an absentee ballot in person at the clerk’s office
- Nov. 8 – Election Day. Polls are open 7:00 am – 8:00 pm, and all absentee ballots must be received by the clerk’s office by 8:00 p.m.

Cemetery

The Greenwood Cemetery Board has completed their initial review of the Regulations and Procedures for Greenwood Cemetery. This process started in April 2021 and involved the board reviewing each section of the document with the goal of clarifying and simplifying the language. The document will be reviewed by the City Attorney and will eventually come before the City Commission for approval.

Board Vacancies/New Appointments

Welcome new Triangle District member Timothy Baldwin! There are openings on many boards, including:

- MultiModal Board - 3 open terms
- Public Arts Board - 3 open terms, 1 open alternate term
- Cable Board - 1 open term
- Stormwater Utility Appeals Board - 1 open term, 2 alternate terms
- Triangle District - 2 open terms

Persons interested in applying for a board position can find board information on the [city's website](#).

City Manager's Office

Accounts Receivable Process

The City Manager's office initiated a comprehensive review of the City's accounts receivable process, which includes the system in place for identifying, calculating, billing and collecting funds owed to the City. Examples of accounts receivable include, but are not limited to, fees for the use of City property, permit fees, service fees for work done by the City, park rental fees, parking fees and the like.

As a result of the comprehensive review, the Manager's Office has identified two particular billing areas, outdoor dining and special assessments, that because of the overlap between multiple City departments, require an improved workflow and approval process to ensure accurate and efficient billing. Accordingly, an improved workflow and approval process has been created for both outdoor dining related billing and special assessments to ensure accurate and efficient billing. Summary findings are outlined below. For additional details, please refer to the complete [staff report here](#).

With regards to outdoor dining billing, the Business Licensing module of BS&A is currently being modified to include a cost calculator for the use of public property for outdoor dining, and to allow all related fees to be approved by multiple departments and billed out through the Business Licensing module at the time the Outdoor Dining License is issued. In addition, City staff in all departments involved in the review and approval of outdoor dining establishments have been trained together to understand the entire approval process, including the new steps required.

With regards to the special assessment process, a shared tracking spreadsheet has been created for use by the Engineering and Treasury Departments to document the roll number and amount of all special assessments when created, to determine the actual costs of the project once completed, and to document the billing and collection of special assessments.

The improved workflow and approval processes for both outdoor dining and special assessments have been created to ensure seamless communication between departments, accurate and efficient billing, and the addition of checks and balances throughout the entire billing process.

City Commission Code of Conduct

At a recent City Commission meeting, there was discussion about creating guidelines and/or rules to ensure respectful and civil communication and public engagement between elected officials and members of the public, and the City Commission expressed interest in considering adopting a code of conduct.

Accordingly, the City Manager's Office has conducted research to identify other communities that have established rules or protocols to guide the communication and

conduct of local government elected officials, appointed officials and members of the public. Many jurisdictions have created formal codes of conduct adopted by the governing body. Samples of ordinances and resolutions adopted in approximately 20 different jurisdictions across the U.S. and Canada were reviewed. Most contained very similar provisions designed to outline the following:

- The roles and responsibilities of elected officials, appointed officials, City staff and members of the public;
- The standards of conduct required of elected officials during public meetings of the body to which they were elected and other public meetings;
- The standards of conduct required of elected officials at ceremonial, public and private events;
- The standards of conduct required of elected officials in all communications with each other, with advisory board and commission members, City staff, the media and with the public;
- The standards of conduct required of other officials, City staff and the public while engaged in local government activities;
- Possible sanctions for violation of a code of conduct; and
- A process for reporting, investigating and enforcing the code of conduct.

The Code of Conduct for Elected Officials adopted in [Rifle, CO](#) provides a good example overall of the type of ordinance the Birmingham City Commission may wish to consider. Similar ordinances to Rifle, CO are also in place in communities such as Harrisburg, NC, Alexandria, MN, Sunnyvale, CA, and many other jurisdictions. While similar in content, the ordinances listed below have specific provisions that may be beneficial to consider in Birmingham:

- [Edina, MN](#) Edina City Council – Code of Conduct contains specific provisions outlining the roles and responsibilities between the governing body, advisory boards and commissions and staff similar to Birmingham’s current policies;
- [Evans, CO](#) Code of Conduct for Elected Officials contains specific provisions on conduct between elected officials that ensure issue-oriented discussion and not personal attacks;
- [Mountain View, CA](#) City Council Code of Conduct contains specific provisions regarding ex parte communications to avoid conflict with the Open Meetings Act;
- [Brea, CA](#) Code of Conduct for City Council contains clear direction for communications with both City staff and professional consultants; and
- [Berthoud, CO](#) Code of Conduct for Elected Officials, Boards and Commissions contains clear definitions for several terms to assist with enforcement and clarify the potential repercussions of violation.

For additional information, see the Michigan Municipal League’s [Ethics Handbook for Michigan Municipalities](#).

Communications

GovPilot Citizen Request Module

Communications and IT staff recently met with GovPilot to view the city's website citizen request form and the GovAlert app that was recently developed for Birmingham. Next steps include training for all backend users, followed by launching and promoting the service in the coming weeks. We look forward to offering this convenient service to the Birmingham community.

Congratulations to Jamil Kim, IT and Media Specialist

IT and Media Specialist Jamil Kim recently received his Bachelor of Science Degree in Information Assurance & Cyber Defense from Eastern Michigan University. He continues to be a great asset to the communications team. Congratulations, Jamil!

Engage Birmingham Public Arts Project

The Public Arts Board and Parks & Recreation Board recently determined they will recommend a public arts sculpture, *Astral Projection*, be installed at Crestview Park at the corner of Southfield and Southlawn. Their recommendation will go before the City Commission in February. The community is encouraged to share their opinion about *Astral Projection* and its intended location at engage.bhamgov.org.

Human Resources

Employment Update

On January 4th, a new Accounting Administrator was hired in our Finance Department. A new HR Generalist began on January 10th, and a new Construction Engineer began on January 17th. We have also filled two part-time vacancies. On Monday, January 10th, our IT department filled an IT Intern position, while PD welcomed a new part-time Dispatcher. Below is a short profile on these, and several other new hires:

Frankie Hernandez - Accounting Administrator - Mrs. Hernandez has a nine year background in Finance and Office Administration, and a Bachelor's Degree from Oakland University. Most recently, Mrs. Hernandez was a Financial Administrator for a local telecommunications provider.

Olivia Brown - HR Generalist - Ms. Brown has over five years of experience in Human Resources, with a Bachelor's Degree from Oakland University, and is a certified professional from the Society of Human Resources Management. Previously, Ms. Brown worked as a Senior HR Generalist for the City of Lake Worth Beach, Florida.

Leah Blizinski - City Planner - Mrs. Blizinski possesses a Master of Urban Planning degree from Wayne State University, and has worked most recently as a Planning Aide for the Huron-Clinton Metroparks, with a background in the administration of housing programs. Mrs. Blizinski is also a resident member of the City of Ferndale's Boards of Zoning Appeals and Tax Review, as well as the Ferndale Brownfield Redevelopment Authority.

Kris Cameron - Construction Engineer - Ms. Cameron recently graduated from Wayne State University with a Bachelor's degree in Civil and Environmental Engineering, but

also comes to the City with three years of experience at a local engineering firm. Working her way up from intern, Ms. Cameron has worked on projects for MDOT, as well as the cities of Novi and Detroit.

Staff & Vacancy Update

Department	FT & PT Staff Estimate	Current Vacancies	Percentage Staffed	Vacancies Filled Since 2020	Percent Department Has Been Backfilled Since 2020
Birmingham Shopping District	5	Seasonal Only	100%	3	60%
Clerk's Office	5	None	100%	5	100%
Building	17	Secretary A	94%	0	100%
Engineering	8	City Engineer	87.5%	4	50%
Finance / Treasury	14	Clerical Asst	93%	4	28.5%
Fire	35	None	100%	10	28.5%
Information Technology	4	None	100%	2	50%
Maintenance	2	None	100%	1	50%
Manager's Office / Communications / HR	6	None	100%	6	100%
Museum	3	None	100%	0	100%
Parking System	2	Parking Admin	50%	1	50%
Planning	7	None	100%	4	57%
Police	71	None	100%	9	12.50%
Public Services	56	Pending	TBD	8	14%

Sensitivity Training

The City has scheduled a course on Sensitivity Training, which will be provided to all staff. The two-hour Sensitivity Training will be hosted by the Assistant Police Chief of Farmington Hills. The City Commission is also invited and encouraged to attend this Zoom seminar, which will also include a Q&A session at the end.

City Staff Vaccination Update

Vaccination Card Tracking			
Department	# Received	Total Staff	Percentage
City Staff	189	218	87%
IT	4	4	100%
BSD	4	5	80%
Community Development	29	32	91%
Fire Dept	33	36	92%
Clerks	5	5	100%
Finance/Treasurer	12	13	92%
Building/Maintenance	2	2	100%
Museum	3	3	100%
Police Dept (w/o crossing guards)	47	58	81%
CM/HR	6	6	100%
DPS (w/o summer seasonals)	44	54	81%

Department of Public Services

Illegal Tree Removal

This serves as an update concerning the removal of one tree and trimming of two trees at 512 George this past December. The fines and costs associated included three civil infraction tickets for \$3,000 and associated fees of \$5,415 as payment to the City, pursuant to the authority of Section 118-25 of the City Code of Ordinances. The owner has paid the maximum on these fines and costs to the City of Birmingham.

In addition to the above, the cost burden rests with the property owner, for the complete removal and stump grinding of the tree. As part of the site plan process, the owner will also be responsible for replacing tree(s) at the property, as deemed appropriate.

Ice Arena

LiveBarn was recently installed at the Birmingham Ice Arena (BIA). LiveBarn is a live system set up in hockey rinks for spectators to watch games without being in the Ice Arena. Subscribers can also view other LiveBarn arenas.

We conducted an analysis in 2019 to provide service enhancements and revenue opportunities at the BIA, which included review of adding Live On Demand Broadcasting at the BIA. This system is in over 1,000 rinks nationwide.

This company (LiveBarn) supplies the equipment and the installation. There is no cost to Birmingham. We have involved IT from the onset of this analysis.

There is a subscription for users and the City retains a portion of the paid subscriptions. We are adding this to the Arena as another ongoing revenue stream. Rink revenue is 30% of subscription sales.

It is a hardware installation. There is no charge for installation; we provide internet connection and the power for this. Promotion and marketing efforts are underway for this new system.

Project close out items continue at the Birmingham Ice Arena between the City of Birmingham and the C.E. Gleeson, the Contractor. Planning is progressing for a ribbon-cutting Grand Opening celebration in March. More details will be released as soon as they become available.

Davey Resource Group Tree Inventory Update

Davey Resource Group is underway with updating the City's Tree Inventory Program. This includes GIS data collection of existing trees, new trees along the city's right-of-way and in parks and City properties. The project area includes the downtown, the cemetery and the northeast quadrant of the City, east of Woodward Avenue and north of Maple Road.

Adams Park – Astro Turf v Real Grass

The consultant, Michael J. Dul Associates, for the Adams Park development project is evaluating the pros and cons of synthetic turf for the open space area of the park, which

comprises approximately 20,400 square feet (120' x 170'). Overall cost, environmental impacts and ongoing maintenance issues are all part of the consideration and review of this product. We should have something to report in the next few weeks.

Engineering Department

Construction Update

While construction season has wound down, and most projects will pause during the winter months, some projects are still continuing as weather conditions allow.

Lead Water Service Replacement Program

The Lead Water Service Replacement program is continuing to work at homes that have been scheduled in January and February. With allocation of federal Coronavirus Local Fiscal Recovery Fund (CLFRF) received by the City toward the lead water service replacement program, the program is being implemented at an accelerated pace. The City's engineering consultant, Hubbell, Roth & Clark has been sending out notices to select, targeted neighborhoods (mainly to improve the contractor's efficiency) providing information about the program. If any resident with a lead water service has not received a notice yet, but would like more information and possibly get scheduled for the work, please contact the Engineering Department.

Sewer Rehabilitation Program

The 2021-2022 Sewer Rehabilitation program has started, beginning with the sewer investigative work on South Old Woodward. When that is complete, the contractor will move on to other areas of the City to complete basic cleaning and inspection of sewer lines, plus specialized rehabilitation/repairs of minor issues that are found in the system. Rehabilitation/repair work in this contract include removal of roots, mineral deposits and protruding taps, and grouting leaking joints.

Consumers Energy Upgrade

Coming Soon: Consumers Energy has informed us that they plan to invest in upgrading their infrastructure in the City in 2022. They are planning to replace steel pipe gas mains with HDPE (plastic) mains where needed on streets in the west half of the City. The [attached map](#) shows their planned work areas. Note that the phases listed are not necessarily the exact order the work will be completed in. In order to coordinate with the City's planned projects, Consumers Energy intends to complete the work on S. Old Woodward by May. When we get more scheduling information from them, we will provide further updates.

Fire Department

Fight the Pandemic Together with Vaccination

With the sharp rise in COVID-19 cases, it is everyone's duty as a citizen to help fight this pandemic together. With the mutations of the virus it is important that everyone get vaccinated and boosted, when eligible, in order to help protect yourselves and those who cannot receive the vaccine. Hospital systems across the country are at a breaking point and the only way to beat this pandemic is through prevention methods such as

vaccines. COVID-19 treatments do work in some cases, but as mutations occur treatments can become less effective.

Monoclonal Antibody Infusions Suspended

For the past seven months, the Birmingham Fire Department has been administering monoclonal antibody infusions to residents with COVID-19 in their homes. Unfortunately, this program has been suspended due to the current medication being ineffective against the omicron variant. Currently, the only FDA emergency approved infusion medication (Sotrovimab) is in very short supply. Once the supply of Sotrovimab is increased and available to the fire department, at-home infusions will resume.

Educational Webinar for Unvaccinated Employees

On Friday, December 7, 2022, Chief Wells and Doctor Jessica Bennett, who is a local attending emergency room physician, held an interactive mandatory educational webinar with the City's unvaccinated employees. Dr. Bennett shared her experiences with treating COVID-19 patients for the last two years and the immense benefits being vaccinated has in defense against the virus. The session addressed common concerns of vaccinations along with myths. We are hoping this talk will help some employees to get vaccinated. We would like to thank Doctor Bennett for taking the time to help our City. She did an amazing job!

Chief Paul Wells Passes State Professional Emergency Manager (PEM) Exam

In December, Chief Wells passed the State of Michigan Professional Emergency Manager (PEM) exam. The State of Michigan Professional Emergency Manager designation requires annual continuing education and training which will help keep the City prepared for any large scale emergency response, if needed. Chief Wells and Assistant Chief Bartalino are now part of a small group of fire chiefs in the State who have obtained this certification.

Information Technology

Welcome, Isaac Bratcher

The IT department would like to welcome our new IT intern, Isaac Bratcher.

Isaac is a dual enrolled student working toward an IT degree. He also has interest in streaming and broadcasting, and is a good fit for the IT department.

Isaac is currently getting up to speed with our systems and processes and will be taking over the setup and monitoring of our commission and board meetings being broadcast on Zoom, cable TV and Vimeo.

Planning Department

Master Plan 2040

The Planning Board will be continuing its thorough review of the second draft through the next couple of months. The presentation slides used by the consultant for their presentations will be available on www.thebirminghamplan.com, along with all documents relating to the 2040 Master Plan. You can also watch a recording of each meeting on the

City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and can also submit comments directly to the Planning Division to be placed in the next available agenda of the Planning Board. As we near the end of the Planning Board review process, the City Commission will need to set a special meeting for a joint meeting to provide final direction to the consultant team.

Planning Board

To start the new year, the Planning Board will be digging deep into the comprehensive outdoor dining study that has been the subject of conversation for many months. The City Commission should expect to see proposed ordinance language in early 2022. In terms of site plan reviews, the Planning Board will be reviewing applications for the following developments in the near future:

- 100 Townsend – The Townsend Hotel has submitted an application for a new outdoor dining platform adjacent to the hotel and Rugby Grille on Townsend St. The Special Land Use Permit, Final Site Plan and Design Review application review is scheduled for the Planning Board meeting on January 26, 2022, and will be forwarded to the City Commission for final approval after receiving a recommendation from the Planning Board and the Advisory Parking Committee.
- 770 S. Adams – A new Community Impact Study and Preliminary Site Plan Review application has been submitted for a new 4 and 5 story mixed-use development in the Triangle District. The proposed building will have 138 residential units and a 5,000 sq. ft. retail space along Haynes. The application will be reviewed on January 26, 2022.
- 159 N. Eton – The existing bakery, Canelle Patisserie, has submitted a Final Site Plan and Design Review for minor site changes which include streetscape improvements and a new permanent outdoor dining facility. The review is scheduled for the Planning Board meeting on January 26, 2022.

Historic Preservation

The Historic District Commission is embarking on an intense plan of action for historic preservation. This includes a lot of work towards the adoption of historic design guidelines, a general preservation master plan, and a signage/wayfinding plan for the Bates St. Historic District. Additionally, the Historic District Study Committee has been given the green light by the City Commission to continue its important work of updating the 1992 Wallace Frost report titled "Wallace Frost: His Architecture in Birmingham, MI." as well as developing a proposal to reinvigorate the Heritage Home program.

Public Art

The Public Arts Board is now beginning its 2022 call for entries. The program affords an opportunity for 6 artists to receive a small grant to provide public art in the City of Birmingham. Along with the call for entries program, the Public Arts Board continues to field donation requests.

Multi-Modal Transportation Board

The Multi-Modal Transportation Board (MMTB) has taken on the valiant but challenging task that is improving the Woodward corridor. At present, the MMTB will be seeking a resolution from the City Commission to move forward with the Woodward Avenue Road Diet Checklist, and will be studying various other improvements for Woodward.

Food Trucks

On January 10, 2022, the City Commission requested an update to the food truck study that was discussed at the joint meeting of the Planning Board and the City Commission. At this point, there has been no formal direction from the City Commission directing the Planning Board to study food trucks and provide a recommendation to the City Commission. However, the Planning Division planned to bring food trucks to the Planning Board for a study session after the conclusion of the review of the second draft of the 2040 Plan, which should be finished in early February, 2022.

Leaf Blowers

The City Commission has broached the subject of leaf blowers and expressed interest in discussing regulations on such. The issues that are intended to be remedied are relating to noise and air pollution. Other issues that may stem from the conversation are further benefits to the environment and public health by encouraging leaving leaves in place overwinter and utilizing more physically demanding tools when possible. To begin the conversation, the Planning Division has done light research to better understand the issue and what may be experienced elsewhere in the country. Provided below are several links to various articles relating to leaf blowers and the issues they present:

- [Leaf blowers are not only annoying but also bad for you \(and the environment\)](#)
- [Those Loud and Polluting Leaf Blowers](#)
- [Get Off My Lawn](#)
- [California Set to Silence Leaf Blowers](#)
- [Why Cities are Taking Action to Limit Loud and Polluting Lawn Care](#)
- [Ann Arbor bans noisy lawn equipment downtown](#)

Police Department

Sgt. Simpson Speaks to Students about Oxford High School Shooting

Following the shooting at Oxford High School, students at Seaholm High School took advantage of the opportunity to speak to their school resource officer, Sgt. Mike Simpson. Sgt. Simpson, who is from Oxford, did an excellent job during a question and answer session, and students reported feeling more comfortable after speaking with him. [Follow this link](#) to read an article about Sgt. Simpson that was featured on the homepage of the Birmingham Eccentric newspaper on Sunday, January 2, 2022.

Mental Health Co-Response Program (CoRe) Update

The Police Department's new Mental Health Co-Response Program (CoRe) was initiated into service on October 1, 2021. Between that date and the end of the year, there were 25 cases actively worked by the department's social worker. The clinician,

Ms. Hillary Nussbaum, has also rode with officers on duty and responded to calls with officers that have a mental health component. The clinician has also assisted detectives conducting follow-up interviews and with investigations.

Some examples where the social worker assisted include:

1. Met with a local homeless person who was incarcerated and worked with the Court for the subject to receive needed treatments in conjunction with Easter Seals and Adult Protective Services.
2. Assisted a resident by working with that resident's power of attorney (who lives out of state) to ensure that the resident received needed in-patient treatment.
3. Assisted the police department by arranging for in-patient treatment for a local resident suffering from a mental health crisis.
4. Assisted a family with one of their teenage children who was struggling with ADHD, anxiety and the death of the family's dog to develop strategies to assist the teenager when negative behaviors are displayed.

These are just a few examples of the work our clinician has been conducting. Ms. Nussbaum is doing a fantastic job and has become an intricate member of the department. The bottom line is that the police department now has a mechanism in place to assist with people suffering from a mental health crisis and connect these people to vital and necessary services. The program is only in its infancy, but shows great promise.

Parking Systems Update

Construction:

Repairs to Chester Structure's expansion joints, drain pipes, and concrete repairs are ongoing and will continue as weather permits. Contractors estimate work will conclude middle to late January.

Repairs have started at Park Structure with Steel Moment Connection repairs, expansion joint repairs and drain bowl cleaning. Work will continue as weather permits.

Waitlist:

The current waitlist is at 658 people, and 233 people are unique which means they are requesting passes at more than one structure. SP+ is continuing to contact people on the waitlist to inquire if they are still interested in passes and issue passes.

Internet Upgrade:

The new internet fiber that was installed at each structure is now connected to each structure and all parking equipment. Staff is hopeful that updated internet connectivity will relieve some of the issues at the entry and exit kiosks.

Occupancy:

December	
Chester Garage	38%
Old Woodward	46%
Park Garage	57%
Peabody Garage	70%
Pierce Garage	65%

Future Agenda Items

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

Future Workshop Items

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



MEMORANDUM

Engineering Department

DATE: January 19, 2022

TO: Thomas M. Markus, City Manager

FROM: James J. Surhigh, Consulting City Engineer

SUBJECT: Grant Opportunity – Local Government Critical Infrastructure Planning Grant (provided by Oakland County)

Oakland County has announced a grant opportunity for local governments within Oakland County to assist with project planning, engineering, analysis and other related professional services in support of critical infrastructure projects. The grant provides financial assistance through a one-to-one local match for a maximum award of \$100,000. Funds from this grant must be used by September 30, 2023.

Applications for grants are being accepted through January 31, 2022, and award notifications are expected to begin in late February. Applications are being scored on a 25 point basis, with 1 to 5 points assigned to the following criteria:

- Protecting Public Health
- Preserving Natural Resources and a Healthy Environment
- Maintaining Reliable, High Quality Service
- Assuring Value for Investment
- Contribute to Economic Prosperity

While there are many infrastructure needs in the City, I believe the following projects would have a chance to score well, and if the projects are ultimately constructed, have wide-spread benefits to the residents across the City. This grant only applies to planning costs for these projects, not construction costs. However, options for future construction funding would have to be explored, and that effort would be included with the project planning.

1. Undersized Water Main Replacement Program:

Even though the City has made significant strides in replacing its aging water system in conjunction with road and sewer construction projects on a street-by-street basis over the past 25 years, many areas of the City are served by water mains that are not only approaching 100-years in age, but consist of 4" and 6" diameter pipes that do not meet current City standards for minimum water main size, which is 8" diameter. Water mains that are undersized with respect to the modern demands placed on them by water customers are subject to noticeable pressure fluctuations, which puts stresses on the pipes that potentially contributes to breaks, and less-than-satisfactory service. Fire hydrants connected to these mains may be unable to produce the recommended flow rates to supply water to modern firefighting equipment.

At this time, there are approximately 7 miles of 4" diameter water main in the City system, as well as several miles of 6" water mains that are considered undersized. The proposed project would be a multi-year effort to replace these undersized mains with new, 8" diameter mains at a minimum (12" mains may be recommended at strategic locations to provide better distribution of flows in the system). Employing "trenchless" technologies for water main construction, such as pipe bursting and horizontal directional drilling, allows replacement of the water mains while minimizing disturbance to surrounding pavements, trees, and other surface features.

The estimated project cost is \$14 to \$18 million, which includes estimated costs for construction, contingency, engineering and administration. Potential grant-eligible costs would include approximately \$100,000 for initial planning, scoping, and phasing for the project, and another \$100,000 towards design engineering for the first phase of the project.

2. Critical Sewer System Rehabilitation Program:

The City was a beneficiary of another great grant program in 2016 sponsored by the State of Michigan to advance asset management capabilities for the City's wastewater and storm water sewer systems (known as the SAW Grant). A product of the SAW Grant was being able to clean and inspect nearly all of the 15" and smaller diameter sewers in the City, as well as many segments that were 18" and larger diameter. The sewer cleaning and televising was completed in 2019, and as a result of analyzing that data, recommendations for structural rehabilitation of the sewers and estimated costs were developed for future planning.

The sewer rehabilitation project includes over 400 sewer segments and associated manholes that were identified as needing some form of rehabilitation work in the next 20 years. Recommended rehabilitation work included manhole-to-manhole sewer lining, spot lining, isolated point repairs, root and mineral deposit removals, and joint grouting. Most of these techniques do not require excavation, and would be completed remotely from within the sewer. Point repairs are an exception, and restoration of disturbed pavement or lawn areas would be part of the project. Sewer segments in need of capacity improvements and scheduled for reconstruction in the near future could be excluded from this work.

The estimated project cost is \$12 to \$15 million, which includes estimated costs for construction, contingency, engineering and administration. Potential grant-eligible costs would include approximately \$100,000 for initial planning, scoping, and phasing for the project, and another \$100,000 towards design engineering for the first phase of the project.

There is no financial obligation on the City's part for submitting applications for these grants. The Engineering Department intends to submit applications to Oakland County for both of these projects, and should we be awarded one or both of them, we would have a more detailed presentation prepared for the City Commission's consideration.

Detroit Free Press

BIRMINGHAM

Birmingham cemetery could become part of National Underground Railroad Network

Susan Vela [Hometownlife.com](https://www.hometownlife.com)

Published 6:55 a.m. ET Jan. 10, 2022

Together, freedom seeker George Taylor and abolitionist Elijah Fish may bring more people to Birmingham's Greenwood Cemetery.

They're both buried on the historic Oak Avenue burial site that could become part of the National Underground Railroad Network to Freedom.

Birmingham Museum Director Leslie Pielack submitted an application that includes documentation connecting Taylor and Fish to the movement that worked to abolish slavery and move toward freedom those suffering from its brutalities.

If the museum's application is approved, Greenwood Cemetery would join about 700 sites, programs and research, educational and interpretive centers with a verifiable connection to the Underground Railroad. Pielack could promote the local reference points.

Detroit, Farmington, Ann Arbor and Ypsilanti already have listings in the network's national registry. Birmingham seems likely to join those communities.

"Our town also includes the everyday people, the people like the Taylors who came here to escape enslavement and to find a new life," Pielack said. "The African-American nature of our history has not been adequately told. It has been overlooked or just hasn't been the focus.

"Birmingham has a lot of interesting diversity that we want to celebrate. This is the time. We want to help tell the whole story."

Tubman just small part of Underground Railroad

Diane Miller, the National Park Service's national network to freedom manager, said it could take a few months before Birmingham officials learn whether they can promote Taylor's and

Fish's Greenwood graves and their roles in the Underground Railroad's push for freedom.

Miller confirmed that 50-75% of the applicants typically become part of the network. For those that don't make the cut, administrators offer advice and comments for subsequent submissions.

The network was established in 1998 to achieve a deeper understanding of the inspiring Underground Railroad. Miller said general knowledge of the Underground Railroad is frequently tied to "conductor" Harriet Tubman and Quakers working to help enslaved people get to the free northern states like Michigan and Canada.

"Both of those things are sort of part of the story, but they're really a small part of the story," she said. "The Underground Railroad was really about the agency of enslaved people who self-liberated and took that journey to freedom."

"Many of them got assistance. Many of them did not. They made it on their own. It really demonstrates the intelligence, creativity, bravery of people who took that audacious step. It really was a challenge to slavery."

More: New outpatient surgery center the first of its kind in Bloomfield Township

More: Flames destroy Northville Township home on New Year's Eve

When successfully seeking city commissioners' OK to submit an application, Pielack detailed the history of both George Taylor and Elijah Fish.

Taylor survived a public whipping before he escaped enslavement in Kentucky in 1855 and fled north.

Birmingham's first Black property owners

He made it to Canada with the Underground Railroad network before he settled in Birmingham. He and his wife Eliza became Birmingham's first Black property owners.

A few years before he died, a Jan. 14, 1898, Birmingham Eccentric article detailed that a brother ferried the escaped Taylor across the river to the Indiana side. He traveled for two weeks using the night sky's North Star as his guide.

**INFORM
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Then he decided to travel by daylight because of slow progress. Tired one afternoon, he fell asleep and woke to find two men imprisoning him. He was able to escape but encountered more hardships before finding refuge with an abolitionist.

Upon recovering his strength, he set out again and was attacked two days later by bloodhounds and arrested by their owners.

“Fortunately, he was taken before a justice whose sympathies were with the abolitionists, and he ordered his release,” the article reads. “Finally, after many more thrilling experiences, he reached Niles, from which he was hurried to Detroit and then across the river to Windsor, having been on the road four weeks.

“As soon as it was safe to do so, Mr. Taylor came back.”

He married his wife Eliza, who was born into slavery in Tennessee and had to wait until the Civil War's conclusion to gain freedom. She found her mother in Royal Oak after not seeing her for at least two decades, and married her husband in 1869.

They respectively died in 1901 and 1902. George Taylor is believed to have been about 90 when he died, implying he would have been in his mid-40s when he escaped slavery. His wife was about 75 years of age when she died.

Their archived obituaries were discovered in early 2020, which led to their unmarked graves and the exploration of their history.

It's not clear if Taylor knew Fish, because they were nearly a generation apart.

But, as museum officials learned more about the freedom seeker identified on census documents as "farm laborer," "farmer" and "day laborer," they began researching the local abolitionist movement and found out Fish laid some groundwork by helping people understand the abolitionist movement.

“He brought in all sorts of antislavery speakers in to Birmingham when Birmingham was a tiny little village,” Pielack said. .

Supporting those trying to escape enslavement

Fish was one of the first settlers for the area that became Birmingham. Before he died in 1861, the same year that the Civil War started, he founded the city's First Presbyterian Church and held strong anti-slavery beliefs.

More: Ex-slaves found buried in unmarked graves in Birmingham honored at last

More: Trendy furniture store planned for former Panera Bread storefront in downtown Birmingham

Politically and financially, he supported people trying to escape enslavement. He worked to organize other abolitionists and to raise funds to relocate escapees and provide them housing and supplies in the days before the Civil War. At the time, thousands of freedom seekers were arriving in Michigan via the Underground Railroad.

“This is significant because it is relatively rare to establish such a connection with this degree of certainty,” Pielack wrote in her presentation to commissioners. “As a result, the City of Birmingham is in a unique position to bring this history to national attention.”

Rochelle Danquah has studied Michigan’s Underground Railroad as a doctoral student at Wayne State University and member of the Michigan Freedom Trail Commission. She helped Farmington become part of the national Underground Railroad network with an application for abolitionist Nathan Power's burial site.

“Oakland County is so important because it was a pivoting point,” she said. “When Detroit was clear, they would leave Farmington or areas like Bloomfield or Birmingham and then move downriver into Detroit or they just continued to send them further north, sending them through Macomb, sending them through St. Clair County.”

She considers the abolitionist movement, with its network, a 19th century civil rights movement first and foremost propelled by the freedom seekers and then the “hundreds of other people” who helped along the way.

“It’s a movement that involved Black free women, white women, white men, black men who were free,” she said. “It was a very integrated system of the 19th century that’s important to being told as an American story.”

Pielack is hoping for good news. Residents seem excited about what the museum has been discovering.

“They didn’t know there was a Black history of Birmingham,” she said. “It’s a really great opportunity for us as a museum to tell that story but also to reassure people that there’s a lot more that we might still learn. And it is about diversity.”

Contact reporter Susan Vela at svela@hometownlife.com or 248-303-8432. Follow her on Twitter @susanvela.



Alex Bingham <abingham@bhamgov.org>

BAPA guide

Marengere, Jo <JMarengere@bloomfieldtwp.org>

Mon, Jan 17, 2022 at 9:56 AM

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Attached please find the BAPA guide for the week of January 17, 2022

Jo Marengere

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Office hours are 7 a.m. to 5:30 p.m. Monday through Thursday. The office is closed on Fridays.

 **cable guideBAPAJan17.pdf**
576K

INFORMATION ONLY

Regular Series

About You - Ellen Rogers

Co-Responder Clinician - Hillary Nusbaum

Art and Design - John Sauve

Cynthia Jaye

Bloomfield Senior Fitness - Christine Tvaroha

Chair Cardio/Strength; Cardio Interval Training; Balance, Stretch & Meditate; Gentle Moves Yoga; Strength and Balance

Boomer Health at Home - Greg

Jamian

Infectious Disease

Bottom Line - Cindy Kainz

Detroit K-9 Pet Supplies - Fadi Qaqish & Dante Dasaro

Eye on Oakland - Chuck Moss

New Birmingham Commissioner - Elaine McLain

Gracefully Greying - Henry Gornbein

Your Tools to Walk Down Memory

Lane - Gaylotta Murray

Health Talk - Dr. Niru Prasad

The Role of zinc in our Body - Ananda Prasad, M.D.; Dr. Sheila Meftah

Making a Difference at TCH - William Seklar

Navigating Through Uncharted Waters with Chris Smude and Jeanine Katona

Managing Problems of Daily Living -

Linda Sircus

How Therapists Help Patients Change

Their Mindset and Behaviors - Don Meichenbaus

Michigan Entrepreneur - Tara

Kachaturoff

Exlterra: Rebalancing Nature to Preserve Life - Frank Muller

Michigan Planning Today - Robert Gibbs

Planning Initiatives - Jim Breuckman

Patriot Lessons - Michael Warren

Aristocrat or Freedom Fighter - Johnathan Hyam



Birmingham Area Public Access



Tara Kachaturoff hosts **Michigan Entrepreneur** every Tuesday and Thursday

Program Schedule

January 17, 2022 - January 23, 2022

Comcast Channel 18

WOW Channel 18

AT&T Channel 99

Birmingham, Beverly Hills, Franklin and Bingham Farms

In Our Community

BACB Sports

Hockey

BACB Sports

Basketball

BACB Sports

Wrestling

Baldwin Public Library

Online Privacy Protection

Bloomfield Historical Society

Wirt Rowland and the Rise of Modern

American Architecture

Bloomfield in Focus

Focus on Birmingham Bloomfield

Chamber

Plant Based Nutrition

Transforming Lives

TCH Women's Club Classics by

Kurtis

MONDAY

8:00 am Agebusters
 9:00 am TCH Women's Club
 10:00 am Sr. Fitness: Cardio Interval Training
 11:00 am Health Talk
 11:30 am About You
 12:00 pm Patriot Lessons
 12:30 pm Managing Problems of Daily Living
 1:00 pm Sr. Fitness: Balance, Stretch, Meditate
 2:00 pm Making a Difference at TCH
 2:30 pm Michigan Planning Today
 3:00 pm Michigan Entrepreneur
 3:30 pm Gracefully Greying
 4:00 pm Bottom Line
 4:30 pm BACB Sport: Wrestling
 5:30 pm Bloomfield in Focus
 6:00 pm Bloomfield Historical Society
 6:30 pm **Community Bulletin Board**
 7:00 pm Plant Based Nutrition
 9:00 pm Eye on Oakland
 9:30 pm Art and Design
 10:00 pm BACB Sport: Basketball

TUESDAY

8:00 am Agebusters
 9:00 am Health Talk
 9:30 am Bottom Line
 10:00 am Sr. Fitness: Strength & Balance
 11:00 am Michigan Entrepreneur
 11:30 am Art and Design
 12:00 pm Michigan Planning Today
 12:30 pm **Community Bulletin Board**
 1:00 pm Sr. Fitness: Chair Cardio Strength
 2:00 pm Boomer Health at Home
 2:30 pm About You
 3:00 pm Bloomfield Historical Society
 4:00 pm Patriot Lessons
 4:30 pm Plant Based Nutrition
 6:00 pm **Community Bulletin Board**
 6:30 pm Bloomfield in Focus
 7:00 pm Managing Problems of Daily Living
 7:30 pm Michigan Entrepreneur
 8:00 pm Making a Difference at TCH
 8:30 pm Health Talk
 9:00 pm Gracefully Greying
 9:30 pm Eye on Oakland
 10:00 pm BACB Sports: Wrestling

WEDNESDAY

8:00 am Agebusters
 9:00 am Boomer Health at Home
 9:30 pm Gracefully Greying
 10:00 am Sr. Fitness: Cardio Interval
 11:00 am TCH Women's Club
 12:00 pm **Community Bulletin Board**
 12:30 pm Michigan Entrepreneur
 1:00 pm Sr. Fitness: Gentle Moves Yoga
 2:00 pm Michigan Entrepreneur
 2:30 pm Making a Difference at TCH
 3:00 pm BACB Sports: Basketball
 4:30 pm BACB Sports: Wrestling
 5:30 pm Bloomfield Historical Society
 6:30 pm **Community Bulletin Board**
 7:00 pm Michigan Planning Today
 7:30 pm Bloomfield in Focus
 8:00 pm Patriot Lessons
 8:30 pm Health Talk
 9:00 pm About You
 9:30 pm Managing Problems of Daily Living
 10:00 pm Plant Based Nutrition

THURSDAY

8:00 am Agebusters
 9:00 am Boomer Health at Home
 10:00 am Sr. Fitness: Strength & Balance
 11:00 am Eye on Oakland
 11:30 am Gracefully Greying
 12:00 pm About You
 12:30 pm **Community Bulletin Board**
 1:00 pm Sr. Fitness: Chair Cardio Strength
 2:00 pm Health Talk
 2:30 pm Boomer Health at Home
 3:00 pm Baldwin Public Library
 4:00 pm BACB Sports: Basketball
 5:30 pm Patriot Lessons
 6:00 pm Bloomfield in Focus
 6:30 pm **Community Bulletin Board**
 7:00 pm Managing Problems of Daily Living
 7:30 pm About You
 8:00 pm Michigan Entrepreneur
 8:30 pm Michigan Planning Today
 9:00 pm Art and Design
 9:30 pm Bottom Line
 10:00 pm BACB Sports: Hockey

FRIDAY

8:00 am Agebusters
 9:00 am TCH Women's Club
 10:00 am Sr. Fitness: Gentle Moves Yoga
 11:00 am BACB Sports: Hockey
 12:30 pm **Community Bulletin Board**
 1:00 pm Sr. Fitness: Balance, Stretch, Meditate
 2:00 pm Plant Based Nutrition
 4:00 pm About You
 4:30 pm Baldwin Public Library
 5:30 pm Patriot Lessons
 6:00 pm **Community Bulletin Board**
 6:30 pm Bloomfield in Focus
 7:00 pm About You
 7:30 pm Gracefully Greying
 8:00 pm Making a Difference at TCH
 8:30 pm Art and Design
 9:00 pm Gracefully Greying
 9:30 pm Michigan Entrepreneur
 10:00 pm Birmingham Sports: Wrestling

SUNDAY

9:00 am Bloomfield Historical Society
 10:00 am Sr. Fitness: Balance, Stretch, Meditate
 11:00 am Birmingham Sports: Wrestling
 12:30 pm Birmingham Sports: Basketball
 2:00 pm **Community Bulletin Board**
 2:30 pm Bottom Line
 3:00 pm Lutheran Church of the Redeemer
 4:30 pm Boomer Health at Home
 5:00 pm Michigan Entrepreneur
 5:30 pm **Community Bulletin Board**
 6:00 pm Michigan Entrepreneur
 6:30 pm Gracefully Greying
 7:00 pm Patriot Lessons
 7:30 pm Making a Difference at TCH
 8:00 pm Bloomfield in Focus
 8:30 pm About You
 9:00 pm BACB Sports: Wrestling
 10:00 pm BACB Sports: Basketball

Watch your favorite show on Video on Demand! Go to www.bloomfieldtwp.org/VOD

IDEAS

Stop Fetishizing Old Homes

Whatever your aesthetic preferences, new construction is better on nearly every conceivable measure.

By M. Nolan Gray



George S. Zimbel / Getty; The Atlantic

JANUARY 11, 2022, 6 AM ET

SHARE ▼

About the author: M. Nolan Gray is a professional city planner and a housing researcher at UCLA. He is the author of *Arbitrary Lines: How Zoning Broke the American City and How to Fix It*

INFORMATION ONLY

IN EARLY AUGUST, 254 Tamarisk Drive went on the Bay Area housing market asking \$850,000, and it sparked a bidding war that topped out at \$1 million. The 1968 four-bedroom ranch, clad with half-century-old fixtures and set behind a patchy lawn, was not only unremarkable but had actually been “fire charred” before it was put up for sale. And yet its buyers likely got a good deal: According to the real-estate-listing site Redfin, the home could now be worth as much as \$1.36 million.

This extreme case highlights a housing market in crisis: Americans are paying ever more exorbitant prices for old housing that is, at best, subpar and, at worst, unsafe. Indeed, the real-estate market in the U.S. now resembles the car market in Cuba: A stagnant supply of junkers is being forced into service long after its intended life span.

In housing circles, one hears a lot of self-righteous discussion about the need for more preservation. And many American homes doubtless deserve to stick around. But the truth is that we fetishize old homes. Whatever your aesthetic preferences, new construction is better on nearly every conceivable measure, and if we want to ensure universal access to decent housing, we should be building a lot more of it.

ACCORDING TO CENSUS BUREAU data compiled by House Method, the median home nationwide is now 39 years old, up nearly 20 percent over the past decade alone. In the northeastern states of New York and Massachusetts, the median is much higher, at 63 and 59, respectively, while out West, in Nevada and Arizona, your typical home is still barely old enough to rent a car.

This isn’t an East-West thing, however: The median home in California is roughly 50 percent older than that in the Carolinas. A typical home in San Francisco is now 15 years older than its New Orleans counterpart, not because San Francisco is older than New Orleans, but because the former is so slow to permit new development.

Across the country—but particularly along the coasts—barriers to construction mean that housing production has plummeted, such that we now face a national demand-supply gap of 6.8 million homes. To break even over the next 10 years, the National Association of Realtors found, we would need to build *at least* 700,000 new homes each year.

Reihan Salam: Los Angeles is in crisis. So why isn’t it building more housing?

In the meantime, we’re stuck with a lot of old housing that, to put it bluntly, just kind of sucks. A stately Victorian manor in the Berkshires is one thing. But if you live in a

Boston triple-decker, a kit-built San Jose bungalow, or a Chicago greystone, your home is the cheap housing of generations past. These structures were built to last a half century—at most, with diligent maintenance—at which point the developers understood they would require substantial rehabilitation. Generally speaking, however, the maintenance hasn't been diligent, the rehabilitation isn't forthcoming, and any form of redevelopment is illegal thanks to overzealous zoning.

RECOMMENDED READING

LBJ's Wild Ex-President Hair (And the Story Behind It)

KEVIN TOWNSEND

Companies Want Remote Workers in All States but 1

SAAHIL DESAI

Throw Your Children's Art Away

MARY TOWNSEND

You might think uneven floors or steep stairwells have “character.” You'll get no argument here. But more often than not, old housing is simply less safe. Until 1978, lead was common in house paint, and until the 1980s, in water pipes. Although the substance has been banned in new housing, the CDC estimates that 24 million old homes are still coated in lead paint—including the many Levittown homes built in the 1950s—while an estimated 9.2 million homes still receive water through lead pipes.

Or take fire safety: Electrical fires alone account for one in 10 residential fires, killing nearly 500 Americans each year. These fires are mostly a function of improper and aging wiring, which is endemic in older homes. Worse yet, many older homes lack the materials needed to stop a blaze once it starts; back in 2016, a single misplaced cigarette might have been what sent San Francisco's Graywood Hotel—a 116-year-old single-room-occupancy building that housed approximately 77 people—up in flames.

Even when old housing is not killing its occupants, much of it is exclusionary by design. Before the passage of the Americans With Disabilities Act and recent amendments to the Fair Housing Act, standard elements such as ramps and elevators—as well as more subtle accessibility features such as automatic doors and wheelchair-friendly units—were not required, and so were rarely provided. As a result, old housing typologies like New York City’s walk-up tenements end up trapping many thousands of seniors in place, while limiting housing opportunities for many thousands more.

HERE IN LOS ANGELES, we are busy retrofitting nearly 14,000 dingbats, those low-slung, 1950s apartment buildings that could very well collapse with the next earthquake. Like many Angelenos, I’ve come to appreciate their charms. But those resources could have been better spent replacing pedestrian-hostile carports and aging units with the street-level storefronts and additional apartments that our city so desperately needs.

Yet like most U.S. cities, Los Angeles has made redeveloping much of its aging housing stock all but impossible. Between apartment bans, strict density limits, and minimum parking requirements, taking an old home and turning it into an apartment building, or even two or three modern townhouses, is in many cases illegal. Much of this flows from our national prejudice against new housing, especially if it’s billed as “luxury.” Attend a hearing for any given housing proposal and you’re sure to hear baseless speculation that new housing is shoddily constructed or unsafe.

The fact is that those much-lamented cookie-cutter five-over-one apartment buildings cropping up across the U.S. solve the problems of old housing and then some. Modern building codes require sprinkler systems and elevators, and they disallow lead paint. New buildings rarely burn down, rarely poison their residents, and nearly always include at least one or two units designed to accommodate people in wheelchairs.

And despite what old-home snobs may believe, new housing is also just plain nice to live in—in many ways an objective improvement on what came before.

M. Nolan Gray: How Californians are weaponizing environmental law

Noise is now appropriately recognized as one of the biggest quality-of-life issues in cities. As I write this in the living room of my 1958 Los Angeles dingbat, I can hear the neighbor on my right shouting over the phone and the neighbor on my left enjoying reggaeton at maximum volume. The distant hum of the 405 is forever in the

background. Back when I lived in a mid-2000s apartment building in D.C.—a relatively old building in our pro-growth capital—I had no such distractions. Double-paned windows kept out virtually all street noise, even on a busy downtown intersection, while fiberglass insulation kept neighbors from bothering one another. I wasn't even certain that I had neighbors until we bumped into each other several months after I moved in.

Modern homes and apartment buildings are not only far better insulated—they also feature modern HVAC (heating, ventilation, and air-conditioning) technologies, such that homes can be warmed and cooled without using nearly as much energy as their older counterparts. Given that heating and cooling account for nearly half of all household energy use in the U.S., the savings from new housing could have serious implications for climate change. That little space heater struggling to keep your drafty old apartment warm—to say nothing of your window AC unit—isn't just unsightly. It's also a climate failure.

In smaller ways, too, new construction is nicer. Bathrooms and closets are larger, as are kitchens, which are no longer walled off from the rest of the home. Modern windows let you bathe a unit in natural light, without temperature or noise concerns. Smaller unit sizes—think studios and one-bedrooms—better reflect shrinking households. And in-unit laundry is more common now, as are balconies—amenities that have only grown in value amid recurring COVID-related shutdowns.

FOR COMPARISON'S SAKE, consider the Japanese approach. The average Japanese home is demolished 30 years after construction, the realistic life span of a typical cheaply built structure. The Japanese have virtually no “used home” market: Fully 87 percent of Japanese home sales are new, compared with 11 to 34 percent in the West. As a result, most Japanese households enjoy a new house or apartment with all the modern amenities and design innovation that entails, including ever-improving earthquake standards. And this steady supply of new housing has helped make Tokyo one of the most affordable cities in the world, despite a growing population.

All that construction consumes a fair share of resources, and housing in Japan doesn't double as an investment vehicle. But I, for one, would take that trade-off.
