

BIRMINGHAM CITY COMMISSION AGENDA
MONDAY, JULY 25, 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

- The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. The cases of COVID-19 are increasing in the area. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The City Clerk's Office will be open on Saturday, July 30, 2022 from 8am-4pm for your last minute absentee voting needs. The deadline to request and receive an absentee ballot by mail is 5pm Friday, July 29. The deadline to obtain an absentee ballot in person at the City Clerk's Office is no later than 4pm on August 1st. If you need to register to vote or update your voter registration, all registration actions must take place in person at the City Clerk's office from now through Election Day.
- Join us in Shain Park for our In The Park Summer Concert Series on Wednesday evenings beginning at 7 PM. July 27th is Thornetta Davis (R&B), August 3rd is Captain Fantastic Detroit and The Donny Rod Show (Rod Stewart & Elton John Tribute) and on August 10th we have Itchycoo (Psychedelic Rock).
- Proclamation Farmers Market
- Introduce Aaron Ford, new Parking System Manager
- Introduce Melissa Coatta, new City Engineer

Appointments

- A. Appointment to the Greenwood Cemetery Advisory Board
1. Margaret Suter
 2. Linda Buchanan

To appoint_____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 7, 2025.

To appoint_____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 7, 2025.

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

V. CONSENT AGENDA

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

- A. Resolution to approve the regular City Commission meeting minutes of July 11, 2022.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 13, 2022, in the amount of \$794,198.65.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 20, 2022 in the amount of \$1,319,579.99.
- D. Resolution to set a public hearing date of August 29th, 2022 to consider the rezoning application for a portion of 695 W. Brown, parcel #19-36-151-027, from R8 Attached Single Family to R2 Single Family Residential.
- E. Resolution to set a public hearing date of August 29th, 2022 to consider finalizing the lot division of 695 W. Brown, parcel # 19-36-159-009 & parcel # 19-36-151-027.
- F. Resolution to approve an agreement with Span Systems, Inc. for the fabrication and installation of two windscreen panels and overall tensile structure maintenance in the amount not to exceed \$12,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101- 751.000-811.0000.
- G. Resolution to approve and award the 2022 Concrete Sidewalk Repair Program #8-22(P), to Luigi Ferdinandi and Sons Cement Company, Inc., in the amount not to exceed \$399,928.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeting in the following accounts;

<u>Funding Account</u>	<u>Fund ID Number</u>	<u>Project Award</u>
General Sidewalk	101-444.001-981.0100	\$ 326,687.21
Major Streets Fund	202-449.001-981.0100	\$ 41,851.88
Local Streets Fund	203-449.001-981.0100	\$ 31,388.91
	Total Costs	\$ 399,928.00

- H. Resolution to approve the increased payment of \$14,400.00 with Hart Pavement Striping Corporation over the contracted amount for \$64,000.00 for additional handwork pavement services conducted in the 2021-2022 fiscal year. Further, to approve the appropriations and budget amendment to the fiscal year 2021-2022 budget as follows:

Major Street Funds

Revenues:

Draw from fund balance #202-303.001-937.0200	\$14,400.00
Total Revenue Adjustment	\$14,400.00

Expenditures:

Contract Lane Painting -#202-303.001-937.0200	\$14,400.00
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Total Expenditures Adjustment:

\$14,400.00

- I. Resolution to authorize the IT department to purchase the Palo Alto Firewall hardware and 3-year security subscription and support License bundle, the purchase price not to exceed \$31,461.00, from funds available in the IT machinery and equipment fund account # 636-228.000-971.0100;
AND
Make a motion adopting a resolution to authorize the IT department to purchase the Cortex XDR Pro / Data Lake Integration for the Firewall, the purchase price not to exceed \$41,478.06, from funds available in the IT computer maintenance fund account # 636-228.000-933.0600.
- J. Resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Bus Bar, LLC to approve the request of Bus Bar, LLC to transfer the membership in Bus Bar, LLC which holds the Class C and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area located at 2159 E. Lincoln, Birmingham, Oakland County, MI from 50% Keith Crain Jr to 50% RPJP Holdings, LLC and the other 50% remain with Curt Catallo Trust.

VI. UNFINISHED BUSINESS

- A. Continuation of Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add language to permit accessibility ramps in the required open space.
 - 1. Resolution adopting an ordinance to amend Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

VII. NEW BUSINESS

- A. Public Hearing for 220 Merrill – 220 Restaurant – Review for Compliance – Special Land Use Permit
 - 1. Resolution to continue the public hearing until August 15, 2022, to allow the applicant to complete the installation of the tree grates.
OR
Resolution that the Special Land Use Permit for 220 Restaurant remain in place with the terms and conditions previously approved, removing the last condition to reappear before the City Commission in July, 2022.
- B. Public Hearing for 1160 Grant Street – Ortiz Educare – Special Land Use Permit, Final Site Plan & Design Review
 - 1. Resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 1160 Grant St. – Ortiz Educare with the following condition:
 - The applicant provide a photometric plan indicating all lighting requirements for the parking lot circulation area have been met.
- C. Public Hearing for 36877 Woodward Ave – Gasow Veterinary Clinic – Special Land Use Permit, Final Site Plan & Design Review
 - 1. Resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward Ave – Gasow Veterinary Clinic and to enter into a Special Land Use Permit Contract with Midwest Veterinary Partners PLLC and 36877

Woodward Avenue LLC to allow for a veterinary clinic use to operate in the TZ-3 Transition zone with the condition that the applicant obtain lot combination approval from City Commission.

- D. First Time Special Event - Quarton Elementary Slow Roll
 - 1. Resolution to approve a special event permit as requested by the Quarton Elementary to hold the Slow Roll on October 1, 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, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- E. First Time Special Event - Baldwin Society "An Autumn Affair of Dignity and Hope"
 - 1. Resolution to approve a special event permit as requested by the Baldwin Society to hold the event "An Autumn Affair of Dignity and Hope" on September 22, 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, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- F. Commission Items for Future Discussion. A motion is required to bring up the item for future discussion at the next reasonable agenda, no discussion on the topic will happen tonight.
- G. Commission discussion on items from a prior meeting
 - 1. None

VIII. REMOVED FROM CONSENT AGENDA
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IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
 - 1. Ethics Opinion 2022-02 Koseck
- D. Legislation
- E. City Staff
 - 1. Parking Assessment District
 - 2. City Managers Report

INFORMATION ONLY

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](tel:(248)530-1880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).



PROCLAMATION

- WHEREAS,** Established in 2002, the Birmingham Farmers Market has been providing a weekly place for area residents to shop for local agricultural products, fresh foods and other goods; and
- WHEREAS,** The Birmingham Farmers Market provides an opportunity to gather with others in the community for fellowship, entertainment and family-friendly activities, while enjoying the outdoor atmosphere and supporting local vendors and businesses; and
- WHEREAS,** The Birmingham Shopping District has organized, managed and maintained the Birmingham Farmers Market for 20 seasons creating a sense of place and community, and increasing foot traffic to the downtown area; and
- WHEREAS,** The Birmingham Farmers Market supports local vendors that provide Michigan-grown and made agricultural and other products at the market, several of which have participated in the market since its establishment; and
- WHEREAS,** A celebration commemorating this important milestone is planned for August 7, 2022 from 9:00 a.m. – 2:00 p.m. in Public Parking Lot #6, with a special ceremony at 10:00 a.m. Local elected officials, Birmingham Shopping District Board members, Birmingham Farmers Market founders, civic leaders and organizations, and community members will be present to celebrate the 20th season; and
- THEREFORE,
BE IT RESOLVED** that I, Therese Longe, Mayor for the City of Birmingham, on behalf of the Birmingham City Commission, extend my congratulations to the Birmingham Farmers Market for 20 seasons of invaluable contributions to the community by providing fresh local products, entertainment and a community gathering place each season.

*On Behalf of the City of Birmingham and the
residents of Birmingham this 25th day of July, 2022.*



MEMORANDUM

Human Resources

DATE: July 21, 2022

TO: Thomas M. Markus, City Manager

FROM: Joseph Lambert, HR Manager

SUBJECT: Ford - New Hire Introduction

The City has hired **Aaron Ford** as the new Parking System Manager. Mr. Ford comes with over two decades experience in the field of parking services for Olympia Entertainment, and has a degree in Commercial Recreation from Central Michigan University. In his previous role, Mr. Ford carried out a variety of high-level responsibilities, including the oversight of parking operations for Little Caesars Arena, Comerica Park, Fox Theatre, and the surrounding retail, office, and mixed-use developments of the District Detroit. Mr. Ford has also assisted in various capacities with large-scale special events, including:

- 2000 Comerica Park Opening Season
- 2002 Detroit Red Wings Victory Parade
- 2005 MLB All Star Game
- 2006 Super Bowl XL and MLB World Series
- 2008 Detroit Red Wings Victory Parade
- 2009 NCAA Men's Final Four
- 2012 MLB World Series

Aaron Douglas Ford

June 2, 2022

Dear Mr. Markus,

I am reaching out to express my interest in the Parking Systems Manager position with The City of Birmingham. I believe I am a highly qualified candidate for your parking leadership position and will make an immediate positive impact on a community I care about deeply.

As my resume outlines, I have built deep parking industry knowledge through hands-on experience over the course of 23 years in the industry. My primary role has been with the Ilitch organization in Detroit, the largest urban parking operation in Michigan. Based on strong performance, a consistent can-do attitude, and outstanding work ethic, I was promoted from Supervisor to Manager and ultimately Director of Parking Services. I oversee all aspects of daily operations, staffing, budgeting, technology enhancements, and development of new and parking existing assets. I take pride in having provided my department with solid and consistent leadership through the years, with growing annual revenue to speak to my success.

I have also kept my parking industry knowledge and network fresh by working large-scale national sporting events, including MLB All-Star Games and Super Bowls in various host cities. I have seen first-hand the newest parking enhancements, practices, and technologies from around the country, which has enabled me to recommend and implement improvements to the Ilitch parking operation, something I would be excited to also bring to the City of Birmingham. I am experienced in sourcing and vetting parking technology and development companies and am confident this background uniquely qualifies me to lead the City of Birmingham through its next generation of parking operation enhancements in the coming years.

Finally, I would find a great sense of purpose working for a community I'm a member of as a father of children in Birmingham schools and youth sports. I enthusiastically welcome the opportunity to interview and share more about my experience, as well as the passion and loyalty I would bring to the City of Birmingham Parking Systems Manager position.

Sincerely,

Aaron Ford

Aaron Douglas Ford

CAREER SUMMARY

Accomplished parking operations professional with 23 years of industry experience encompassing daily parking operations leadership; parking asset development, renovations, and technology enhancements; property maintenance and beautification; hiring, training, and managing teams of employees; transportation coordination; and special events logistics. Recognized for deep industry knowledge, outstanding work ethic, consistent can-do attitude, developing strong teams, and building relationships with coworkers, community, stakeholders, and vendors.

EXPERIENCE

ODM Parking L.L.C., Detroit, MI

March 2000 – present

Director of Parking Services (promoted to role in 2006)

Oversee the large-scale parking operation for Little Caesars Arena, Comerica Park, the Fox Theatre, surrounding retail, office, and mixed-use developments, and a wide variety of special events throughout The District Detroit. Responsibilities include planning, budgeting, and oversight of \$5.5 million in annual revenue; hiring, training and leadership of ten management-level employees and 50 hourly staff members; management of more than 25 surface lots and six parking decks; technology enhancements, maintenance, and beautification of parking assets; management of relationships with key stakeholders locally and nationally; and customer service for the millions of annual visitors to Ilitch-owned venues.

Key Accomplishments:

- Successfully managed parking programs during the opening of Little Caesars Arena, which included four new parking decks, transition of personnel from Joe Louis Arena, and implementation of new and improved parking systems and technology at all parking locations.
- Assisted in sweeping renovations of numerous surface parking lots, including paving, striping, fencing, landscaping, LED lighting, and digital signage.
- Implemented new automated revenue equipment called PARCS (Parking Access Revenue Control System) across all parking assets and coordinated a partnership with an online vendor to sell prepaid parking, further streamlining the operation.
- Improved the department's annual budgeting process with a focus on lot-by-lot breakdowns, capital expenditures, and revenue allocations, as well as creating monthly P&L reports.
- Served as an integral member of the planning, logistics, transportation, and parking teams for highly attended, major national sporting events in downtown Detroit including the 2012 and 2006 Major League Baseball (MLB) World Series games, 2009 NCAA Men's Final Four Basketball Tournament, 2006 Super Bowl XL and the 2005 MLB All-Star Game.
- Organized logistics for the 2008 and 2003 Detroit Red Wings victory parades.
- Served as one of three parking supervisors during the opening season of Comerica Park in 2000, establishing the parking operation from the ground up.

Aaron Douglas Ford - *continued*

GAME DAY, Orlando, FL

Event Basis, 2009 – 2017

Super Bowl Parking and Access Supervisor

- Worked for the Super Bowl's official parking and transportation vendor, providing parking and transportation services to Super Bowl guests in various U.S. host cities. Operated parking lots with other parking professionals from around the country, collaborated with local law enforcement, and managed hourly staff.

MAJOR LEAGUE BASEBALL, New York, NY

Event Basis, 2005 – 2018

MLB All-Star Game Red Carpet Parade Consultant

Assisted with the implementation of the annual Red-Carpet Parade for the MLB All-Star Game. Collaborated with MLB officials, local law enforcement, and officials in host cities to implement a successful parade attended by hundreds of thousands of fans. Strategically organized vehicles from the parade starting point, assigned vehicles for MLB players, assisted players in and out of vehicles, answered players' logistical questions, determined the official parade step-off, and managed the pacing of the parade.

Key Accomplishments:

- Implemented a successful parade in downtown New York City – the longest route and the most complicated parade logistics in the history of the All-Star Game Red Carpet Parade.
- Successfully assisted with the planning and implementation the first Red Carpet Parade in Detroit in 2005, a concept the MLB adopted as an annual tradition for the summer classic.

RIDGEWAY INTERNATIONAL, Minnetonka, MN

Event Basis, 2005 – 2008

Super Bowl Parking Supervisor

- Operated parking lots collaborated with local law enforcement and managed hourly staff for the Super Bowl's official parking operator.

OLYMPIA ENTERTAINMENT, Detroit, MI

May 1999 – October 1999

Operations Intern, Joe Louis Arena

- Served as a member of the operations staff overseeing all aspects of Joe Louis Arena operations. Responsibilities included conditioning the ice, special event setup, and coordination with event staff for traveling shows.

EDUCATION

CENTRAL MICHIGAN UNIVERSITY, Mt. Pleasant, MI

May 1999

- Bachelor of Applied Arts in Commercial Recreation, Parks, and Leisure Services
- Minor in Business Management

PROFESSIONAL ASSOCIATIONS

- Michigan Parking Association, **2006 - present**
- National Parking Association, **2006 - present**
- International Parking Institute, **2006 - present**



MEMORANDUM

Human Resources

DATE: July 21, 2022

TO: Thomas M. Markus, City Manager

FROM: Joseph Lambert, HR Manager

SUBJECT: Coatta - New Hire Introduction

The City has hired **Melissa Coatta** as the new City Engineer. With over twenty years of experience with Hubbell, Roth and Clark, Inc, Mrs. Coatta has a degree in Civil Engineering from Michigan State University. Mrs. Coatta has experience in various engineering projects, including water mains, storm and sanitary sewers, roadways, sidewalks, environmental restoration, and site development, and has demonstrated skills in permitting and bidding procedures, team coordination, and project management. At HRC, Mrs. Coatta served in progressively responsible roles, most recently as an Associate, responsible for leading a team of five for multiple clients, including:

- Local Municipalities
- Residential/Commercial
- Medical Facilities
- Educational Institutions

Melissa A. Coatta, P.E.



April 24, 2022

City of Birmingham
151 Martin Street
Birmingham, MI 48009

Attn: Tom Markus, City Manager

Attached is my resume for consideration for City Engineer. My goal is to find a long term career utilizing my experience in the civil engineering for internal operations with a governmental agency.

I have over twenty years of experience in several portions of civil engineering, including but not limited to: municipal, roadway, utilities, environmental, construction, and site development. This has allowed me to be a well-rounded engineer by using my experience in one type of civil engineering to another.

I look forward to speaking with you confidentially to discuss how my experience and abilities match your needs, and learn more about the position. Thank you for your consideration.

Sincerely,



Melissa A. Coatta, P.E.

Melissa A. Coatta, P.E.

Qualifications

20 years of engineering consulting experience in municipal, environmental, educational, and private site development with a Professional Engineer License (Michigan PE: [REDACTED])

Education

Bachelors of Science in Civil Engineering
Michigan State University, East Lansing, Michigan
1998-2002

Skills

- | | |
|--------------------------------------|--|
| • Lead Department Team | • Prepare Plans and Specifications |
| • Permitting and Bidding Procedures | • Construction and Contract Administration |
| • Coordination with Team Consultants | • Project Management |
| • Communication with Stakeholders | • Manage Multiple Projects |

Employment

Hubbell, Roth and Clark, Inc. | 555 Hulet Drive, Bloomfield Hills, MI 48302 | (248) 454-6300

Associate (February 2018-Present)

- Client representative for municipalities, residential commercial, medical, and educational clients.
- Manage a team of five people for design bidding, and construction engineering for public and private work.

Engineer (May 2002-February 2018)

- Project Engineer responsible for preliminary planning, design engineering, permitting and local approval process, and construction administration on several projects throughout the State of Michigan for water main, storm sewer, sanitary sewer, roadway, storm water management, pathway and sidewalk, roadway, streambank and habitat restoration, dam replacement, and site development for residential, commercial, medical, and educational. Tasks include preparing proposals, developing cost estimates, managing internal team schedule and project resources, and work with client and design team including other consultants and sub consultants.
- Experience in conducting plan reviews, communication with applicants and residents, cost estimates for special assessments, and attend meetings and presentations.
- Understanding of residential, commercial, medical, and educational projects by leading an internal design team, project management with several internal departments, and obtaining local approval process.
- Issued studies and reports to clients on project funding sources, feasibility of projects and utility sources, progress of projects, and final reports on grant funded projects.
- Knowledge of MS Office, ProjectWise, Field Manager, E-Builder, and Procore

Student Observer (May 2001-August 2001)

- Observer on water main, sanitary sewer, storm sewer, and paving on municipal and private projects.

Testing Engineers and Consultants | 1343 Rochester Road, Troy, MI 48063 | (248) 588-6200

Office Technician (November 2000-May 2001)

- Process testing reports and create distribution tracking system for reports at their GM Lansing project.

Testing Technician (May 2000-August 2000)

- Quality control tests of construction materials at construction sites.

References

Cory Borton [REDACTED]	(248) [REDACTED]
Gary Tressel [REDACTED]	(248) [REDACTED]
Amy Burton [REDACTED]	(248) [REDACTED]
Chief Scott Sarvello [REDACTED]	(248) [REDACTED]



NOTICE OF INTENTION TO APPOINT TO THE GREENWOOD CEMETERY ADVISORY BOARD

At the regular meeting of Monday, July 25, 2022, the Birmingham City Commission intends to appoint two regular members to the Greenwood Cemetery Advisory Board to serve three-year terms to expire July 7, 2025.

Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.

Interested citizens may submit a form available at the City Clerk's Office on or before noon on Wednesday, July 20, 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.

Committee Duties

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery. Future Demands. As to how to respond to future demands for cemetery services.
3. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
4. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

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

Applicant(s) Presented for City Commission Consideration:

Applicant Name	Criteria/Qualifications Must be a resident of Birmingham and insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals.
Margaret Suter	Plot owner, applying for re-appointment
Linda Buchanan	Current chairperson, applying for re-appointment

SUGGESTED RESOLUTION:

To appoint_____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 7, 2025.

To appoint_____ to the Greenwood Cemetery Advisory Board as a regular member to serve a three-year term to expire July 7, 2025.



GREENWOOD CEMETERY ADVISORY BOARD

Resolution No. 10-240-14 October 13, 2014.

The Greenwood Cemetery Advisory Board shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The City Manager or his/her designee shall serve as ex official, non-voting members of the Board.

Term: Three years.

In general, it shall be the duty of the Greenwood Cemetery Advisory Board to provide recommendations to the City Commission on:

1. Modifications. As to modifications of the rules and regulations governing Greenwood Cemetery.
2. Capital Improvements. As to what capital improvements should be made to the cemetery.
3. Future Demands. As to how to respond to future demands for cemetery services.
4. Day to Day Administration. The day to day administration of the cemetery shall be under the direction and control of the City, through the City Manager or his/her designee.
5. Reports. The Greenwood Cemetery Advisory Board shall make and submit to the City Commission an annual report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery Advisory Board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery Advisory Board, advise the City Commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

Last Name	First Name	Home Address	Home Business E-Mail	Appointed	Term Expires
Buchanan	Linda	1280 Suffield Birmingham 48009	(248) 646-3297 <i>lgbfeb23@gmail.com</i>	12/14/2015 Chair	7/6/2022
DeWeese	Pam	932 Purdy Street Birmingham 48009	(248) 642-4256 <i>pamdeweese@comcast.net</i>	8/24/2020 Plot Owner	7/6/2023

Last Name Home Address	First Name	Home Business E-Mail	Appointed	Term Expires
Peterson 1532 Melton Birmingham	Linda 48009	(248) 894-9010 <i>lpeterson02@comcast.net</i>	11/24/2014 Vice Chair	7/6/2024
Schreiner 591 Bird Birmingham	Laura 48009	(248) 593-0335 <i>laschreiner@yahoo.com</i>	11/24/2014 owner of burial site in Greenwood; person familiar with and interested in the history of Birmingham.	7/6/2024
Stern 1090 Westwood Birmingham	George 48009	(248) 345-2750 <i>sterngeo@aol.com</i>	11/24/2014 Person familiar with and interested in the history of Birmingham; person with experience in landscape architecture, horticulture, or law.	7/6/2024
Suter 1795 Yosemite Birmingham	Margaret 48009	(248) 644-5925 <i>maasuter@gmail.com</i>	5/23/2016 owns a plot, relative buried in Greenwood Cemetery	7/6/2022
Vercellone 572 W. Lincoln Birmingham	Joseph 48009	(248) 798-0460 <i>jvercellone@gmail.com</i>	8/10/2020 Plot Owner	7/6/2023

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board** Year: **2022**
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																	
Linda Buchanan	P	CM	P	P	P	P	P								6	0	100%
Pam DeWeese	P	CM	P	P	P	P	A								5	1	83%
Joseph Vercellone	A	CM	P	P	A	A	A								2	4	33%
Linda Peterson	P	CM	P	P	P	P	P								6	0	100%
Laura Schreiner	P	CM	P	P	P	P	P								6	0	100%
George Stern	P	CM	P	P	A	P	P								5	1	83%
Margaret Suter	P	CM	P	P	P	A	A								4	2	67%
Reserved															0	0	
Reserved															0	0	
Present or Available	6	0	7	7	5	5	4	0	0	0	0	0	0	0%			

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

Alexandria D. Bingham

Department Head Signature

CITY BOARD/COMMITTEE ATTENDANCE RECORD

Name of Board: **Greenwood Cemetery Advisory Board** Year: **2021**
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																	
Linda Buchanan	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Pam DeWeese	P	P	P	P	P	P	P	A	CM	P	CM	P			9	1	90%
Joseph Vercellone	P	P	A	A	P	A	A	A	CM	P	CM	A			4	6	40%
Linda Peterson	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Laura Schreiner	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
George Stern	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Margaret Suter	P	P	P	P	P	P	P	P	CM	P	CM	P			10	0	100%
Reserved															0	0	
Reserved															0	0	
Present or Available	7	7	6	6	7	6	6	5	0	7	0	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

Alexandria D. Bingham

Department Head Signature



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

In person

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 Greenwood Cemetery Advisory Board

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

Name Margaret A.A. Suter

Phone 248-644-5925

Residential Address 1795 Yosemite Blvd.

Email * maasuter@gmail.com

Residential City, Zip Birmingham 48003

Length of Residence 44 years

Business Address _____

Occupation Retired Banker-Lender

Business City, Zip _____

Reason for Interest: Explain how your background and skills will enhance the board to which you have applied My six previous years on the cemetery Board and my professional background as a banker gives me a unique vision for managing the cemetery proper to maintain its green space as a pleasant final resting place, a quiet place for residents to walk and a place of historical significance for the City of Birmingham through focusing on notable persons buried at the cemetery

List your related employment experience

A combination of 14 years of residential + commercial lending experience.

I understand the need to maintain infrastructure, manage existing structure and other assets of the property

List your related community activities

I am a member of the Friends of the Library and Historical Museum. I support the

historical tours of the cemetery, encourage DAR friends to maintain interest in Greenwood and have participated in park tree planting.

List your related educational experience

My business degree gives me a wide viewpoint for managing the cemetery & focusing on its needs.

To the best of your knowledge, do you or a member of your immediate family have any direct financial or business relationships with any supplier, service provider or contractor of the City of Birmingham from which you or they derive direct compensation or financial benefit? If yes, please explain: none

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

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

Margaret A.A. Suter
Signature of Applicant

5-25-2022
Date

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

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



JUN 3 2022

OFFICE USE ONLY	
Meets Requirements?	<u>Yes</u> , No
Will Attend / Unable to Attend	

RECEIVED

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 GREENWOOD CEMETERY ADVISORY BOARD

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

Name LINDA G. BUCHANAN

Phone 248-646-3297

Residential Address 1280 SUFFIELD

Email * lgfeb23@gmail.com

Residential City, Zip BIRMINGHAM 48009

Length of Residence 50+ years

Business Address -

Occupation RETIRED

Business City, Zip -

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

UNIVERSITY CLASSES IN HISTORY - VOLUNTEER FOR 20 YEARS
AS CEMETERY TOUR DOCENT AND AN ENTHUSIASTIC
AMBASSADOR OF PR. FOR THE CEMETERY.

List your related employment experience TEACHER - WARREN FITZGERALD
PUBLIC SCHOOLS



List your related community activities 1) FRIENDS OF THE B'HAM MUSEUM 2) FRIENDS
OF BALDWIN LIBRARY 3) TROY HIST. SOC. 4) NEXT 5) BALDWIN HOUSE BOARD
OF DIRECTORS - (V. PRES.)

List your related educational experience B.A. AND GRADUATE STUDIES
IN EDUCATION FROM MICH. STATE UN.

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

Linda G. Buchanan
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 clerksoffice@bhamgov.org or by fax to 248.530.1080. Updated 3/24/2021

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

Sec. 34-30. - Establishment of the Greenwood Cemetery advisory board.

- (a) *Composition.* There is hereby established the Greenwood Cemetery advisory board for the city which shall consist of seven members who shall serve without compensation. Members must be chosen from among the citizens of Birmingham and, insofar as possible, represent diverse interests, such as persons with family members interred in Greenwood Cemetery; owners of burial sites within Greenwood Cemetery intending to be interred in Greenwood Cemetery; persons familiar with and interested in the history of Birmingham; persons with familiarity and experience in landscape architecture, horticulture, law or cemetery or funeral professionals. The city manager or his/her designee shall serve as ex officio, non-voting members of the board.
- (b) *Terms of members.* Each member shall be appointed for a term of three years ending on the first Monday of July of the third year after appointment, or upon the appointment of his successor, whichever is later, except that in the first instance three of the members shall be appointed for a one-year term and two shall be appointed for two-year terms. Vacancies occurring other than through the expiration of term shall be filled for the unexpired term by the city commission.
- (c) *Removal of members.* Members of the Greenwood Cemetery advisory board shall hold office at the pleasure of the city commission and can be removed at any time with or without cause.
- (d) *Organization.* The Greenwood Cemetery Advisory Board shall elect a chairperson and vice-chairperson from its membership annually at its first meeting after the first Monday of July.
- (e) *Meetings.* The Greenwood Cemetery Advisory Board shall hold at least one regular public meeting in each quarter on such date and at such time and place as may be established by resolution of the Greenwood Cemetery advisory board. The Greenwood Cemetery advisory board shall keep a written or printed record of its proceedings which shall be a public record and property of the city.
- (f) *Expenditures and assistance.* The Greenwood Cemetery advisory board may call upon the city manager for such services and data from the various departments as it may require. The Greenwood Cemetery advisory board may recommend to the city commission the securing of such professional and consulting services as it may require, however, the Greenwood Cemetery advisory board shall not have any authority to authorize or otherwise obligate the city to incur expenses and/or approve contracts. Requests for expenditures shall be routed through the ex-officio member(s) of the board to the city commission for consideration.
- (g) *Powers and duties.* In general, it shall be the duty of the Greenwood Cemetery advisory board to provide recommendations to the city commission:
 - (1) *Modifications.* As to modifications of the rules and regulations governing Greenwood Cemetery;
 - (2) *Capital improvements.* As to what capital improvements should be made to the cemetery;
 - (3) *Future demands.* As to how to respond to future demands for cemetery services; and

(4) *Day to day administration.* The day to day administration of the cemetery shall be under the direction and control of the city, through the city manager or his/her designee.

(h) *Reports.* The Greenwood Cemetery advisory board shall make and submit to the city commission annually a report of the general activities, operation, and condition of the Greenwood Cemetery for the preceding 12 months. The Greenwood Cemetery advisory board shall, from time to time, as occasion requires, either in the annual report, or at any time deemed necessary by the Greenwood Cemetery advisory board, advise the city commission in writing on all matters necessary and proper for and pertaining to the proper operation of Greenwood Cemetery and any of its activities or properties.

(i) *Protection of property.* No person shall take, use, or occupy the Greenwood Cemetery except in accordance with such rules and regulations governing such as may from time to time be authorized by the city commission.

(Ord. No. 2146, 10-13-14)

DRAFT - Birmingham City Commission Minutes

July 11, 2022

Municipal Building, 151 Martin

7:30 p.m.

Vimeo Link: <https://vimeo.com/724724030>

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, Police Chief Clemence, Senior Planner Cowan, Planning Director Dupuis, Assistant City Manager Ecker, Building Official Johnson, City Attorney Kucharek

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

Announcements

- COVID-19 Update: Per the CDC, Oakland County has a COVID-19 transmission level of HIGH. The City continues to recommend the public wear masks while attending City meetings per CDC guidelines. All City employees, commissioners, and board members must wear a mask while indoors when 6-feet of social distancing cannot be maintained. This is to ensure the continuity of government is not affected by an exposure to COVID-19 that can be prevented by wearing a mask. The City continues to provide KN-95 respirators and triple-layered masks for all in-person meeting attendees.
- The Clerk's office would like to remind voters to turn in an absentee ballot application if they wish to vote by mail for the August 2, 2022 State Primary Election. Return your absentee ballot to the clerk's office as soon as possible via drop box or mail. To review your specific voting information and preview your ballot visit mi.gov/vote. The online and mail voter registration deadline is July 18th. After July 18th new voters must register in person at the clerk's office.
- Join us in Shain Park for our In The Park Summer Concert Series up next on July 13th is Shout Tribute Band (Beatles) at 7 pm and July 20th at 12 pm SURF ZUP (Beach Boys) and 7 pm Mainstream Drive (Classic Rock)
- The City Commission wishes Mayor Longe a happy birthday!

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.

07-183-22 Consent Agenda

The following items were pulled from the Consent Agenda:

- Mayor Longe: Item A – Joint City Commission and Planning Board Minutes - June 20, 2022
- Commissioner Haig: Item H – Set a Public Hearing for a Lot Combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016, Lot T2N, R10E, SEC 36 O E SHATTUCK SUB LOTS 15, 16 & 17 & Parcel ID # 19-36-283-024, Lot T2N, R10E, SEC 36 RURAL SUB LOTS 5 TO 11 INCL, ALSO LOTS 11 & 14 OF 'O E SHATTUCK SUB'

The Mayor noted that she would be recused from voting on Item H due to a conflict-of-interest stemming from a business relationship between her spouse and the owner of the property.

MOTION: Motion by MPT Boutros, Commissioner Schafer:
To approve the Consent Agenda excluding Items A and H.

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

Nays, None

- B. Resolution to approve the City Commission meeting minutes of June 27, 2022.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated June 29, 2022, in the amount of \$991,516.35.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated July 6, in the amount of \$1,071,614.27.
- E. Resolution to approve a special event permit as requested by Piety Hill DAR to hold the Veterans Day Wreath Laying on November 11, 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, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.
- F. Resolution to set the Public Hearing of Necessity for the road surface cape-seal treatment for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N.

Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, on Monday, August 15, 2022 at 7:30 P.M.; and

If necessity is determined on August 15, 2022, to meet on Monday, August 29, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the for the road surface cape-seal treatment for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits.

- G. Resolution to set the Public Hearing of Necessity for the replacement and improvement of Water and Sewer Laterals meeting the requirements for assessment, for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits, on Monday, August 15, 2022 at 7:30 P.M.; and

If necessity is determined on August 15, 2022, to meet on Monday, August 29, 2022 at 7:30 P.M., for the purpose of conducting the Public Hearing to Confirm the Assessment Roll for the replacement and improvement of Water and Sewer Laterals meeting the requirements for assessment, for all properties within project area on Westwood, between Raynale & Oak, Raynale, between N. Glenhurst and the west City limits, and Oak, between N. Glenhurst & the west City Limits.

- I. Resolution to approve the City of Birmingham Hardship Application and Policy.
- J. Resolution to authorize the City Manager to cast a vote, on the City's behalf, for the one (1) candidate seeking re-election to the Michigan Municipal League Workers' Compensation Fund for a four-year term, beginning October 1, 2022.
- K. Resolution to approve the award of the 2022-2023 Sidewalk Trip Elimination Services Contract #10-22 (SW) for the 2022-2023 sidewalk program repair area and emergency services, with the option for the City to extend the contract for up to two additional years for additional areas within the City at the proposed contract rates, with an initial budget of \$195,000.00 for proposed service work. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101-444.001-981.0100.
- L. Resolution to approve an Addendum to the Coordination Agreement with RH and Sachse Construction to alter Recital D, and Sections 2, 7, and 11 of the original agreement approved on April 25, 2022.

07-184-22 (Item A) Joint City Commission and Planning Board Minutes - June 20, 2022

The Mayor asked that 'said she was glad to see that' on page four be amended to 'noted'.

MOTION: Motion by Mayor Longe, MPT Boutros:
To approve the Joint City Commission and Planning Board meeting minutes of June 20, 2022.

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

Commissioner Haig

Nays, None

07-185-22 (Item H) Set a Public Hearing for a Lot Combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016, Lot T2N, R10E, SEC 36 O E SHATTUCK SUB LOTS 15, 16 & 17 & Parcel ID # 19-36-283-024, Lot T2N, R10E, SEC 36 RURAL SUB LOTS 5 TO 11 INCL, ALSO LOTS 11 & 14 OF 'O E SHATTUCK SUB'

Due to her recusal, the Mayor stepped out of the room at 7:35 p.m.

The Mayor Pro Tem assumed facilitation of the meeting at 7:35 p.m.

In reply to Commissioner Haig, ACM Ecker explained this would be considered a commercial lot combination since that is a category in the ordinance comprising anything except a single family residential lot combination.

Commissioner Haig requested that the applicant be more clear in their documentation in the future.

MOTION: Motion by Commissioner Haig, Commissioner Baller:
To set a public hearing date of August 15, 2022 to consider the proposed lot combination of 770 S. Adams and 1000 Haynes Ave, Parcel ID # 19-36-283-016 & Parcel ID # 19-36-283-024.

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

Nays, None

VI. UNFINISHED BUSINESS

None.

VII. NEW BUSINESS

The Mayor rejoined the meeting and resumed facilitation at 7:38 p.m.

07-186-22 Next Long-Term Written Agreement with BPS and Need to have City Pursue Other Alternative Sites for Next Operations

CM Markus presented the item.

Cris Braun, Executive Director of NEXT, spoke on behalf of the request.

MOTION: Motion by MPT Boutros, Commissioner McLain:

To direct the City Manager to meet with the NEXT Executive Director and Board and to assist with the study of alternative facilities and/or sites for construction of NEXT facilities that could be considered for the long term needs of the NEXT operations and services.

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

Nays, None

Code of Conduct

CA Kucharek introduced the item.

Commissioner Haig said Sec 1.1 - The Do's and Don'ts - City Commission - 'Consider & Approve' should be changed to 'Consider for Approval', because otherwise it is an imperative that the Commission approve the listed items.

Commissioner Haig also raised concerns about the fourth point under Sec. 1-2. – City Commissioner Conduct with City Staff and Boards, Committees and Commissions - City Commissioners Make the Following Commitments to Board, Committee and Commission Members. He noted that Commissioners are occasionally tasked with serving on other boards and that this language might preclude that service.

ACM Ecker noted that City ordinance tasks Commissioners with sitting on other boards and that this point refers to any attempt by a Commissioner to influence the proceedings of a board they do not sit on.

CA Kucharek said the language for the fourth point could be changed to specify the distinction described by ACM Ecker.

In reply to Commissioner McLain, CA Kucharek confirmed that the purpose of Sec. 1-3(c) is to, firstly, encourage Commissioners to avoid solicitation of opinions regarding items that is or may be before the Commission outside of Commission meetings. She said the second goal is to encourage Commissioners to report any communications with interested parties that occur outside of Commission discussions.

CM Markus added that the Commission is a joint effort, and Commissioners acting individually outside of Commission meetings should use an abundance of caution in how they communicate with the public. He cautioned Commissioners not to make promises beyond committing to relate an issue to a Staff member who may be able to address the issue.

Mayor Longe and Commissioner McLain also said the Commissioners should recommend concerned members of the public use the new GovAlert mobile application to report their concerns.

Commissioner Baller said:

- He disagreed with Sec 1.3(a)(ii) - Members Should STRIVE to - point nine. He noted that it is generally expected that legislators advocate for particular points of view, and said he was not in favor of a code of conduct that indicates such conduct is inappropriate. This also applied to Sec.

- 1-4(iii), point three;
- He would prefer a clear indication of what is considered appropriate in Sec 1.3(c)(i) instead of just directing Commissioners to 'exercise caution', which he said was too vague;
- In Sec 1.3(c)(ii), he said the expectation that a Commissioner should expose ex parte communications should be sufficient, as occurs with potential conflicts-of-interest. He said the Mayor should not be required to actively ask for disclosures;
- The language of the last sentence in Sec. 1-4(i) needed to be made grammatically correct;
- 'Dissuaded' should be replaced with an appropriate word in Sec. 1-4(ii);
- It should be clarified what kind of 'personal information' was being referred to in Sec. 1-4(iii), point two;
- Sec. 1-4(iv) - 'During a decision...' - 'Do not make...' was unlikely to be adhered to for the same reasons that Commissioners could not be expected to refrain from advocacy;
- Paragraph three of Sec. 1-5 lacked clarity about how one could make an accusation and whether the Chair of the Ethics Board would preside over and Ethics Board meeting or some other kind of meeting;
- Sec. 1-5 in general needs more clarity; and,
- Commissioners should be required by the Code of Conduct to be familiar with the Commission's Rules of Procedure, with Robert's Rules of Order, with the City Charter, and with City Ordinances. The expectation should not be expertise but familiarity and an ability to seek out some answers within the aforementioned documentation if necessary.

CM Markus commented:

- The proposed Code of Conduct focused on ex parte communications regarding quasi-judicial issues, usually pertaining to land use;
- The guidance on ex parte communications as a way to have complete transparency;
- He has seen communities use it as a technique to reduce lobbying of Commissioners outside of Commission meetings;
- Commissioners will inevitably have preconceived opinions on certain topics. Due process just means that each Commissioner will listen to all of the information provided and that each Commissioner will remain willing to change their mind on topics as appropriate; and,
- The proposed Code of Conduct came about because of some tension between certain Commissioners. While there are some refinements that could be made, he did not agree with some of Commissioner Baller's comments.

In reply to the Mayor, CA Kucharek clarified that Sec 1.3(a)(ii) - Members Should STRIVE to - point nine aims to encourage Commissioners to constrain their advocacy of topics to Commission meetings, and not to interactions with the public outside of the meetings.

The Mayor said she found the meaning of the word 'advocate' unclear.

CA Kucharek said clarifying language could be added.

Commissioner Haig said CA Kucharek's description of when advocacy is appropriate could be directly added to the Code of Conduct and used to replace some of the proposed Code's more superfluous or vague language. He said he agreed with some of Commissioner Baller's comments as well, especially regarding some of the vague language about ex parte communications.

The Mayor noted that CM Markus specified that the guidance on ex parte communication disclosures largely referred to discussions regarding land use.

Commissioner Haig explained he was concerned that narrowing it down that far would make it too specific.

Commissioner McLain said she was glad to have this conversation in public in order to continue the Commission's commitment to transparency.

Public Comment

Paul Reagan said the focus of the proposed Code was too broad, and that he did not like the proposed disclosure requirement for ex parte communications.

The Mayor said the Commission would take no action at present and the language would be returned to the Commission at a later date.

CA Kucharek confirmed.

07-187-22 City of Birmingham Policy on Public Comments During Virtual Meetings

CA Kucharek introduced the item.

The Mayor recommended that 'and address' be added after 'your name' in '1.8 Start of Comment'.

Commissioner Haig recommended that 'Zoom' be amended to 'Virtual Meeting Technology' so as not to refer to a trademark.

CA Kucharek said those changes could be made.

In reply to Commissioner Baller, CA Kucharek confirmed that said the policy aligned with the Rules of Procedure.

MOTION: Motion by Commissioner Schafer, Commissioner Host:
To accept and adopt the Policy on Public Comments during Virtual Meetings with the amendments recommended by the Mayor and Commissioner Haig.

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

Nays, None

Times of Regular Meetings of the Birmingham City Commission

CA Kucharek introduced the item.

Commissioner Baller noted that the proposed language included an end time, which would presumably require a motion to extend the meeting beyond. He proposed meeting times of 7 p.m. to 11 p.m. as a starting point for discussion.

MPT Boutros clarified that the meeting could end earlier than 11 p.m. if appropriate. He agreed that an ending time of 11 p.m. with the allowance of motions to extend would be beneficial.

The Mayor noted that the Planning Board requires motions to extend meetings in 15 minute increments past 11 p.m.

CA Kucharek said that language could be added to the proposed ordinance change if agreed upon by the Commission.

Commissioner Host said he was not in favor of adding an end time because Commission meetings are for the public's benefit.

Commissioner McLain said she was in favor of a 7 p.m. start time and open to an ending time of 11 p.m. with extensions.

Commissioner Haig said he would like to know the average end dates for the past 24 months to have a better understanding of where the 11 p.m. proposal falls in that range. He said he was amenable to a start time of 7 p.m. Regarding fiscal impact, the Commissioner floated the idea that Staff could come into work later the day after meetings as a formalized policy if Staff working late for meetings was one of the concerns.

The Mayor said Commissioner Haig's the latter comment, regarding scheduling, might be part of the City Manager's purview in terms of Staff management. She noted that an 11 p.m. end time likely was pretty close to the average end time, and said that since the Commission would be empowered to extend meetings it was likely not necessary to generate a study of the Commission end times for the past 24 months.

MPT Boutros made a motion to change the hours from 7 p.m. to 11 p.m. with the possibility of continuation in 15 minute increments as discussed. Commissioner McLain seconded. After further discussion, the motion was withdrawn by MPT Boutros and Commissioner McLain.

Commissioner Host reiterated that he was not in favor of the motion.

Commissioner Schafer said a 7:30 p.m. start time was more beneficial for her since she works full time and has young children. She said it also might be more beneficial for Commissioners in a similar position in the future.

Commissioner Baller said he was in favor of an earlier start time because his thinking was sharper before 11 p.m. He added that the Commission would likely be more efficient if they had a reason to be mindful of the time, including postponing topics when appropriate.

Commissioner Haig concurred with Commissioner Schafer. He also noted that workshops would have to be scheduled earlier if the proposed change was made.

MPT Boutros said he did not want to advance a motion on this topic that did not have unanimous support.

The Mayor thought a change to a 7:00 p.m. start time would be useful because she was often ready to begin the meeting by then, and Staff was ready to start then as well.

No action was taken on the item.

07-188-22 Police Department / City Hall Architectural Assessment and Conceptual Designs

PC Clemence and the team from Telluris presented the item.

Commissioner McLain said she was especially in favor of the confidentiality some of the updates could afford people who may be struggling. She said the more compassionate the City could be, the better it would be.

PC Clemence and the Mayor concurred.

MOTION: Motion by MPT Boutros, Commissioner Baller:
To approve an agreement with Telluris Architecture for Police Department/City Hall Assessment and Conceptual Designs for Renovations/Expansion in the amount not to exceed \$74,833.00. In addition, to approve the appropriation and amendment to the FY 2022-2023 Capital Projects Fund budget as noted below and authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account # 401.301.000.979.0000.

Commissioners Host and Haig expressed support for the project.

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

Nays, None

07-189-22 Lease of Public Property Adjacent to 35001 and 35075 Woodward

Commissioner Baller disclosed an ex parte communication between himself and Kelly Cobb. The Commissioner stated that he said he could not discuss the item with Mr. Cobb but encouraged him to attend the present meeting. He said he followed up with Mr. Cobb and said it might be helpful if Mr. Cobb added any deed restrictions to the public record. Commissioner Baller stated that he also had one conversation with Hesham Gayar early on in his tenure as a Commissioner and later made introductions between Dr. Gayar to CM Markus.

MPT Boutros stated that he had a conversation with a friend of Dr. Gayar and encouraged Dr. Gayar to meet with the City Manager.

ACM Ecker presented the item. She noted that the City has not been able to see a deed restriction on either of the referenced properties.

CA Kucharek noted that the City is not a party to any agreements between Select Commercial Assets and Hunter House Hamburgers. She concurred with ACM Ecker the appraisal did not find a covenant on the land or a deed restriction.

In reply to Commission inquiry, ACM Ecker explained:

- In her opinion there was no reason for the City or Planning Board to request the closing of Park Street when it is not in the City's master plans, and it would be very unlikely that the City could propose shutting down Park Street while providing MDOT with plans they could approve;
- Pedestrian scale details include aspects like glazing requirements and retail access on ground floors;
- Because this design brings the building street wall out to the zero lot line it is the best-case scenario for making Woodward feel smaller. She said it was also the best-case scenario for a possible road diet on Woodward for the same reason;
- The Commission could consider leasing the air rights above Park Street but that was not under discussion presently;
- The lease between the Hunter House and the City is currently on a month-to-month basis and if the City began the lease as proposed with Dr. Gayar it would terminate the lease with the Hunter House with a 30-day notice;
- The properties north of the alleyway on the other side of Park are also City property and currently not leased by any particular business; and,
- Hunter House would be able to continue operation even if the lease for their parking was terminated because they would be considered an existing non-conforming use.

In reply to Commission inquiry, CA Kucharek stated:

- The property in question is the City's land to use in the best interest of Birmingham;
- When one compares the current revenues coming in from the property and the proposed lease which would bring in over \$60,000 with a 3% annual increase for the next 100 years, the latter use is a better use of the property;
- In addition, the development would increase the City's tax base versus the present undeveloped, vacant land; and,
- The City has not discussed raising the rent on the Hunter House.

Commissioner Baller said that any party leasing the property should be paying the appraised value.

Commissioner Haig stated that charging less than the current market rate for Hunter House's use of the land for parking amounts to the City subsidizing Hunter House. He reiterated his statement from a previous meeting that he was not interested in taking action on this request until the developer and Hunter House resolves their issues. He asked if there was a way the City could help facilitate a 'win-win' scenario here.

CA Kucharek strongly advised the Commission to focus exclusively on whether they believed the ground lease being proposed should be entered into for the benefit of the City. She reiterated that the City was not a party to any agreements between Select Commercial Assets and Hunter House Hamburgers, and the City has no role in finding a 'win-win' outcome for the two private parties. She said the Commission would risk drawing the City into litigation if they attempted to be involved in the dynamic between the private parties.

In reply to Commissioner Host, ACM Ecker reiterated from her earlier presentation that there was no parking deficit for the proposed development.

Commissioner Host replied he would like the City to negotiate a better deal for the parking.

Commissioner McLain said the Commission could only advance development on this corner by making some decisions. She said doing so might force the private parties to deal with the issues between them.

MPT Boutros concurred, saying the Commission should only focus on the issue before them. He noted that the project has been reviewed by the Planning Board and Commission a number of times and undergone a number of changes to comply with City requirements. He reiterated CA Kucharek's advise and noted that Staff was advising approval of the ground lease. He said he was in favor of this development proceeding on the lot.

In reply to the Mayor, CA Kucharek said the City Clerk would make the letter from Hunter House Hamburgers' attorney, David B. Hart, part of the minutes and that no motion was necessary. CA Kucharek noted that she took exception to the fact that Mr. Hart did not supply the letter to herself, the City Manager, the Assistant City Manager, or the City Clerk.

Public Comment

Kelly Cobb, resident and owner of Hunter House Hamburgers, noted:

- The letter sent on his behalf by his attorney cited liber numbers;
- His apologies that the letter was not also sent to members of the City administration;
- That he was interested in paying the City the value of the land to continue leasing it;
- There is an alternative to the presently proposed development - that he has been working on - that would be beneficial to the Hunter House, to the developer, and to the City;
- He told the City administration that he would be interested in leasing the land in February 2021;
- That alternative would take less time than litigation would; and,
- The Commission does not need to approve this ground lease in order to encourage the parties to continue negotiations.

Mr. Reagan recommended the Commission consider requiring that the development have onsite, public parking in exchange for being able to lease public land.

Robert Weisberg, attorney for the developer, stated:

- This proposal will result in a Class A development that has already been recommended for approval by the Planning Board;
- A development will generate more revenue for the City than is currently being generated at the location and will also generate more tax revenue;
- The City has leased, for free, the adjacent lot on that corner from Mr. Gayar for at least the last six years. If the price per square foot of the property under discussion is used to price out the adjacent lot, then the City has realized about \$1.6 million in actual value from that arrangement. That should be considered as part of the Commission's decision; and,
- The development can go forward because there is no encumbrance on the ownership posed by Mr. Cobb, and any other claims are not matters before the Commission.

In response to Commissioner Baller, Kevin Biddison, architect for the project, stated he had not considered asking to build over Park Street because most municipalities are not amenable to buildings over their public streets. He said he could not speak to the feasibility of the idea. He did work with City Staff to ensure that City requirements for the project were being met.

Commissioner Schafer noted the present conversation had gotten beyond the scope of the matter before the Commission. She said she was torn because she would not be proud of a decision that would take parking away from Hunter House Hamburgers, but she was also not proud of the corner of Maple and Woodward as it currently exists. She said that while the private disagreement between the developer and the Hunter House is not before the Commission, she would still like to hear from the applicant what their intention is for Hunter House since it is a longstanding community business.

Commissioner Baller described an idea he had brought to previous City Manager Valentine that might be amenable to Hunter House, the developer, and the City.

ACM Ecker noted for the record that Hunter House Hamburgers was not designated 'historic' by any local, state, or federal designation.

The Mayor made another call for public comment.

Stuart Sherman noted that a previous Commission's response to this developer was that the issues should be resolved between the developer and Hunter House before the Commission weighed in on any related topic. He stated the previous Commission's aim was to avoid influencing the negotiations in any direction. He recommended the Commission continue that course maintaining the status quo and not advancing the ground lease tonight. He asserted that this is a self-created issue for this developer, and that if the City attempts to fix the issue for this developer than other developers will expect similar treatment from the Commission.

In reply to Commissioner Schafer, Mr. Weisberg stated that Hunter House has operated rent free for the last six years and will continue to do so until construction begins. He noted that the Commission has not been presented with all the facts of the issues between the developer and the Hunter House because it is not relevant to the Commission's deliberations. Finally, he noted that the contract between the two private parties provided for the end of Hunter House's current building, and that was agreed to by the owners of the Hunter House at the time of the contract's negotiation and signing.

The Mayor closed public comment and returned discussion to the Commission.

Commissioner Host said the Commission should use the potential lease of the public land to negotiate more parking.

MPT Boutros summarized his earlier comments and said the Commissioners needed to make a decision in the best interest of the City.

MOTION: Motion by MPT Boutros, Commissioner McLain:

To approve a Ground Lease between Select Commercial Assets Hospitality and the City of Birmingham with a 50-year term to allow Select Commercial Assets Hospitality to lease City property adjacent to 35001 and 35075 Woodward Avenue to develop the proposed 5 story mixed use building with underground parking. In addition, to authorize the Mayor and City Clerk to sign the Ground Lease on behalf of the City.

Commissioner Baller said he would not support a motion that precluded the Hunter House from using the parking lot prior to commencement of the construction.

Commissioner Host said he would not support the motion because he opined that the project provided insufficient parking.

In reply to CA Kucharek, MPT Boutros said he agreed with Commissioner Baller and would like 3.01 of the Ground Lease to be amended to specify that the lease only begins on the date that construction of the project commences.

The Mayor acknowledged the advice from ACM Ecker and CA Kucharek. She said she also believed that this decision had to be considered within the culture and fabric of the Birmingham community. She noted

that voting affirmatively would have the effect of allowing the developer to move forward to the possible detriment of the Hunter House. She noted that previous Commissions asked the two parties to come to the Commission having reached an agreement that preserves, in some way, the Hunter House as a cultural touchpoint of the City. She said she wanted to see an agreement that would make the residents, Hunter House, and the developer happy. She said approving the ground lease at this time was not likely to yield that outcome. She said she also agreed with Mr. Sherman that approving the ground lease would influence the negotiations between the two private parties. The Mayor concluded that she would prefer to maintain neutrality and therefore could not support the motion.

Commissioner Schafer said that the concerns about preserving Hunter House in some way were not sufficiently addressed. She said Commissioners could not be expected to look at this motion divorced from its broader implications. She said she would not be supporting the motion.

Public Comment

Dr. Gayar, owner of the property, stated that if the Commission did not advance the ground lease they were still influencing the negotiations. He said he has complied with all City requirements, and that the development would be small apartments like the City is looking for. He said his development would be of much greater benefit to the City than what is currently on the property. He noted that the plans for the development include a space, designated as 'retail' in the plans, for the Hunter House. He said he has tried to accommodate Mr. Cobb.

In reply to the Mayor, Mr. Weisberg stated that the plans contemplate an area of the first floor of the development that would be deeded to the Hunter House if everything else fell into place between the two parties.

CA Kucharek cautioned the Commission to use the analysis of: 'does this lease meet the best possible public interest?' If any Commissioner answers that question in the negative, she asked them to articulate their reasons for that finding clearly.

In reply to Commissioner Schafer, CA Kucharek confirmed that the development could proceed without the ground lease.

Mr. Weisberg said the development without the ground lease would provide less benefit to the City.

Mr. Cobb reiterated his willingness to pay more than \$12.42 per square foot to lease the property. He explained that the plans for the development do not allocate Hunter House enough square footage to operate because it would not meet all code and ordinance requirements. He wants to find a resolution with Dr. Gayar. Mr. Cobb requested that the Commission either vote no or table the item to allow the issues between the parties to be resolved. He noted that acting in the public interest is not just a financial consideration.

Mr. Weisberg said the size of the space allotted to Hunter House in the proposed plans was negotiated by the owners of Hunter House at the time. He said that the Commission had to show consideration to Dr. Gayar in addition to showing consideration for Hunter House.

Mr. Cobb contested Mr. Weisberg's statement that the size of the Hunter House in the proposed plans was agreed to. He asked to go back to the drawing board to try and find an outcome that would benefit all parties.

Mr. Sherman cited the length of this conversation as the reason that previous Commissions requested that an agreement between the two parties be reached before the Commission would hear further requests about the development.

Commissioner Schafer noted that if no lease of public property were proposed that the Commission would not have to be involved in this issue at all.

The Mayor reiterated CA Kucharek's direction that each Commissioner should consider in their vote whether this lease met the best possible public interest.

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

 Nays, Commissioner Haig
 Mayor Longe
 Commissioner Schafer
 Commissioner Host

The Commission took a recess at 11:15 p.m. and returned from recess at 11:20 p.m.

07-190-22 Public Hearing to amend Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.

The Mayor opened the public hearing at 11:20 p.m.

PD Dupuis presented the item.

Seeing no public comment, the Mayor closed the public hearing at 11:21 p.m.

MOTION: Motion by Commissioner Baller, Commissioner McLain:
To adopt an ordinance to amend Article 2, Sections 2.04, 2.06, 2.08 and 2.10 of the Zoning Ordinance to modify the minimum front yard setback requirement.

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

Nays, None

07-191-22 Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add language to permit accessibility ramps in the required open space.

The Mayor opened the public hearing at 11:23 p.m.

PD Dupuis presented the item.

Seeing no public comment, the Mayor closed the public hearing at 11:24 p.m.

In reply to Commissioner Baller, PD Dupuis said there was no provision for certification of need by the City because it was Staff's assumption that people would generally prefer not to have ramps in front of their homes.

CA Kucharek added that the City was not permitted to set any criteria for need. She said in her research she was confident that this ordinance is the best for the City. She said that this ordinance was necessary for the City to be in compliance with accessibility requirements.

In reply to the Mayor, CA Kucharek said she believed the need would run with the person in need and not with the home in the case of a sale.

Commissioners Baller and Schafer asked if there was a way of preventing superfluous ramps from being constructed.

CA Kucharek noted that 'accessible' clarifies what types of ramps could be constructed.

In reply to Commissioner Baller, CA Kucharek confirmed that a 'no' vote would contribute to a possible violation of the law.

In reply to Commissioner Haig, BO Johnson said the proposed language did not propose an annual renewal.

Commissioner McLain noted that these ramps are essential for some people to enter and exit their homes. She said she would be supportive of an annual renewal.

CA Kucharek asked to be allowed to take this item back, conduct a bit more research, and return with answers to the Commission's questions at the next meeting.

MOTION: Motion by MPT Boutros, Commissioner McLain:
To postpone action on this item to the next regular Commission meeting of July 25, 2022.

CA Kucharek noted that if the proposed language changes the Commission would have to notice and hold another public hearing.

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

Nays, None

07-192-22 Public Hearing for 185 N. Old Woodward – Bell Bistro (formerly Mad Hatter) – Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 11:35 p.m.

PD Dupuis presented the item.

Kelly Allen, attorney for the applicant, spoke on behalf of the applicant.

Seeing no public comment, the Mayor closed the public hearing at 11:37 p.m.

In reply to Commissioner Baller, ACM Ecker noted that the ordinance currently allows a restaurant outdoor dining within the width of its storefront. She explained that if the City wanted to allow establishments to share outdoor dining the City would have to amend the ordinance.

MOTION: Motion by MPT Boutros, Commissioner Host:
To approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 185 N. Old Woodward – Bell Bistro – and enter into a Special Land Use Permit Contract with RAM Restaurant Group, Inc. to allow for interior and exterior renovations at an existing bistro and the addition of a new outdoor dining area on public/private property on N. Old Woodward.

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

Nays, None

07-193-22 Public Hearing for 310 E Maple – Casa Perno – Special Land Use Permit Amendment, Final Site Plan & Design Review

The Mayor opened the public hearing at 11:42 p.m.

SP Cowan presented the item.

Seeing no public comment, the Mayor closed the public hearing at 11:44 p.m.

In reply to Commissioner Baller, SP Cowan summarized the Board of Zoning Appeal's rationale for granting the applicant a variance.

MOTION: Motion by MPT Boutros, Commissioner Haig:
To approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 310 E. Maple – Casa Perno – and enter into a Special Land Use Permit Contract with Nuovo Holdings, LLC to allow for an isinglass enclosure and the expansion of the outdoor dining facility.

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

Nays, None

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.

Commission Discussion On Items From Previous Meetings

VIII. REMOVED FROM CONSENT AGENDA

IX. COMMUNICATIONS

X. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint Advisory Parking Committee
 - 2. Notice of intention to appoint Board of Review
- B. Commissioner Comments

In agreement with previous comments from Commissioner Baller, Commissioner McLain said it would be beneficial for all Commissioners to visit the Michigan Municipal League's website and to review their publications on the Open Meetings Act and Robert's Rules of Order.

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

XI. ADJOURN

Mayor Longe adjourned the meeting at 11:47 p.m.

Alexandria Bingham
City Clerk



Laura Eichenhorn
City Transcriptionist

City of Birmingham

Warrant List Dated 07/13/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
286641		BDREFUND	1ST CLASS CONSTRUCTION & RENOVATION	200.00
286642	*	005430	21ST CENTURY MEDIA- MICHIGAN	1,902.75
286643	*	000855	48TH DISTRICT COURT	600.00
286644	*	000855	48TH DISTRICT COURT	300.00
286645	*	000855	48TH DISTRICT COURT	317,095.79
286646	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	7,896.00
286647		000951	ALL AMERICAN CASH REGISTER INC	220.00
286648	*	MISC	AMBER SHAYA	225.00
286649		000167	ANDERSON ECKSTEIN WESTRICK INC	5,238.00
286652		BDREFUND	B-DRY SYSTEM OF MICHIGAN INC	350.00
286654	*	004931	BIDNET	650.65
286656		BDREFUND	BIRMINGHAM SEALCOAT INC	223.75
286657		003526	BOUND TREE MEDICAL, LLC	215.80
286659		003907	CADILLAC ASPHALT, LLC	1,382.97
286660		008385	CALLAWAY GOLF	490.20
286661		BDREFUND	CAMPBELL, AMAL	100.00
286663	*	000444	CDW GOVERNMENT INC	5,105.70
286665		008243	CHARTER TOWNSHIP OF BLOOMFIELD	695.58
286666		000605	CINTAS CORPORATION	26.60
286667	*	001086	JACK TODD- PETTY CASH	299.49
286669	*	008955	COMCAST	277.96
286671	*	000627	CONSUMERS ENERGY	296.20
286673		003923	CUMMINS BRIDGEWAY LLC	121.98
286674		000233	DEAN SELLERS	1,000.97
286675		000177	DELWOOD SUPPLY	148.52
286676		009455	DEPATIE FLUID POWER GROUP	672.30
286677		009130	DOG WASTE DEPOT	652.41
286678		MISC	DYNAMIC SYSTEMS INC.	11,050.00
286679	*	007538	EGANIX, INC.	720.00
286681		003158	EXERCISE WAREHOUSE INC	4,149.00
286682	*	004574	FAIR-WAY TILE & CARPET, INC.	1,845.00
286685		007136	FERGUSON ENTERPRISES, INC.	43.37
286686		BDREFUND	FHS BIRMINGHAM LLC	100.00
286687		BDREFUND	FOLEY HOMES LLC	200.00
286688		BDREFUND	FORTUNA CONSTRUCTION	100.00
286689	*	004604	GORDON FOOD	903.16
286690		009275	GREAT LAKES COCA-COLA DISTRIBUTION	334.90
286691		007339	HIGHEST HONOR, INC	174.50
286692	*	001956	HOME DEPOT CREDIT SERVICES	5,849.03
286693		BDREFUND	HRH CONSTRUCTION LLC	2,000.00
286694	*	008457	ITALIA CONSTRUCTION INC	58,522.46
286695		000344	J.T. EXPRESS, LTD.	3,496.55

City of Birmingham
Warrant List Dated 07/13/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286696		BDREFUND	JACOBSON BROTHERS LLC	50.00
286697		BDREFUND	JACOBSON BROTHERS, LLC	250.00
286699	*	MISC	JULIE SABAGH	900.00
286700		BDREFUND	KAJBO INVESTMENTS LLC	125.00
286701		004088	KGM DISTRIBUTORS INC	281.00
286702	*	002659	CHRISTOPHER KOCH	161.88
286703		BDREFUND	LEVINE SONS INC	1,415.00
286704		BDREFUND	LEVINE & SONS INC	1,000.00
286705		006817	LEXISNEXIS RISK DATA MANAGEMENT INC	116.25
286706		BDREFUND	LIBERMAN, KIRILL	1,400.00
286707		BDREFUND	MAC CONSTRUCTION, INC.	200.00
286709		BDREFUND	MARTIN BUILDERS INC	200.00
286710		BDREFUND	MCM CONSTRUCTION	300.00
286712		BDREFUND	METAL ROOFS OF MICHIGAN LLC	100.00
286713		007765	MICHIGAN INDEPENDENT DOOR CO.	92.50
286715		BLREFUND	MICHIGAN PARKINSON FOUNDATION	166.11
286716		BDREFUND	NCS CONSTRUCTION SERVICES LLC	500.00
286718	*	009276	NEWTONS SOLUTIONS LLC	2,450.00
286719		BDREFUND	NORWOOD HOMES LTD	100.00
286720		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	200.00
286722		BDREFUND	OASIS CUSTOM POOLS AND SPAS INC	200.00
286723	*	004370	OCCUPATIONAL HEALTH CENTERS	312.00
286724	*	009478	ODP BUSINESS SOLUTIONS, LLC	195.95
286725	*	MISC	OHD USA	8,920.00
286726	*	001753	PEPSI COLA	697.50
286727		009154	POWERDMS INC	6,807.46
286728		BDREFUND	PRM CUSTOM BUILDERS LLC	1,000.00
286729		008852	REDGUARD FIRE & SECURITY INC	300.00
286730		BDREFUND	RITA E DUNKER REVOC LVNG TRUST	100.00
286732		003483	SHERWIN WILLIAMS COMPANY	116.25
286733		007142	SHERWIN-WILLIAMS COMPANY	33.19
286734		BDREFUND	SIGNAL RESTORATION SERVICES	6,100.00
286735	*	009009	SIGNATURE CLEANING LLC	5,975.47
286736		MISC	SOLOMON	4,439.00
286737	*	MISC	SOULLIERE COMPANIES	5,950.00
286739		000260	SPARTAN DISTRIBUTORS INC	1,073.34
286740		MISC	STEPHANIE JETT	130.00
286742		BDREFUND	SWARTZ, LAUREL H	100.00
286744		008697	T-MOBILE USA, INC	200.00
286745		BDREFUND	TELESCOPE PROPERTIES LLC	200.00
286746		MISC	TIFFANY HARRIS	450.00
286747	*	004379	TURNER SANITATION, INC	150.00
286748		008941	UPTOWN MARKET OF BIRMINGHAM	357.46

City of Birmingham
Warrant List Dated 07/13/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286749	*	000158	VERIZON WIRELESS	150.30
286750		006491	VILLAGE AUTOMOTIVE INC	119.90
286752	*	002996	GREG WALD	63.50
286753		BDREFUND	WALLSIDE WINDOWS	500.00
286754	*	008391	XEROX CORPORATION	2,299.37
SUBTOTAL PAPER CHECK				\$492,825.02
<u>ACH TRANSACTION</u>				
5593	*	001505	MEADOWBROOK INSURANCE GROUP	937.00
5594	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	26,913.30
5595		009126	AMAZON CAPITAL SERVICES INC	2,144.88
5595	*	009126	AMAZON CAPITAL SERVICES INC	410.16
5596		002679	ANCHOR WIPING CLOTH CO	325.00
5599	*	007345	BEVERLY HILLS ACE	4.49
5600	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	45.46
5601	*	008840	BIRMINGHAM PUBLIC SCHOOLS-TAXES	11,969.23
5602	*	008044	CLUB PROPHET	540.00
5603		002668	CONTRACTORS CLOTHING CO	494.87
5605		007684	ELITE TRAUMA CLEAN-UP INC.	70.00
5606	*	007289	BRIAN FREELS	286.95
5607	*	000592	GAYLORD BROS., INC	7.43
5608	*	000243	GRAINGER	288.11
5609	*	008851	INSIGHT INVESTMENT	5,490.55
5610		009298	JCR SUPPLY INC	1,074.04
5611	*	003458	JOE'S AUTO PARTS, INC.	133.86
5613	*	000377	MICHIGAN MUNICIPAL LEAGUE	37.00
5617		007755	NETWORK SERVICES COMPANY	2,757.67
5618	*	008843	OAKLAND COUNTY TREASURER- TAX PYMNT	24,735.48
5619	*	002767	OSCAR W. LARSON CO.	3,900.00
5621	*	008866	PRECISION CONCRETE CUTTING INC	105,810.00
5622	*	003554	RKA PETROLEUM	28,449.24
5623	*	001181	ROSE PEST SOLUTIONS	464.00
5625		000254	SOCRRA	79,395.00
5626	*	001255	TEKNICOLORS INC	108.73
5627	*	002037	TOTAL ARMORED CAR SERVICE, INC.	758.36
5628		009266	US SIGNAL COMPANY LLC	3,822.82
SUBTOTAL ACH TRANSACTION				\$301,373.63

City of Birmingham
Warrant List Dated 07/13/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$794,198.65

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 07/20/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
286755	*	009495	MAINSTREAM DRIVE LC	1,600.00
286756	*	009494	VENTUREX MUSIC	800.00
286757	*	000855	48TH DISTRICT COURT	500.00
286758		003708	AIRGAS USA, LLC	276.76
286759		000167	ANDERSON ECKSTEIN WESTRICK INC	9,666.10
286760		BDREFUND	ARK TERRA	100.00
286761	*	006759	AT&T	139.89
286762		BDREFUND	BECKETT, ROBERT A	100.00
286763		BDREFUND	BELFOR USA GROUP INC	500.00
286764		007540	BIO SYSTEMS, INC.	1,235.00
286765		BDREFUND	BIRMINGHAM SEALCOAT INC	1,710.00
286766		BDREFUND	BLOOMFIELD CONSTRUCTION CO	100.00
286767		BDREFUND	BLUMKE INSTALLATIONS	200.00
286768	*	004465	BMI	391.00
286769	*	009095	STEVEN BONORA	25.00
286770		003526	BOUND TREE MEDICAL, LLC	13.44
286771	*	006953	JACQUELYN BRITO	32.00
286772		003907	CADILLAC ASPHALT, LLC	1,125.32
286773		008385	CALLAWAY GOLF	367.00
286774		009078	CANON SOLUTIONS AMERICA INC	627.72
286775		009326	CAPFINANCIAL PARTNERS, LLC	22,500.00
286776	*	000444	CDW GOVERNMENT INC	5,188.87
286777		BDREFUND	CEDAR WORKS INC	200.00
286778		000605	CINTAS CORPORATION	164.06
286779		000605	CINTAS CORPORATION	164.06
286780	*	000605	CINTAS CORPORATION	103.06
286781		002234	CMP DISTRIBUTORS INC	1,073.85
286782	*	008955	COMCAST	182.23
286783	*	000627	CONSUMERS ENERGY	2,365.81
286784		008582	CORE & MAIN LP	2,300.00
286785	*	TAXMISC	CORELOGIC TAX SERVICE	1,469.20
286786	*	MISC	CORPORATE DEFENSE SYSTEMS	170.00
286787	*	009145	CREATIVE COLLABORATIONS	7,600.00
286788		006104	DAPHNE'S HEADCOVERS	230.59
286789		004198	DETROIT HITCH CO	93.80
286790	*	000190	DOWNRIVER REFRIGERATION	758.26
286791	*	000179	DTE ENERGY	31.92
286792	*	000180	DTE ENERGY	9,796.78
286793	*	009340	DVM UTILITIES	69,853.69
286794	*	000274	E-Z-GO DIVISION OF TEXTRON INC	3,422.56
286795		BDREFUND	EDGERLY CONSTRUCTION	100.00
286796		MISC	ELEANOR LUEDTKE	55.40

City of Birmingham
Warrant List Dated 07/20/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286797		003942	ENABLEPOINT, INC	2,999.00
286798	*	009100	ENZO WATER SERVICE	330.00
286799		001495	ETNA SUPPLY	2,350.00
286800	*	009458	MELISSA FAIRBAIRN	119.69
286801	*	000936	FEDEX	16.18
286803	*	006654	FLEETPRIDE INC	61.02
286804		BDREFUND	FLOYD'S SEWER, DRAIN AND EXCAVATING	1,000.00
286805		002532	GOLLING CHRYSLER JEEP DODGE INC	805.69
286806	*	004604	GORDON FOOD	843.75
286808		006346	HARRELL'S LLC	4,639.08
286809	*	001956	HOME DEPOT CREDIT SERVICES	713.87
286810		BDREFUND	IDEAL BUILDERS AND REMODELING INC	200.00
286816	*	009401	IRENE S WASSEL	500.00
286817	*	009497	ITCHYCOO PARK LLC	1,600.00
286818	*	009516	HOWARD JACOBS	137.59
286819	*	MISC	JAMES BURNETT	1,675.00
286820	*	007973	JB CONTRACTORS INC	53,288.85
286821	*	009249	JCC CREATIVE LLC	100.00
286822	*	003366	JOE'S ARMY NAVY	152.63
286823	*	MISC	JULIE SPADAFORÉ	900.00
286824	*	006283	K & J VENTILATION	275.00
286825		005350	KLM BIKE & FITNESS INC	79.99
286827	*	000362	KROGER COMPANY	8.68
286828		008553	L.G.K. BUILDING, INC	12,850.00
286829	*	009386	LAW OFFICE OF BRIAN P. FENECH	850.00
286830	*	009503	LAW OFFICE OF KEVIN G. PELKEY, PLLC	300.00
286831	*	009388	LAW OFFICE OF PATRICK G. GAGNIUK	600.00
286834		BDREFUND	LIVE WELL CUSTOM HOME LLC	860.16
286835	*	008417	M-1 STUDIOS LLC	23,100.00
286836		BDREFUND	MAC CONSTRUCTION, INC.	2,000.00
286837	*	007273	MAINSTREET SOUL LLC	1,600.00
286838		BDREFUND	MARANGON BUILDERS LLC	200.00
286839		BDREFUND	Maxwell Building Services, Inc	200.00
286840		000888	MCKENNA ASSOCIATES INC	30,745.50
286841	*	009043	IAN MCLAUGHLIN	463.76
286842		009445	MCSA GROUP, INC.	4,692.00
286844		BDREFUND	MICHIGAN ASPHALT PAVING	100.00
286845		003099	MICHIGAN POLICE EQUIP.	2,300.00
286846		000230	MIKE SAVOIE CHEVROLET INC	6.42
286847		BDREFUND	Millenium Homes I Inc	200.00
286848		008319	MKSK INC	11,267.30
286848	*	008319	MKSK INC	315.00
286849		007163	MOBILE HEALTH RESOURCES	2,015.87

City of Birmingham
Warrant List Dated 07/20/2022

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Check Number	Early Release	Vendor #	Vendor	Amount
286850		BDREFUND	NEST CONSTRUCTION	100.00
286851		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	300.00
286852		002853	OAKLAND COMMUNITY COLLEGE	495.00
286853	*	000477	OAKLAND COUNTY	6,718.25
286854		008250	OAKLAND COUNTY TACTICAL	250.00
286855		000919	OAKLAND COUNTY TREASURER	471,885.84
286856	*	003461	OBSERVER & ECCENTRIC	1,821.09
286857	*	004370	OCCUPATIONAL HEALTH CENTERS	248.00
286858		BDREFUND	OCD BUILDING INC	300.00
286860		008669	OHM ADVISORS INC	51,824.25
286862		BDREFUND	PELLA WINDOWS & DOORS, INC.	500.00
286863		008028	PK SAFETY SUPPLY	187.29
286864		BDREFUND	PRECISION PLUMBING INC	1,000.00
286865		008974	PREMIER PET SUPPLY	206.97
286866		BDREFUND	PRM CUSTOM BUILDERS LLC	2,000.00
286867	*	006625	PTS COMMUNICATIONS, INC	78.00
286868		002852	QMI GROUP INC	124.85
286869	*	007797	QUADIENT LEASING USA, INC.	452.97
286870	*	009397	RABAA PLLC	250.00
286871		BDREFUND	Rampertaap D. Singh	100.00
286872		002566	REYNOLDS WATER	106.00
286873		008931	RISE ABOVE FIRE TRAINING LLC	199.50
286874		BDREFUND	Rishi Rehabilitation	100.00
286875		BDREFUND	ROCK SOLID EXTERIOR	100.00
286876		005996	RON TURLEY ASSOCIATES, INC.	4,812.75
286877		000218	ROYAL OAK P.D.Q. LLC	314.81
286878		000221	RUSSELL HARDWARE COMPANY	279.00
286879		BDREFUND	SAGE, BRUCE J	100.00
286880	*	002806	SAM'S CLUB/SYNCHRONY BANK	254.72
286881		BDREFUND	SIGNAL RESTORATION SERVICES	100.00
286882	*	008073	SITEONE LANDSCAPE SUPPLY, INC	103.65
286883		MISC	SKORT OBSESSION	627.00
286884	*	009496	DONALD STROUP	1,800.00
286885		004544	STRYKER SALES CORPORATION	1,120.30
286886		007408	T-MOBILE	125.00
286887		008944	THE PRINT STOP, INC.	2,720.00
286888		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	500.00
286889	*	MISC	THORNETTA DAVIS-ANDERSON	2,500.00
286890	*	000275	TIRE WHOLESALERS CO INC	95.00
286891		BDREFUND	TRESNAK CONSTRUCTION INC	500.00
286892	*	004379	TURNER SANITATION, INC	800.00
286893	*	001279	US FIGURE SKATING ASSOC.	308.75
286894		007226	VALLEY CITY LINEN, INC	64.20

City of Birmingham

Warrant List Dated 07/20/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
286895	*	000293	VAN DYKE GAS CO.	84.27
286896	*	000158	VERIZON WIRELESS	308.16
286897	*	000158	VERIZON WIRELESS	1,281.30
286898	*	009300	VIRTRU CORPORATION	9,239.00
286899		BDREFUND	WALLSIDE INC	500.00
286901		001490	WEST SHORE FIRE INC	960.69
286902	*	009498	CARL WILK	500.00
286903	*	005794	WINDSTREAM HOLDINGS INC	1,170.93
286904		BDREFUND	WINNICK HOMES LLC	500.00
286905	*	007900	RYAN WISEMAN	80.00
286906	*	008391	XEROX CORPORATION	340.18
SUBTOTAL PAPER CHECK				\$886,233.12
<u>EFT TRANSFER</u>				
" "		009481	PREMIUM DISTRIBUTORS	735.10
" "		009471	RAVE ASSOCIATES	133.20
" "		009469	TRI-COUNTY DISTRIBUTORS	392.10
SUBTOTAL EFT TRANSFER				\$1,260.40
<u>ACH TRANSACTION</u>				
5639	*	008847	ABS- AUTOMATED BENEFIT SVCS, INC	17,682.75
5644	*	002284	ABEL ELECTRONICS INC	300.00
5645		009126	AMAZON CAPITAL SERVICES INC	3,342.67
5645	*	009126	AMAZON CAPITAL SERVICES INC	248.73
5646	*	000282	APOLLO FIRE EQUIPMENT	861.65
5647	*	009383	BATTI LAW PLLC	850.00
5648	*	000517	BEIER HOWLETT P.C.	39,609.75
5649	*	000518	BELL EQUIPMENT COMPANY	1,147.82
5650	*	007345	BEVERLY HILLS ACE	23.79
5651		006683	BIRMINGHAM LAWN MAINTENANCE, INC	117.00
5651	*	006683	BIRMINGHAM LAWN MAINTENANCE, INC	478.80
5652	*	000542	BLUE WATER INDUSTRIAL PRODUCTS INC	84.00
5653	*	008983	BRENNA SANDLES	410.50
5654	*	009396	CECILIA QUIRINDONGO BAUNSOE	250.00
5655	*	009431	CITY OF BIRMINGHAM #248	9,228.19
5656		002668	CONTRACTORS CLOTHING CO	547.80
5657		001367	CONTRACTORS CONNECTION INC	2,338.05
5658	*	000565	DORNBOS SIGN & SAFETY INC	90.25
5659	*	000995	EQUATURE	2,933.35
5660	*	007314	FLEIS AND VANDENBRINK ENG. INC	3,250.00
5661	*	007289	BRIAN FREELS	10.59
5662	*	007807	G2 CONSULTING GROUP LLC	11,791.06
5663	*	001672	HAYES PRECISION INC	53.00
5664	*	009390	IDUMESAW LAW FIRM, PLLC	300.00

City of Birmingham
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Check Number	Early Release	Vendor #	Vendor	Amount
5665	*	007870	J.C. EHRLICH CO. INC.	59.89
5666	*	000261	J.H. HART URBAN FORESTRY	17,406.06
5667		000186	JACK DOHENY COMPANIES INC	1,044.28
5668	*	002576	JAX KAR WASH	155.00
5669		009298	JCR SUPPLY INC	133.00
5670	*	003458	JOE'S AUTO PARTS, INC.	91.74
5671	*	007827	HAILEY R KASPER	129.00
5672	*	000891	KELLER THOMA	742.50
5673		004085	KONE INC	2,735.16
5673	*	004085	KONE INC	2,086.45
5674	*	009392	LAMB LEGAL CONSULTING SERVICES	1,300.00
5675	*	009385	LAW OFFICE OF MICHAEL J. DICK	1,967.00
5676	*	005550	LEE & ASSOCIATES CO., INC.	1,230.20
5678	*	009398	MARCIA C ROSS PC	585.00
5679	*	009370	MICHAEL SIMON	148.50
5680	*	009400	N.L. SMITHSON & ASSOCIATES PLLC	500.00
5682	*	009395	ORLANDO LAW PRACTICE PC	500.00
5683	*	002767	OSCAR W. LARSON CO.	452.50
5684	*	005688	PEGASUS ENTERTAINMENT INC	1,400.00
5685	*	006027	PENCHURA, LLC	240.00
5686	*	001062	QUALITY COACH COLLISION	1,627.88
5687	*	008389	R.C. SYSTEMS, INC.	3,850.00
5688		003785	SIGNS-N-DESIGNS INC	5,920.00
5689	*	000254	SOCRRA	150.00
5690		001097	SOCWA	19,709.50
5690	*	001097	SOCWA	235,477.98
5691	*	004355	SYMETRA LIFE INSURANCE COMPANY	30,085.52
5692	*	001255	TEKNICOLORS INC	68.66
5693		008711	VOLVIK USA	196.16
5694	*	007278	WHITLOCK BUSINESS SYSTEMS, INC.	1,843.05
5695	*	009402	WILKERSON LAW, PLLC	250.00
5696		009128	WITMER PUBLIC SAFETY GROUP INC	301.69
5697	*	009379	YELLOW DOOR LAW	3,750.00
SUBTOTAL ACH TRANSACTION				\$432,086.47

City of Birmingham
Warrant List Dated 07/20/2022

Meeting of 07/25/2022

Check Number	Early Release	Vendor #	Vendor	Amount
GRAND TOTAL				\$1,319,579.99

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



Mark Gerber
Finance Director/ Treasurer

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



MEMORANDUM

Planning Division

DATE: July 12th, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Set a Public Hearing for 695 W. Brown - Request to rezone parcel # 08-19-36-151-027 from R8 Attached Single-Family Residential to R2 Single-Family Residential on Watkins Street

INTRODUCTION:

The owner of the Westbrowns Condominiums located at 695 W. Brown, LB Land, LLC, is applying to rezone a portion of the subject property, parcel # 08-19-36-151-027, from R8 Attached Single-Family to R2 Single-Family Residential. Doing so will match the surrounding R2 Single-Family zone on Watkins Street to the south. The proposed zone of R2 Single-Family would permit a single family dwelling on site only – **a duplex, multi-family units, or attached single-family development would not be permitted.**

The applicant is applying to rezone the subject area from R8 Attached Single-Family Residential to the R2 Single-Family Residential zone in order to satisfy the City's lot split requirements. The lot split is a separate application from this rezoning request.

BACKGROUND:

The Westbrowns Condominium Development lot is 36,127 square feet total. The subject area for the rezoning request includes the vacant area south of the 695 W. Brown development (Westbrowns Condominiums) which has a total land area of 10,478 square feet (0.25 acres). The subject area is situated between the R8 Attached Single-Family Residential zone to the north and the R2 Single Family Residential zone to the south.

The applicant obtained site plan approval for eight single family attached residential units from Birmingham's Planning Board on February 28th, 2018. The Westbrowns Condominium Association (695 W. Brown) then submitted their Master Deed documentation to Oakland County in the fall of 2018 for the creation of new taxable IDs for each condominium.

Upon receipt of the Master Deed documentation, Oakland County created 10 parcel IDs; one for each of the eight residential units, one for the general common element area encompassing the main development area, and one for what the County calls a "balance parcel".

The "balance parcel" consists of the remaining open lot not included in the common element area of the Westbrown Condominium development area. **Because the "balance parcel" of the vacant space was not included in the general common element area, the County made it a new lot, separate from the Westbrown Condominium – which in this case created a lot division at the County level.**

Upon the creation of 10 new parcel IDs for the Westbrown Condominium Master Deed, one of which being an entirely new lot, Oakland County sent the appropriate documentation to the Birmingham City Treasurer for final approval of the new parcel IDs. **On November 20th, 2018, The City Treasurer approved the new parcel IDs submitted by Oakland County, unknowingly approving the creation of a new lot with a parcel ID# 19-36-151-027 without City Commission approval.**

This approval of a new lot by the City Treasurer did not follow proper City protocol, as Chapter 102, Article III – Division of Platted Lots of the Birmingham Code of Ordinances requires lot divisions to be considered in a public hearing with City Commission and to satisfy the standards for approval in Chapter 102, Section 102-53 of the Birmingham Code of Ordinances.

When the City discovered that the subject lot had been split, the property owner was notified that they can either follow through with the City's lot division process which requires approval from City Commission, or the City would go to Oakland County and require that the subject lot be unsplit and reappended to the Westbrown Condominium Development as one lot.

Given the two options, the applicant indicated they would like to complete the City's lot division process. **The applicant was notified that the only way to satisfy the City's lot division standards for approval is if the subject lot is rezoned to R2 - Single Family. The applicant acquiesced to follow through with the rezoning to R2 – Single Family in order to satisfy the City's lot division standards for approval.** The rezoning from R8 to R2 is what is being reviewed by the City Commission at this time.

The initial staff interpretation of the R8 Attached Single Family zone was that an R8 zoned lot could not have more than eight units total. **This interpretation was discussed during the April 27th, 2022 Planning Board meeting during the request for rezoning.** Staff indicated the applicant had maxed out the number of units on the lot, and was required to obtain a lot division in order to construct more residential units or unit. The Planning Board then recommended denial of the rezoning, believing that the applicant had maxed out the number of residential units on site.

Upon further review of the definition for Attached Single Family, it has been determined that lots zoned R8 - Attached Single Family can have more than eight residential units total on a lot. The R8 zone specifies that BUILDINGS within the R8 zone cannot have more than eight attached units, however a lot zoned R8 may have multiple buildings with up to eight attached units each.

Attached Single Family Residence for the R8 Zone is defined in Article 9, Section 9.02 as follows:

Attached Single Family Residence: A **building** that has not more than 8 one-family dwelling units erected side-by-side as a single building, each being separated from the adjoining units by walls extending from the basement floor to the roof, which meet or exceed the sound transmission class (STC) rating of 45 for residential buildings as established by the most current addition of the International Code Council's (ICC) Building Code as promulgated and published by the Building Officials and Code Administrators International, Inc. No two single-family dwelling units may be served by the same stairway or by the same exterior door of the dwelling.

The interpretation during the April 27th, 2022 Planning Board meeting that the applicant had maxed out the number of residential units on site was incorrect – the site may permit up to three additional single family attached units per the R8 zone's lot area per unit standards of the Zoning Ordinance. The corrected interpretation of the definition for Attached Single Family is deemed "new information", which led the Planning Board to hold a rehearing for the rezoning request on June 22nd, 2022.

On June 22nd, 2022, the Planning Board found that based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan documents and the development trends in the area, the Planning Board adopts the findings of fact contained in the staff report dated June 17th, 2022 and recommended **APPROVAL** to the City Commission for the rezoning of parcel #19-36-151-027 from R8 Attached Single Family to R2 Single Family Residential.

The June 22nd, 2022 Planning Board memo is attached for review of the items required by the Zoning Ordinance to be considered in a rezoning request.

It is of note that if the subject open lot does not obtain a rezoning to R2 to satisfy the City's standards for a lot division, the City must go to Oakland County and request the lot division be undone due to the fact that it has not received proper approval from the City Commission. If this occurs, the subject open lot would remain within the R8 Attached Single Family zone and be reappended to the Westbrowm Condominium development lot. The applicant would then have the opportunity to construct up to three additional attached single family homes on the subject open lot.

The applicant has indicated that they would like to build one single family home on the subject property that is contextual to the surrounding neighborhood. Therefore, the applicant would like to continue to pursue the City's requirement for a lot division which involves rezoning the subject open lot from R8 to R2-Single Family.

LEGAL REVIEW:

The City Attorney has reviewed the rezoning request and has no objections as to form and content.

FISCAL IMPACT:

The rezoning impacts the number of residential units which may be built on-site, therefore impacting the taxable value of the property.

PUBLIC COMMUNICATIONS:

As required for rezoning applications, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the June 22nd, 2022 Planning Board meeting,

and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices will be sent out to advertise the public hearing at the City Commission on August 29th, 2022.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of August 29th, 2022 to consider the rezoning application for a portion of 695 W. Brown, parcel #19-36-151-027, from R8 Attached Single Family to R2 Single Family Residential.

ATTACHMENTS:

Please find attached the following documents for your review:

- Rezoning application and letter
- Property survey
- June 22nd, 2022 Planning Board Memo
- February 28th, 2018 approved site plan for 695 W. Brown
- Relevant Minutes
- Communications with residents

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of August 29th, 2022 to consider the rezoning application for a portion of 695 W. Brown, parcel #19-36-151-027, from R8 Attached Single Family to R2 Single Family Residential.

**APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE
Birmingham, Michigan**

TO THE CITY COMMISSION:

The undersigned hereby makes application to the City Commission to:

1. Zoning Map Change:

Change premises described as:

Parcel ID No: 08-19-36-151-027 Watkins St.

No. Street
See attached plan for legal description

Legal Description
from its present zoning

classification of R-8 to R-2.

A sealed land survey showing location, size of lot and placement of building (if any) on the lot to scale must be attached.

Statements and reason for request or other data have a direct bearing on the request.

2. Change premises described as:

Parcel ID No: 08-19-36-151-027 Watkins St.

No. Street
See attached plan for legal description

Legal Description
from its present zoning

classification of R-8 to R-2.

A sealed land survey showing location, size of lot and placement of building (if any) on the lot to scale must be attached.

Statements and reasons for request or other data have a direct bearing on the request.

Signature of Applicant: Anthony P. Palleschi

Print Name: Anthony P. Palleschi

Name of Owner: LB Land, LLC

Address and Telephone Number: 5000 E Grand River Avenue, Howell MI 48843

(586) 822-0851

**APPLICATION FOR ZONING MAP OR ORDINANCE CHANGE
Birmingham, Michigan**

A letter of authority, or power of attorney, shall be attached in case the appeal is made by a person other than the actual owner of the property.

Date Received: _____ Received By: _____

Resolution No. _____ Approved/Denied _____

Application Fee: \$1,500.00 Receipt Number _____

The petitioner shall be responsible for any costs incurred by consultant, including but not limited to traffic and environmental, contracted by the city to review the proposed site plan and/or community impact study as determined by the city planner.

ZONING MAP OR ORDINANCE AMENDMENT PROCEDURE

Procedure to be followed on all applications for Zoning Map or Ordinance amendments.

1. Preliminary discussion with the Community Development Director or City Planner.
2. Formal application to City Commission with the following information:
 - a) Change requested
 - b) Signature and name of persons requesting change
 - c) Reasons for requested change
3. City Commission will refer request to the Planning Board for recommendation and final report.
4. Planning Board will hold a public hearing prior to which a notice will be published in an official paper or a paper of general circulation not less than fifteen (15) days prior to the hearing.
5. At the conclusion of a public hearing, the Planning Board will forward a recommendation of the Zoning Map or Ordinance amendment request. The City Commission may, by ordinance, change the Zoning Map or Ordinance only after the Planning Board had held at least one (1) public hearing regarding the proposed amendment and has reported to the City Commission thereon. The City Commission may hold additional public hearings as it deems necessary.
6. Upon the presentation of protest petition meeting the requirements listed below, an amendment to the Zoning Map or Ordinance which is the object of the petition shall be passed only by a three-fourths (3/4) vote of the City Commission. The protest petition shall be presented to the City Commission before final action on the amendment, and shall be signed by one (1) of the following:
 - a) The owners of at least twenty percent (20%) of the area of land included in the proposed change.
 - b) The owners of at least twenty percent (20%) of the area of the land included within an area extending outward one hundred (100) feet from any point on the boundary of the land included in the proposed change.

For the purpose of calculating the twenty percent (20%) requirement, publicly-owned land shall be excluded.

7. The City Commission will then take action on the application upon review of the Planning Board’s recommendation and approved minutes of the Public Hearing.
8. Following adoption of a Zoning Map or Ordinance change by the City Commission, one (1) notice of adoption shall be published in the newspaper of general circulation in the City within fifteen (15) days after adoption.

LB Land LLC

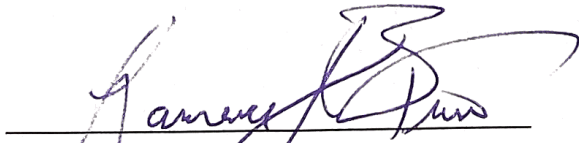
5000 E GRAND RIVER AVE, HOWELL, MI 48843

February 14, 2022

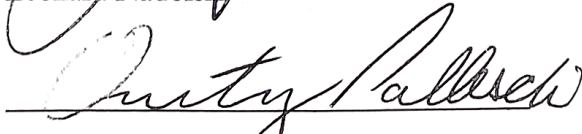
I, Anthony Palleschi, on behalf of LB Land LLC, request the rezoning of the parcel in question (Tax ID No. 19-36-151-027) from R8 to R2 as to fulfill the requirements for a lot split, per conversations with City Planner Brooks Cowan. LB Land LLC intends to build a single-family home of approximately 4,500 sqft (consistent with neighborhood; see attached zoning map). A rezone to R2 is consistent with existing adjacent single-family homes (see attached zoning map). The property has been zoned for multifamily since 1937, but the 1980 Master Plan recommends it be single-family residential.

The existing zoning classification of R8 is no longer appropriate given intention is to build a single-family home separate from the recently constructed townhouses (Westbrown Condominiums). The property in question is currently vacant and maintained by LB Land LLC.

LB Land LLC has performed extensive due diligence to ensure that the requested rezone will be of no detriment to the surrounding properties and is consistent in aesthetic and scale with adjacent single-family homes. LB Land LLC has contracted the services of local Birmingham architecture firm, Brian Neeper Architecture P.C. to design a home that is appropriate for the lot and surrounding areas. LB Land LLC is working with a landscape architect to maximize green space and privacy for all neighboring properties.

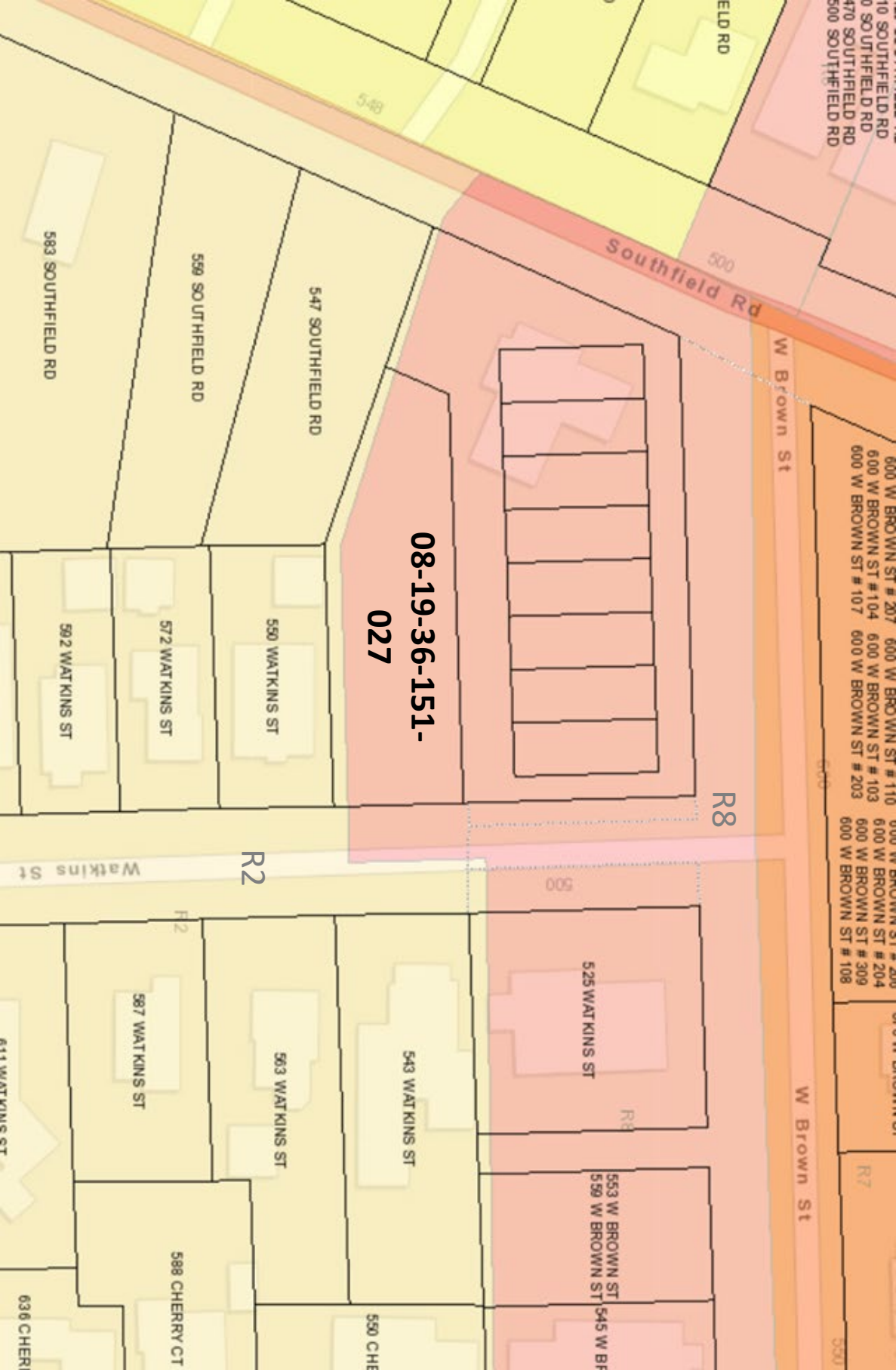


Lawrence J. Burr

Leonard Nadolski

Anthony P. Palleschi

- Proposed Build**
Lot: 10,507 sqft.
Home: 4,500 sqft.
- 550 Watkins**
Lot: 6,098 sqft.
Home: 3,900 sqft.
- 587 Watkins**
Lot: 7,449 sqft.
Home: 3,905 sqft.



LB Land LLC

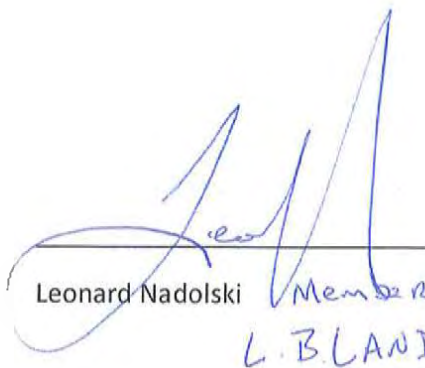
5000 E GRAND RIVER AVE, HOWELL, MI 48843

To whom it may concern:

I, Leonard Nadolski, hereby authorize Anthony P. Palleschi to represent publicly and make decisions on behalf of LB Land LLC in matters regarding land ownership, development, zoning, etc. in Birmingham, MI. Please extend him the same courtesies as if I were handling the matters myself. I ensure you my full consent with regards to this authorization.

This authorization is effective January 24, 2022 until further notice.

If you have questions regarding this matter, please contact me at (810) 577-7156, or lnadolski@champion-chev.com.


Leonard Nadolski Member Date
L.B. LAND.

June 17, 2022

To: Birmingham Planning Board

From: Anthony Palleschi, LB Land LLC

Subject: Rezoning Application for Remaining Parcel on Watkins

I'd like to make a case for why a rezone to R2 for the Watkins lot is the best solution for all interested parties. Before I do so, I'll provide a brief history of the property in question.

9.27.2017 Preliminary Site Review

- Architect Chris Longe, on behalf of LB Land LLC, shares the redevelopment plan for future site of the Westbrown. At the time, the property contained a surface parking lot and wellness center zoned R8. The 8-unit townhouse development is confirmed to be a permitted use of the land as it is zoned. The vacant parcel is addressed at length and the architect of the project clarifies that the proposed 8-unit development meets all open space requirements and setbacks [without the southern parcel in question](#).
- The original lot is 36,137 ft². The minimum lot area per unit is 3,000 ft², so the lot could accommodate up to 12 units in total. A single-family house is permitted in R8 provided it follows R3 zoning standards, but the remaining parcel does not meet the R8 width requirements. The remaining parcel is 10,478 ft² with a width at the street of 59 ft. The average width of R2 lots on Watkins is 56 ft.

2.28.2018 Westbrown Townhouses Planning Board Final Site Plan & Design Review

- Architect Chris Longe explained the intention for the parcel was a single-family home to serve as a buffer between the Westbrown condominiums and the single-family homes to the south. The site in question is identified as a staging area for the construction of the Westbrown as to limit congestion and disturbances. LB Land LLC has [maintained the vacant land which is grass](#). LB Land spent several thousand dollars on arborvitaes for the east of the parcel at the request of a neighbor on Southfield Road. [Final Site plan analysis](#).
- LB Land LLC receives Planning Board approval for the Westbrown development. A condition of the approval relevant to the vacant lot in question reads:
 - 7. Regarding the open land to the south of the site, the land to be used for staging, that the land be restored per ordinance (until such time as the other development comes forward) with a landscape plan to be administratively approved. This condition would be maintained until, at a date yet to be determined, the owner brings a proposed development for that site.

1.27.21 Pre-Application Discussion for Additional Development (note: Not LB Land LLC)

- Individuals under contract to purchase the property from LB Land LLC present a preliminary idea for two additional residences to the Planning Board. Proposed duplex ~3,000-4,000 ft² each unit with separate driveways on north and south of property. Almost no greenspace is visible on the presented plan.
- Jana Ecker confirms that the parcel in question [was not part of the final site plan approval for the original 8 units \(1:44:00\)](#). Several members of the Board recollect that LB Land LLC

had previously intended for the vacant land to be developed as a single-family home. Buyers back out of agreement with LB Land LLC upon expiration of due diligence period.

Sometime during the creation of individual property identification codes for the Westbrown condo units, the vacant lot was split by the county and subsequently approved—albeit accidentally—by the City of Birmingham. Parcel Code: 08-19-36-151-027.

5.4.21 Memorandum from Birmingham Planning Department

- Brooks Cowan and Jana Ecker author a memorandum to Chris Brocavich, a representative of LB Land LLC. The subject is the unintentional lot split that did not receive approval of the City Commission. The memorandum outlines four scenarios for how to rectify the administrative issues, one of which carries the recommendation of the Planning Division.
- Scenario 1: The applicant rezones the subject parcel to R2 prior to finalizing the lot split. Doing so would satisfy the requirements for a lot split. The property has been zoned for multi-family since 1937, however the 1980 Master Plan recommends it be single-family residential. **This is the process the Planning Division recommends and the applicant has been provided with the rezoning application.**

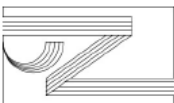
A rezone to R2 is the most appropriate route for meeting the needs of the neighbors and the City of Birmingham. We hear the concerns of the neighbors and we want to limit traffic and maximize green space in the area. If the parcel retains its current R8 zoning, then we would be limited to building two additional units and exercising our right per the Westbrown Condominium Master Deed to have the new building/buildings added to the association. This would entail at least one new driveway, if not two, and would imply more vehicles utilizing Watkins. We have been told on multiple occasions that no one wants to see more condos built. Construction of a single-family home could provide ample parking, more greenspace, and greater privacy for all. We have prepared a sketch for the home that we intend to build, which as promised, draws on characteristics of both the R2 single-family homes to the south and the Westbrown.

PRELIMINARY SITE STUDY A

Watkins

Birmingham, Michigan

BRIAN NEPPER
ARCHITECTURE P.C.
BRIANNEPPER.COM
248.259.1784





WATKINS ELEVATION CONCEPT
Watkins Development

Birmingham, Michigan

BRIAN NEEPER
ARCHITECTURE P.C.
BRIANNEEPER.COM
248. 259. 1784





MEMORANDUM

Planning Division

DATE: June 17th, 2022

TO: Planning Board

FROM: Brooks Cowan, Senior Planner

APPROVED: Nick Dupuis, Planning Director

SUBJECT: Request to Rezone Parcel # 08-19-36-151-027 from R8 Attached Single-Family Residential to R2 Single-Family Residential Zone on Watkins Street (Updates to Prior Memo in Blue)

The subject site includes the vacant lot on the west side of Watkins Street, south of the 695 W. Brown townhome development (Westbrown Condominiums). The subject property has a total land area of 10,507 square feet (0.25 acres). The property is situated between the R8 Attached Single-Family Residential development at 695 W Brown to the north and the R2 Single Family Residential home at 550 Watkins to the south.

The applicant, LB Land, LLC, is applying to rezone the subject property from R8 Attached Single-Family to R2 Single-Family Residential to match the surrounding R2 Single-Family zone on Watkins Street to the south. The proposed zone of R2 Single-Family would permit a single family dwelling on site only – **a duplex, multi-family units, or attached single-family development would not be permitted.**

The Westbrown Condominium Association (695 W. Brown) submitted their Master Deed documentation to Oakland County in the fall of 2018 after obtaining site plan approval for eight single family attached residential units from Birmingham's Planning Board on February 21st, 2018. Upon receipt of the documentation, Oakland County created 10 parcel IDs; one for each of the eight residential units, one for the general common element area encompassing the main development area, and one for what the County calls a "balance parcel".

The "balance parcel" consists of the remaining open lot not included in the common element area of the Westbrown Condominium. Because the "balance parcel" of the remaining open lot was not

included in the general common element area, the County made it a new lot separate from the Westbrown Condominium – which in this case created a lot division at the County level.

Upon the creation of 10 new parcel IDs for the Westbrown Condominium Master Deed, one of which being an entirely new lot, Oakland County sent the appropriate documentation to the Birmingham City Treasurer for final approval of the new parcel IDs. On November 20th, 2018, The City Treasurer approved the new parcel IDs submitted by Oakland County, unknowingly approving the creation of a new lot with a parcel ID# 19-36-151-027 without City Commission approval. This approval of a new lot did not follow proper City protocol, as Chapter 102, Article III – Division of Platted Lots of the Birmingham Code of Ordinances requires lot divisions to be considered in a public hearing with City Commission and to satisfy the standards for approval in Chapter 102, Section 102-53 of the Birmingham Code of Ordinances.

When the City discovered that the subject lot had been split, the property owner was notified that they can either follow through with the City's lot division process which requires approval from City Commission, or the City would go to Oakland County and request that the subject lot be unsplit and reappended to the Westbrown Condominium Development as one lot.

Given the two options, the applicant indicated they would like to complete the City's lot division process. **The applicant was notified that the only way to satisfy the City's lot division standards for approval is if the subject lot is rezoned to R2 - Single Family. The applicant acquiesced to follow through with the rezoning to R2 – Single Family in order to satisfy the City's lot division standards for approval.** The rezoning from R8 to R2 is what is being reviewed by the Planning Board and City Commission at this time.

The initial staff interpretation of the R8 Attached Single Family zone was that an R8 zoned lot could not have more than eight units total. **This interpretation was discussed during the April 27th, 2022 Planning Board meeting during the request for rezoning.** Staff indicated the applicant had maxed out the number of units on the lot, and was required to obtain a lot division in order to construct more residential units or unit. The Planning Board then recommended denial of the rezoning, believing that the applicant had maxed out the number of residential units on site.

Upon further review of the definition for Attached Single Family, it has been determined that lots zoned R8 - Attached Single Family can have more than eight residential units total on a lot. The R8 zone specifies that BUILDINGS within the R8 zone cannot have more than eight attached units, however a lot zoned R8 may have multiple buildings with up to eight attached units each. Attached Single Family Residence for the R8 Zone is defined in Article 9, Section 9.02 as follows:

A building that has not more than 8 one-family dwelling units erected side-by-side as a single building, each being separated from the adjoining units by walls extending from the basement floor to the roof, which meet or exceed the sound transmission class (STC) rating of 45 for residential buildings as established by the most current addition of the International Code Council's (ICC) Building Code as promulgated and published by the Building Officials

and Code Administrators International, Inc. No two single-family dwelling units may be served by the same stairway or by the same exterior door of the dwelling.

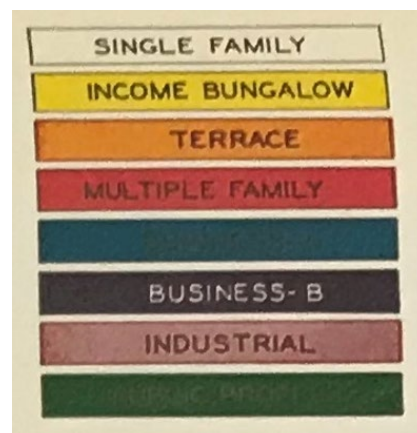
The interpretation during the April 27th, 2022 Planning Board meeting that the applicant had maxed out the number of residential units on site was incorrect – the site may permit up to three additional single family attached units, given the R8 zone’s lot area per unit standards of the Zoning Ordinance. The corrected interpretation of the definition for Attached Single Family is deemed “new information” which is why the City Commission has sent the rezoning application back to the Planning Board for a public hearing scheduled for June 22nd, 2022.

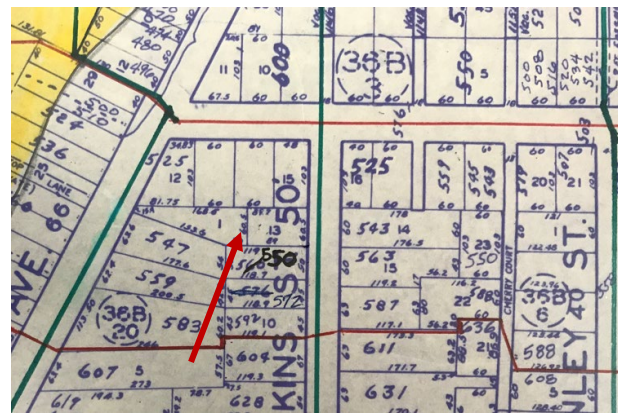
It is of note that if the subject open lot does not obtain a rezoning to R2 to satisfy the City’s standards for a lot division, The City will go to Oakland County and request the lot division be undone due to the fact that it has not received proper approval from City Commission. If this occurs, the subject open lot would remain within the R8 Attached Single Family zone and be reappended to the Westbrowne Condominium development lot. The applicant would then have the opportunity to construct up to three additional attached single family homes on the subject open lot.

The applicant has indicated that they would like to build one single family home on the subject property that is contextual to the surrounding neighborhood. Therefore, the applicant would like to continue to pursue the City’s requirement for a lot division which involves rezoning the subject open lot from R8 to R2-Single Family.

History of Property

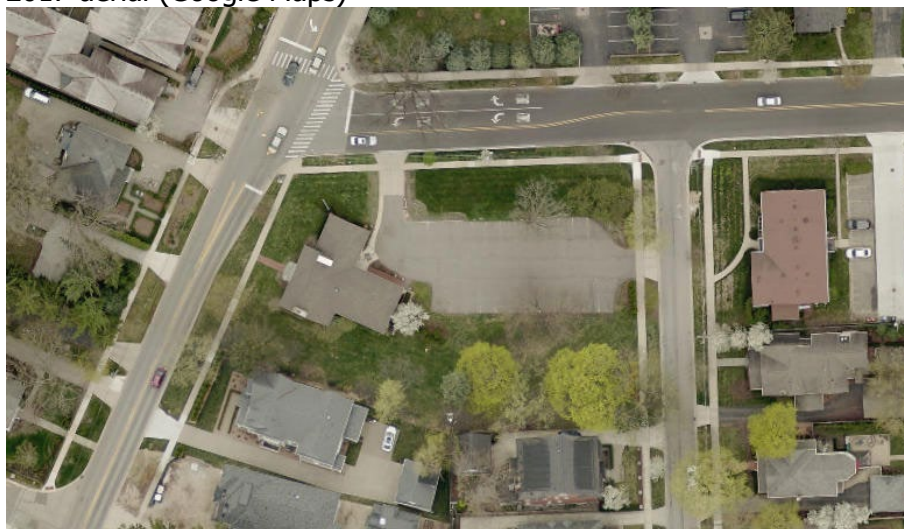
The subject property has been zoned multi-family since Birmingham’s first Zoning Ordinance as indicated in the 1937 Zoning Map. The original plat map from 1932 shows that the subject area spanned from Watkins Street to Southfield Road and was included in the Multiple Family zone with the adjacent properties facing Brown Street. **The subject area was the only non-Brown Street facing lot that was included in the Multiple Family zone on the south side of Brown street between Southfield and Henrietta.**





Prior to the Westbrow Development, there was a medical office with a large parking lot and greenspace in the area.

2017 aerial (Google Maps)



2012 Streetview (Google Maps)



On February 21st, 2018, the property now know as 695 W. Brown (formerly 525 Southfield) was approved for 8 attached single-family units facing Brown Street between Southfield Road and Watkins Street. **According to the Planning Board minutes from February 21st, 2018, the applicant explained how the intended use for the space under consideration for rezoning would be a single-family home that will be contextual with the townhomes and the neighborhood.** Condition of site plan approval item #7 for the Westbrown Condominium development stated the following (Minutes are attached):

Regarding the open land to the south of the site, the land to be used for staging, that the land be restored per ordinance (until such time as the other development comes forward) with a landscape plan to be administratively approved. This condition would be maintained until, at a date yet to be determined, the owner brings a proposed development for that site.

On May 24th, 2021, the property owner appeared before City Commission to request a lot split for the subject property under the current zone of R8. Birmingham's lot split ordinance standards for approval states that the proposed lot may not be less than the average lot width of properties on the same street in the same zone. The only other R8 property on Watkins Street (525 Watkins) has a lot width of 106 feet, therefore the proposed lot width of 58 feet would not satisfy the lot split requirements because the proposal would be less than the 106 feet standard from 525 Watkins.

City staff's recommended action was to cancel the public hearing for the lot split and direct the applicant to seek a rezoning of the property to R2 Single-Family in order to satisfy the lot split requirements. City Commission concurred with staff's recommendation and motioned to direct the applicant to pursue a rezoning of the subject property to R2-Single Family Zone in order to meet the lot split requirements of the municipal code (minutes attached).

Requirements for Rezoning

The requirements for a request for the rezoning of a property are set forth in Article 07, section 7.02 of the Zoning Ordinance as follows:

Each application for an amendment to change the zoning classification of a particular property shall include statements addressing the following:

- 1. An explanation of why the rezoning is necessary for the preservation and enjoyment of the rights of usage commonly associated with property ownership.**

Applicant response:

- A rezone to R2 is consistent with adjacent single-family homes (see attached zoning map). The property has been zoned for multi-family since 1937, but the 1980 Master Plan recommends it be single-family residential.

- 2. An explanation of why the existing zoning classification is no longer appropriate**

Applicant response:

- The existing zoning classification of R8 is no longer appropriate given intention is to build a single family home separate from the recently constructed townhouses (Westbrown Condominiums). The property in question is currently vacant and maintained by LB Land LLC.

3. An explanation of why the proposed rezoning will not be detrimental to the surrounding properties.

Applicant response:

- LB Land LLC has performed extensive due diligence to ensure that the requested rezone will be of no detriment to the surrounding properties and is consistent in aesthetic and scale with adjacent single-family homes. LB Land LLC has contracted the services of local Birmingham architecture firm, Brian Neeper Architecture P.C. to design a home that is appropriate for the lot and surrounding areas. LB Land LLC is working with a landscape architect to maximize green space and privacy for all neighboring properties.

Article 7, section 7.02 of the Zoning Ordinance further states:

Applications for amendments that are intended to change the zoning classification of a particular property shall be accompanied by a plot plan. Information required on plot plans shall be as follows:

1. Applicant's name, address and telephone number.
2. Scale, north point, and dates of submission and revisions.
3. Zoning classification of petitioner's parcel and all abutting parcels.
4. Existing lot lines, building lines, structures, parking areas, driveways, and other improvements on the site and within 100 feet of the site.
5. Existing use of the property.
6. Dimensions, centerlines and right-of-way widths of all abutting streets and alleys.
7. Location of existing drainage courses, floodplains, lakes, streams, and wood lots.
8. All existing easements.
9. Location of existing sanitary systems and or septic systems.
10. Location and size of existing water mains, well sites and building service.
11. Identification and seal of architect, engineer, land surveyor, or landscape architect who prepared the plans. If any of the items listed above are not applicable to a particular plot plan, the applicant must specify in the plot plan which items do not apply and, furthermore, why the items are not applicable.

A land survey was provided by the applicant with the required details and is attached to this report.

Planning Division Analysis & Findings

In accordance with Article 7 of the Zoning Ordinance, the Planning Board is required to conduct a public hearing on an application for rezoning, and to make a recommendation on the rezoning to the City Commission. Article 7, section 7.02(B)(5) of the Zoning Ordinance states:

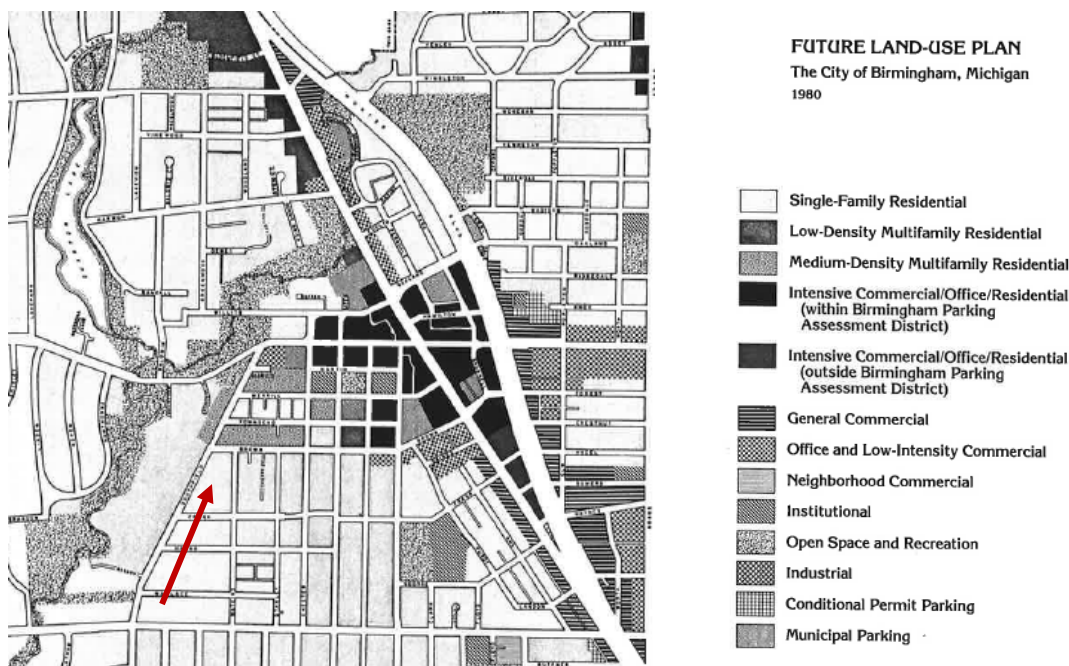
The Planning Board shall make written findings of fact and transmit same, together with its recommendation, to the City Commission. The City Commission may hold additional hearings if the City Commission considers it necessary. The Planning Board shall make findings based on the evidence presented to it with respect to the following matters:

- a. The objectives of the City's then current master plan and the City's 2016 Plan.
- b. Existing uses of property within the general area of the property in question.
- c. Zoning classification of property within the general area of the property in question.
- d. The suitability of the property in question to the uses permitted under the existing zoning classification.
- e. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

Accordingly, the Planning Division has reviewed the evidence presented with respect to the matters listed in Article 7, section 7.02(B)(5) of the Zoning Ordinance as noted below.

A. The objectives of the City's then current master plan and the City's 2016 Plan

The Birmingham Plan (1980) is the master plan currently in effect for the entire city. The 1980 Future Land Use Plan recommends the subject property to be a single-family residential use. The 1980 Plan also recommends single family use on the south side of Brown Street from Southfield Road to Henrietta Street.



The 1980 Birmingham Plan has a chapter titled "Sensitive Residential Areas" which identifies the subject property within the "Merrill-Townsend-Brown Residential Area" and states:

The City of Birmingham contains no declining neighborhoods. In fact, many of the older residential areas of the city have experienced dramatic reinvigoration due to the substantial improvements made by private homeowners. However, there are certain residential areas of the city which merit special attention from the Planning Board and the city administration in to ensure continued preservation and enhancement of residential quality (pg. 47).

The section titled "Single-Family Residential Development" states:

Most areas indicated for single family-residential development are already built-up. New residential development can occur on the few remaining vacant lots located within these areas.

...

Single-family residential development is indicated in the Future Land-Use Plan for some areas in which two-family and multiple-family residential development has occurred in the past. These areas are indicated as single-family residential areas because it is the intention of the plan to prevent further proliferation of two-family and multiple-family residential development within them (pg. 94).

The objective of the City's current Master Plan for the subject area appears to support the applicant's request to rezone the property to R2 Single-Family Residential given the recommendations of the Future Land Use Map and the Single Family Residential Development chapter.

B. Existing uses of property within the general area of the property in question

The building to the north of the subject site is the Westbrowne Condominium development with 8 townhomes. Further to the north across Brown Street is a five story multi-family apartment complex next to a single family house at 576 Brown Street. Brown Street appears to have a mix of townhomes, multi-family, and single family homes.

The property directly to the east of the site include a single family home at 543 Watkins Street. Northeast of the property is an apartment complex at 525 Watkins. The properties to the west of the subject site includes a parking lot for the Westbrowne Condominium development and a single-family residential house facing Southfield. Further across Southfield Road to the west are a mix of townhomes, single family homes, and single family cluster developments.

The properties to the south are single family residential homes facing Watkins Street or Southfield Road. There is a Single Family Cluster Development half a block south along

Southfield Road. Single family clusters are only permitted on lots 36,000 square feet or more.

	North	South	East	West
Existing Land Use	Attached Single-Family	Single Family Residential	Single Family Residential	Attached Single-Family
Existing Zoning	R8, Attached Single Family	R2, Single Family Residential	R2, Single Family Residential	R8, Attached Single Family
Overlay Zoning	N/A	N/A	N/A	N/A

C. Zoning classification of property within the general area of the property in question.

The building immediately north of the subject site is zoned R-8 Attached Single Family. The north side of Brown Street from Southfield Road to S. Chester Street is zoned R7 Multiple-Family Residential.

Properties directly to the east are zoned R2 Single Family and transition to R3 Single Family one block east at Stanley Drive. West of the property is R8 Attached Single Family and R2 Single Family Residential. Across Southfield road to the west is R1 Single Family with single family cluster developments.

The properties to the south on Watkins Street are all zoned R2 Single Family.

D. The suitability of the property in question to the uses permitted under the existing zoning classification.

Under the current zoning of R8 Attached Single Family, the applicant could build up to three attached single family residential units in the subject space. The area under review is 10,507 square feet, and the minimum lot area per unit for the R8 zone is 3,000 square feet, thereby enabling up three additional units. The R8 zone does not have an open space requirement.

The suitability of the property in question for development under the existing R8 standards is dependent on their ability to obtain a lot split. If the applicant does not obtain a rezoning to R2 – Single Family in order to satisfy the City’s lot division standards, the City will require Oakland County to re-append the subject area to the Westbrowm Condominium as one lot, thereby enabling the applicant to construct up to three additional single family attached units.

E. The trend of development in the general area of the property in question, including any changes which have taken place in the zoning classification.

Recent development in the general area has consisted of the Westbrowm Condominium development. The development trend in the surrounding area has been townhome updates along Brown Street and Southfield Road. Properties to the south have mostly experienced single family home construction and remodeling. Single family cluster developments have also occurred along Southfield Road.

Based on a review of the rezoning application and supporting documentation submitted by the applicant, a review of the applicable master plan documents, current zoning and recent development trends in the area, the Planning Division finds that the applicant meets the established Zoning Ordinance requirements in Article 7, section 7.02(B)(5) to qualify for a rezoning of the property from R8 Attached Single Family to R2 Single Family.

Departmental Reports

1. Engineering Division – The Engineering Department has no concerns with the rezoning at this time.
2. Department of Public Services – The Department of Public Services has no concerns with the rezoning at this time.
3. Fire Department – The Fire Department has no concerns with the rezoning at this time.
4. Police Department – The Police Department has no concerns with the rezoning application.
5. Building Department – The Building Department has no concerns with the rezoning application at this time.
6. Parking Management – Parking Management has no concerns with the rezoning application at this time.

Sample motions with attached conditions have been provided in the event that the Planning Board deems it appropriate to send a recommendation of approval forward to the City Commission.

Suggested Action:

Based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan documents and the development trends in the area, the Planning Board adopts the findings of fact contained in the staff report dated April 22nd, 2022 and recommends **APPROVAL** to the City Commission for the rezoning of parcel #19-36-151-027 from R8 Attached Single Family to R2 Single Family Residential.

OR

Based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan documents and the development trends in the area, the Planning Board recommends **DENIAL** to the City Commission of the applicant's request

for the rezoning of parcel #19-36-151-027 from R8 Attached Single Family to R2 Single Family Residential.

1. _____
2. _____
3. _____

OR

Motion to recommend **POSTPONEMENT** of the applicant's request for the rezoning for the rezoning of parcel #19-36-151-027 from R8 Attached Single Family to R2 Single Family Residential, pending receipt and review of the following information:

1. _____
2. _____
3. _____

Southfield / Brown
525 Southfield Road
Birmingham, Michigan 48009

Westbrowm Condominium Approved Site Plan - 02.28.2018

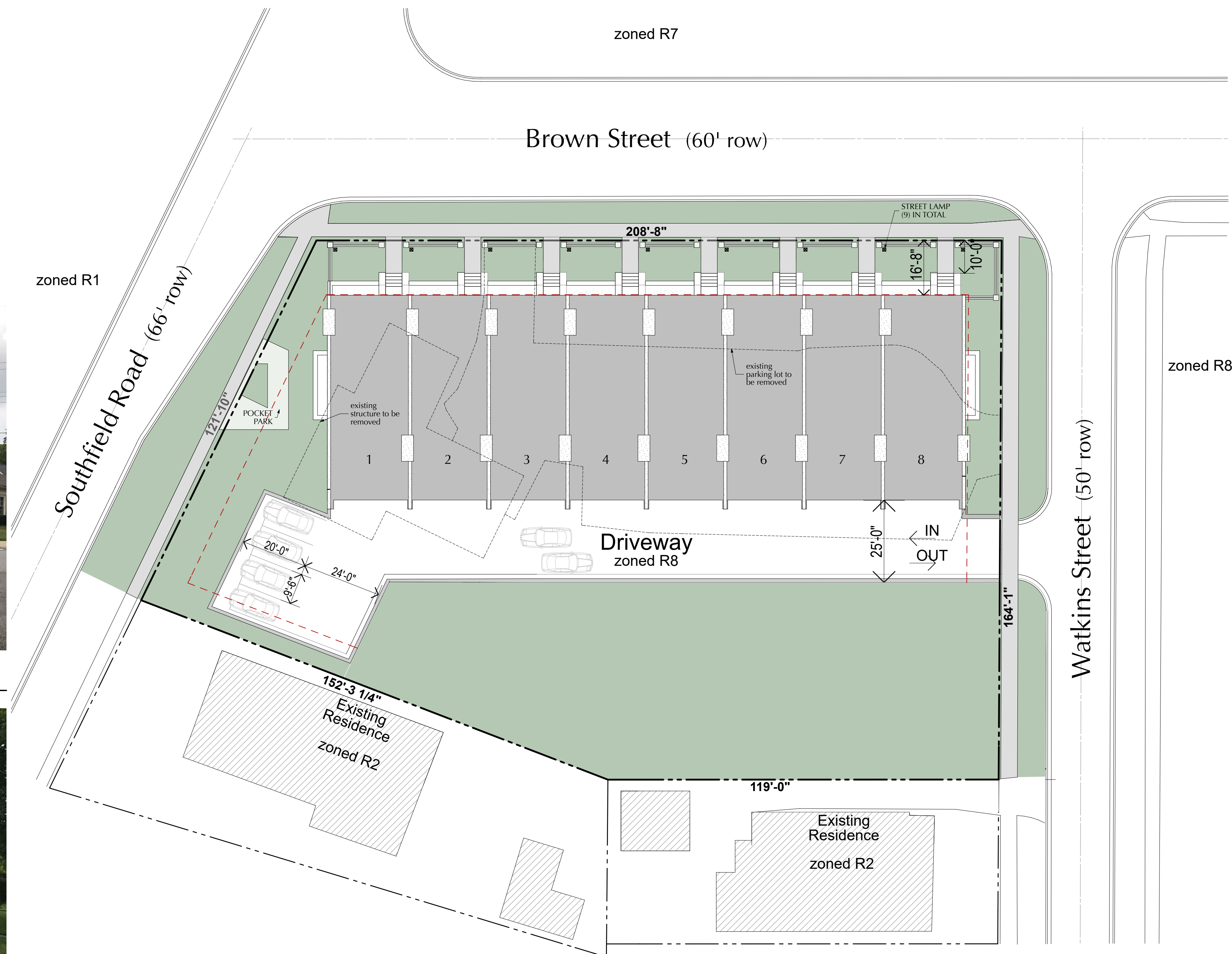
Site Data		required	proposed
1.	Site Area (existing)	36,127.02 sf	
2.	Lot Area/unit (minimum)	3,000sf/unit	
	36,127.02sf/ 3,000sf =	12 units	
3.	Front Yard Setback (average within 200')	16.50'	8 units 16.67'
4.	Rear Yard Setback	20'	20'
5.	Side Yard Setback (R8 corner)	10'-0"	10.0'
6.	Building Height	30'-0"	30.0'
7.	Stories	2.5	2.5
8.	Parking	2cars/unit	2cars/unit
9.	Screenwall (retaining)	6' masonry	6' masonry
10.	Private open space (Terrace)	180 sf	180 sf



Southfield looking East



Southfield looking North



Site Plan

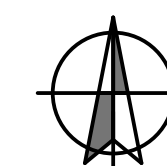
SCALE: 1" = 20'



Brown looking West



Watkins looking South



CHRISTOPHER J. LONGE AIA
ARCHITECTURE
INTERIORS
124 Peabody, Birmingham, Michigan 48009 248.258.6940

12/06/2017

D.1

**CITY OF BIRMINGHAM
REGULAR MEETING OF THE PLANNING BOARD
WEDNESDAY, FEBRUARY 28, 2018
City Commission Room
151 Martin Street, Birmingham, Michigan**

Minutes of the regular meeting of the City of Birmingham Planning Board held on February 28, 2018. Chairman Scott Clein convened the meeting at 7:30 p.m.

Present: Chairman Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Vice-Chairperson Gillian Lazar, Janelle Whipple-Boyce, Bryan Williams; Student Representatives Madison Dominato, Sam Fogel, Ellie McElroy

Also Present: Alternate Board Member Nasseem Ramin

Absent: Alternate Board Member Daniel Share

Administration: Matthew Baka, Sr. Planner
Jana Ecker, Planning Director
Carole Salutes, Recording Secretary

02-25-18

FINAL SITE PLAN AND DESIGN REVIEW

1. 525 Southfield Rd. (former Wellness Center)

Final Site Plan and Design Review of request to demolish existing building and replace with eight-unit attached single-family residences

Mr. Baka reported that the subject site is a 0.829 acre parcel confined by Southfield Rd. to the west, Brown St. to the north, and Watkins St. to the east in the R-8 Zoning District. The existing parcel currently contains a wellness center and parking lot. The applicant is proposing to demolish the existing building and parking lot to construct eight new attached single-family residential units that are proposed to be erected side by side in a single building facing Brown St. Each residential unit has its own stairway and individual front door that leads directly into each unit. The applicant appeared before the Planning Board on September 27, 2017 for Preliminary Site Plan Review and was approved with five conditions.

The applicant has updated the plans to reflect the request for a landscaping and photometric plan, and added four additional parking spaces, but has failed to include specification sheets for all of the screenwalls. A rooftop plan is not needed, as all mechanicals are proposed to be located within the attic of each unit. The applicant has also revised the east and west sides of the building to show more interest, adding numerous windows, some decorative features, and a base constructed of a different material.

The applicant must add one street tree to the Southfield Rd. or Watkins St. frontage, bringing the total number of street trees to twelve, or obtain a waiver from the Staff Arborist.

The Building Official has determined that the enclosed outdoor terraces on the back of each unit comply with the open space requirement of 180 sq. ft./unit mandated in Article 4, section 4.34 OS-05 of the Zoning Ordinance.

Design Review

The applicant is proposing to create eight units, each with a different façade facing Brown St. The units are comprised of varied high quality building materials with different and tasteful colors. The materials used include brick, limestone, painted wood trim, stucco, copper flashing, and painted metal features. The applicant has not submitted specifications on where the material will be sourced from, or what the exact colors will be. The applicant must submit

specifications on the materials used for the construction of the building to complete the Design Review.

The applicant is proposing a total of 52 new light fixtures at various locations on the property.

Mr. Williams received confirmation from Mr. Baka that the entire site is zoned R-8, including the parcel to the south. Permitted uses on that vacant land to the south are R-8 and R-3 single-family. Anything that happens on that portion of the property would have to return for site plan review.

Mr. Chris Longe, Architect, came forward to represent the applicant. He stated they will meet all of the ordinance requirements. As a result of discussion last time, they have added four guest parking spaces on the west/southwest side of the driveway. A brick wall with limestone cap traces the whole perimeter of the townhome development.

Mr. Boyle asked what the land to the south would look like in four years. Mr. Longe replied that what has been left vacant is a 10,000 sq. ft. site. The intent is to propose a single-family home that will be contextual with the townhomes and with the neighborhood. He explained for Mr. Boyle that it will be a staging area during construction for the townhomes. He will be back before the board in the next couple of weeks with a house design for that parcel. Until the house is constructed the site will be stabilized with grass.

Chairman Clein opened discussion from the audience at 8 p.m.

Mr. Alan Kaplan, 600 W. Brown St., was concerned the construction workers would park in their lot in Piety Hill Place. His other concern was there are only four extra spaces for this project. Therefore, visitors will also park in their lot and he feels that more excess parking is needed.

Ms. Colleen LeGoff, 543 Watkins St., wanted the green space returned after staging is completed until a house is built.

Mr. Paul Gozolo, 550 Watkins St., received confirmation there will not be accessible parking along his street because Watkins St. has residential permit parking. He questioned why the development needs to open up onto Watkins St. rather than onto Southfield Rd. Regarding the lot to the south, he asked that "single-family" be written into the agreement if it is approved. Lastly, he noted there are large, hundred year-old trees on the lot and it will not remain the same as it is now.

Mr. Baka explained the parking provided exceeds ordinance requirements by four spaces.

Mr. Longe stated that it is not feasible to enter the development off of Southfield Rd. that close to the corner. Also, entering off of Brown St. destroys the composition.

It was discussed that cars could be parallel parked along the wall that surrounds the complex when there is a need. There is 25 ft. between the garages and the wall.

Chairman Clein noted for Mr. Gozolo that the Planning Board does not have legal authority to put contract zoning in place to mandate single-family residential use for the southern lot.

Mr. Jeffares remembered that the former use on this site was a pediatric office. They probably had more people in and out in one day than this complex will have in a month.

Mr. Williams announced he would look askance at any attached single-family development going in on the south parcel.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Jeffares to recommend APROVAL of the Final Site Plan and Design Review for 525 Southfield Rd. subject to the following conditions:

- 1. The applicant submit a specification sheet for the parking area screening wall for administrative approval to ensure that the screening is complementary to the building, uses proper materials, and meets the required dimensions;**
- 2. The applicant add one street tree to the Southfield Rd. or Watkins St. frontage, bringing the total number of street trees to 12, or obtain a waiver from the Staff Arborist;**
- 3. The applicant submit a revised photometric plan showing luminance levels no greater than 1.5 maintained foot candles at the northern property line;**
- 4. The applicant must submit specifications on the materials used in the construction of the building facade to complete the design review;**
- 5. The applicant must address the concerns of City Departments; and**
- 6. The Planning Board approves the use of cut-off fixtures as proposed.**

Amended by Mr. Boyle and accepted:

7. Regarding the open land to the south of the site, the land to be used for staging, that the land be restored per ordinance (until such time as the other development comes forward) with a landscape plan to be administratively approved. This condition would be maintained until, at a date yet to be determined, the owner brings a proposed development for that site.

Motion carried, 7-0.

The Chairman called for public comments on the motion at 8:12 p.m.

Mr. Gozolo showed the board a picture of one of the mature trees on the property.

Mr. Koseck thought this is a great project. It has quality design, it has variety, it anchors the corner, and he feels that it fits that street.

ROLLCALL VOTE

Yeas: Whipple-Boyce, Jeffares, Boyle, Clein, Koseck, Lazar, Williams

Nays: None

Absent: None

Birmingham City Commission Minutes

May 24, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/547775342/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

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

Absent: None

05-147-21 Public Hearing - 695 W. Brown Street – Lot Split

The Mayor opened the public hearing at 8:12 p.m.

Mayor Pro Tem Longe notified the Commission she would be recusing herself from the item because her spouse was involved in the original project from which this property was asking to be split.

City Planner Cowan presented the item.

In reply to Commissioner Sherman, Planning Director Ecker said she could provide the Commission with information about the previous development proposals regarding this lot.

Commissioner Sherman said he would rather have that information before making a decision on this item. He said he recalled there being previous disagreements between the neighbors and the developer regarding this parcel.

Christopher Brokovich, applicant, said that when he had previously proposed a development adjacent to 685 W. Brown the proposal left 685 W. Brown itself undesignated. Subsequently, he proposed to build two more townhouses on 685 W. Brown, which the neighbors were not in favor of. As a result, Mr. Brokovich chose to put 685 W. Brown on the market.

Public Comment

Guy Simons reviewed the contents of his letter to the Commission.

In reply to Mr. Simons, PD Ecker said she could provide the interpretation of the side setback that was used to build the eight units adjacent to 685 W. Brown.

Thomas Saracino indicated he was interested in purchasing the lot if it was split within R-8 and advocated for the split.

Michael Talansky, neighbor of 695 W. Brown Street, expressed concern about the lot split proposal.

Andrew Haig expressed skepticism that adequate parking could be provided on the lots in question given the City's lot coverage ordinances and the average turning radiuses of vehicles.

In reply to Mr. Haig, CP Cowan stated that even with the lot split the eight adjacent units would still meet the minimum area-per-unit required for all units in R-8.

Mr. Reagan said the Central Birmingham Residents' Association has historically not been in favor of new multi-family residences being built on Watkins.

Maria Van Hees, neighbor of 685 W. Brown, said she and her family had purchased a nearby home with an understanding that there would be a single family home built on 685 W. Brown.

Wendy Zebrowski concurred with Commissioner Sherman's recollection and agreed that previous minutes regarding this parcel should be reviewed for clarity. She stated that in general the neighbors want this parcel to be zoned for a single family home.

Mr. Bloom said that if plans could be developed that were amenable to the neighbors, he was supportive of Mr. Saracino doing the work. He attested to Mr. Saracino's integrity and other building work in Birmingham.

Commissioner Host concurred with Commissioner Sherman's request for previous records regarding this parcel. He said the neighbors' preferences should take precedence since they live there. He also said it was an issue that the final site plan approved by the Planning Board for this parcel was subsequently changed.

The Mayor closed the public hearing at 9:06 p.m.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To direct the applicant to pursue a rezoning of the subject property to R2-Single Family Zone in order to meet the lot split requirements of the municipal code.

Commissioner Sherman commented the Commission took a similar stance regarding a proposal for the former Franklin Bank and Mountain King properties.

Commissioner Host said he concurred with the comments of Mr. Simons and Mr. Reagan.

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

City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, April 27, 2022
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on April 27, 2022.
Chair Scott Clein convened the meeting at 7:30 p.m.

A. Roll Call

Present: Chair Scott Clein (left at 9:40 p.m.); Board Members Robin Boyle, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Student Representatives MacKinzie Clein, Andrew Fuller

Absent: Board Member Stuart Jeffares; Alternate Board Members Jason Emerine, Nasseem Ramin

Administration:

Nick Dupuis, Planning Director
Leah Blizinski, City Planner
Brooks Cowan, Senior Planner
Laura Eichenhorn, City Transcriptionist

B. Minutes

Mr. Share asked that more information be included about the concerns prompting the side yard a/c unit ordinance revision. He said he recalled the aim was to permit homeowners with existing side yard a/c units to repair broken units without having to go through a months-long process to do so.

Chair Clein said that CP Blizinski had provided an explanation of what the proposed ordinance changes would address that should be minuted.

The Chair recommended that the minutes be tabled until more detail could be added to those two aspects of the side yard a/c unit discussion.

C. Chair's Comments

Chair Clein welcomed everyone to the meeting and reviewed the meeting's procedures.

D. Review Of The Agenda

E. Unfinished Business

None.

F. Rezoning Applications

1. Watkins/Brown Property (No address, Parcel Identification Number: 1936151027) – Request to rezone property from R8 to R2

SP Cowan presented the item.

In reply to Mr. Share, SP Cowan said that R8 allows for the construction of a single-family residence. This particular lot cannot be split, however, so the only way to build on it would be a rezoning to R2.

The Chair emphasized for the public that the Board was constrained to making its recommendation based solely on the five criteria set forth in Article 7, section 7.02(B)(5). He said that while the public may have a number of other valid concerns, those concerns were not part of the Board's present purview.

Mr. Williams noted this project was previously before the Board. He said to his recollection, there was at least one previous proposal for multi-family residences on this site which was not approved. He stated that the neighbors on Watkins had objected to this parcel being developed as R8 at the time, and that the objection by the neighbors was extensive. He said that when the site plan was first brought before the Board, development of this parcel was to be limited to single-family residential development.

At the direction of the Chair, SP Cowan twice read aloud the five criteria set forth in Article 7, section 7.02(B)(5) for both the Board's and public's clarification.

The Chair then invited public comment.

Public Comment

Brian Gordon, resident of W. Brown, said the appropriate time to consider a lot split for this parcel was before the development commenced. He said that the developer has since maxed out the lot and was seeking a lot split and rezoning to develop further, which Mr. Gordon said he found disingenuous.

Michael Tyranski, resident of Watkins, said he concurred with Mr. Gordon. He continued that adding another residence would exacerbate already-difficult traffic conditions on Watkins, would deflate the values of the nearby brownstones, and would hurt the character and integrity of the neighborhood. Mr. Tyranski said the neighbors were willing to work with the developer and the City to offer market price to purchase the parcel in question.

The Chair noted the Board's receipt of a letter from Mr. Tyranski and an email from Maria VanHees both in opposition to the rezoning. He asked for a motion to receive and file the communications.

04-99-22

Motion by Mr. Williams

Seconded by Ms. Whipple-Boyce to receive and file the letter from Mr. Tyranski and the email from Maria VanHees.

Motion carried, 6-0.

VOICE VOTE

Yeas: Share, Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: None

A resident of Watkins reiterated that neighbors in the area were offering to buy the lot, which he said would be the most mutually agreeable outcome for the developer, the neighborhood, and the City.

The Chair clarified that the City could not participate in any discussions about a potential private purchase agreement between the neighbors and the developer.

The resident said he believed that the neighbors' potential purchase of the parcel would benefit the City as well. He said the City should consider the perspective of its residents, that the homeowners' association should be able to veto the rezoning, and that there is an issue with traffic congestion on Watkins.

Seeing no further public comment, the Chair invited comment from the applicant.

Anthony Palleschi was present on behalf of LB Land.

In reply to Mr. Palleschi, SP Cowan confirmed that when applicant previously applied for a lot split, Staff's recommendation had been for the applicant to postpone the lot split and to pursue a rezoning to R2 first.

The Chair then returned discussion to the Board.

Ms. Whipple-Boyce noted that when this parcel was before the Commission on May 24, 2021, the applicant was advised that a lot split would be required in order to add further multi-family residences. She said she wanted to clarify that information was just a factual statement of what would be required for further multi-family residences, not a recommendation to do so.

Chair Clein said it was a useful clarification.

Mr. Share asked whether the Board should consider the three questions set forth in Article 07, section 7.02 of the Zoning Ordinance in addition to the five criteria set forth in Article 7, section 7.02(B)(5) in making its recommendations on this matter.

Chair Clein said the Board has always taken the three questions to inform its discussion of a rezoning request. He said that while the three questions and five criteria are not identical, they are related and do inform his vote on a recommendation.

Mr. Share said:

- It was true that the applicant had a piece of property that could not be developed as currently zoned;

- It was also true that in considering the map, the neighborhood, the existing uses of the property, the suitability of the property and the trend of development in the area, this parcel is more suited for single-family residential than multi-family residential;
- The difficulty was whether to look at this land as part of the existing condominiums or on its own;
- Whether the land should be separated from the condominium was not before the Board, and was not within the Board's control;
- The Board had always been led to believe that single-family residential would be developed on this parcel, except for one proposal for a duplex;
- From a land use perspective, R2 is a more appropriate zoning than R8;
- He was inclined to believe that the neighbors' concerns about traffic, usage, and intensity would be more appropriately addressed as part of a discussion on a lot split; and,
- He was struggling with how to proceed for these reasons.

Mr. Williams said:

- While the developer had initially proposed single-family residential for this parcel, the developer proceeded to develop it according to the allowances of R8;
- Before the original development started, the developer could have requested a rezoning of this parcel to R2 from the Board but did not;
- Attempting to do so now was 'backwards';
- He raises the issue of the original development because from the inception of the project this parcel was envisioned as an R2 development;
- He was troubled by question three, since the proposed rezoning would be detrimental to many of the surrounding properties; and,
- The developer's failure to reserve this parcel for future development was a mistake.

Mr. Boyle said:

- The developer previously told the Board that a landscape architect would redesign this parcel, which has not been done;
- Every residential, suburban scheme in the country has odd-shaped lots, which often become valuable open space;
- This parcel is no different, and could become a public space to serve the neighborhood. While this is not a comment on R2 versus R8, in terms of long-term use it should be considered for active development in the public interest to enliven the area; and,
- He did not think the parcel was appropriate for a single-family residence.

In reply to Ms. Whipple-Boyce, SP Cowan explained why this lot could not be split into two R8 lots.

Chair Clein said:

- The matter presently before the Board was one of land use, and not one of a potential lot split;
- The map view indicates that the property should be rezoned to R2, while the more practical view indicates that the lot was developed as one site and now the developer wants to try and squeeze more development in because the lot was not developed properly the first time; and,
- He did not know that it was the Board's responsibility to help fix mistakes.

Mr. Koseck said the Board reviewed this lot as a total piece, and that the review likely considered the design based on the context of the entire lot.

Mr. Palleschi said the original survey provided for 525 W. Brown had single-family residential sketched on the lot in question. He said the developer had made its intent to build single-family residential on this plot from day one.

In response, Mr. Boyle said the Board pressed the applicant's architect and the developer to describe how they would intend to built the single-family residential. He said the applicant's team declined.

Chair Clein and Mr. Williams concurred with Mr. Boyle's recollection.

Chair Clein said:

- He believed, ever so slightly, that it was more appropriate for the property to retain its R8 designation;
- Rezoning would be detrimental to a portion of the neighborhood;
- Retaining the current designation does not prevent the owner from enjoying the rights of usage. The applicant retains the rights of usage, and in fact determined on their own how they would develop the lot;
- While the City's Master Plan and the existing zoning in the area is a compelling argument, the suitability of the current zoning of the property was not proven to be inappropriate;
- Consequently, he would recommend denial of the rezoning.

04-100-22

Motion by Mr. Williams

Seconded by Mr. Boyle that based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan documents and the development trends in the area, the Planning Board recommends denial to the City Commission of the applicant's request for the rezoning of parcel #19-36-151-027 from R8 Attached Single Family to R2 Single Family Residential.

Mr. Share said he leaned just slightly in favor of the proposed rezoning to R2. He said that a rezoning would be appropriate when solely considering this as a matter of land use. Consequently, in sticking to the parameters set forth in the zoning ordinance, he would vote no on the motion. Mr. Share continued, however, that his vote did not mean that he necessarily thought a single-family residence on the lot would be appropriate. He said he would not want the Commission thinking this was anything but an exceedingly close case. He said he would not want anyone, including the Commission, thinking that he would necessarily recommend a lot split to enable construction on the site. Mr. Share stated that a number of compelling reasons were given for why developing this property into a single-family residence would not be the right thing to do.

Mr. Boyle said that two members of the Board referred to this matter as an issue of land use. He specified that it was not just a matter of land use, but of future land use

of the area. He said this is a planning matter, and not just a zoning matter. Mr. Boyle continued that the case was made by a number of residents and by the Board in the past that the section of the parcel in question should have considered the parcel as a whole. He contended that an appropriate land use for this section of the parcel now would be some form of organized open space.

Motion carried, 5-1.

ROLL CALL VOTE

Yeas: Boyle, Koseck, Whipple-Boyce, Williams, Clein

Nays: Share



Nick Dupuis
Planning Director



Laura Eichenhorn
City Transcriptionist

City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, June 22, 2022
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on June 22, 2022.
Chair Scott Clein convened the meeting at 7:30 p.m.

A. Roll Call

Present: Chair Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine, Nasseem Ramin; Student Representatives MacKinzie Clein, Andrew Fuller

Absent: None

Administration:

Nick Dupuis, Planning Director
Leah Blizinski, City Planner
Rebekah Craft, Baldwin Library Director
Brooks Cowan, Senior Planner
Laura Eichenhorn, City Transcriptionist

F. Rezoning Applications

1. Watkins/Brown Property (No address, Parcel Identification Number: 1936151027) – Request to rezone property from R8 to R2.

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

SP Cowan presented the item and answered informational questions from the Board.

06-130-22

Motion by Mr. Williams

Seconded by Mr. Share to receive and file a letter dated June 14, 2022 from Martin F. McGough M.D. and Colleen McGough and an email dated June 20, 2022 from Gerald Seizert and Maragaret Overton. Both correspondences requested that the Board deny the request for rezoning.

Motion carried, 7-0

VOICE VOTE

Yeas: Share, Clein, Jeffares, Boyle, Whipple-Boyce, Williams, Koseck

Nays: None

Rick Rattner, attorney, spoke on behalf of the request.

Public Comment

Brian Gordon, resident of W. Brown, said he believed the applicant was facing a self-created issue and that it was not the responsibility of the City to resolve that for the applicant. He said there were other options for development available to the applicant without the need for rezoning, including joining the parcel to the W. Brown condominium association. He asked the Board to vote no on the rezoning request.

Gerald Seizert, resident of W. Brown, asked the Board to vote no on the rezoning request. He said that some language in the master deed conflicted with the planned developments. He noted that he and other nearby residents have offered to compensate the developer to turn the area into a greenspace instead.

Guy Simons, resident of Watkins, said that the wall did not comply with the zoning ordinance's requirements for the side setback of a corner lot. He noted the developer was encouraged at past Board meetings to work with the neighbors. Mr. Simons said those engagements were unproductive. If the Board approves the lot split, Mr. Simons asked that strict conditions regarding safety be attached, including issues of traffic and parking.

Anita Regalato, resident of Watkins, concurred with Messrs. Seizert and Simons.

Mr. Seizert and Ms. Regalato also commented that the wall on the property was tall enough to dangerously obscure drivers' views of pedestrians.

Seeing no further public comment, the Chair closed the public hearing at 8:50 p.m. and returned the conversation to the Board for deliberation.

Mr. Share clarified the task before the Board, noting that the master deed, comments about perceived integrity of the property owner, or comments about setbacks were not pertinent to the present considerations. Mr. Share continued:

- This piece was likely zoned R8 because when it was first zoned it was done so as a 35,000 sq. ft. parcel that fronted on Southfield and Brown, and not as a series of smaller parcels;
- This property should be zoned R2, not R8. He said it fits the criteria of the zoning and lines up with the housing on Watkins whereas R8 does not;
- While a greenspace may be better from his perspective, that was not presently before the Board;
- This is not a recommendation for the Commission to grant the lot split and also gives no indication as to whether the Board would approve a single family residence on the site if the lot were split;
- The Board almost always attaches conditions to site plans; and,
- He was mindful and sympathetic to the residents' concerns about the wall and the fabric of the neighborhood but saw conformity with the rezoning criteria.

The Chair concurred with Mr. Share's comments about the matter before the Board. He also clarified that only the Commission could decide on a rezoning; the Board just makes a

recommendation on the matter. The Commission is also the only body that can add conditions to a rezoning in Birmingham.

The Chair then reiterated that a recommendation on the rezoning was presently before the Board, and not a question of the lot split.

Mr. Williams concurred.

Mr. Williams said:

- The developer expressed plans to build a single family residence on this site from the first time the item was before the Board;
- The neighbors expressed support of that proposal in 2018, and cited a letter from the McGoughs in November 2018 to that effect as an example;
- The neighbors' original stance was not relevant to the question of rezoning but was relevant to the tone of some of the neighbors' comments; and,
- The neighbors' opinions may have changed in part due to their perception of the developer's actions.

Mr. Boyle said:

- Item E from the findings of fact list allows the Board to determine whether the proposed rezoning would be the proper use of the land;
- The developer brought proposals for the whole site, the Board asked to see what would happen to the site at the rear, and the present proposal was not what was proposed;
- Instead, the developer chose to build what now stands, with a piece of property left at the rear;
- This is not unusual, and those undeveloped pieces often become very important for the neighborhood; and,
- He would like to see a way forward that does not necessarily result in a property being built on this lot.

The Chair said:

- Rezoning requests are one of the most difficult tasks that appears before the Board;
- Given the new information provided, the developer would be able to put in two to three more units on the site by right depending on whether one goes by the master deed or the zoning ordinance;
- If the present developer does not add the additional units, whichever developer purchases the parcel from the present developer will;
- This rezoning, consequently, seems like the least detrimental option for the neighborhood; and,
- He therefore would support a rezoning to R2 since he believes that the situation satisfies all five of the criteria for rezoning.

06-131-22

Motion by Mr. Share

Seconded by Mr. Williams based on a review of the rezoning request and supporting documentation submitted by the applicant, a review of the applicable master plan

documents and the development trends in the area, to adopt the findings of fact contained in the staff report dated June 17, 2022 and to recommend approval to the City Commission for the rezoning of parcel #19-36- 151-027 from R8 Attached Single Family to R2 Single Family Residential.

Mr. Share noted that he updated the date in the motion to June 17, 2022 from April 22, 2022 to reference the most recent Staff report.

Public Comment

Ken Barrett, resident of Watkins, said residents' perspectives on this proposed rezoning changed based on interactions with the developer. He reiterated that there were offers from residents on W. Brown to compensate the developer for the parcel in order to maintain the greenspace. He asked the developer to work with the neighbors in good faith.

Motion carried, 6-1

ROLL CALL VOTE

Yeas: Share, Clein, Jeffares, Whipple-Boyce, Williams, Koseck

Nays: Boyle

Nick Dupuis
Planning Director



Laura Eichenhorn
City Transcriptionist

Mike Tyranski
550 Watkins St.
Birmingham MI
48009

To the Birmingham Planning Board:

I live at the residence directly next door to the vacant lot #19361511027. I have lived here for two years and like many of the new residents at the Westbrowns Condo's, along with long time residents of Watkins, it has now become very apparent to us that there is too much congestion where Watkins meets Brown.

Watkins is a narrow street and two way traffic is an impossibility when cars are parked on the end of our street. This is a constant problem for residence of the street as well as the apartments on the NE corner that lack sufficient parking space. Added into the daily congestion are the larger but usually temporarily parked trucks of USPS, UPS, DWS, Amazon, Etc. The new residents of the Brownstones attempting to simultaneously come and go because their driveway is on Watkins has additionally added to the chaos. On more occasions than I can count I have had to reverse course onto Brown in order for the opposing car to pass or just re-route because there are multiple vehicles backed up and it is untenable. This is an unacceptable situation and please excuse the slang but it's a shit show. I just don't know how to describe it better. The street is too narrow to accommodate a situation bursting at the seams at this corner. It is apparent there is too much packed into one area. Between the brownstones and the apartments there are 16 households on the corner, that's 32 vehicles. I do not believe I can find another corner like this in town on such a narrow residential street.

It would be greatly appreciated any action to split or re-zone said lot in order to add another residence into this crowded area be carefully re-evaluated by this board before any action is taken or denied.

With that said the Brownstone residents and myself are sympathetic to the developer and are attempting to come up with a win-win and extremely popular idea amongst the residents of the neighborhood. Above parties are willing to give the developer a fair market offer for the lot and make it a greenspace.

We were hopeful the developer would accommodate this idea given he has developed this project and would be interested in keeping the residents that purchased their Brownstones happy along with their significant investments protected.

This has been challenging and we have been frustrated with their callous disregard to the greenspace concept which obviously protects the integrity of the resident's investments in the Brownstones as well as the city's tax base on these homes. We are acting in good faith to preserve and protect the character of our neighborhood, the investment in our homes along with give them a fair market value for the lot. **Their behavior has categorically been the opposite in regard to this lot,** which has had deceptive complications from the very beginning by their own doing. They aren't residents and aren't at all sensitive to the long term effects we will have to live with on a daily basis once they are gone.

This development has been going on for so long so I think it's important to add some historical content to their behavior. Years ago, the residents of Watkins had amazing foresight into this situation. They

successfully thwarted several deceitful attempts to build a few more townhomes on the lot with their grass roots Bait and Switch campaign. I also believe many of you witnessed firsthand the developer's consistent and duplicitous behavior regarding this lot on our last ZOOM call with the city and our commissioners at a hearing in the fall of 2019. They once again foolishly and arrogantly attempted to sell the lot as R8 to an unsuspecting buyer on the call! Needless to say the commissioners shot it down immediately. The unsuspected buyer, having been misled, was demonstrably annoyed at the developers but was consequently gracious and apologetic to the residence and stated he had no intention to deceive anyone or damage his reputation as a builder. It was a really poor reflection on the developer but certainly gave us more insight on the type of people we are dealing with.

The pattern is clear and the developer is attempting to do something on the margin with this lot that simply does not work and should have never been supported in any way by the city given the congestion it was going to cause on such a narrow street.

In summary your residents both in the new Brownstones and on Watkins have displayed tremendous foresight and patience given the extraordinary circumstances of the last few years and thus length of time this development has consumed. We are and continue to be the best analyst and advocates regarding this project and the neighborhoods integrity which protects and strengthens your tax base.

The city has maximized the space and added 8 new premium homes with the commensurate tax proceeds in perpetuity. Adding one more residence given the above will deflate the Brownstones values, increase an already over populated corner, and hurt the integrity and character of the street.

That result will be: Nobody wins who lives here or governs here.

Respectfully submitted,

Mike Tyranski



Nicholas Dupuis <ndupuis@bhamgov.org>

Greenspace by Townhomes on Brown

2 messages

Maria VanHees <mariav1607@gmail.com>
To: ndupuis@bhamgov.org

Wed, Apr 27, 2022 at 1:29 PM

Nicholas,

We are homeowners who border the greenspace behind the townhomes. We live at 547 Southfield and lived through dust, noise and a little rudeness during the building process of the maximum number of townhomes that could be built and as high as they could go. We are now hopeful that little space in between our home and the townhomes can be better developed as greenspace. We were sold on trees and a "parklike setting" behind the townhomes that never materialized. As we cannot attend the hearing, please note our vote to keep this area as greenspace. The town needs more of these spaces especially where so many townhomes border a single home community.

Thank you,

Robert and Maria VanHees

Nicholas Dupuis <ndupuis@bhamgov.org>
To: Maria VanHees <mariav1607@gmail.com>
Cc: Brooks Cowan <bcowan@bhamgov.org>

Wed, Apr 27, 2022 at 1:47 PM

Thank you for your comments.

This email will be entered into the record and shared with the Planning Board this evening.

[Quoted text hidden]

--

Nicholas J. Dupuis

Planning Director

Email: ndupuis@bhamgov.org

Office: 248-530-1856

Social: [Linkedin](#)

Important Note to Residents

Let's connect! Join the Citywide Email System to receive important City updates and critical information specific to your neighborhood at www.bhamgov.org/citywideemail.



June 17, 2022

Re: 695 W. Brown Street and Watkins Lot Split and Rezoning

Mrs. Colleen McGough,

The following information is in regards to your inquiry about the lot division for the open lot at 695 W. Brown Street and Watkins Avenue.

The Westbrowne Condominium Association submitted their Master Deed documentation to Oakland County in the fall of 2018 after obtaining site plan approval for eight single family attached residential units from Birmingham's Planning Board on February 21st, 2018. Upon receipt of the documentation, Oakland County created 10 parcel IDs; one for each of the eight residential units, one for the general common element area encompassing the main development area, and one for what the County calls a "balance parcel".

The "balance parcel" consists of the remaining open lot not included in the common element area of the Westbrowne Condominium. Because the "balance parcel" of the remaining open lot was not included in the general common element area, the County made it a new lot separate from the Westbrowne Condominium – which in this case created a lot division at the County level.

Upon the creation of 10 new parcel IDs for the Westbrowne Condominium Master Deed, one of which being an entirely new lot, Oakland County sent the appropriate documentation to the Birmingham City Treasurer for final approval of the new parcel IDs. On November 20th, 2018, The City Treasurer approved the new parcel IDs submitted by Oakland County, unknowingly approving the creation of a new lot with a parcel ID# 19-36-151-027 without City Commission approval. This approval of a new lot did not follow proper City protocol, as Chapter 102, Article III – Division of Platted Lots of the Birmingham Code of Ordinances requires lot divisions to be considered in a public hearing with City Commission and to satisfy the standards for approval in Chapter 102, Section 102-53 of the Birmingham Code of Ordinances.

When the City discovered that the subject lot had been split, the property owner was notified that they can either follow through with the City's lot division process which requires approval from City Commission, or the City would go to Oakland County and request that the subject lot be unsplit and reappended to the Westbrowne Condominium Development as one lot.

Given the two options, the applicant indicated they would like to complete the City's lot division process. **The applicant was notified that the only way to satisfy the City's lot division standards for approval is if the subject lot is rezoned to R2 - Single Family. The applicant acquiesced to follow through with the rezoning to R2 – Single Family in order to satisfy the City's lot division standards for approval.** The rezoning from R8 to R2 is what is being reviewed by the Planning Board and City Commission at this time.

The initial staff interpretation of the R8 Attached Single Family zone was that an R8 zoned lot could not have more than eight units total. This interpretation was discussed during the April 27th, 2022 Planning Board meeting during the request for rezoning. Staff indicated the applicant had maxed out the number of units on the lot, and was required to obtain a lot division in order to construct more residential units or unit. The Planning Board then recommended denial of the rezoning, believing that the applicant had maxed out the number of residential units on site.

Upon further review of the definition for Attached Single Family (Chapter 9 of the Zoning Ordinance), it has been determined that lots zoned R8 - Attached Single Family can have more than eight residential units total on a lot. The R8 zone specifies that BUILDINGS within the R8 zone cannot have more than eight attached units, however a lot zoned R8 may have multiple buildings with up to eight attached units each.

The interpretation during the April 27th, 2022 Planning Board meeting that the applicant had maxed out the number of residential units on site was incorrect – the site may permit up to three additional single family attached units, given the R8 zone's lot area per unit standards of the Zoning Ordinance. The corrected interpretation of the definition for Attached Single Family is deemed "new information" which is why the City Commission has sent the rezoning application back to the Planning Board for a public hearing scheduled for June 22nd, 2022.

It is of note that if the subject open lot does not obtain a rezoning to R2 to satisfy the City's standards for a lot division, The City will go to Oakland County and request the lot division be undone due to the fact that it has not received proper approval from City Commission. If this occurs, the subject open lot would remain within the R8 Attached Single Family zone and be reappended to the Westbrowne Condominium development lot. The applicant would then have the opportunity to construct up to three additional attached single family homes on the subject open lot.

The applicant has indicated that they would like to build one single family home on the subject property that is contextual to the surrounding neighborhood. Therefore, the applicant would like to continue to pursue the City's requirement for a lot division which involves rezoning the subject open lot to R2-Single Family.

If you have any further questions, feel free to contact Brooks Cowan or Nick Dupuis in the City Planning Department.

Brooks Cowan
Senior Planner
BCowan@bhamgov.org
(248) 530-1846

Nick Dupuis
Planning Director
Ndupuis@Bhamgov.org
(248) 530-1856



MEMORANDUM

Planning Division

DATE: July 14th, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Set a Public Hearing for City Commission approval of a lot division for 695 W. Brown Street, parcel # 19-36-159-009 & parcel # 19-36-151-027, lot T2N, R10E, SEC 36 OAKLAND COUNTY CONDOMINIUM PLAN NO 2257 WESTBROWN CONDOMINIUM GEN COM ELE TO BE ASSESSED WITH ALL UNITS IN CONDO L 52369 P 396 11-20-18 FR 151-001 and lot T2N, R10E, SEC 36 OAKLAND COUNTY CONDOMINIUM PLAN NO 2257 WESTBROWN CONDOMINIUM GEN COM ELE TO BE ASSESSED WITH ALL UNITS IN CONDO L 52369 P 396 11-20-18 FR 151-001
(Summary of Oakland County & Birmingham lot split history for the subject area that was included in the rezoning application background is highlighted in blue)

INTRODUCTION:

The owner of the Westbrown Condominiums located at 695 W. Brown, LB Land, LLC, is seeking an official lot division approval from City Commisison for the southern portion of their property, parcel # 19-36-151-027, and officially create a new residential lot facing Watkins Street.

The applicant has also applied to rezone the subject area, parcel # 19-36-151-027, from R8 Attached Single Family Residential zone to R2 Single Family Residential. Rezoning parcel # 19-36-151-027 from R8 to R2 enables the subject area to satisfy the City's lot division requirements and limits the proposed lot to only be developed as a single family home, similar to the properties to the south on Watkins Street. The public hearing regarding the rezoning is scheduled to occur before the lot split hearing at the same City Commission meeting.

The following memo is structured in a manner that considers the City's lot division requirements of the subject area with its current R8 Attached Single Family zone, and the potential rezoning to R2 Single Family zone for the southern portion of the property, parcel # 19-36-151-027, subject to City Commission approval.

BACKGROUND:

The Westbrowm Condominium Development lot at 695 W. Brown Street is 36,127 square feet total (both subject parcels). The proposed lot division will finalize a new lot with a total land area of 10,478 square feet (0.25 acres), reducing the Westbrowm Condominium site to 25,649 square feet.

The applicant obtained site plan approval for eight single family attached residential units from Birmingham's Planning Board on February 28th, 2018. The Westbrowm Condominium Association (695 W. Brown) then submitted their Master Deed documentation to Oakland County in the fall of 2018 for the creation of new taxable IDs for each condominium.

Upon receipt of the Master Deed documentation, Oakland County created 10 parcel IDs; one for each of the eight residential units, one for the general common element area encompassing the main development area, and one for what the County calls a "balance parcel".

The "balance parcel" consists of the remaining open lot not included in the common element area of the Westbrowm Condominium development area. **Because the "balance parcel" of the vacant space was not included in the general common element area, the County made it a new lot, separate from the Westbrowm Condominium – which in this case created a lot division at the County level.**

Upon the creation of 10 new parcel IDs for the Westbrowm Condominium Master Deed, one of which being an entirely new lot, Oakland County sent the appropriate documentation to the Birmingham City Treasurer for final approval of the new parcel IDs. **On November 20th, 2018, The City Treasurer approved the new parcel IDs submitted by Oakland County, unknowingly approving the creation of a new lot with a parcel ID# 19-36-151-027 without City Commission approval.**

This approval of a new lot by the City Treasurer did not follow proper City protocol, as Chapter 102, Article III – Division of Platted Lots of the Birmingham Code of Ordinances requires lot divisions to be considered in a public hearing with City Commission and to satisfy the standards for approval in Chapter 102, Section 102-53 of the Birmingham Code of Ordinances.

When the City discovered that the subject lot had been split, the property owner was notified that they can either follow through with the City's lot division process which requires approval from City Commission, or the City would go to Oakland County and require that the subject lot be unsplit and reappended to the Westbrowm Condominium Development as one lot.

Given the two options, the applicant indicated they would like to complete the City's lot division process. The applicant was notified that the only way to satisfy the City's lot division standards for approval is if the subject lot is rezoned to R2 - Single Family. The applicant acquiesced to follow through with the rezoning to R2 – Single Family in order to satisfy the City's lot division standards for approval.

On May 24th, 2022, a potential buyer not associated with the property owner applied to obtain a lot division while maintaining the existing R8 Attached Single Family designation. The applicant requested to obtain a conditional approval given that the new proposed lot did not satisfy the lot split requirements as an R8 zone. City staff recommended that the applicant first pursue a

rezoning to R2 Single Family to satisfy the City's lot division requirements. City Commission echoed this recommendation.

On June 22nd, 2022, the Planning Board reviewed the applicant's request to rezone the subject area from R8 Attached Single Family to R2 Single Family and recommended to City Commission that the request be approved. Rezoning the subject area to R2 Single Family enables the property to satisfy the City's lot division standards.

If the Watkins lot, parcel # 19-36-151-027, does not obtain approval for the lot division under consideration, the subject area may be developed under current R8 Attached Single Family zone standards which would allow multiple attached single family residential units to face Watkins Street by right.

The applicant has indicated they wish to complete the City's lot split process by satisfying all requirements and construct a single family residential home.

The Subdivision Regulation Ordinance (Chapter 102, Section 102-53) requires that the following standards be met for approval of a lot division.

- (1) *All lots formed or changed shall conform to minimum Zoning Ordinance Standards for the zone district in which the property is located.*

If the two proposed lots remain zoned R8 Attached Single Family, each lot that results from the lot division would conform to the minimum Zoning Ordinance standards.

If the Watkins lot, parcel # 19-36-151-027 obtains approval to be rezoned to R2 Single Residential, the two resulting lots would also conform to the minimum Zoning Ordinance standards for their respective R8 Attached Single Family Residential and R2 Single Family Residential zones.

In regards to lot area, the proposed lot division would reduce the size of 695 W. Brown (Westbrown Condominiums) from 36,127 square feet to 25,649 square feet. The resulting size of the Watkins Street lot is proposed to be 10,478 square feet.

The resulting 695 W. Brown lot (Westbrown Condominiums) would continue to satisfy the minimum lot size standard. The R8 zone requires a minimum lot area of 3,000 square feet per residential unit. 695 W. Brown has 8 dwelling units, therefore requiring a minimum lot area of 24,000 square feet. As previously mentioned, the resulting lot size for 695 W. Brown is proposed to be 25,649 square feet, therefore satisfying the minimum lot area requirement for the R8 zone. It is also of note that there are no lot coverage or minimum open space requirements for the R8 Zone.

If the Watkins lot, parcel # 19-36-151-027, remains zoned R8, the lot area standards would enable up to 3 attached single family residential units, given the proposed size of 10,478 square feet and a requirements of 3,000 square feet per unit.

If the Watkins lot, parcel # 19-36-151-027, is rezoned to R2 Single Family, the property would satisfy the minimum lot area of 6,000 square feet and be limited to one single family residential home on site.

In regards to setbacks, the resulting 695 W. Brown lot (Westbrowm Condominium) will continue to satisfy all front, side, and rear setback requirements. The only setback proposed to be changed for the Westbrowm Condominium site as a result of the lot division is the rear setback. The R8 zone requires a minimum rear setback of 20 feet while the proposed lot division indicates a 22.51 foot rear setback which satisfies the requirement.

If the proposed Watkins lot remains zoned R8, the front setback would be a minimum of 22.67 feet because the R8 requires all residential buildings within 200 feet to be factored in. The rear setback would be 20 feet, and the side setbacks would be a minimum of 7 feet on each side.

If the proposed Watkins lot is rezoned to R2 Single Family, the minimum front setback would be 25.26 feet. The front setback requirement is the average setback of homes within 200 feet on the same side of Watkins Street. The minimum rear setback would be 30 feet, and the side setbacks would be 5 feet and 9 feet.

In regards to setbacks, it is of note that rezoning the property from R8 to R2 increases the front setback requirements from 22.67 feet to 25.26 feet and increases the rear setback from 20 feet to 30 feet, reducing the buildable envelope for the lot by pushing the setback envelope further away from the front and rear lot lines.

Both the R8 zone and the R2 zone require 14 feet or 25% of total lot width whichever is larger, between principal residential buildings on adjacent lots. The lot width for the proposed Watkins property is 59.84 feet, therefore the building envelope on the proposed Watkins lot must be setback 14.96 feet from the buildings to the north and south. The building envelopes submitted with the R8 zone and R2 zone requirements both indicate this requirement has been met, **Thus, the proposed lots satisfy all setback requirements for the existing R8 zone and the proposed R2 zone.**

If the proposed Watkins lot remains zoned R8, the allowable building height is up to 30 feet and 2.5 stories. The 695 W. Brown development is 30 feet in height as was approved by the Planning Board in 2018. The City has yet to receive a site plan for a development on the proposed Watkins lot, however any attached single-family development proposed for this lot will be required to obtain approval from the Planning Board and will be allowed a maximum height of 30 feet.

If the proposed Watkins lot is rezoned to R2 Single Family Residential, the proposed single family residence will be allowed a maximum height of 30 feet as permitted by the R2 zone for lots greater than 9,000 square feet. Single family residential developments in the R2 zone do not require review and approval from the Planning Board.

Accordingly, no non-conformities would be created on either of the resulting parcels as a result of the proposed lot division.

- (2) *All residential lots formed or changed by the division shall have a lot width, as defined in chapter 126, of not less than the average lot width of all lots on the same street within 300 feet of the lots formed or changed **and within the same zone district**.*

If the proposed Watkins lot remains zoned R8, there is one R8 zoned property with frontage on Watkins Street to include in the average lot width calculation. Such property is across the street to the east at 695 Watkins and has a lot width of 103 feet, therefore the average lot width of R8 zoned properties within 300 feet on Watkins Street is 103 feet. Given the criteria of Section 102-53(2), resulting lots in the R8 zone along Watkins cannot be less than 103 feet. **The applicant is proposing a lot width of 59.84 feet and therefore does not satisfy the lot division criteria of this section if the Watkins lot remains zoned R8.**

If the Watkins lot is rezoned to R2, the average lot width of R2 zoned properties on Watkins Street within 300 feet would be factored into the average lot width calculation which results in a value of 56.81 feet. The applicant is proposing a new lot width of 59.84, exceeding the average by 3 feet. **If the Watkins lot is rezoned to R2 Single Family, the proposed lot width of 59.84 feet satisfies the lot division criteria of this section.**

(Transition from the R8 Zone in pink to the R2 Zone along Watkins Street)



- (3) *The division will not adversely affect the interest of the public and of the abutting property owners. In making this determination, the City Commission shall consider, but not be limited to the following:*
- The location of proposed buildings or structures, the location and nature of vehicular ingress or egress so that the use of appropriate development of adjacent land or buildings will not be hindered, nor the value thereof impaired.*

- b. The effect of the proposed division upon any flood plain areas, wetlands or other natural features and the ability of the applicant to develop buildable sites on each resultant parcel without unreasonable disturbance of such natural features.*
- c. The location, size, density and site layout of any proposed structures or buildings as they may impact an adequate supply of light and air to adjacent properties and the capacity of essential public facilities such as police and fire protection, drainage structures, municipal sanitary sewer and water, and refuse disposal.*

The proposed Watkins lot has a similar width and area as the surrounding R2 single family lots and is zoned for a maximum height that is the same as the neighboring properties. For comparison, there are seven single family homes on the subject block of Watkins Street with a lot width of 60 feet or greater which is larger than the proposed lot width of 59.84 feet. The building setback envelope permits a 46 foot wide development which is less than what is allowed on the seven properties on the block with a lot width greater than 60 feet.

If the lot remains zoned R8, the property owner would be allowed to develop multiple single family attached homes facing Watkins Street by right within the permitted setback envelope. Multiple residential units would have a higher parking requirement and have the potential for up to two curb cuts to handle vehicular ingress and egress of residents. Such a development would be reviewed by the Planning Board for final approval.

If the lot is rezoned R2, only a single family home would be permitted for development. Single family homes in Birmingham typically have one curb-cut for driveway vehicular ingress and egress.

The single family homes on the subject block of Watkins Street and surrounding area consist of large lots with large homes. **New attached single family homes in an R8 zone, or a new single family home in an R2 zone on the proposed Watkins lot do not appear to hinder development of adjacent land or buildings, nor hinder their value, given that the buildable envelope for the proposed Watkins lot is similar in size to the large homes on large lots on Watkins Street and the surrounding area which have already been developed.**

The subject property is not located within the floodplain or soil erosion limit of a recognized stream, river, lake or other water body. The site does not appear to exhibit evidence of regulated wetlands or endangered species of flora and fauna. **The proposed lot division will not affect any floodplains, wetlands, or endangered species of flora and fauna on the site.**

The proposed Watkins lot will have a maximum building height of 30 feet if it remains within the R8 zone or is rezoned to R2. This will match the permissible height for all surrounding properties on Watkins Street. The lot split would also match the residential pattern of Watkins Street and most Birmingham single family neighborhoods. **Thus, the proposed lot split will not negatively affect the supply of light and air to adjacent properties, nor will it negatively affect the capacity of essential public facilities.**

City departments have no objections to the proposed lot split.

Aerial view of Watkins Street and surrounding area of subject property



LEGAL REVIEW:

The City Attorney will conduct a formal review of the lot division application for the public hearing.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for lot divisions, a legal ad will be placed in a newspaper of local circulation to advertise the nature of the request in advance of the August 29th, 2022 public hearing at the City Commission meeting, and notices will be sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission set a public hearing date of August 29th, 2022 to consider finalizing the lot division of 695 W. Brown, parcel # 19-36-159-009 & parcel #

19-36-151-027.

ATTACHMENTS:

- Surveys
- Application & attachments
- May 21st, 2022 City Commission minutes directing applicant to pursue a rezoning to R2 Single Family

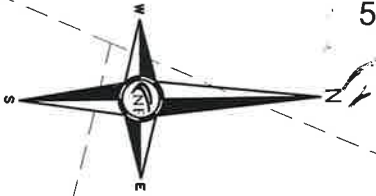
SUGGESTED ACTION:

Make a motion adopting a resolution to set a public hearing date of August 29th, 2022 to consider finalizing the lot division of 695 W. Brown, parcel # 19-36-159-009 & parcel # 19-36-151-027.

Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001



SOUTHFIELD ROAD (66' WIDE-PUBLIC)
N24°05'00"E 121.83' (M)

LOT 2

P.I.N.: 19-36-151-002

N70°53'41"W 152.28' (M) 153.60'(R)

LOT 12

LOT 1

LOT 13

BIRD & STANLEY'S ADDITION
(LIBER 3, PAGE 7)

ASSESSOR'S PLAT NO. 1
(LIBER 45, PAGE 42)

P.I.N.: 19-36-151-001

LOT 14

LOT 12

P.I.N.: 19-36-151-006

S88°04'32"W(M) 119.00'(R&M)

LOT 13

N88°05'27"E 208.67'(M) 202.10'(R)

BROWN ROAD (60' WIDE)

W. 48' OF LOT 15

S01°35'27"E 164.08' (M)

WATKINS STREET (50' WIDE)



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

PREPARED FOR:

TOWN BUILDING
COMPANY

SCALE
1" = 30'

DATE
02-26-2021

DRAWN
K.N.

REVISED: 03-19-2021

JOB NO. SHEET
J636 1 of 4



Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001

LEGAL DESCRIPTION - (PARENT PARCEL)

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF BIRMINGHAM, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

LOTS 12, 13, 14, AND WEST 48 FEET OF LOT 15; BIRD AND STANLEY'S ADDITION, AS RECORDED IN LIBER 3, PAGE 7 OF PLATS, OAKLAND COUNTY RECORDS; AND LOTS 1 AND 13, ASSESSOR'S PLAT NO. 1, AS RECORDED IN LIBER 45, PAGE 42 OF PLATS, OAKLAND COUNTY RECORDS.

TAX ID NO. 19-36-151-001

ADDRESS: 525 SOUTHFIELD ROAD, BIRMINGHAM, MI 48009-1620

CONTAINING: 36,127 SQUARE FEET OR 0.83 ACRES OF LAND

LEGAL DESCRIPTION - (PARCEL A)

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF BIRMINGHAM, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS AND ALL OF LOTS 12 THROUGH 14 AND THE WEST 48 FEET OF LOT 15 OF BIRD AND STANLEY'S ADDITION, AS RECORDED IN LIBER 3 OF PLATS, ON PAGE 7, OAKLAND COUNTY RECORDS ALL BEING PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST ALONG THE SOUTH LINE OF BROWN ROAD (60 FEET WIDE), 208.67 FEET (RECORDED AS: 202.10 FEET) TO A POINT ON THE WEST LINE OF WATKINS STREET (50 FEET WIDE); THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST ALONG SAID WEST LINE OF WATKINS STREET, 104.24 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 27 SECONDS WEST, 184.94 FEET; THENCE SOUTH 23 DEGREES 45 MINUTES 36 SECONDS WEST, 32.47 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST ALONG SAID SOUTHERLY LINE OF LOT 1, 66.93 FEET TO A POINT ON THE EASTERLY LINE OF SOUTHFIELD ROAD (66 FEET WIDE); THENCE NORTH 24 DEGREES 05 MINUTES 00 SECONDS EAST ALONG SAID EASTERLY LINE OF SOUTHFIELD ROAD, 121.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,649 SQUARE FEET OR 0.59 ACRES OF LAND.

LEGAL DESCRIPTION - (PARCEL B)

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF BIRMINGHAM, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 88 DEGREES 04 MINUTES 32 SECONDS WEST, 119.00 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST, 85.35 FEET; THENCE NORTH 23 DEGREES 45 MINUTES 36 SECONDS EAST, 32.47 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST, 184.94 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST, 59.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,478 SQUARE FEET OR 0.24 ACRES OF LAND.



NOWAK & FRAUS ENGINEERS

46777 WOODWARD AVE.

PONTIAC, MI 48342-5032

TEL. (248) 332-7931

FAX. (248) 332-8257

PREPARED FOR:

TOWN BUILDING
COMPANY

SCALE

N.T.S.

DATE

02-26-2021

DRAWN

K.N.

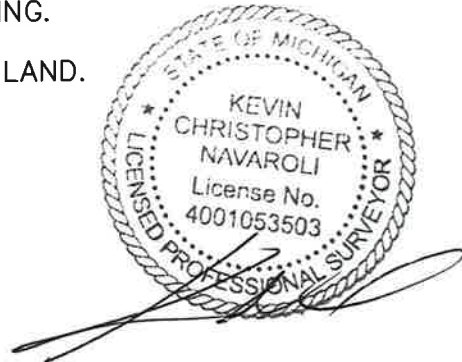
JOB NO.

J636

SHEET

2 of 4

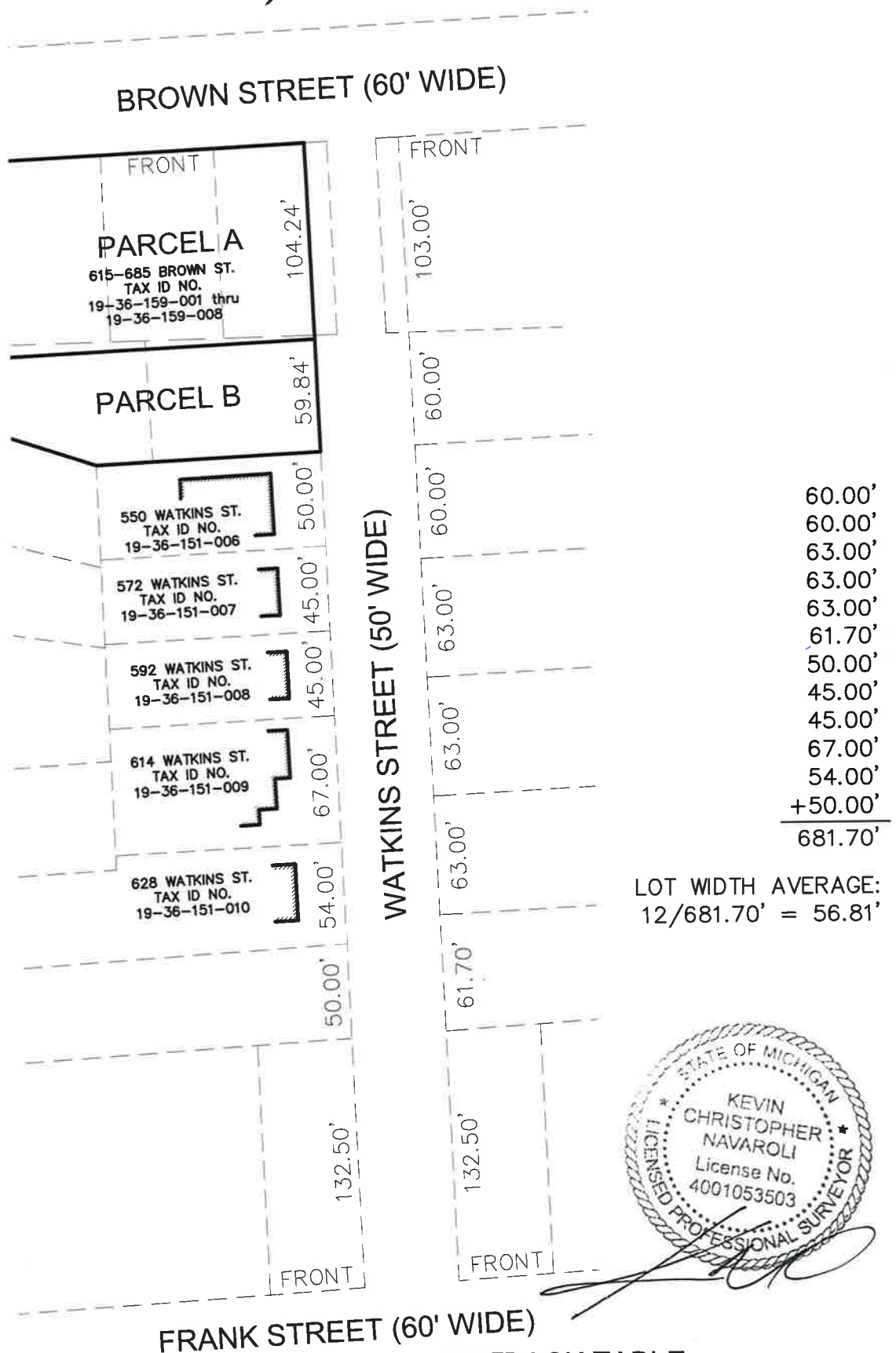
REVISED: 03-19-2021



Parcel Split Survey

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001



FRANK STREET (60' WIDE)

SETBACK TABLE

615-685 Brown St.	10.00' Front Setback
550 Watkins St.	25.93' Front Setback
572 Watkins St.	26.13' Front Setback
592 Watkins St.	23.54' Front Setback
614 Watkins St.	25.43' Front Setback
628 Watkins St.	25.02' Front Setback

Total of Setbacks= 136.05'
Average 136.05' / 6 = 22.67'

REVISED: 03-19-2021



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

PREPARED FOR:

TOWN BUILDING
COMPANY

SCALE
1" = 80'

DATE
02-26-2021

DRAWN
K.N.

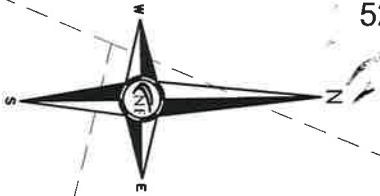
JOB NO.
J636

SHEET
4 of 4

Building Setback Envelope
Parcel Split Survey if R8 Zone Remains

525 SOUTHFIELD ROAD, BIRMINGHAM, MI

P.I.N.: 19-36-151-001



SOUTHFIELD ROAD (66' WIDE-PUBLIC)

LOT 2

P.I.N.: 19-36-151-002

ZONED: R2

N70°53'41"W 66.93'
N23°45'36"E 32.47'
N23°45'36"E 32.47'

10' BLDG. SETBACK
20' BLDG. SETBACK

LOT 1

PARCEL B

ASSESSOR'S PLAT NO. 1
(LIBER 45, PAGE 42)

ZONED: R2

LOT 12

P.I.N.: 19-36-151-006
EX. HSE No. 550

S88°04'32"W 119.00'

ZONED: R8

LOT 13

7' BUILDING SETBACK

7' BUILDING SETBACK

N88°05'27"E 184.94'

S88°05'27"W 184.94'

22.67' - AVE. SETBACK
OF RESIDENTIAL
BUILDINGS WITHIN 200'
SEE SHEET 4

P.O.B.
PARCEL B

S01°35'27"E 59.84'

WATKINS STREET (50' WIDE)

S01°35'27"E 104.24'

20' BUILDING SETBACK

BIRD & STANLEY'S
ADDITION
(LIBER 3, PAGE 7)

ZONED: R8

LOT 14

EXISTING BUILDING
No. 615-685

W. 48' OF LOT 15

10' BUILDING SETBACK

16.5' BUILDING SETBACK

N88°05'27"E 208.67'

BROWN ROAD (60' WIDE)

NF
ENGINEERS

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

PREPARED FOR:

TOWN BUILDING
COMPANY

SCALE
1" = 30'

DATE
02-26-2021

DRAWN
K.N.

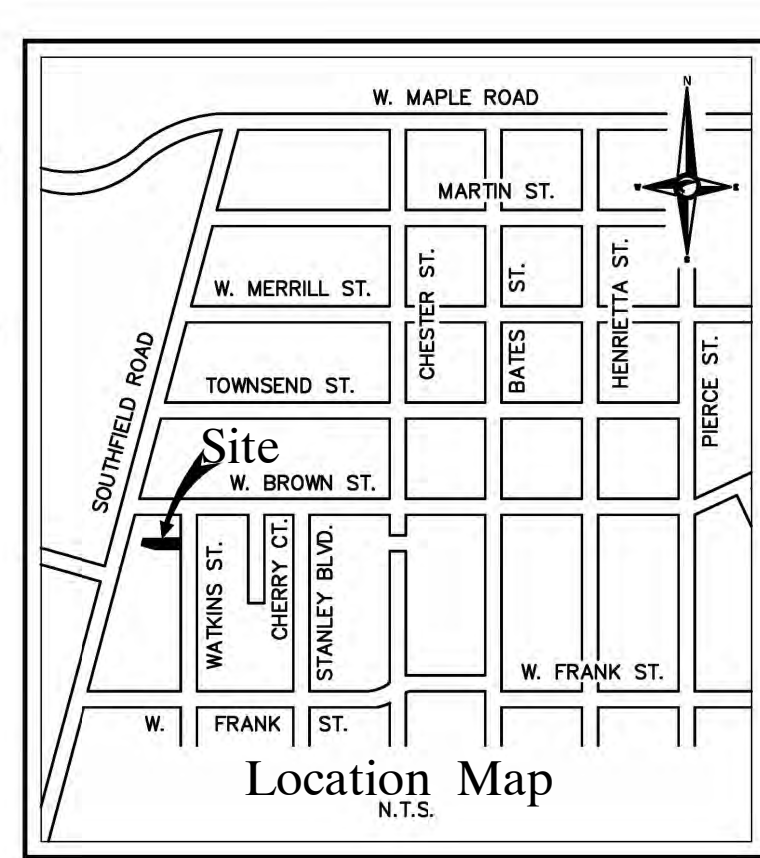
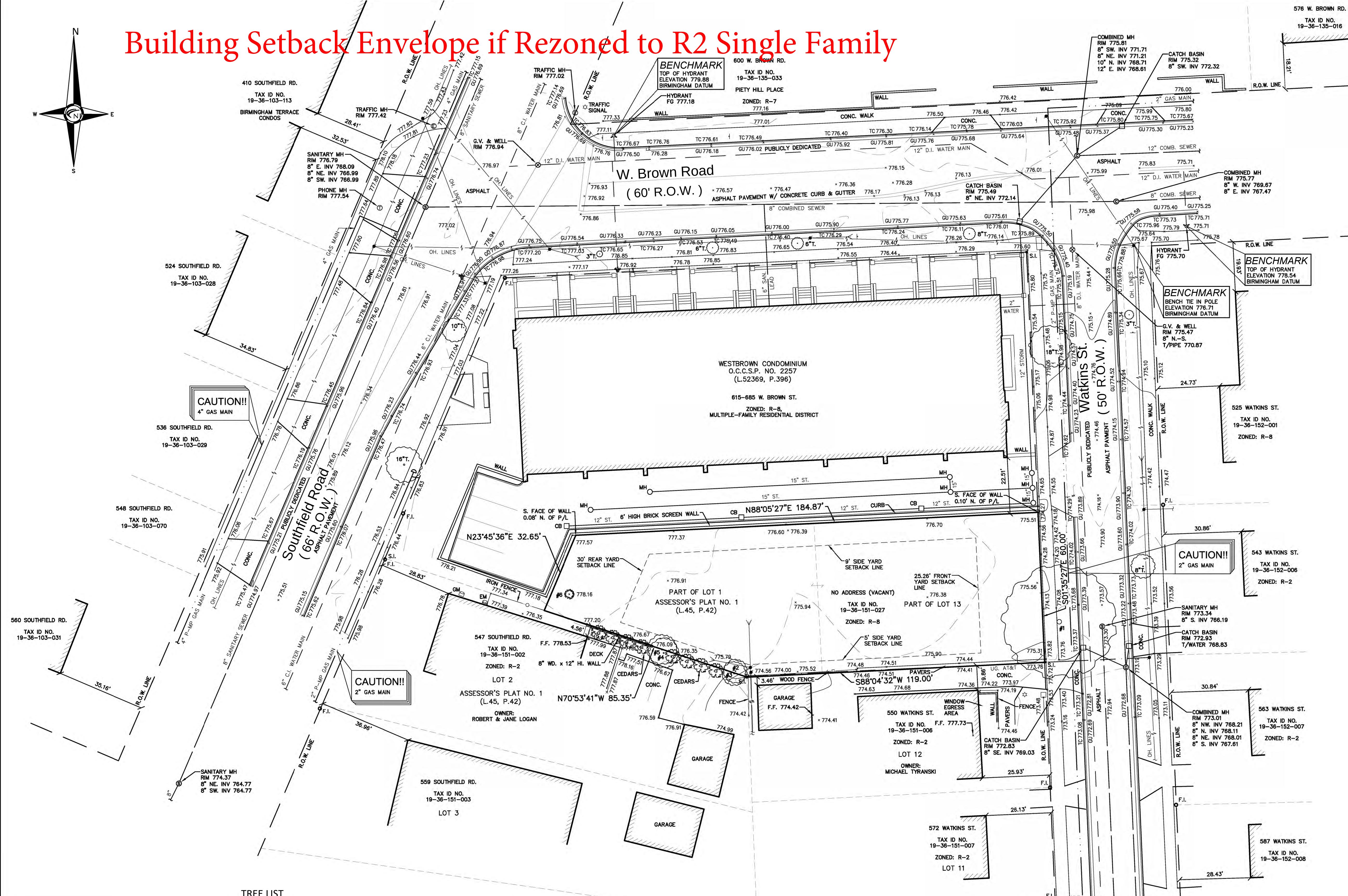
REVISED: 03-19-2021

JOB NO.
J636

SHEET
3 of 4



Building Setback Envelope if Rezoned to R2 Single Family



NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257
WWW.NOWAKFRAUS.COM

CERTIFICATE OF SURVEY
WE HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED.
Kevin Navaroli
KEVIN NAVAROLI, P.S. NO. 4001053503
DATE: 2-14-2022

LEGAL DESCRIPTION - PER TAX RECORD
PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN LIBER 45 OF PLATS, ON PAGE 42, OAKLAND COUNTY RECORDS, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 68 DEGREES 04 MINUTES 32 SECONDS WEST, 119.00 FEET; THENCE NORTH 70 DEGREES 53 MINUTES 41 SECONDS WEST, 85.35 FEET; THENCE NORTH 23 DEGREES 45 MINUTES 36 SECONDS EAST, 32.65 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 27 SECONDS EAST, 184.87 FEET; THENCE SOUTH 01 DEGREES 35 MINUTES 27 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING NOTE
CONTAINING 10,507 SQUARE FEET OR 0.24 ACRES OF LAND.
ALL BEARINGS ARE IN RELATION TO THE PREVIOUSLY ESTABLISHED EASTERLY LINE OF SOUTHFIELD AVENUE (NOW ROAD) OF ASSESSOR'S PLAT NO. 1, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 36, TOWN 2 NORTH, RANGE 10 EAST, VILLAGE OF BIRMINGHAM (NOW CITY), OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 45 OF PLATS, PAGE 42, OAKLAND COUNTY RECORDS. (N.24°05'00"E.)

FLOOD HAZARD NOTE
THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0536F BEARING AN EFFECTIVE DATE OF 09-29-2006.

MISS DIG / UTILITY DISCLAIMER NOTE
A MISS DIG TICKET NUMBER 2022013100454, PURSUANT TO MICHIGAN PUBLIC ACT 174 WAS ENTERED FOR THE SURVEYED PROPERTY. DUE TO THE EXTENDED REPORTING PERIOD FOR UNDERGROUND FACILITY OWNERS TO PROVIDE THEIR RECORDS, THE SURVEY MAY NOT REFLECT ALL THE UTILITIES AT THE TIME THE SURVEY WAS ISSUED. ON FEBRUARY 8, 2022, THE SURVEY ONLY REFLECTS THOSE UTILITIES WHICH COULD BE OBSERVED BY THE SURVEYOR IN THE FIELD OR AS DEPICTED BY THE UTILITY COMPANY RECORDS FURNISH PRIOR TO THE DATE THIS SURVEY WAS ISSUED. THE CLIENT AND/OR THEIR AUTHORIZED AGENT SHALL VERIFY WITH THE FACILITY OWNERS AND/OR THEIR AUTHORIZED AGENTS, THE COMPLETENESS AND EXACTNESS OF THE UTILITIES LOCATION.

SITE DATA
SITE AREA: 10,507 SFT. OR 0.24 ACRES
GROSS/NET: 10,507 SFT. OR 0.24 ACRES
ZONING: EXISTING: R-8 (ATTACHED SINGLE FAMILY RESIDENTIAL)
PROPOSED: R-2 (SINGLE FAMILY RESIDENTIAL)
PROPOSED SETBACK REQUIREMENTS:
FRONT: 25.26 FEET
SIDE: 3.00 FEET
REAR: 30.00 FEET

LEGEND	
MANHOLE(MH)	EXISTING SANITARY SEWER
HYDRANT(HYD)	EXISTING SAN. CLEAN OUT
GATE VALVE(GVW)	EXISTING WATER MAIN
MANHOLE(MH)	CATCH BASIN(CB)
CBB	EXISTING STORM SEWER
EX. BEEHIVE	CATCH BASIN
EX. UNDERGROUND (UG.) CABLE	
UTILITY POLE	GUY POLE
UP	GUY WIRE
LP	OVERHEAD (OH.) LINES
SIGN	
EXISTING GAS MAIN	
CONC.	CONCRETE
FD. / FND.	FOUND
RET. WALL	RETAINING WALL
R.O.W.	RIGHT-OF-WAY
SPK	SET PK NAIL
(TYP)	TYPICAL
(R)	RECORD
(M)	MEASURED
C/L	CENTERLINE
P/L	PROPERTY LINE
GM	GAS METER
EM	ELECTRIC METER
L/S	LANDSCAPE
DS	DOWNSPOUT
GP	GUARD POST
MB	MAIL BOX



PROJECT
Vacant Parcel
Watkins Street
Birmingham, MI 48009
(Tax ID No. 19-36-151-027)
CLIENT
Leonard Nadolski c/o
Anthony Palleschi

Contact: Anthony Palleschi
Phone: 586.822.0851
Email: apalleschi@championautoinc.com

PROJECT LOCATION
Part of the NW 1/4
of Section 36
T.2N., R.10E.,
City of Birmingham,
Oakland County, Michigan

SHEET
Boundary / Topographic /
Tree Survey / Rezoning
Plan



DATE ISSUED/REVISED
02-08-22 SURVEY ISSUED
02-14-22 ISSUED FOR REZONING

DRAWN BY:
M. Carnaghi
DESIGNED BY:

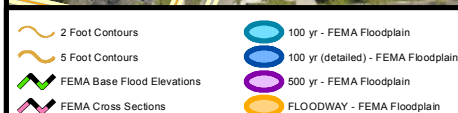
APPROVED BY:
K. Navaroli
DATE:
February 8, 2022

SCALE: 1" = 20'
20 10 0 10 20 30
NFE JOB NO. SHEET NO.
J636-01 1 of 1

Tree Inventory List							
Tree List							
Client Name: Leonard Nadolski c/o Anthony Palleschi							
Job Number: J636-01							
Job Location: Vacant Parcel, Watkins St., Birmingham (19-36-151-027)							
Date Completed: 2/7/2022							
Condition Description Notes:							
"Good" - no observed structural defects*							
"Fair" - minor structural defects, marginal form, some insect activity noted*							
"Poor" - major structural defects, poor form, insect infested*							
*Structural defects may include decayed wood, cracks, root problems, weak branch unions, cankers, poor tree architecture, dead/failed branches due to various causes.							
Tree #	Botanical Name	Common Name	Dia.	Type	Other Dia.	Condition	Comments
1	Acer saccharinum	Silver Maple	42			Fair	Girdling root damage fm sidewalk construction
2	Ulmus americana	American Elm	8			Good	
3	Ulmus americana	American Elm	8			Good	
4	Acer saccharum	Sugar Maple	13			Good	
5	Ulmus americana	American Elm	13			Good	1/2 of tree is missing
6	Picea pungens	Colorado Blue Spruce	6			Good	

SETBACK TABLE	
550 WATKINS ST.	25.93' FRONT SETBACK
572 WATKINS ST.	26.13' FRONT SETBACK
592 WATKINS ST.	23.54' FRONT SETBACK
614 WATKINS ST.	25.43' FRONT SETBACK
TOTAL OF SETBACKS= 101.03'	
AVERAGE 101.03' / 4 = 25.26'	
TOPOGRAPHIC SURVEY NOTES	
ALL ELEVATIONS ARE EXISTING ELEVATIONS, UNLESS OTHERWISE NOTED.	
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES, AND NO GUARANTEE CAN BE MADE TO THE COMPLETENESS OR EXACTNESS OF LOCATION.	
THIS SURVEY MAY NOT SHOW ALL EASEMENTS OF RECORD UNLESS AN UPDATED TITLE POLICY IS FURNISHED TO THE SURVEYOR BY THE OWNER.	
DTE DISCLAIMER NOTE	
PLEASE NOTE THAT DTE HAS NEW REGULATIONS THAT MAY IMPACT DEVELOPMENT OUTSIDE THEIR EASEMENT OR THE PUBLIC RIGHT OF WAY. CLIENT SHALL CONTACT DTE TO DETERMINE THE "NEW STRUCTURES AND POWER LINE" REQUIREMENTS AS THEY MAY APPLY TO ANY FUTURE BUILDING OR RENOVATION OF A STRUCTURE. DTE ENERGY CAN BE CONTACTED AT 800-477-4747	
DATUM NOTE	
ALL ELEVATIONS SHOWN HEREON ARE ON THE CITY OF BIRMINGHAM'S VERTICAL DATUM, REFERENCED HEREON, IS ONE (1.00) FOOT HIGHER THAN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. 88).	

Brown and Watkins Proposed Lot Division



Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.

5E



David Coulter
Oakland County Executive

Date Created: 7/18/2022





Division of Platted Lots Application Planning Division

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

1. Applicant

Name: Anthony Palleschi
Address: 1700 Twelve Mile Road, Royal Oak, MI 48073
Phone Number: 586 822 0851
Fax Number:
Email address: anthony@champdevgroup.com

2. Property Owner

Name: LB Land LLC
Address: 5000 E Grand River Avenue, Howell, MI 48843
Phone Number: 586 822 0851
Fax Number:
Email address: info@champdevgroup.com

3. Applicant's Attorney/Contact Person

Name: Richard Rattner
Address: 380 North Old Woodward Avenue Suite 300, Birmingham, MI 48009
Phone Number: 248 642 0333 ext. 331
Fax Number:
Email address: rdr@wwrplaw.com

4. Project Designer/Developer

Name: Brian Neeper (Architect)
Address: 680 North Old Woodward Avenue Suite 203, Birmingham, MI 48009
Phone Number: 248 259 1784
Fax Number:
Email address: brian@brianneeper.com

5. Project Information

Address/Location of Property: Watkins Street
Sidwell #:
Parcel #: 08-19-36-151-027
Current Zoning: R-8

Legal Description: PART OF LOTS 1 AND 13 OF ASSESSOR'S PLAT NO. 1 AS RECORDED IN UBER 45 OF PLATS

6. Required Attachments

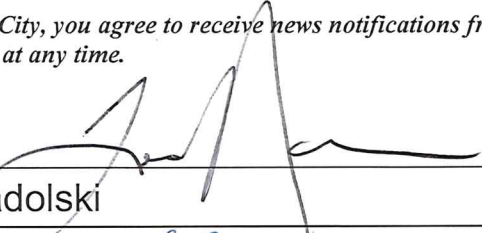
- I. Two (2) copies of a *registered* land survey showing:
 - i. All existing and proposed platted lot lines;
 - ii. Legal descriptions of proposed lots;
 - iii. Proposed building envelope(s) with front, side and rear setbacks clearly marked;
 - iv. Adjoining properties within 300 feet in all directions.
- II. One (1) digital copy of plans;
- III. Proof of ownership;
- IV. Written statement of reasons for request;
- V. A letter of authority or power of attorney in the event the application is made by a person other than the property owner;
- VI. Sketches of proposed development (*optional*);
- VII. Other data having a direct bearing on the request.
- VIII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

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

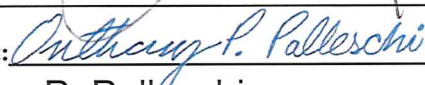
Single-family home of approximately 5,200 square feet with attached garage.

(I), (We), the undersigned, do hereby request to divide lots of record in the City of Birmingham, Oakland County, Michigan. (I), (We), do hereby swear that all of the statements, signatures, and descriptions appearing on and with this request are in all respects true and accurate to the best of (my), (our), knowledge.

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

Signature of Property Owner:  Date: 7/18/22

Print Name: Leonard Nadolski

Signature of Applicant:  Date: 7/18/22

Print Name: Anthony P. Palleschi

Office Use Only

Application#: _____ Date Received: _____ Fee: _____

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

e-recorded

LIBER 50497 PAGE 330

0053602

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
held by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument as appears by the records in the office
except as stated.
Reviewed By: PO

Mar 24, 2017

5.00 E-FILE

Sec. 135, Act 206, 1893 as amended
ANDREW E. MEISNER, County Treasurer

2016 Not Examined

LIBER 50497 PAGE 330
\$21.00 DEED - COMBINED
\$4.00 REMONUMENTATION
\$5.00 AUTOMATION
\$26,875.00 TRANSFER TX COMBINED
03/24/2017 04:46:45 PM RECEIPT# 34100
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds



WARRANTY DEED

Corporate(Platted/Condominium)

Drafted By:

Wayne S. Segal
Dawda Mann, PLC
39533 Woodward Avenue, Suite 200
Bloomfield Hills, MI 48304

Return To:

LB Land LLC
5000 E Grand River Ave.
Howell, MI 48843

Send Tax Bills To:

LB Land LLC
5000 E Grand River Ave.
Howell, MI 48843

Recording Fee: \$ 30.⁰⁰
File Number: 769138 -B4

State Transfer Tax: \$23,437.50
County Transfer Tax: \$3,437.50

Tax Parcel No.: 19-36-151-001

Know All Persons by These Presents: That **Vasileff Holdings LLC, a Michigan limited liability company**
whose address is 1992 Redding, Birmingham, MI 48009

Convey(s) and Warrant(s) to **LB Land LLC, a Michigan limited liability company**
whose address is 5000 E Grand River Ave., Howell, MI 48843

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

(SEE ATTACHED EXHIBIT A)

More commonly known as: **525 Southfield Road, Birmingham, MI 48009**

For the full consideration of: **three million one hundred twenty five thousand** Dollars (\$3,125,000.00)

Subject To:

Existing building and use restrictions, and easements and rights of way of record



First American Title Insurance Company

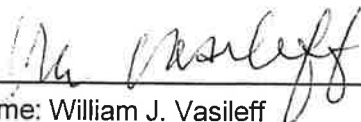
First American Title 3

(Attached to and becoming a part of Warranty Deed dated: March 13, 2017 between Vasileff Holdings LLC, a Michigan limited liability company, as Seller(s) and LB Land LLC, a Michigan limited liability company, as Purchaser(s).)

Dated this March 13, 2017.

Seller(s):

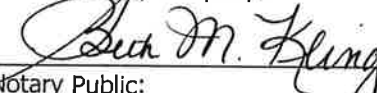
Vasileff Holdings LLC, a Michigan limited liability company

By: 
Name: William J. Vasileff
Title: Manager

By: 
Name: Catherine K. Vasileff
Title: Manager

State of Michigan
County of Oakland

The foregoing instrument was acknowledged before me this March 13, 2017 by William J. Vasileff and Catherine K. Vasileff, Managers of Vasileff Holdings LLC, a Michigan limited liability company.


Notary Public: BETH M. KLING
Notary County/State: / NOTARY PUBLIC, STATE OF MI
County Acting In: COUNTY OF MACOMB
Commission Expires: MY COMMISSION EXPIRES Jun 14, 2022
ACTING IN COUNTY OF Oakland

(Attached to and becoming a part of Warranty Deed dated: March 13, 2017 between Vasileff Holdings LLC, a Michigan limited liability company, as Seller(s) and LB Land LLC, a Michigan limited liability company, as Purchaser(s).)

EXHIBIT A

Land situated in the City of Birmingham, County of Oakland, State of Michigan, described as follows:

Lots 12, 13, 14 and West 48 feet of Lot 15, BIRD AND STANLEY'S ADDITION, according to the plat thereof as recorded in Liber 3 of Plats, page 7, Oakland County Records AND Lots 1 and 13, ASSESSOR'S PLAT NO 1, according to the plat thereof as recorded in Liber 45 of Plats, page 42, Oakland County Records.

Tax Parcel Number: 19-36-151-001

LB Land LLC
5000 E GRAND RIVER AVE, HOWELL, MI 48843

July 18, 2022

Dear City Commission,

LB Land LLC requests the split of parcel ID# 19-36-151-027.

Background

- The balance parcel, currently zoned R8, was created when the Westbrowne Condominium Association submitted its Master Deed in late 2018. Oakland County created 10 parcel IDs for the Westbrowne Condominium Master Deed, one of which being an entirely new lot.
- This creation of a new lot did not follow proper City protocol, as the Birmingham Code of Ordinances requires lot divisions to be considered in a public hearing with City Commission.

Reason for Split Request

- LB Land LLC intends to build a single-family home under R2 specifications. Both the width and area of the parcel meet the minimum requirements for R2 lots. The proposed home is consistent with existing adjacent R2 single-family homes (see attached zoning map)
- The 1980 Master Plan recommends single-family residential zoning for this lot.
- The existing zoning classification of R8 is no longer appropriate given the intention to build a single-family home separate from the Westbrowne Condominiums. The property in question is currently vacant and maintained by LB Land LLC.



Anthony P. Palleschi

Representative, LB Land LLC

Birmingham City Commission Minutes

May 24, 2021

7:30 P.M.

Virtual Meeting

Meeting ID: 655 079 760

Vimeo Link: <https://vimeo.com/event/3470/videos/547775342/>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

Alexandria Bingham, City Clerk, called the roll.

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

Absent: None

05-147-21 Public Hearing - 695 W. Brown Street – Lot Split

The Mayor opened the public hearing at 8:12 p.m.

Mayor Pro Tem Longe notified the Commission she would be recusing herself from the item because her spouse was involved in the original project from which this property was asking to be split.

City Planner Cowan presented the item.

In reply to Commissioner Sherman, Planning Director Ecker said she could provide the Commission with information about the previous development proposals regarding this lot.

Commissioner Sherman said he would rather have that information before making a decision on this item. He said he recalled there being previous disagreements between the neighbors and the developer regarding this parcel.

Christopher Brokovich, applicant, said that when he had previously proposed a development adjacent to 685 W. Brown the proposal left 685 W. Brown itself undesignated. Subsequently, he proposed to build two more townhouses on 685 W. Brown, which the neighbors were not in favor of. As a result, Mr. Brokovich chose to put 685 W. Brown on the market.

Public Comment

Guy Simons reviewed the contents of his letter to the Commission.

In reply to Mr. Simons, PD Ecker said she could provide the interpretation of the side setback that was used to build the eight units adjacent to 685 W. Brown.

Thomas Saracino indicated he was interested in purchasing the lot if it was split within R-8 and advocated for the split.

Michael Talansky, neighbor of 695 W. Brown Street, expressed concern about the lot split proposal.

Andrew Haig expressed skepticism that adequate parking could be provided on the lots in question given the City's lot coverage ordinances and the average turning radiuses of vehicles.

In reply to Mr. Haig, CP Cowan stated that even with the lot split the eight adjacent units would still meet the minimum area-per-unit required for all units in R-8.

Mr. Reagan said the Central Birmingham Residents' Association has historically not been in favor of new multi-family residences being built on Watkins.

Maria Van Hees, neighbor of 685 W. Brown, said she and her family had purchased a nearby home with an understanding that there would be a single family home built on 685 W. Brown.

Wendy Zebrowski concurred with Commissioner Sherman's recollection and agreed that previous minutes regarding this parcel should be reviewed for clarity. She stated that in general the neighbors want this parcel to be zoned for a single family home.

Mr. Bloom said that if plans could be developed that were amenable to the neighbors, he was supportive of Mr. Saracino doing the work. He attested to Mr. Saracino's integrity and other building work in Birmingham.

Commissioner Host concurred with Commissioner Sherman's request for previous records regarding this parcel. He said the neighbors' preferences should take precedence since they live there. He also said it was an issue that the final site plan approved by the Planning Board for this parcel was subsequently changed.

The Mayor closed the public hearing at 9:06 p.m.

MOTION: Motion by Commissioner Hoff, seconded by Commissioner Baller:
To direct the applicant to pursue a rezoning of the subject property to R2-Single Family Zone in order to meet the lot split requirements of the municipal code.

Commissioner Sherman commented the Commission took a similar stance regarding a proposal for the former Franklin Bank and Mountain King properties.

Commissioner Host said he concurred with the comments of Mr. Simons and Mr. Reagan.

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



MEMORANDUM

(Department of Public Services)

DATE: July 7, 2022

TO: Thomas M. Markus, City Manager

FROM: Lauren Wood, Director of Public Services

SUBJECT: Shain Park Pavilion Canopy Maintenance

INTRODUCTION:

The tensile structure (canopy) in the Shain Park pavilion has a damaged wind screen and is in need of regularly scheduled maintenance. Span Systems, Inc. provided and installed the original tensile structure when the City improved Shain Park in 2009, and they are a sole source for fabrication and installation of 2 new wind screens. Also, their trained technicians are able to make spot repairs, power wash both sides of the overhead canopy, and readjust the tension of the overall structure to provide the best possible future performance of the remaining fabric.

BACKGROUND:

This purchase will include providing all necessary equipment, fabrication and installation of two (2) new wind screen panels, spot repairs and power washing to the canopy, as well as performing routine maintenance to the tensile structure as a whole. The City will be responsible for providing a nearby water source for power washing.

This was not bid out competitively as Span Systems, Inc. is a sole source for this material, and they have qualified personnel to perform the necessary maintenance.

Span Systems, Inc. is able to supply all materials and perform all work as requested.

LEGAL REVIEW:

The City Attorney has reviewed and approved this contract agreement.

FISCAL IMPACT:

This project was included in the 2022-2023 Approved Budget. Funds are available from the Parks Contractual Services account 101-751.000-811.0000.

PUBLIC COMMUNICATIONS:

Appropriate signage will be placed near work site area. Work will be coordinated to occur when little to no activity is anticipated or scheduled at the park.

SUMMARY:

The tensile structure is in satisfactory condition after being installed approximately 12 years ago and hasn't required any maintenance prior to this. Span Systems, Inc. is a sole source for wind screen panel fabrication and repair work required to ensure the best performance and longest possible life of the fabric. Although only one panel is damaged, they will both be replaced to ensure continuity. Trained technicians will also tighten the entire structure, power wash the overhead canopy using a rented man lift, and perform other minor repairs as necessary. The estimated time frame to complete the work is late Summer/Fall of 2022 and will take approximately three days.

Upon award, the contractor will be notified to schedule the repair and maintenance of the tensile structure.

ATTACHMENTS:

1. Bidder's Agreement and required insurances
2. Original quotation from Span Systems, Inc.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve an agreement with Span Systems, Inc. for the fabrication and installation of two windscreen panels and overall tensile structure maintenance in the amount not to exceed \$12,500. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101-751.000-811.0000.

AGREEMENT OF Shain Park Tensile Structure Maintenance

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 Span Systems, a New Hampshire corporation, whose address is 90 Pine St., Manchester, NH, 03103, (hereafter referred to as Contractor) and the foregoing shall collectively be referred to as the parties.

WHEREAS, the City desires fabrication and installation of two wind screen panels and maintenance of the City's tensile structure at Shain Park, and in connection therewith has requested quotations for this work, and

WHEREAS, Span Systems, Inc. has unique and sole sourced qualifications that meet the project requirements and has provided a quotation to perform the fabrication and installation of two wind screen panels and overall maintenance of the tensile structure in Shain Park.

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 quotation, dated 10/27/21, ~~2022~~, which includes performing the fabrication and installation of two wind screen panels and overall maintenance of the tensile structure in Shain Park, shall be fully incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.

2. TERM: This Agreement shall have a term of 1 year from the date stated above. The City shall have the right to unilaterally terminate this Agreement on thirty (30) days written notice. In the event of termination, the Contractor shall receive compensation for services to the date the termination takes effect and the City shall be entitled to retain and use the results of all services prepared by the Contractor through such date.

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

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

5. INSURANCE SUBMISSION REQUIREMENTS: The Contractor has submitted proof to the City that it meets all City insurance requirements. Insurance, with coverage amounts at no less than the City's minimum requirements, must be held by the Contractor throughout the term of this Agreement. Certificates of insurance as stated below will be required no later than five (5) business days from the date of Contractor acceptance of the terms of this Agreement.

6. CONFIDENTIAL AND OR PROPRIETARY INFORMATION: The Contractor that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

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

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

9. NON-COMPLIANCE WITH INSURANCE REQUIREMENTS: Failure to deliver and maintain insurance in accordance with the terms of this Agreement will be cause for the City, by and through its City Manager, to terminate this Agreement, or at the City's option, the City may purchase on the open market such required insurance and shall be entitled to charge any additional cost to the Contractor, either by offset to any amounts due and owing Contractor for services

provided to the City, or, by separate bill and demand for payment. Nothing in this paragraph shall be deemed to create or be interpreted as establishing a "for cause" termination; Contractor agrees and understands that its engagement is at will and may be terminated by the City Manager for any cause or no cause.

10. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers and others working on their behalf against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on their behalf, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arise out of the acts, errors or omissions of the Contractor including its employees and agents, in the performance of this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.

11. STANDARD INSURANCE REQUIREMENTS:

The Contractor shall maintain during the life of this Agreement the applicable types of insurance coverage and minimum limits as set forth below:

A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractor Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined

single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. 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: Lauren Wood

Contractor: Span Systems, Inc.
90 Pine St.
Manchester, NH 03103
Attn: Steven Kolozsvary

13. COVID: The Contractor shall follow all of the City's COVID-19 safety protocols while on City property. Additionally, Contractor 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 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 the 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. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the above terms and conditions, and Contractor, by its authorized signature below, expressly accepts this Agreement upon the above provided terms and conditions contained in this Agreement as of the date first above written.

Contractor:
By: Stephen Kolozsvari
Its: PROJECT MANAGER

New Hampshire

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

Hillsborough

On this 19 day of MAY, 2022 before me personally appeared Stephen Kolozsvari, who acknowledged that with authority on behalf of Span Systems to do so he/she signed this Agreement.

Stephanie M. Doherty

Notary Public

Hillsborough County, Michigan New Hampshire

Acting in Hillsborough County, Michigan New Hampshire

My commission expires: _____

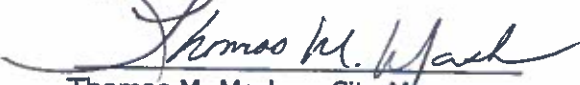
STEPHANIE M. DOHERTY
Notary Public - New Hampshire
My Commission Expires December 18, 2024

CITY OF BIRMINGHAM:

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


Lauren A. Wood, Director of Public Services
(Approved as to substance)


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


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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Brenda Buck CPCU, CIC, CPIW PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: brenda.buck@usi.com														
INSURED Span Systems, Inc. 90 Pine Street Manchester, NH 03103	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 480">INSURER A : Admiral Insurance Company</td> <td data-bbox="1433 453 1563 480">24856</td> </tr> <tr> <td data-bbox="816 480 1433 508">INSURER B : Granite State WC Manufacturers Trust</td> <td data-bbox="1433 480 1563 508">NONAIC</td> </tr> <tr> <td data-bbox="816 508 1433 535">INSURER C : Safety National Casualty Corp.</td> <td data-bbox="1433 508 1563 535">15105</td> </tr> <tr> <td data-bbox="816 535 1433 562">INSURER D : Ohio Casualty Insurance Company</td> <td data-bbox="1433 535 1563 562">24074</td> </tr> <tr> <td data-bbox="816 562 1433 590">INSURER E : Patriot Insurance Company</td> <td data-bbox="1433 562 1563 590">32069</td> </tr> <tr> <td data-bbox="816 590 1433 617">INSURER F :</td> <td data-bbox="1433 590 1563 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance Company	24856	INSURER B : Granite State WC Manufacturers Trust	NONAIC	INSURER C : Safety National Casualty Corp.	15105	INSURER D : Ohio Casualty Insurance Company	24074	INSURER E : Patriot Insurance Company	32069	INSURER F :	
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:\$5K GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CA00003087904	06/01/2021	06/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6643179	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$0	X	X	GX00000137504	06/01/2021	06/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC0120221003278-NH PRP4062109	01/01/2022	01/01/2023	☒ 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
D	Stored Materials Leased/Rented			BMO61444864	06/01/2021	06/01/2022	\$500,000 \$250,000

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

Blanket Additional Insured Status Where Required By Written Contract Prior To Occurrence or Loss Per Forms CG2010 04/13 and CG2037 04/13.

RE: Replacement of 2 PVC Architectural Fabric Panels-Shain Park, Birmingham MI. The City of Birmingham, (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Birmingham 851 S. Eton 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 
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DESCRIPTIONS (Continued from Page 1)

including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof are named as Additional Insured with respect to the General Liability and Automobile Liability policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner or manager of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

Effective Date: 06/01/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products-completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT OTHER THAN FOR NATIONAL HOMEBUILDERS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the “products-completed operations hazard”.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**New Hampshire Blanket Additional Insured –
Primary and Noncontributory
When Required in a Written Contract or Agreement**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

A. Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured in the Business Auto Coverage Form and **Section I – Covered Autos Coverages, Paragraph D.2. Who Is An Insured** in the Auto Dealers Coverage Form, are amended to include as an additional insured:

1. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
2. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":
 - a. Caused by an "accident", and
 - b. Resulting from the ownership, maintenance or use of a covered "auto".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law;
- b. Only applies if the contract or agreement is in effect during the policy period;
- c. Only applies if the "bodily injury" or "property damage" occurs after you and such party have executed the contract or agreement; and
- d. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section II – Covered Auto Liability Coverage, Paragraph C. Limit of Insurance in the Business Auto Coverage Form and **Section I - Covered Autos Coverages, Paragraph D.5. Limit of Insurance – Covered Autos Liability** in the Auto Dealers Coverage Form:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

C. The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

D. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCED COVERAGE (Commercial General Liability Coverage Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. AMENDED EXCLUSIONS

NON-OWNED WATERCRAFT COVERAGE - Up to 55 feet

SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion **g.** Aircraft, Auto or Watercraft, Paragraph (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 55 feet long; and
 - (b) Not being used to carry persons or property for a charge;

MEDICAL PAYMENTS – PRODUCTS-COMPLETED OPERATIONS HAZARD

SECTION I – COVERAGES – COVERAGE C – MEDICAL PAYMENTS Exclusion **f.** Products-Completed Operations Hazard is deleted in its entirety.

CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM EXCLUSION (LIMITED EXCEPTION FOR OPERATIONS AWAY FROM PROJECT LOCATION)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at any location for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Form;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

However, if the consolidated (wrap-up) insurance program does not provide coverage for your operations that are performed away from the location of the construction project, this exclusion will not apply.

II. AMENDED COVERAGES

KNOWLEDGE OF OCCURRENCE

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

Notice of an “occurrence” which may result in a claim under this insurance shall be given as soon as practicable after knowledge of the “occurrence” has been reported to you, one of your “executive officers”, or any “employee” authorized by you to give or receive notice of an “occurrence”.

UNINTENTIONAL ERRORS AND OMISSIONS

The following paragraph is added to Section IV – Commercial General Liability Conditions Paragraph 6. Representations:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

III. ADDED COVERAGES

PERSONAL PROPERTY OF OTHERS IN YOUR CARE, CUSTODY OR CONTROL – LIMITED COVERAGE

SCHEDULE

Sub-Limits of Insurance:

\$10,000 Each Occurrence (Included in the Each Occurrence Limit shown in the Declarations)

\$10,000 Aggregate (Included in the General Aggregate Limit shown in the Declarations)

The Sub-Limits of Insurance shown above are included within and not in addition to the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

Supplementary Payments will reduce the Each Occurrence and Aggregate Sub-Limits of Insurance shown above.

It is agreed COMMERCIAL GENERAL LIABILITY COVERAGE FORM - SECTION I – COVERAGE A Exclusion j. (4) is deleted, but only with respect to personal property of others in the care, custody or control of the Named Insured, subject to the following exclusions, conditions and limitations.

1. Exclusions

This insurance does not apply to:

- a. “Property damage” arising out of operations performed on behalf of the Named Insured by others;
- b. “Property damage” arising out of an “occurrence” at premises owned, rented, leased, operated, occupied or used by you;
- c. “Property damage” to property while in transit;
- d. “Property damage” arising out of any error, omission or deficiency in the design, specifications, workmanship or materials of the personal property in the Named Insured’s care, custody or control;
- e. “Property damage” arising out of delay, loss of market, loss of use, loss of profits, or any similar indirect or consequential loss of any kind;
- f. “Property damage” included within the “products-completed operations hazard”; or
- g. Damages exceeding the actual cash value of the personal property in the care, custody or control of the Named Insured at the time of the “occurrence.”

2. Conditions

Our right and duty to defend ends when we have used up the applicable sub-limit of insurance in the payment of judgments or settlements or Supplementary Payments under the insurance provided by this endorsement.

3. Limits of Insurance

- a. The amount we will pay for damages is limited as described below with respect to damages covered under this endorsement:
- (1) The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all damages because of “property damage”;
 - (2) The Each Occurrence Limit shown above is the most we will pay for the sum of all damages because of “property damage” arising out of any one “occurrence”;
 - (3) Supplementary Payments will reduce the Each Occurrence and Aggregate Limits of Insurance shown in the Schedule; and
 - (4) All sums we pay for damages or Supplementary Payments under this endorsement will reduce the Each Occurrence Limit and the General Aggregate Limit shown in the Declarations.

4. Other Insurance

This insurance is excess over any other valid and collectible Property or Inland Marine insurance available to you, either as a Named Insured or an Additional Insured, whether primary, excess, contingent or any other basis.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

(Insurance Services Office Endorsement CG 20 01 04 13)

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Insurance Services Office Endorsement CG 24 04 05 09)

SCHEDULE

Name Of Person Or Organization:

Any person or organization, but only if the following conditions are met:

- (1) You have expressly agreed to the waiver in a written contract; and
- (2) The injury or damage first occurs subsequent to the execution of the written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

CONTRACTUAL LIABILITY – RAILROADS
(Insurance Services Office Endorsement CG 24 17 10 01)

SCHEDULE

Scheduled Railroad: Any railroad, but only if the following conditions are met: a. You have expressly agreed to indemnify the railroad in a written contract entered into by you; and b. The injury or damage occurs subsequent to the execution of the written contract.	Designated Job Site: Any job site covered by this insurance where you are performing operations for or affecting a Scheduled Railroad.
---	--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
(WITH TOTAL AGGREGATE LIMIT FOR COVERAGES A, B AND C)

SCHEDULE

Designated Construction Projects: All construction projects covered by this insurance.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
However, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is \$5,000,000 .
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

IV. ADDITIONAL INSURED

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

(Insurance Services Office Endorsement CG 20 34 04 13)

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

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

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

(Insurance Services Office Endorsement CG 20 11 04 13)

SCHEDULE

Designation Of Premises (Part Leased To You):
--

All premises leased to you and covered by this insurance.

Name Of Person(s) Or Organization(s) (Additional Insured):

Any person or organization that is a manager or lessor of real property, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

(Insurance Services Office Endorsement CG 20 18 04 13)

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
Any person or organization that is a mortgagee, assignee or receiver for a premises shown in this Schedule, but only if coverage as an additional insured is required by a written contract or written agreement that is an “insured contract”, and provided the “bodily injury” or “property damage” first occurs, or the “personal and advertising injury” offense is first committed, subsequent to the execution of the contract or agreement.	All premises covered by this insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ADDITIONAL INSURED – TRADE SHOW SPONSOR – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is a sponsor of a trade show where you are operating a booth or displaying your product, but only:

1. For injury or damage occurring at the trade show; and
2. When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- while attending the trade show sponsored by this additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" and included in the "products-completed operations hazard".

- C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

(INSURANCE SERVICES OFFICE ENDORSEMENT CG 20 12 04 13)

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
Any state or governmental agency or subdivision or political subdivision that has issued a permit or authorization for operations performed by you or on your behalf.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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



Mr. Brendan McGaughey
Parks and Forestry Foreman
City of Birmingham
851 S. Eton St.
Birmingham, MI 48009
Via email: bmcgaughey@bhamgov.org

October 21, 2021
Updated October 27, 2021

RE: Replacement of 2 (Two) PVC Architectural Fabric Panels, Inspection, Re-Tensioning, Minor Repairs, and Power Washing of Fabric – Shain Park, Birmingham, MI

Dear Mr. McGaughey,

This is to provide a formal quotation and scope of work regarding your request to provide and install 2 (two) replacement fabric panels for the windscreen elements that were part of our overall Shain Park Tensile Structure design and installation in 2009. At the same time as the replacement panel installation we can also perform an inspection and re-tensioning as well as a power wash of the membrane.

SCOPE

Provide Replacement Panels: Pattern, fabricate, and ship 2 (two) replacement 'windscreen panels.' 10' x 7' 6" rectangular PVC/Polyester Architectural fabric panels same or equivalent of original material Ferrari Precontraint 1002 Fluotop T2, color: white, with cable pockets on four sides and appropriate reinforcing.

Included:

- Patterning, cutting and assembly of 2 (two) panels as per original design.
- PVC Coated catenary cables & clamps for installation
- Packing & Shipping

Excluded:

- Steel corner plates
- Steel mounting hardware

90 Pine St.
Manchester, NH 03103
Tel (603) 621-4090 Fax (603) 782-8476
www.spansystemsinc.com



SPAN SYSTEMS, INC.

Install Replacement Panels: Provide install tech(s), equipment, tools for complete installation of replacement 'windscreen' panels.

Included:

- Install tech to ensure correct pre-stress & catenary length.
- Removal of original panel if required.
- One year warranty on workmanship & materials.

Excluded:

- Disposal of original panel if required.

Inspection, Minor Repairs, Re-Tension: This structure has not been inspected or re-tensioned since installation approximately 12 years ago. Its performance over that time has been satisfactory. The pictures provided show the membrane appears to be in acceptable tension but it is apparent some design prestress has been lost through typical fabric elongation over time and winter loading cycles. Additional tension will be imparted possibly including raising the center ring. This will ensure the best possible performance in the future, and longest fabric life.

Included

- Detailed inspection and report. Recommendations for maintenance.
- Any minor repairs or small patching of fabric if needed.
- Tightening, reseating or replacement of faulty, damaged or missing hardware.
- Fabric tension analysis for conformance to design prestress.
- Adjustment of perimeter catenaries/corner plates as necessary, raising or adjustment of center ring as necessary.
- Aerial Lift

Excluded

- Any major repair or component replacement for larger issues discovered on site requiring time/equipment/parts not part of the above scope.

Power Washing of Structure: Trained technicians will clean the exterior of the structure using correct and appropriate washing pressure, nozzle distance and non-solvent cleaner as necessary. A 'best effort' will be made on the interior as well, including use of plastic to protect the interior lights lights – or to skip areas where it will not be possible to adequately protect the lights.



SPAN SYSTEMS, INC.

Included:

- Aerial lift
- Power washer – water source/hose bib to be provided by owner in reasonable proximity.

COST

Provide replacement panels:	\$	3,750.00
Installation of replacement panels (one day):	\$	4,250.00
Inspection, minor repairs, structural re-tensioning, Power washing (two days – must be done together with above tasks)	\$	4,500.00
Total	\$	12,500.00

Thank you for the opportunity to provide this proposal.

Stephen Kolozsvary

Stephen Kolozsvary
Project Manager
SPAN SYSTEMS INC.



MEMORANDUM

Engineering

DATE: July 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Scott Zielinski, Assistant City Engineer
Melissa Coatta, City Engineer

SUBJECT: 2022 Concrete Sidewalk Repair Program
Contract #8-22 (SW) Contract Award

INTRODUCTION:

Bids for the 2022 Concrete Sidewalk Repair Program #8-22(P) were opened on June 16, 2022. Two bids were received for consideration, and the Engineering Department is recommending award of the project to Luigi Ferdinandi and Sons Cement Company, Inc.

BACKGROUND:

The 2022 Concrete Sidewalk Repair Program is focused this year on Residential Area 5 of the City's Sidewalk Repair Program and Downtown 1B. Area 5 extends in general from Southfield Rd to Cranbrook Rd, and Maple Rd to 14 Mile Road. Area 1B of the downtown general extends from Old Woodward to Woodward, and from Maple Road to Ravine. This program also includes Oak Avenue Sidewalk at Greenwood Cemetery, Ann Street Sidewalk, and miscellaneous repairs throughout the City.

The Engineering Department opened and read bids on June 16, 2022. Two (2) bids were received, as listed on the attached summary. The City held a meeting with the lowest read bidder, Luigi Ferdinandi and Sons Cement Company, Inc., regarding the project scope and schedule.

Based on the results of the meeting with the bidder, the engineering department recommends awarding the sidewalk contract to Luigi Ferdinandi and Sons Cement Company, Inc.

Luigi Ferdinandi and Sons Cement Company, Inc. has past experience in 2020 with the City's sidewalk program, and has shown an understanding for the needs and expectations related to the program's scope of services, schedule, and coordination with both the residents and businesses.

Luigi Ferdinandi and Sons Cement Company, Inc. bid was for \$399,928.00. The letter recommending award of the project from our engineering consultant, Anderson, Eckstein & Westrick, Inc. (AEW) is attached for reference.

As is required for all of the City's construction projects, Luigi Ferdinandi and Sons Cement Company, Inc. has submitted a 5% bid security with their bid which will be forfeited if they do not provide the signed contracts, bonds and insurance required by the contract following the award by the City Commission.

LEGAL REVIEW:

The City's standard contract language was used for this bidding document. No legal issues exist based on documentation.

FISCAL IMPACT:

This project was budgeted for in the 2022/2023 budget across the General Sidewalk Fund, Major Street Fund, and Local Streets Fund. The project award will be funded by the following accounts:

Funding Account	Fund ID Number	Project Award
General Sidewalk	101-444.001-981.0100	\$ 326,687.21
Major Streets Fund	202-449.001-981.0100	\$ 41,851.88
Local Streets Fund	203-449.001-981.0100	\$ 31,388.91
	Total Costs	\$ 399,928.00

No Amendments to the 2022/2023 fiscal year budgets are required for this work as there are adequate funds in the General Sidewalk Fund, Major Street Fund, and Local Street Fund to accommodate this request.

PUBLIC COMMUNICATIONS:

Communication with the residents in the project area will include the general project announcement.

SUMMARY:

It is recommended that the 2022 Concrete Sidewalk Repair Program #8-22(P), be awarded to Luigi Ferdinandi and Sons Cement Company, Inc.

ATTACHMENTS:

- Primary Project Area Map – (one page)
- AEW Recommendation and Bid Summary – (7 pages)
- Copy of Spec Book – (184 pages)
- Signed copy of Section 120 and Section 130 of the Contract Documents – (5 pages)

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve and award the 2022 Concrete Sidewalk Repair Program #8-22(P), to Luigi Ferdinandi and Sons Cement Company, Inc., in the amount not to exceed \$399,928.00. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeting in the following accounts;

Funding Account	Fund ID Number	Project Award
General Sidewalk	101-444.001-981.0100	\$ 326,687.21
Major Streets Fund	202-449.001-981.0100	\$ 41,851.88
Local Streets Fund	203-449.001-981.0100	\$ 31,388.91
	Total Costs	\$ 399,928.00

2022 SIDEWALK PROGRAM 8-22 (SW)

Legend

-  Sidewalk Program Districts
-  Area 5
-  Area 1B
-  Oak St.
-  Ann St.
-  Granite Benches

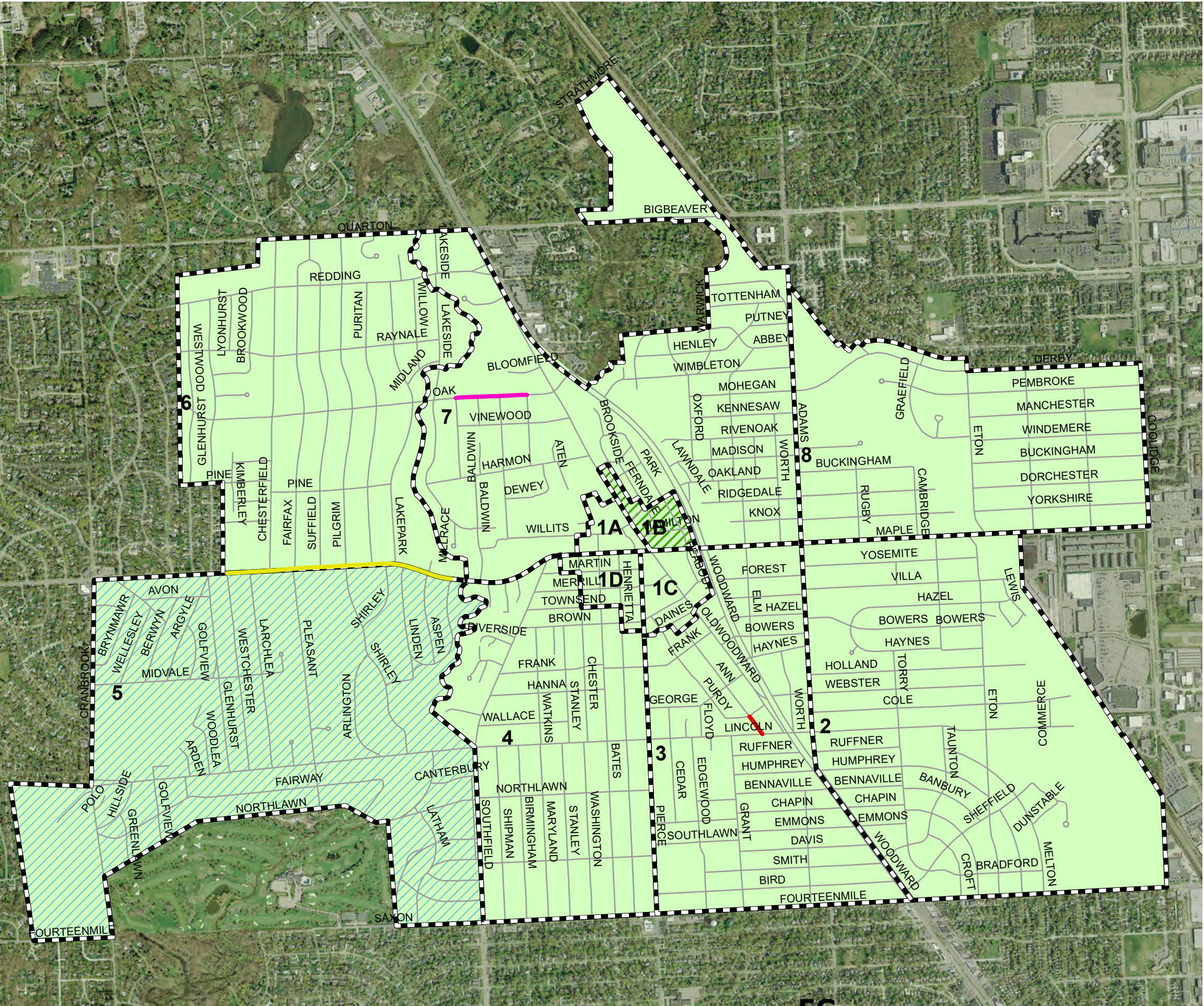


1 inch = 1,518 feet

Disclaimer: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey.

The data provided hereon may be inaccurate or out of date and any person or entity who relies on said information for any purpose whatsoever does so solely at his or her own risk.

Data Sources: Oakland County GIS Utility, City of Birmingham





ANDERSON, ECKSTEIN & WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road
Shelby Township, MI 48315

586.726.1234
www.aewinc.com

June 20, 2022

Scott Zielinski, P.E., Assistant City Engineer
City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Reference: 2022 Sidewalk Repair Program
City of Birmingham
Contract No. 8-22(SW)
AEW Project No. 0221-0055

Dear Mr. Zielinski:

Enclosed please find the tabulation of the bids received on June 16, 2022 for the above referenced project. Our office has reviewed the tabulation of the two (2) bids received and have attached to this correspondence for reference. In summary, bids received were as follows:

- | | |
|--|---------------|
| 1. Luigi Ferdinandi and Son Cement Company, Inc. | \$ 399,928.00 |
| 2. Italia Construction, Inc. | \$ 460,339.60 |

This project involves seven (7) phases of work summarized as follows:

Phase 1 – City Wide Scattered Concrete Repairs

This work will involve the replacement of pavement within the roadway and/or sidewalk at approximately 40 locations throughout the City where water main breaks or sewer repairs recently occurred or where water services or sanitary service leads were recently repaired or replaced.

Phase 2 – Sidewalk Replacement Program – Area 5

This work will involve the removal and replacement of concrete sidewalk flags within Sidewalk Maintenance Area No. 5 that have been identified as being in poor condition or deemed defective. Area No. 5 includes an area roughly bounded by Maple Road to the north, Southfield Road to the east, 14 Mile Road to the south and Cranbrook Road to the west. Defects encountered include cracked sidewalk, heaved or uneven sidewalk causing a trip hazard or sidewalks that may be holding water causing ice buildup in the Winter season.



Scott Zielinski, P.E.
June 20, 2022
Page 2

Phase 3 – Sidewalk ADA Ramp Program

This work will involve the removal of existing concrete sidewalk and sidewalk ramps at various locations within the Downtown district and placement of new sidewalk ramps in compliance with current Americans with Disabilities Act (ADA) requirements.

Phase 4 – Maple Road Granite Bench Concrete Pads

This work will involve the installation of 6-inch thick concrete pads at 16 locations along the Maple Road right-of-way from Southfield Road to the westerly City limits to provide for a granite bench. Locations were determined by the City of Birmingham as part of a study identifying the best locations for placement near bus stops, parks, open lawn area and major pedestrian crossings.

Phase 5 – Oak Avenue Sidewalk at Greenwood Cemetery

This work will involve the installation of new sidewalk along the north side of Oak Avenue along the frontage of Greenwood Cemetery. The installation of this sidewalk will connect with existing sidewalk on the north side of Oak Avenue at both ends of the cemetery filling a gap in the sidewalk network.

Phase 6 – Ice Arena Sidewalk Replacement

This work will involve the removal and replacement of defective sidewalk at the ice arena along with concrete joint repairs as required.

Phase 7 – Ann Street Sidewalk Replacement – Lincoln to Landon

The existing sidewalk along the west side of Ann Street from Lincoln to Landon abuts the back of the curb and does not meet current ADA requirements. Work for this phase involves removal and replacement of the existing sidewalk and reducing the width of Ann Street to accommodate for greenbelt between the street and sidewalk. Reducing the width of Ann Street will better align with the existing width of Ann Street north of Landon Street and will allow for the placement of a new sidewalk that meets current ADA requirements.

Luigi Ferdinandi and Son Cement Company (Luigi F) has completed numerous sidewalk replacement programs and concrete patch repair programs for several municipalities in Southeast Michigan and has completed several projects in the past administered by our office. In addition, Luigi F successfully completed the 2020 Sidewalk Repair Program for the City of Birmingham, administered by our office, which included sidewalk removal and replacement within Sidewalk Maintenance Area No. 3, concrete pavement repairs located throughout the City, several handicap ramp replacements in the Downtown district and bus stop pad installations. Our office has found Luigi F to be very knowledgeable of this type of work, well versed in ADA compliance with sidewalk replacement projects and have found their work to be of good quality.



Scott Zielinski, P.E.
June 20, 2022
Page 3

Therefore, based upon the bids submitted and past experience, we recommend that the 2022 Sidewalk Repair Program be awarded to Luigi Ferdinandi and Son Cement Company, Inc. of 16481 Common Road, Roseville, Michigan 48066 at their total bid amount of \$399,928.00.

If you have any questions or require any additional information, please feel free to contact me at any time.

Sincerely,

R. Ryan Kern, P.E.
Project Manager

Enclosures: Bid Tabulation

cc: James Surhigh, P.E., Consulting City Engineer, City of Birmingham
Chris Morton, Senior Engineering Technician, City of Birmingham



TABULATION OF BIDS
 2022 CONCRETE SIDEWALK
 REPAIR PROGRAM
 AEW PROJECT NO. 0221-0055

Prepared by: Anderson, Eckstein and Westrick, Inc.
 51301 Schoenherr Road
 Shelby Township, MI 48315

DATE: 6/16/2022
 TIME: 2:00 PM

BIDDER RANKING

RANK	BIDDER NAME	SUBTOTAL – 2022 CITY WIDE SCATTERED CONCRETE REPAIRS:	SUBTOTAL – 2022 SIDEWALK PROGRAM (AREA 5):	SUBTOTAL – 2022 SIDEWALK ADA RAMP PROGRAM:	SUBTOTAL WORK ITEMS – GENERAL WORK ITEMS:	SUBTOTAL WORK ITEMS – MAPLE ROAD GRANITE BENCH PADS:
1	Luigi Ferdinandi and Son Cement Company	\$ 109,700.00	\$ 37,000.00	\$ 67,530.00	\$ 62,000.00	\$ 12,450.00
2	Italia Construction, Inc.	\$ 119,376.00	\$ 31,312.50	\$ 82,264.00	\$ 106,800.00	\$ 10,655.00

RANK	BIDDER NAME	SUBTOTAL WORK ITEMS – OAK AVENUE SIDEWALK (GREENWOOD CEMETARY):	SUBTOTAL WORK ITEMS – ICE ARENA SIDEWALK REPLACEMENT:	SUBTOTAL WORK ITEMS – ANN STREET SIDEWALK REPLACEMENT:	TOTAL AMOUNT BID:
1	Luigi Ferdinandi and Son Cement Company	\$ 54,650.00	\$ 9,750.00	\$ 46,848.00	\$ 399,928.00
2	Italia Construction, Inc.	\$ 55,869.00	\$ 7,593.00	\$ 46,470.10	\$ 460,339.60



TABULATION OF BIDS
CITY OF BIRMINGHAM
2022 CONCRETE SIDEWALK
REPAIR PROGRAM
AEW PROJECT NO. 0221-0055

Luigi Ferdinandi and Son Cement Company, Inc
16481 Common Road
Roseville, Michigan 48066

Italia Construction, Inc.
57151 Deer Creek Court
Washington, Michigan 48094

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
WORK ITEMS - 2022 CITY WIDE SCATTERED CONCRETE REPAIRS							
1.	Earth Excavation	100	CYD	10.00	1,000.00	28.00	2,800.00
2.	Remove & Replace Concrete Curb & Gutter Match Existing Section	200	LF	50.00	10,000.00	53.00	10,600.00
3.	Remove & Replace 4" Concrete Sidewalk	1,600	SF	10.00	16,000.00	7.33	11,728.00
4.	Remove & Replace 6" Concrete Sidewalk/Ramp/Drive Approach	600	SF	11.00	6,600.00	8.83	5,298.00
5.	7" Concrete Pavement Repair – MDOT Type P1 Concrete	300	SYD	90.00	27,000.00	90.00	27,000.00
6.	9" Concrete Pavement Repair – MDOT Type P-NC Concrete	300	SYD	99.00	29,700.00	99.00	29,700.00
7.	Sidewalk Ramp Detectable Warning Plates	50	SF	50.00	2,500.00	83.00	4,150.00
8.	Subgrade Undercutting, 8" Limestone, MDOT 21AA	200	SYD	27.00	5,400.00	33.00	6,600.00
9.	Sawcutting	1,500	LF	2.00	3,000.00	3.00	4,500.00
10.	Utility Structure Cover Adjustment	5	EA	500.00	2,500.00	450.00	2,250.00
11.	Restoration, 3" Topsoil, Seed & Mulch	250	SF	4.00	1,000.00	23.00	5,750.00
12.	Traffic Control - Major Street Lane Closure	1	EA	5,000.00	5,000.00	9,000.00	9,000.00
SUBTOTAL – 2022 CITY WIDE SCATTERED CONCRETE REPAIRS:					109,700.00		119,376.00
WORK ITEMS – 2022 SIDEWALK PROGRAM AREA 5							
13.	Remove & Replace Concrete Curb or Curb & Gutter	100	LF	50.00	5,000.00	53.00	5,300.00
14.	Remove & Replace 4" Concrete Sidewalk	2,500	SF	10.00	25,000.00	7.33	18,325.00
15.	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach	250	SF	12.00	3,000.00	8.83	2,207.50
16.	Sawcutting for Curbs	100	LF	10.00	1,000.00	5.00	500.00
17.	Sidewalk Ramp Detectable Warning Plates	60	SF	50.00	3,000.00	83.00	4,980.00
SUBTOTAL – 2022 SIDEWALK PROGRAM (AREA 5):					37,000.00		31,312.50



TABULATION OF BIDS
CITY OF BIRMINGHAM
2022 CONCRETE SIDEWALK
REPAIR PROGRAM
AEW PROJECT NO. 0221-0055

Luigi Ferdinandi and Son Cement Company, Inc
 16481 Common Road
 Roseville, Michigan 48066

Italia Construction, Inc.
 57151 Deer Creek Court
 Washington, Michigan 48094

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
WORK ITEMS – 2022 SIDEWALK ADA RAMP PROGRAM							
18.	Earth Excavation	150	CYD	30.00	4,500.00	28.00	4,200.00
19.	Subgrade Undercutting, 8 inch Limestone, MDOT 21AA	20	CYD	60.00	1,200.00	33.00	660.00
20.	Remove Concrete Sidewalk/Ramp	1,800	SF	2.00	3,600.00	2.00	3,600.00
21.	Remove & Replace Concrete Curb or Curb & Gutter	100	LF	50.00	5,000.00	53.00	5,300.00
22.	4 inch Sidewalk/Ramp	1,500	SF	11.00	16,500.00	7.33	10,995.00
23.	9" Concrete Pavement Repair – MDOT Type P-NC Concrete	50	SYD	180.00	9,000.00	99.00	4,950.00
24.	6 inch Sidewalk/Ramp	300	SF	13.00	3,900.00	8.83	2,649.00
25.	4 inch Exposed Aggregate Sidewalk	250	SF	12.00	3,000.00	23.00	5,750.00
26.	6 inch Exposed Aggregate Sidewalk	50	SF	20.00	1,000.00	29.00	1,450.00
27.	Remove and Reuse Brick Pavers	250	SF	15.00	3,750.00	33.00	8,250.00
28.	Sidewalk Ramp Detectable Warning Plates	100	SF	50.00	5,000.00	83.00	8,300.00
29.	Utility Structure Cover Adjustment	4	EA	500.00	2,000.00	450.00	1,800.00
30.	Sawcutting for Curbs	100	LF	10.00	1,000.00	5.00	500.00
31.	Remove and Replace Signage	1	EA	500.00	500.00	500.00	500.00
32.	Sign Post, U-Channel	36	LF	30.00	1,080.00	10.00	360.00
33.	Caulking	500	LF	5.00	2,500.00	9.00	4,500.00
34.	Sealing Exposed Aggregate Concrete	1000	SF	2.00	2,000.00	7.00	7,000.00
35.	Restoration, 3" Topsoil, Seed & Mulch	500	SF	4.00	2,000.00	23.00	11,500.00
SUBTOTAL – 2022 SIDEWALK ADA RAMP PROGRAM:					67,530.00		82,264.00
WORK ITEMS – GENERAL WORK ITEMS							
36.	Bituminous Mixture No. 13 Wearing	100	TONS	250.00	25,000.00	435.00	43,500.00
37.	Handpatching, HMA 13A, Varying Thickness	100	TONS	250.00	25,000.00	435.00	43,500.00
38.	Inspector Crew Days	600	P/DAY	20.00	12,000.00	33.00	19,800.00
SUBTOTAL WORK ITEMS – GENERAL WORK ITEMS:					62,000.00		106,800.00
WORK ITEMS – MAPLE ROAD GRANITE BENCH PADS							
39.	Earth Excavation	35	CYD	30.00	1,050.00	33.00	1,155.00
40.	4 inch Aggregate Base	100	SYD	18.00	1,800.00	23.00	2,300.00
41.	6 inch Concrete Sidewalk	800	SF	12.00	9,600.00	9.00	7,200.00
SUBTOTAL WORK ITEMS – MAPLE ROAD GRANITE BENCH PADS:					12,450.00		10,655.00



TABULATION OF BIDS
CITY OF BIRMINGHAM
2022 CONCRETE SIDEWALK
REPAIR PROGRAM
AEW PROJECT NO. 0221-0055

Luigi Ferdinandi and Son Cement Company, Inc
 16481 Common Road
 Roseville, Michigan 48066

Italia Construction, Inc.
 57151 Deer Creek Court
 Washington, Michigan 48094

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
WORK ITEMS – OAK AVENUE SIDEWALK (GREENWOOD CEMETARY)							
42.	Earth Excavation	130	CYD	30.00	3,900.00	28.00	3,640.00
43.	4 inch Aggregate Base	425	SYD	18.00	7,650.00	33.00	14,025.00
44.	Relocate Tree	6	SF	500.00	3,000.00	900.00	5,400.00
45.	Relocate Sign	5	SF	100.00	500.00	500.00	2,500.00
46.	Remove Precast Paver Block Wall	20	SF	50.00	1,000.00	100.00	2,000.00
47.	4 inch Concrete Sidewalk	3500	SF	10.00	35,000.00	7.33	25,655.00
48.	Remove and Replace 6 inch Concrete Sidewalk	300	SF	12.00	3,600.00	8.83	2,649.00
SUBTOTAL WORK ITEMS – OAK AVENUE SIDEWALK (GREENWOOD CEMETARY):					54,650.00		55,869.00
WORK ITEMS – ICE ARENA SIDEWALK REPLACEMENT							
49.	Remove and Replace 6 inch Concrete Sidewalk/Ramp/Drive	600	SF	12.00	7,200.00	8.83	5,298.00
50.	Concrete Joint Repair	255	SF	10.00	2,550.00	9.00	2,295.00
SUBTOTAL WORK ITEMS – ICE ARENA SIDEWALK REPLACEMENT:					9,750.00		7,593.00
WORK ITEMS – ANN STREET SIDEWALK REPLACEMENT							
51.	Earth Excavation	10	CYD	30.00	300.00	28.00	280.00
52.	Earth Embankment	40	CYD	100.00	4,000.00	33.00	1,320.00
53.	Remove Concrete Sidewalk	140	SYD	18.00	2,520.00	23.00	3,220.00
54.	Remove Concrete Driveway	15	SYD	18.00	270.00	23.00	345.00
55.	Remove Concrete Pavement	181	SYD	18.00	3,258.00	25.00	4,525.00
56.	4 inch Concrete Sidewalk	770	SF	10.00	7,700.00	7.33	5,644.10
57.	6 inch Concrete Sidewalk/Ramp/Drive	1,200	SF	12.00	14,400.00	8.83	10,596.00
58.	Concrete Curb and Gutter, MDOT Detail F4	280	LF	50.00	14,000.00	63.00	17,640.00
59.	Restoration, 3" Topsoil and Sod	100	SYD	4.00	400.00	29.00	2,900.00
SUBTOTAL WORK ITEMS – ANN STREET SIDEWALK REPLACEMENT:					46,848.00		46,470.10
TOTAL AMOUNT BID:				\$	399,928.00	\$	460,339.60

2022 CONCRETE SIDEWALK REPAIR PROGRAM
CONTRACT #8-22(SW)



CITY OF BIRMINGHAM
ENGINEERING DEPARTMENT

AEW Project No. 0221-0055

Prepared By:



2022 CONCRETE SIDEWALK REPAIR PROGRAM

CONTRACT #8-22(SW)

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Supplemental Information:

2022 Sidewalk Program Area 5 Work Schedule (14 Pages)
2022 Scattered Concrete Pavement Repairs Work Schedule (1 Page)
2022 Scattered Concrete Pavement Repairs Location Map (1 Page)
2022 Handicap Ramp Program Plan Sheets (7 Pages)
Maple Road Granite Bench Pad Diagrams (18 Pages)
Oak Avenue Sidewalk Drawing (1 Page)
Ann Street Sidewalk Replacement Drawings (2 Pages)

MDOT Detail R-28-J (7 Pages)
MDOT Detail R-44-F (6 Pages)
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MDOT Detail M0240a (2 Pages)

Standard Details (2 Pages)

Sidewalk Ramp and Brick Pavers Detail (1 Sheet — 11" x 17")

PROPOSAL
2022 CONCRETE SIDEWALK REPAIR PROGRAM
CONTRACT #8-22(SW)

TO THE CITY OF BIRMINGHAM, MICHIGAN:

The undersigned, being familiarized with the local conditions affecting the cost of the work and the Contract Documents including all those sections listed in the Index, hereby proposes to perform everything noted herein and to provide and furnish all labor, materials, except as otherwise specified, necessary to construct and complete in a workmanlike manner all of the work required to be performed for the **2022 Concrete Sidewalk Repair Program, Contract #8-22(SW)** in conformance with the requirements shown or implied in the above contract documents all of which are hereby made a part of this contract at the following unit prices as here stated and further defined in the specifications.

Bidder has examined copies of all Contract Documents and of following addenda:

Date	Addendum Number
_____	_____
_____	_____
_____	_____

Bidder must write out in words the unit price of each item on the line provided under each pay item.

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – 2022 CITY WIDE SCATTERED CONCRETE REPAIRS					
1.	Earth Excavation	100	CYD		
2.	Remove & Replace Concrete Curb & Gutter Match Existing Section @_____	200	LF		
3.	Remove & Replace 4" Concrete Sidewalk @_____	1,600	SF		

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
4.	Remove & Replace 6" Concrete Sidewalk/Ramp/Drive Approach @_____	600	SF		
5.	7" Concrete Pavement Repair – MDOT Type P1 Concrete @_____	300	SYD		
6.	9" Concrete Pavement Repair – MDOT Type P-NC Concrete @_____	300	SYD		
7.	Sidewalk Ramp Detectable Warning Plates @_____	50	SF		
8.	Subgrade Undercutting, 8" Limestone, MDOT 21AA @_____	200	SYD		
9.	Sawcutting @_____	1,500	LF		
10.	Utility Structure Cover Adjustment @_____	5	EA		
11.	Restoration, 3" Topsoil, Seed & Mulch @_____	250	SF		
12.	Traffic Control - Major Street Lane Closure @_____	1	EA		
SUBTOTAL – 2022 CITY WIDE SCATTERED CONCRETE REPAIRS				\$ _____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – 2022 SIDEWALK PROGRAM AREA 5					
13.	Remove & Replace Concrete Curb or Curb & Gutter @_____	100	LF		
14.	Remove & Replace 4" Concrete Sidewalk @_____	2,500	SF		
15.	Remove & Replace 6" Concrete Sidewalk//Ramp/Drive Approach @_____	250	SF		
16.	Sawcutting for Curbs @_____	100	LF		
17.	Sidewalk Ramp Detectable Warning Plates @_____	60	SF		
SUBTOTAL – 2022 SIDEWALK PROGRAM (AREA 5)				\$_____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – 2022 SIDEWALK ADA RAMP PROGRAM					
18.	Earth Excavation @_____	150	CYD		

19.	Subgrade Undercutting, 8 inch Limestone, MDOT 21AA @_____	20	CYD		
20.	Remove Concrete Sidewalk/Ramp @_____	1,800	SF		
21.	Remove & Replace Concrete Curb or Curb & Gutter @_____	100	LF		
22.	4 inch Sidewalk/Ramp @_____	1,500	SF		
23.	9" Concrete Pavement Repair – MDOT Type P-NC Concrete @_____	50	SYD		
24.	6 inch Sidewalk/Ramp @_____	300	SF		
25.	4 inch Exposed Aggregate Sidewalk @_____	250	SF		
26.	6 inch Exposed Aggregate Sidewalk @_____	50	SF		
27.	Remove and Reuse Brick Pavers @_____	250	SF		
28.	Sidewalk Ramp Detectable Warning Plates @_____	100	SF		

29.	Utility Structure Cover Adjustment @_____	4	EA		
30.	Sawcutting for Curbs @_____	100	LF		
31.	Remove and Replace Signage @_____	1	EA		
32.	Sign Post, U-Channel @_____	36	LF		
33.	Caulking @_____	500	LF		
34.	Sealing Exposed Aggregate Concrete @_____	1000	SF		
35.	Restoration, 3" Topsoil, Seed & Mulch @_____	500	SF		
SUBTOTAL – 2022 SIDEWALK ADA RAMP PROGRAM				\$ _____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – GENERAL WORK ITEMS					
36.	Bituminous Mixture No. 13 Wearing @_____	100	TONS		
37.	Handpatching, HMA 13A, Varying Thickness @_____	100	TONS		
38.	Inspector Crew Days _____ DAYS	_____	DAYS	\$600.00	
SUBTOTAL – GENERAL WORK ITEMS				\$ _____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – MAPLE ROAD GRANITE BENCH PADS					
39.	Earth Excavation @_____	35	CYD		
40.	4 inch Aggregate Base @_____	100	SYD		
41.	6 inch Concrete Sidewalk @_____	800	SF		
SUBTOTAL – MAPLE ROAD GRANITE BENCH PADS				\$ _____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – OAK AVENUE SIDEWALK (GREENWOOD CEMETARY)					
42.	Earth Excavation @_____	130	CYD		
43.	4 inch Aggregate Base @_____	425	SYD		
44.	Relocate Tree @_____	6	SF		
45.	Relocate Sign @_____	5	SF		
46.	Remove Precast Paver Block Wall @_____	20	SF		
47.	4 inch Concrete Sidewalk @_____	3500	SF		
48.	Remove and Replace 6 inch Concrete Sidewalk @_____	300	SF		
SUBTOTAL – OAK STREET SIDEWALK				\$ _____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – ICE ARENA SIDEWALK REPLACEMENT					
49.	Remove and Replace 6 inch Concrete Sidewalk/Ramp/Drive @_____	600	SF		
50.	Concrete Joint Repair @_____	255	SF		
SUBTOTAL – ICE ARENA SIDEWALK				\$ _____	

No.	ITEMS FOR BID	QTY	UNITS	UNIT PRICE	AMOUNT
WORK ITEMS – ANN STREET SIDEWALK REPLACEMENT					
51.	Earth Excavation @_____	10	CYD		
52.	Earth Embankment @_____	40	CYD		
53.	Remove Concrete Sidewalk @_____	140	SYD		
54.	Remove Concrete Driveway @_____	15	SYD		

55.	Remove Concrete Pavement @_____	181	SYD		
56.	4 inch Concrete Sidewalk @_____	770	SF		
57.	6 inch Concrete Sidewalk/Ramp/Drive Approach @_____	1,200	SF		
58.	Concrete Curb and Gutter, MDOT Detail F4 @_____	280	LF		
59.	Restoration, 3" Topsoil and Sod @_____	100	SYD		
SUBTOTAL – ANN STREET SIDEWALK				\$ _____	

TOTAL BID: \$ _____

TOTAL BID (WRITE OUT IN WORDS):

Accompanying this proposal is a certified check, bid bond or bank draft in the amount of five (5) percent of the total bid, payable to the City of Birmingham, Michigan, which it is agreed will be forfeited to the City of Birmingham if the undersigned fails to enter into a contract in conformity with the form of contract incorporated herein, and furnish bonds and insurance as specified within twenty-one (21) days after the contract is awarded to the undersigned or withdraws this bid within sixty (60) days of the date hereof.

In submitting this bid, it is understood that the right is reserved by the City of Birmingham, Michigan to reject any or all bids.

The undersigned hereby agrees to execute a contract with the City of Birmingham, Michigan according to the forms attached hereto and furnish the required bonds, all within twenty-one (21) days after the award of the contract; and will fully complete all work as stated under TIME OF COMPLETION and LIQUIDATED DAMAGES in Supplemental Instructions to Bidders.

The Bidder will identify the business entity as individuals, or if doing business under assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of persons executing proposal and bid.

Contractor's Name _____

Street Address _____

City _____ County _____

State/Zip Code _____

Email Address _____

Telephone _____ Fax _____

Date _____

Signed by _____

Print Name: _____

Title: _____

If a corporation, give state in which incorporated: _____

Witnessed: _____

Print Name: _____

Name of Superintendent _____

Supervision & time sequence according to the General Requirements

Give below at least three (3) references as to ability to do work proposed.

Name _____ Address _____

Firm _____ Telephone _____

Name _____ Address _____

Firm _____ Telephone _____

Name _____ Address _____

Firm _____ Telephone _____

Give below the last five (5) projects worked on, including those currently in progress, in chronological order. The names need not all be different from those listed above:

Project #1: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #2: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #3: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #4: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Project #5: Name of Project: _____

Date Started _____ Finished _____

Name _____ Address _____

Firm _____ Telephone _____

Give below all the subcontractors to be used on the project: If additional space is necessary, please use the back of this page. Should the contractor wish to use any subcontractors that are not on this list after award, the contractor shall submit a written request to the Engineer and obtain authorization for same, prior to proceeding. All subcontractors not listed must receive written approval from the City of Birmingham, prior to working on this project.

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

Name _____ Address _____

Firm _____ Telephone _____

Type of Work to be Performed: _____

END OF SECTION

2022 CONCRETE SIDEWALK REPAIR PROGRAM - #8-22(SW)

CONTRACT

THIS AGREEMENT made the _____ day of _____, 2022, by and between the CITY OF BIRMINGHAM, Oakland County, Michigan, hereinafter called the “City”, and _____ of the City of _____, County of _____, State of Michigan, hereinafter called the “Contractor”, relative to Contract No. 8-22(SW), otherwise known as: 2022 CONCRETE SIDEWALK REPAIR PROGRAM in the amount of \$ _____ to wit:

1. The documents consisting of RFP, including all exhibits and the General Contract Conditions, and the Bid shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding upon both parties hereto. In the event that there is a conflict between these documents, this Agreement shall control, then the RFP, and then the Bid.

2. The Contractor shall furnish all labor, materials and appliances necessary, and to all the work as set forth in the Proposal, and in accordance with the plans and specifications, which have been made a part of this agreement in a manner, time and place, as therein set forth.

- a. The Contractor shall provide a Performance Bond, which form is attached hereto and incorporated herein by reference to protect the City, and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and terms hereof.
- b. The Contractor shall provide a Payment Bond which form is attached hereto and incorporated herein by reference for the protection of the claimants as defined in MCL §129.201(6) to supply labor or materials to the principal Contractor or his Subcontractor and the prosecution of the work provided for in this contract.

3. Time is of the essence of this agreement. All of the work to be performed by the Contractor shall be completed on or before the Time of Completion, as set forth in the Supplemental Instructions to Bidders. The Contractor shall pay to the City as liquidated damages, the amount per day as set forth under Liquidated Damages in the Supplemental Instructions to Bidders, for each calendar day after the date specified under Time of Completion that the work to be performed by the Contractor is not completed. Liquidated damages are established because of the difficulty in ascertaining actual damages which the City might sustain, and are not intended as a penalty.

4. The City promises and agrees to pay said Contractor for all labor, materials and appliances supplied, and for all work performed under this agreement at the unit prices provided in the attached Proposals and Specifications.

5. For the faithful performances of the terms of this agreement, said parties respectively bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the parties execute this agreement as of the day and year first written above.

CITY OF BIRMINGHAM

Attest _____

City Clerk

Witnessed _____

Rosanna Snigge
Rosanna Snigge
witness

APPROVAL (1.135 City Code)

Thomas H. Hester
City Manager as to Substance

Marj M. Kucharsch
City Attorney as to Form

Kimberly Wickenhiser
Asst Director of Finance as to Financial Obligation

Christina A. Cross
City Engineer

By: _____

Mayor

By: *Luigi V. Ferdinandi*

Luigi Ferdinandi & Son
Contractor

Convent Co. Inc.



2022 CONCRETE SIDEWALK REPAIR PROGRAM - CONTRACT #8-22(SW)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned

_____ as Principal,
and _____ as Sureties,
are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
_____ Dollars (\$_____), in lawful
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns this _____ day of
_____, 20____.

WHEREAS, the above bounded Principal has entered into a certain written contract with
the above named City of Birmingham, Michigan dated _____ day of _____, 20____ for the
construction of _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein,

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder of the specifications accompanying the same shall in anywise affects its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental
damage to other property for a period of one (1) year following final acceptance of the work, then this
obligation shall be void, otherwise the same shall remain in full force and effect.

This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:

_____	_____
_____	_____

	Principal

2022 CONCRETE SIDEWALK REPAIR PROGRAM – CONTRACT #8-22(SW)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ of the _____
hereinafter called the “Principal” and _____
_____ hereinafter called the “Surety”, are held and firmly bound unto those
persons known as “Claimants”, as defined in MCL §129.206(6) supplying labor or materials to the
Principal or his subcontractors and the prosecution of the work provided for in a certain Contract by and
between the City of Birmingham and the Principal in the sum of
_____ Dollars
(\$ _____), in lawful money of the United States, for the payment whereof, we bid
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally this
_____ day of _____, A.D., 20__.

WHEREAS, the above named Principal has entered into a Contract with the CITY OF
BIRMINGHAM, MICHIGAN dated the _____ day of _____, A.D., 20__,
wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials _____

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions of Act
No. 213 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of
Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all persons or
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal contractor or
his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of
this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:

_____	_____
_____	_____

	Principal

	Surety

To: CITY OF BIRMINGHAM
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted: _____

Date Received: _____

REQUEST FOR PARTIAL PAYMENT

Partial Payment Request # _____

The undersigned (the "Contractor") hereby requests payment for work performed on the 2022 CONCRETE SIDEWALK REPAIR PROGRAM-(#8-22SW) for the period beginning _____ and ending _____. Attached is an itemized list of completed quantities delivered to date.

During the above period, did Contractor incur additional costs for labor or materials because the bid package was missing important information? _____ (if yes, you must provide details of the additional costs and the missing information).

During the above period, did Contractor incur additional costs for labor or materials because the bid package contained information that was not true? _____ (if yes, you must provide details of the additional costs and the untrue statements).

During the above period, did Contractor incur additional costs for labor or materials because the site conditions were different from what you expected? _____ (if yes, you must provide details of the additional costs and the site conditions, both what you expected and what you encountered).

During the above period, did Contractor incur additional costs for labor or materials because of any reasons not mentioned above? _____ (if yes, you must provide details of the additional costs and the reasons the same were incurred).

The above does not include additional work through work directives issued by the City of Birmingham as described on the attached or as covered by an agreed basis of payment attached. _____.

Contractor hereby certifies, represents and warrants that all suppliers, subcontractors and employees have been paid in full for all materials and labor provided on the job during the above period. Contractor certifies, represents and warrants that there have been no change orders issued or requested during the above period, except for the following: _____.

Contractor certifies, represents and warrants that Contractor will never request payments, other than the request made in this form, for any work performed or materials provided during the above period, except for the following unresolved items: _____.

Attached are the following documents
Further detailing the above.

1. _____
2. _____
3. _____

Contractor:

(Company or Contractor Name)

(Signature of Officer of the Company)

Type or Print Name and Title

CONTRACTOR'S AFFIDAVIT

To: CITY OF BIRMINGHAM
151 MARTIN ST.
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001

Date Submitted _____

Date Received _____

REQUEST FOR FINAL PAYMENT

Payment Request # _____

The undersigned _____
Name of Contractor

hereby represents that on _____ he/she (it) was awarded a contract by
Date

The City of Birmingham hereafter called the Owner to _____, in accordance with the terms and conditions of Contract No. 8-22(SW), Contract Name 2022 CONCRETE SIDEWALK REPAIR PROGRAM; and the undersigned further represent that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his/her (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that if any such claim should hereafter arise, he/she (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts on this ____ day of _____, 20__.

Company or Contractor Name: _____

Signature of Officer of Company: _____

Type or Print Name and Title: _____
Name Title

Subscribed and sworn to before me, a Notary Public in and for _____ County,

Michigan on this _____ day of _____, 20_____.

_____, Notary Public

My commission expires: _____

SWORN STATEMENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

_____, being duly sworn, deposes and says that
_____ is the Contractor for an
improvement to the following described real property situated in the County of Oakland, City of
Birmingham, State of Michigan, described as follows:

in accordance with the general requirements of the Contract by and between the CITY OF BIRMINGHAM
and _____ the following is a statement of each subcontractor, supplier and laborer for the
payment of wages or fringe benefits and withholdings is due but unpaid with whom the
(contractor)(subcontractor) has (contracted) (subcontracted) for the performance under the contract with the
CITY OF BIRMINGHAM, and that the amounts due to the persons as of the date hereof are correctly and
fully set forth opposite their names as follows:

Amount of Laborer, Fringe Benefits and Withholdings Due but Unpaid							
Amount of Laborer Wages							
Amount Currently Owning							
Amount Already Paid							
Total Contract Price							
Type of Improvement Furnished							
Name of Subcontractor Supplier or Laborer							

TOTALS

The contractor has not procured material from, or subcontracted with, any person other than those set forth above, and owes no money for the improvement other than the sums set forth above.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor) or as _____ of the (contractor)(subcontractor) for the purpose of representing to the CITY OF BIRMINGHAM that the Payment Bond for labor and materials is free from claims for the possibility of claims except as specifically set forth above.

Deponent further says that he or she is a duly authorized representative of the (contractor)(subcontractor) and has been authorized to give this release of all claims against the City arising under or by virtue of contract _____ dated _____.

Deponent

Subscribed and sworn to before me

this _____ day of _____
20____

Notary Public

_____ County, Michigan

My Commission Expires:

WORK DIRECTIVE

From: CITY OF BIRMINGHAM Time: _____ Date: _____
151 MARTIN
P.O. BOX 3001
BIRMINGHAM, MI 48012-3001 Work Directive No. _____

To: Contractor: _____

Name and # of Contract: _____

The following changed condition(s) is recognized by the City of Birmingham for the above referenced Contract. In order to ensure continuation of the progress of the contract this work directive is issued for the following work described below:

The basis for payment will be: _____ Written Quotation from the contractor.

_____ Unit Bid Prices _____ Time and Material

_____ Other (describe) _____

A written quotation shall include a detailed description of the tasks involved and the expected timetable to be completed along with a firm quotation for cost.

A time and material basis for work shall be supplemented with agreed quantities and prices between the contractor's field representative authorized to act on behalf of the contractor and the city inspector. It also shall be backed up by unit prices for time, material and equipment supplied to the City in a timely manner. Should this information not be readily available, it shall be provided the following day or a basis for payment shall be agreed to in writing within 24 hours of agreeing to a time and material work directive.

Any other basis shall be approved by all parties in writing before starting work. Should a utility cause the delay, names and approval shall be obtained if possible by their agent.

Approved:

Contractor Supt. Date City Inspector Date City Engineer Date

ADVERTISEMENT
2022 CONCRETE SIDEWALK REPAIR PROGRAM
CONTRACT #8-22(SW)
BIRMINGHAM, MICHIGAN

Sealed proposals endorsed 2022 Concrete Sidewalk Repair Program, Contract #8-22(SW), Birmingham, Michigan" will be received from Contractors at the Office of the City Clerk of the City of Birmingham, Michigan, until **2:00 p.m., Thursday, June 16, 2022**. The proposals will be opened and publicly read aloud outside of the main entrance to City Hall at that time. Bids submitted after the exact time specified for receipt will not be considered.

The contract will cover work during the 2022 construction season. The project will consist of replacing approximately 12,800 sq. ft. of concrete sidewalk, sidewalk ramps and driveway approaches, approximately 600 ft of concrete curb and gutter, approximately 800 sq. ft. of concrete pads for bench placement and approximately 400 sq. yds. of concrete pavement replacement in various locations throughout the City, plus other miscellaneous work to make a complete project.

Bidding documents may be obtained beginning **Thursday, June 2, 2022** through the City of Birmingham Engineering Department, located at 151 Martin Street, Birmingham, MI 48009 (248-530-1850). Complete sets of bidding documents may be obtained for a nonrefundable fee of \$30.00 each if picked up from the above location, \$35 if mailed. Bidding documents may also be sent in PDF format by email or mailed on disc for \$15.00. Payment shall be in the form of a check made payable to the City of Birmingham, which must be received prior to mailing of plans and specifications. Bidding documents may also be shipped by Federal Express, upon receipt of the \$30.00 payment noted above, and a Federal Express number to charge shipping costs to.

Bidding documents for the project may be also obtained through the Michigan Inter-Governmental Trade Network (MITN), which may be accessed online at <https://www.bidnetdirect.com/mitn>. Vendors wishing to obtain copies of the bidding documents will need to register through the MITN website.

The successful bidder shall be required to post bonds, and to comply with the contract requirements of the City Charter. Bids are firm, and no bid may be withdrawn for a period of sixty (60) days after opening of bids.

Procurement for the City of Birmingham will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Birmingham. The City reserves the right to reject any and all bid proposals, to waive any irregularity in any of the bid proposals submitted, and to accept any proposal which it shall deem to be the most favorable to the interest of the City.

A certified check or bid bond in the amount of five percent (5%) of the base bid must accompany each bid proposal.

Alexandria Bingham
CITY CLERK

Published in:
Birmingham Eccentric,
MITN

**SECTION 301
SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

1.01 TIME OF COMPLETION

- A. The Contractor shall plan to begin physical work (removing existing concrete) on or before Monday, **July 18, 2022**. Contract preparations prior to this date, such as paperwork, pre-construction meeting, ordering materials, and mobilization prior to this date are encouraged.
- B. The Contractor shall have the project substantially completed by **November 15, 2022**, including all restoration and punch list work. Substantial completion shall be defined as all pavement materials being placed, all landscaping work completed, all greenbelt areas restored to final grade with topsoil and sod, or seed and mulch, and all debris and temporary signing removed from the work site(s). The Contractor shall have all work on the project finally completed by **November 30, 2022**.

1.02 LIQUIDATED DAMAGES

- A. The contractor shall pay to the City of Birmingham as liquidated damages, the sum of six hundred dollars (\$600) per day for each calendar day after the time period specified under “Time of Completion” that the work to be performed by the contractor is not completed. Liquidated damages in this amount shall also apply for each day that the project is not substantially complete beyond the date specified under “Time of Completion”, regardless of the actual time work began. Liquidated damages are established to compensate the City and the public, for the costs of the inconvenience caused by the contractor by extending the work beyond the time specified. Liquidated damages are in place of actual damages, which the City of Birmingham might sustain, and are not intended as a penalty.
- B. For the purpose of determining Liquidated Damages, the Contract Time for work shall be increased proportionally to increases in contract value (if any) for this portion of the work provided that the following conditions are met:
 - 1. Increase in contract value is greater than 10% of the base bid;
 - 2. The parties have not adjusted the Contract Time by other mutually agreeable means such as an executed change order;
 - 3. Adjustments in time on account of unusual weather shall be made in accordance with Section 108.08.D. of the 2020 MDOT Standard Specifications for Construction. The Contractor shall submit a written request for a time extension due to unusual weather conditions, along with supporting documentation, within fourteen (14) days after the last day of the calendar month in which the delay occurred. Failure to notify the City within this time limit shall constitute a waiver of claim for a time extension on account of unusual weather.

1.03 SCHEDULE SUBMITTAL

- A. The Contractor shall submit their preliminary construction schedule within twenty-one (21) days of the award of this Contract, along with the signed contract, and required bonds and insurance certificates.

1.04 SCHEDULING

- A. There are several phases to this project. The phases of the project shall be completed in the following order:

- a. Sidewalk ADA Ramp Program
 - b. City Wide Scattered Concrete Repairs
 - c. Sidewalk Program – Area 5
 - d. Ann Street Sidewalk Replacement
 - e. Oak Street Sidewalk
 - f. Ice Arena Sidewalk Replacement
 - g. Maple Road Granite Bench Pads
- B. Due to various events that can occur in the downtown area, the Contractor shall provide advance notice to the Engineer prior to scheduling any work for the ADA Ramp Program.

1.05 SPECIAL NOTE

- A. The Birmingham City Commission has expressed concern regarding the poor barricading at open sidewalk locations, unnecessary damage to lawns and marred sidewalk surfaces in past sidewalks programs.
- B. The Contractor will be required to provide barricades and lights strictly in accordance with the specifications. Unnecessary damage to lawns will not be tolerated. Equipment such as trucks, heavy tractors, and backhoes or tractors with pads, used for breaking concrete, shall not be used on established lawns. Also, the contractor will be held responsible to protect finished sidewalks from all surface marring, whether or not such marring is accidental or intentional. The City will not accept damaged sidewalk.
- C. The Contractor shall attempt to keep their work sites as neat and clean as possible. The Contractor will be required to clean and remove any overpour and concrete slurry splatter on adjacent pavements, buildings, cars, etc.

1.06 QUESTIONS REGARDING THE CONTRACT DOCUMENTS

- A. All questions about meaning or intent of Contract Documents shall be submitted to the Engineer in writing. Address written inquiries to:

R. Ryan Kern, P.E.
Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, Michigan 48315

Phone: 586-854-5044
Fax: 586-726-8780
Email: rkern@awinc.com

- B. Replies will be issued by Addenda mailed or delivered to all parties recorded by as having received Contract Documents for Bidding. Questions received less than five (5) days prior to date for opening of Bids will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Any Addendum issued during pre-bid period shall be included in Bid, shall become part of Contract Documents, and shall be acknowledged on Bid Form.

1.07 HOURS OF WORK

- A. Typically, work of this nature is allowed six (6) days a week, from 7:00 A.M. to 7:00 P.M., Monday through Saturday, excluding major holidays, such as Labor Day and Thanksgiving Day.

1.08 CONTRACTOR SUPERVISION

- A. The Contractor shall have a competent superintendent or foreman available at all times, authorized to act for the contractor as agent on the work, who thoroughly understands the plans and specifications, and who shall receive instructions from the Engineer. The superintendent or foreman shall be responsible for all subcontractors. The superintendent or foreman shall be designated by name prior to commencement of the work, and shall be available ON SITE for proper management of the project for the duration of the contract, regardless of whether or not the contractor or subcontractors are engaged in activity on the project.

1.09 WORK AREA

- A. The contractor for this project shall be alert to the fact that the work areas are very visible to the public, and that his work operations have a direct impact on a large number of people on a daily basis. The work shall be organized to reduce the number of work days on each street to a minimum. Also, the contractor shall keep his work area as clean and dust-free as practical at all times.

1.10 STORAGE AREA

- A. The Contractor shall be responsible to provide their own storage and/or disposal area(s) for pavement removals and excavated material on a daily basis at no additional cost to the owner. The Contractor shall not use City streets for temporary storage of excavated materials or removed pavements, and the City does not currently have any other sites available for material storage by the Contractor.

1.11 OVERNIGHT EQUIPMENT PARKING

- A. Equipment that will be used on a daily basis may be parked on the streets near where the work is in progress. Equipment shall be moved on a regular basis so that it does not become a burden to any particular street. The Contractor may park one (1) large tool truck at the City's Department of Public Services (DPS) yard overnight at their own risk. Although the DPS yard is fenced and locked at night, there is no guarantee that break-ins and theft or damage to Contractor's property will not occur. No dumping or storage of excavated spoils or removed concrete will be allowed in the DPS yard.

1.12 COOPERATION WITH OTHER ENTITIES

- A. The Contractor may encounter other contractors within the work area. Other contractors may include, but not be limited to utility contractors, sewer or water contractors, and building contractors. The Contractor shall be expected to cooperate and plan work so as to avoid conflict and disruption of the work plan of other entities. If work of outside parties is causing disruption or delay to the Contractor's planned work, the Contractor shall notify the Engineer so that mediation and resolution between the parties can be achieved expeditiously.
- B. The Contractor is notified that the City plans to hire a sawcutting specialist that will be operating small work crews within the designated Sidewalk Area #5. Such work will involve sawing off trip hazards on sidewalks located on the same streets where more

seriously damaged sidewalks are being repaired under this Contract #8-22(SW). The Contractor shall cooperate and plan work with the sawcutting contractor to ensure that both groups can work as expeditiously as possible, without undue interference of either operation being kept to a minimum.

1.13 STATEMENT OF QUANTITIES

- A. The quantities indicated in the proposal are the engineer's estimate of quantities required for the project, and bids will be computed, reviewed, analyzed and compared using these quantities. While these quantities have been estimated with as much accuracy as practical beforehand, they should not be construed as defining, or limiting the amount of work to be performed under this Contract, but rather as information furnished to bidders as an approximate estimation of the work items, and as a basis for comparing bids.

END OF SECTION

**SECTION 310
GENERAL INSTRUCTIONS TO BIDDERS**

1.01 CONTRACT PRICE

- A. Proposals are solicited on the basis of unit prices and/or lump sum prices which are to be clearly set forth in the Proposal Form. The final contract price on the accepted proposal will be determined by multiplying the number, or fraction thereof, units of work actually performed, or labor, material, or appliances actually supplied by the price designated for such items in the proposal. The total bid figure on the proposal form is merely for purposes of estimating and comparing costs, and under no circumstances on unit price contracts does it constitute or imply the total contract price.

1.02 FORM OF PROPOSAL

- A. All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the City Engineering Department.
- B. All prices stated in the proposals must be plainly written in figures.
- C. All information called for on the proposal must be furnished to enable a fair comparison of the bids.
- D. The place of residence of each bidder, or the official address in the case of a firm or company, with county and state, must be given with the signature.
- E. Each proposal must be enclosed in a sealed envelope addressed to the City Clerk of the City of Birmingham, and endorsed upon the outside with the name of the project, as it appears in the advertisement for bids.

1.03 CONFORMITY TO PLANS AND SPECIFICATIONS

- A. Proposals must be made in full conformity to all the conditions, as set forth in the plans and specifications for the work now on file in the office of the City Engineer.

1.04 AGENCY

- A. Anyone signing a proposal as agent of another or others, must submit with the proposal, legal evidence of his authority to do so.

1.05 LEGAL STATUS OF BIDDER

- A. The legal status of the bidder, that is, as a corporation, a partnership or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give title of the official having authority under the bylaws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

1.06 CERTIFIED CHECK, BIDDER'S BOND OR BANK DRAFT

- A. Each proposal must be accompanied by a certified check, bidder's bond or bank draft in an amount not less than five (5) percent of the total price, drawn to the order of the City of Birmingham, as a guarantee of good faith on the part of the bidder and subject to the conditions stipulated in the proposal form.
- B. No proposal shall be withdrawn for a period of sixty (60) days after the date set for the opening of bids.

- C. A single check, bond or draft may serve to cover two (2) or more alternative proposals when such alternative proposals are submitted by the same bidder.
- D. The bid deposit of all except the three (3) lowest bidders will be returned within three (3) weeks after the opening of bids. The bid deposit of the three (3) lowest bidders will be returned within two (2) weeks after the contract has been executed by both parties.

1.07 OBLIGATION TO EXECUTE CONTRACT

- A. The bidder whose proposal is accepted will be required to execute the contract, and to furnish sureties hereafter specified, within twenty-one (21) days after receiving notice of such acceptance; and in case of his refusal or failure to do so, he shall be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the contract may be awarded to another.

1.08 BONDS

- A. The successful bidder will be required to furnish two (2) bonds, each on the forms provided as follows:
 - 1. A Performance Bond in an amount not less than 100% of the contract price in favor of the City of Birmingham, conditioned upon the faithful performance of the contract, and completion on or before the date specified.
 - 2. A Payment Bond for labor or material running to the claimants, which is defined in MCL §129.206 as those persons supplying labor or materials to the principal contractor or subcontractors in the prosecution of the work provided for in this contract in an amount not less than 100% of the contract price for the protection of those persons supplying labor, materials or both.
- B. The cost of all bond premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required bonds.

1.09 INDEMNITY

- A. The Contractor shall indemnify the City of Birmingham in accordance with the INDEMNITY section set forth in the General Requirements.

1.10 INSURANCE

- A. The Contractor shall not commence work under this contract until he has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Birmingham. The cost of all insurance premiums is incidental to the other work on this project and shall be included in the Contractor's bid price(s) for the work. No additional or separate payment shall be made to the Contractor for providing the required insurance coverage.
 - 1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - 2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000 per occurrence combined single limit,

- Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$3,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement starting the following shall be Additional Insureds. The City of Birmingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any coverage that may be available to the additional insured, whether any other available coverage be primary, contributing or excess.
 5. **Pollution Liability Insurance:** The Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
 6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
 7. **Owners Contractors Protective Liability:** The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.
- B. **Proof of Insurance Coverage:** The Contractor shall provide the City of Birmingham at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below:
1. Two (2) copies of Certificate of Insurance for Workers' Compensation;
 2. Two (2) copies of Certificate of Insurance for Commercial General Liability;
 3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 4. Original policy, or original binder pending issuance of policy, for Owners Contractors Protective Liability Insurance;
 5. If so requested, Certified Copies of all policies mentioned above will be furnished.
- C. **Coverage Expiration:** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least ten (10) days prior to the expiration date.

- D. **Maintaining Insurance:** The Contractor also agrees to provide all insurance coverage as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement, the City of Birmingham may, at its option, purchase such coverage from the contract amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

1.11 EXAMINATION OF SITE

- A. It is expected that each bidder will make a personal examination of the entire site of the proposed work, and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling and storing of construction equipment and materials, and concerning other conditions which may affect his work.

1.12 LEGAL CONDITIONS

- A. Bidders are notified that they should acquaint themselves with the various provisions in the laws of the State of Michigan, and in the ordinances and regulations of the City of Birmingham and Oakland County, with respect to the carrying on of public improvements.

1.13 BIDDER'S ABILITY

- A. It is the intention of the City to award the contract for this job to a contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner, and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for at least three (3) references concerning his ability to do this particular class of work, and a reference list of the last five (5) projects, including those not completed or currently being performed. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If the contract is awarded to a foreign company, a certificate of authority to do business in this state must accompany executed contract.

1.14 PAYMENTS

- A. Partial payments will be made monthly to the Contractor during the satisfactory progress of the working accordance with the Payments section of the General Requirements.

1.15 RIGHT TO ACCEPT, REJECT AND TO WAIVE DEFECTS

- A. The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal, if it appears advantageous to the City to do so.
- B. In particular, any alterations, erasure or interlineation in the Specifications which are made a part, specifically, of these instruments, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanation, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal form and referred to therein.
- C. Proposals which are clearly unbalanced, will also be considered as irregular, and will be subject to instant rejection by the City.

END OF SECTION

SECTION 400
GENERAL REQUIREMENTS

1.01 DEFINITION OF TERMS

- A. The intent and meaning of words and expressions, or pronouns used in their stead, occurring in these specifications or in other contract documents, shall be interpreted as described under Section 101.03 Definitions of Terms of the Current Standard Specifications for Construction adopted by the Michigan Department of and Transportation, with the following additions or exceptions:
 - 1. City - The corporation of the City of Birmingham, Michigan
 - 2. Commission - The Commission of the City of Birmingham, Michigan, and any other board, body, official or officials to which or to whom the powers belonging to the said Commission shall, by virtue of any act or acts, hereafter passed or be held to appertain.
 - 3. Engineer - The person holding the position or acting in the capacity of City Engineer of the City of Birmingham, Michigan, acting either directly or through his properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
 - 4. Directed, required, permitted, etc. - Whenever in the specifications the words “as directed”, “as required”, “as permitted”, or words of like effect are used, it shall be understood that the direction, requirements or permission of the Engineer is intended; similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean approved by, or acceptable, or satisfactory to the Engineer.

1.02 INTENT OF THE PLANS, SPECIFICATIONS AND CONTRACT

- A. The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon, and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, and shall perform all operations required to complete the work in accordance with the specifications, and the lines, grades and cross sections provided for on the plans, or by authorization.

1.03 EXTRA WORK

- A. No extra work shall be started, or extra material furnished, until such extra work or furnishing of extra material is authorized in writing by the Engineer.
- B. The price for such extra work or material must be approved by the Engineer. Said price may be a unit price, a lump sum price, or if the Engineer so elects, the work shall be done on a force account basis, which will be paid for in the following manner:
 - 1. For all labor, teams and foremen in direct charge of the specific work, the Contractor shall receive the actual rate of wage paid for each and every hour that said labor, teams and foremen are actually engaged in such work, plus 20% of the sum thereof.
 - 2. For materials and supplies, the Contractor will receive the actual cost of such materials delivered on the work, including freight charges, as shown by original receipted bills, plus 15% of the sum thereof.
 - 3. For any machinery and equipment owned or rented by the Contractor, which it may be deemed necessary or desirable to use on extra work, the Contractor will be paid at the actual charge-out rate, if reasonable, for his own equipment, or at the actual rental price paid, if

reasonable, for rented equipment for each and every hour that such equipment is used on the work, to which sum 15% will be added.

4. Bond premium, workmen's compensation insurance, personal injury public liability and property damage public liability insurance, unemployment compensation, and Federal Social Security will be paid for at actual cost, to which sum 15% will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance.
5. The compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done by force account, and the said percentages shall cover profit, superintendence, general expense, overhead, and the use of small tools and equipment for which no rental is allowed.

1.04 ALTERATION IN CHARACTER OF WORK

- A. Should the Contractor encounter, or the Engineer encounter, during the progress of the work, sub-surface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, the Engineer's attention shall be called immediately to such conditions before they are disturbed. The Engineer shall thereupon investigate the conditions, and if he finds that they materially differ from those shown on the plans and indicated in the specifications, he shall at once make such changes in the plans and/or specifications, as he may find necessary.

1.05 COORDINATION OF SPECIFICATIONS AND PLANS

- A. In case of discrepancy, written figures shall govern over numerals, figured dimensions shall govern over scaled dimensions, plans shall govern over standards specifications, supplemental specifications shall govern over standard specifications and plans, and special provisions shall govern over supplemental specifications.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications, but the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

1.06 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; and all questions as to the satisfactory and acceptable fulfillment of the terms of the contract by the Contractor.

1.07 INSPECTION

- A. Inspectors may be appointed and directed to inspect all materials used, and all work done. The inspection may extend to all parts of the work, and to the preparation or manufacture of the materials for use in the work. The Inspectors will not be authorized to revoke, alter, enlarge or relax any of the provisions of these specifications, nor to change the plans in particular. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe. In case of any dispute arising between the Contractor and the Inspector as to the materials furnished, or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the

Contractor of the responsibility of completing the work in accordance with the plans and specifications.

- B. The Engineer and his duly authorized Inspector, shall at all times have the right to enter the premises upon which the work under this contract is being done, and to inspect said work and to ascertain whether or not the construction is carried out in accordance with the terms of the contract or specifications; and the Contractor shall render all necessary assistance and provide all reasonable facilities and give ample time for such inspection.

1.08 SUPERVISION

- A. The Contractor shall give his personal supervision to the faithful prosecution of the work. In case of his absence, he shall have a competent superintendent or foreman on the work site whom shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work, and every part thereof in conformity with this contract. He shall also have full authority to supply material and labor immediately.
- B. The Contractor's supervisor shall be responsible to act on behalf of the Contractor. This includes being present or available at all times, making decisions on behalf of the Contractor and Subcontractor, scheduling, monitoring work progress on a continued basis, communicating with City representatives, etc. His name shall be submitted prior to the start of work, with all appropriate ways of contacting him. He shall remain the responsible Contractor's representative throughout completion of the project, including any subcontract work associated with this contract. If it is necessary to replace this person, it shall have the approval of the Engineer.

1.09 TIME AND SEQUENCE OF WORK

- A. The Contractor shall adhere to the phased schedule as provided in Section 301 Supplemental Instructions to Bidders, Part 1.04.A. The Contractor shall have control over the sequence of the execution within each phase of the work to be done under this contract, and over the methods of accomplishing the required results with the exception of any special provisions as stated in the contract.
- B. The Engineer may, however, make such reasonable requirements as may in his judgment be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements the Contractor shall strictly conform.
- C. The Contractor shall submit a written work plan prior to starting construction. This shall include a written schedule, critical path or equal, to focus in on the date required for completion. This schedule must be updated periodically (not to exceed two (2) weeks) if it becomes necessary to modify the plan. This does not relieve the Contractor of the responsibility to complete the contract according to contractual stipulations. Any modification to the time schedule must obtain prior written approval from the Engineer.
- D. Once the Contractor has mobilized, the Contractor must execute the contract in a continuous, expeditious manner, and may not suspend prosecution of work without written permission of the Engineer.

1.10 RELATION TO OTHER CONTRACTORS

- A. The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him.
- B. Should a contract for adjoining work be awarded to another Contractor, and should the work on one of these contracts interfere with that of the other, the Engineer shall decide which Contractor

shall cease work for the time being, and which shall continue, or whether the work of both contracts shall continue at the same time and in what manner. In case territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, equipment or materials, as he may adjudge to be necessary or expedient, and in the best interest of the City. Any decision which the Engineer may make as to method and time of conducting work or the use of the territory shall not be made the basis of any claim for damage, but an extension of time may be claimed if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between the Contractor and other Contractors or workmen of the City in regard to adjoining work, shall be determined and adjusted by the Engineer.

1.11 CONSTRUCTION STAKES

- A. The location, alignment, elevation and grade of the work will be determined by the Engineer, who will set such stakes as are necessary to properly mark these elements. The Contractor shall assume full responsibility for detail dimensions and elevations measured from the lines, grades and elevations so established.
- B. The Engineer may require the Contractor, at the Contractor's expense, to provide such masts, scaffolds, batterboards, straightedges, templates or other devices as may be necessary to facilitate laying out, inspecting and constructing the work.
- C. The Contractor shall exercise proper care in the preservation of all stakes set for his use, or for the use of the Engineer, and if such stakes are injured, lost or removed by the Contractor's operations, the cost of resetting may be charged to the Contractor. The Department will be responsible for the accuracy of lines, slopes and grades established by the City, except that the Contractor shall not take advantage of any obvious errors or omissions.

1.12 SOIL CONDITIONS

- A. The Contractor shall make his own determination of the soil conditions and he shall complete the work in whatever materials, and under whatever conditions he may encounter or create, without extra cost of the City.

1.13 MATERIALS FURNISHED BY THE CITY

- A. When specified, the City of Birmingham may furnish materials at no cost to the Contractor. All other materials necessary to complete the project shall be furnished by the Contractor.
- B. Materials to be furnished by the City will be at the Department of Public Works Yard at Eton Road and Holland Avenue. The Department of Public Works will require the Contractor to provide a written authorization from the Engineer before releasing any materials. The Contractor shall load and transport all such materials from the Department of Public Works Yard to the construction site, at his own expense.
- C. The City may, at its discretion, furnish to the Contractor, any materials, supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials, supplies or transportation so furnished.

1.14 STORED MATERIAL

- A. Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted by the City, or by other Contractors in the City employ, or with street drainage, fire hydrants, or with access thereto, and

not to hinder any more than may be necessary the ordinary pedestrian or vehicular traffic of the streets. Such material shall be stored in such a manner as to facilitate inspection.

1.15 REJECTED MATERIAL

- A. If any materials used in the work, brought upon the ground, or selected for use in the work shall be condemned by the Engineer on account of bad or improper workmanship, or as being unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove from the work or its vicinity, without delay, all such rejected or condemned material of whatever kind. Upon failure to do so within forty-eight (48) hours after having been so directed by the Engineer, the condemned material may be removed by the City and the cost of said removal deducted from any money that is then due, or that may thereafter become due to the Contractor. No payment shall be made until such materials, work or workmanship has been removed and proper materials and workmanship substituted therefore.

1.16 WATER SUPPLY

- A. Water for construction purposes may be taken from the City mains, at no charge, subject to the rules of the City Water Department. Special approval of the Engineer must be obtained prior to the opening of any fire hydrant.
- B. The Contractor shall provide for his employees an adequate supply of drinking water taken from the City mains.

1.17 SANITARY REGULATIONS

- A. Necessary convenience, properly secluded from public observation, shall be constructed where needed for the use of laborers on the work. Such conveniences shall be located, constructed and maintained, subject to the approval of the Engineer and the collections therein shall be removed at such times, and to such places as he shall direct. The Contractor shall obey and enforce such sanitary regulations as may be prescribed by the County Health Department.

1.18 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses and pay all charges and fees necessary and incident to the due and lawful prosecution of the work. Unless otherwise stated in these contract documents, there will be no charge for any permits required by the City of Birmingham.

1.19 LAWS AND ORDINANCES

- A. The Contractor shall keep himself fully informed of all local ordinances and regulations, state and national laws in any manner affecting the work herein specified. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with, said ordinances, laws and regulations, and shall protect and indemnify the City and its duly authorized officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, etc.
- B. The Contractor shall obey and abide by all the laws of the State of Michigan and of the Federal Government relating to the employment of labor on public work and all Charter provisions and ordinances of the City of Birmingham regulating or in respect to public improvements.
- C. The Contractor and his Subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, because of sex, race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

1.20 PROPERTY AND SURVEY MONUMENTS

- A. Before any monuments or stakes marking the boundaries of property along or near the work are removed or disturbed, the Contractor shall notify the Engineer in sufficient time so that they can be properly located and reset.
- B. All precautions shall be taken to avoid disturbance of permanent survey monuments of any City, County or State authority, and when any of these are disturbed or destroyed, the Contractor shall restore them to the satisfaction of such authority and shall pay all costs incurred by such authority in connection therewith.

1.21 BUILDING AND OTHER STRUCTURES ENCOUNTERED

- A. Full responsibility shall be assumed by the Contractor for the protection of all buildings and other structures, public or private, including tracks, pavements, driveways, curbs, poles, signs, hydrants, underground pipes and conduits and other structures of every sort that may be encountered in or adjacent to the work.
- B. Wherever settlement or lateral movement of structures might occur, adequate underpinning or other means of support shall be installed. Where necessary, such support shall be installed in advance of construction.

1.22 PROTECTION TO TREES AND SHRUBBERY

- A. The Contractor shall take all prudent and feasible measures that will reduce or eliminate the impacts of development and construction on City owned trees. Trees or shrubbery shall be surrounded by protective cushioning, posts or fencing before construction work begins, if, in the judgment of the Staff Arborist, such precautions are necessary. Further detailed information is included in the supplemental specifications section of the contract if applicable.

1.23 DUST CONTROL

- A. All Contractors working on projects that require removal of the paved surface during construction shall provide dust control as directed by the Engineer, at no additional cost to the City. When weather conditions are such that dusty conditions can be created, the Contractor shall be prepared to take action. When dry conditions are declared by the Engineer, the Contractor shall have a water truck and calcium chloride on site at all times, to be applied as needed. The Contractor shall be pro-active with respect to applying dust control measures as needed.

1.24 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall restore, at his own expense, any and all public or private property damaged or injured in consequences of any act or omission on his part, or on the part of his employees or agents, to a condition similar and equal to that existing before such damage or injury was done. If the Contractor neglects to repair or make restoration, the Engineer may, after forty-eight (48) hours written notice to the Contractor, proceed to make such repairs or restoration, and will deduct the cost thereof from any monies that are or may become due the Contractor.

1.25 RESPONSIBILITY FOR DAMAGE TO WORK

- A. The Contractor shall protect his work and materials from damage, due to the nature of the work, the action of the elements, the carelessness of other contractors, or from any cause whatsoever, until the completion and acceptance of the work. Should any damage occur, he shall repair or replace it at his own expense, and complete the work to the satisfaction of the Engineer.

1.26 INDEMNITY

- A. To the fullest extent permitted by law, the CONTRACTOR and any entity or person for whom the CONTRACTOR is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and any others working on behalf of the CITY OF BIRMINGHAM against, any and all claims demands, suites, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or other working on behalf of the CITY OF BIRMINGHAM.

1.27 INSURANCE

- A. The Contractor shall comply with the INSURANCE requirements set forth in the General Instructions to Bidders.

1.28 PUBLIC TRAVEL

- A. The Contractor shall at no additional compensation make suitable and adequate provisions, unless otherwise authorized by the Engineer, for the safe and free passage of persons and vehicles by, over or under the work while it is in progress.
- B. The Contractor shall obtain permission from the Engineering Department to close or block any street. The Contractor shall notify the Engineering Department at least four (4) hours before closing or blocking any street.

1.29 PUBLIC SAFETY

- A. The Contractor shall furnish, erect and maintain a good and sufficient fence, railing or barrier around all exposed portions of his work, to effectively prevent any accident in consequences of his operations and to protect the work. Such fences, railings and barriers shall be illuminated from sunset to sunrise by suitable and sufficient lights, flares or torches, in such a manner as to make them clearly visible to approaching pedestrians and/or traffic.
- B. When equipment and materials are located within the construction site, or within any public right-of-way, the public shall be safe-guarded by suitable and sufficient signs, lights, barricades or other means furnished and maintained by the Contractor.
- C. If any portion of the work is not properly barricaded, signed or lighted by one-half (1/2) hour after sunset, the necessary barricades, signs and lights may be placed by the City and all costs to the City for such work will be charged to the Contractor. The furnishing, erection and maintenance of barricades, signs and lights by the City will not relieve the Contractor of his responsibility for the protection of traffic and the work.
- D. The Contractor shall provide such traffic regulators and watchmen as are necessary to insure safe and convenient travel by the public and to protect the work.
- E. Barricades, signs and lights shall be erected in accordance with the provisions of the Michigan Manual of Uniform Traffic Control Devices.

1.30 MAINTAINING SERVICE TO DRAIN, WATER MAINS, ETC.

- A. The Contractor shall maintain in continuous and effective service all drains, sewers, watercourses and water mains touched during the progress of the work. If it should become necessary to temporarily divert or obstruct the flow of any watercourse or drain, written consent must first be obtained from the Engineer, and then the Contractor shall assume full responsibility for the consequences.

1.31 NOTIFICATION OF UTILITIES

- A. The Contractor shall notify all utilities of his intention to excavate or otherwise cause any underground disturbance, by calling MISS DIG at least three (3) full working days before commencing such excavating or disturbances.
- B. The rights are reserved to both the City and to the owners of public utilities or franchises to enter upon the work for the purpose of making repairs to their installations and making changes in their installations necessitated by the work.

1.32 SUBLETTING OR ASSIGNING

- A. The Contractor shall perform without subletting, at least twenty-five (25) percent of the work provided for in this contract, computed on the basis of cost.
- B. The subletting of any portion of the contract work shall be subject to approval by the Engineer, but such approval shall not relieve the Contractor of responsibility for the work of such Subcontractors who likewise shall be bound by all pertinent provisions of these specifications. Before any work is sublet, the Contractor shall satisfy the Engineer that the proposed Subcontractor is suitably equipped and experienced in that kind of work, and that he has proper financial resources to enable him to carry it out.
- C. No assignment by the Contractor of any principal construction contract or any part thereof, or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the approval of the Engineer, and the Surety has been given due notice of such assignment in writing.
- D. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials.

1.33 DISCHARGE OF EMPLOYEES

- A. The Contractor shall employ only competent, skillful persons to do the work. Whenever the Engineer notifies the Contractor in writing that, in their opinion, any employee on the work is incompetent, impertinent, disobedient, unfaithful, disorderly or otherwise unsatisfactory, that employee shall be discharged from the work and shall not again be employed on it except with the written consent of the Engineer.

1.34 PROSECUTION OF WORK

- A. The Contractor shall begin work in accordance with the detailed progress schedule after execution of the Contract by the City. He shall prosecute the work in the order given in the progress schedule, with force and equipment adequate to complete the major items, portions, or sections within the time limit therein fixed for completion. In case of failure to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work

is not being prosecuted in such manner as to insure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to bring the work up to the progress schedule; with or without notice to the Surety, place such working force and equipment on the work and charge the Contractor the cost of the labor and such rental and depreciation rates for the plant and equipment as in his judgment is reasonable, and for such time as the plant and equipment are in service.

1.35 EXTENSION OF TIME

- A. If the Contractor is obstructed or delayed in the prosecution or completion of the work by reason of the neglect, delay or default of any other Contractor having a contract with the City for adjoining or contiguous work; by reason of any damage that may happen thereto by the unusual action of the elements; by reason of the abandonment of the work by the employees in a general strike; the Contractor shall have no claim of damages for any such cause or delay. He shall, however, be entitled to such extension of the time specified for the completion of the work as the Engineer shall determine to be just and proper, provided however, that such claim for such extension of time is made by the Contractor in writing to the Engineer within one (1) week from the time when any such cause for delay occurs.

1.36 SUNDAY AND HOLIDAY WORK

- A. No work shall be done on Sundays, or upon any days celebrated as holidays by the City of Birmingham, except in case of emergency, or to protect work from damage or injury. All Sunday or holiday work must have prior written approval of the Engineer.

1.37 NIGHT WORK

- A. No work shall be carried on from 7:00 p.m. to 7:00 a.m., except in case of emergency, or to protect from damage or injury work that has already been done. All night work must have the prior written approval of the Engineer. This provision does not apply to work covered under the provision entitled "shutting off water".

1.38 MEASUREMENT OF QUANTITIES

- A. Quantities of work completed under the contract will be measured by the Engineer according to United States standard measures. When material is measured by weight in tons, the unit shall be the ton of two thousand (2000) pounds.
- B. All longitudinal measurements for area of base courses, surface courses and pavements will be made along the actual surface of the roadway. For all transverse measurements for area of base courses, surface courses and pavement, the dimensions used in calculating the pay area shall be the neat dimensions provided in the plans or by authorization.
- C. Structures will be measured according to neat lines provided on the plans or by authorization.
- D. All materials which are specified for measurement by the cubic yard "Loose Measure" will be measured at the location where used on the project under construction, unless otherwise provided.

1.39 CLEANING UP

- A. Upon completion of the actual work of construction, the Contractor shall clean up and leave in a neat condition all the premises which he has occupied during the construction period.
- B. Before the time of the final estimate, the Contractor shall remove from the premises, debris, rubbish and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such a manner as the Engineer may require.

- C. Before leaving the grounds, the Contractor shall replace and put in good repair all fences, telephone poles and lines, roadways and other property that may have been damaged by him in the progress of the work.

1.40 ENVIRONMENTAL PROTECTION

- A. Contractor shall at all times be responsible to insure that no chemicals, pollutants or other harmful or hazardous materials are spilled, discharged or otherwise released into the environment or onto City property, rights-of-way or into the storm or sanitary systems. Should such a release occur, Contractor shall immediately take action to extract the contaminants and prevent further exposure and damage. Contractor shall immediately contact the City and all other required governmental agencies to assess and determine the necessary and appropriate remediation activities. Contractor shall be responsible for all costs and damages stemming from the release including, but not limited to, the cost to remove and dispose of the contaminant, repair/replace/restore the affected areas, and all costs incurred by the City or governmental agency in response.

1.41 UNNOTICED DEFECTS

- A. Any defective work or material that may be discovered by the Engineer before the final acceptance of the work, or before final payment has been made, shall be removed and replaced by work and material which conform to the specifications. Failure to neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

1.42 FINAL INSPECTION

- A. As soon as practicable, after the completion of all the work covered by the Contract, the Engineer shall make the final inspection of the work. If the work is found to comply with all the terms of the Contract plans and specifications, the Engineer shall accept the completed work with reasonable promptness. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor as to the particular defects to be remedied before final acceptance.
- B. If within a period of ten (10) days after such notification the Contractor has not taken steps to speedily complete the work as outlined by the Engineer, the Engineer may, without further notice to the Contractor and without in any way impairing the Contractor, make such arrangements as he may deem necessary to have the work completed in a satisfactory manner. The cost of so completing the work may be deducted from any monies due, or which may become due the Contractor.
- C. Use by the City or public of all or any part of the work before acceptance shall not be construed as acceptance of the part used.

1.43 PAYMENTS

- A. Partial payments will be made monthly on the basis of the value of work completed during the estimated period, less the percentages retained as specified herein, provided the work is progressing in accordance with the progress schedule, provided the contract provisions are being fulfilled, and provided the time of completion has not elapsed.
- B. The Contractor shall be responsible to submit requests for partial payments in writing by completing the Request for Partial Payment form supplied in the contract and/or by the City with the attached appropriate quantities as measured or estimated by the Superintendent.
- C. Request for Final Payment shall be made by an officer of the company submitting final quantities to the Engineer based upon the value of the work performed and materials completed in

accordance with the contract. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, "Contractor's Affidavit", stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.

- D. If the Contractor fails to submit a request for a payment, as specified, the Engineer may at his (her) discretion prepare a Contractor's Estimate for such payment.
- E. When submitting a request for partial or final payment, the Contractor shall complete the appropriate forms as included in Section 140 of the Contract. When requesting a partial payment, the Contractor shall submit the "Request for Partial Payment" form and the "Sworn Statement" form. When requesting final payment, the Contractor shall complete the "Request for Final Payment" form and the "Sworn Statement" form.
- F. When the Contractor determines that work will need to be completed outside of the specified pay items, the "Work Directive" form shall be submitted to the Engineer and approved prior to said work commencing.
- G. Except as hereinafter provided, the City will retain ten (10) percent from the partial payments of the amount earned up to fifty (50) percent of the Contract price. After fifty (50) percent of the Contract work is in place, the City will not hold additional retainage, unless the Engineer determines that the Contractor is not making satisfactory progress. If the Engineer determines the Contractor is not making satisfactory progress, the City may retain up to ten (10) percent of the value of the work over fifty (50) percent of the Contract price.
- H. After final acceptance of the Contract work by the Engineer, he shall process a final estimate for the total amount due the Contractor, less the total amount of all previous payments. Except as hereinafter provided, the total amount due the Contractor shall include interest earned on retained amounts from partial payments.
- I. Prior to final payment, and as a condition thereto, the Contractor shall furnish the City with a duly executed, notarized, affidavit or certificate, stating that all bills and claims have been satisfied, except as stated therein, and a release of all claims against the City arising under and by virtue of this Contract.
- J. In case evidence exists that all bills with respect to the work have not been paid in full, the Engineer may retain out of any amounts due the Contractor, sufficient sums to cover all such unpaid bills.
- K. Except as hereinafter provided, and at the City's option, a dispute regarding the percent retained from partial payments or regarding payment of interest on retained amounts, shall be settled in accordance with the provisions of Act 524 of the Public Acts of Michigan for 1980.
- L. For a Contract having a dollar value of less than \$30,000.00, or a Contract having three (3) months or less between the date of the Contractor and the Contract Time of Completion:
 - 1. The City will retain ten (10) percent of the amount earned from partial payments.
 - 2. The City will not pay interest on amounts retained from partial payments.
 - 3. The provision to settle disputes in accordance with Act 524 will not apply.

1.44 SETTLEMENT OF DISPUTES

- A. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suite in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be

settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suite in the Oakland County Circuit Court or the 48th District Court.

1.45 MAINTENANCE AND GUARANTY

- A. The Contractor shall guarantee all the work furnished under this Contract against all defects in workmanship and materials, and incidental damage to other property, for a period of one (1) year following the date of the final acceptance of the work by the City. The Performance Bond shall fully cover all guarantees contained in this article.

1.46 CONFLICT OF INTEREST

- A. The Contractor shall not directly or indirectly employ or otherwise use a City official of the City of Birmingham in conjunction with this contract. If subsequent to entering into the Contract a City official, a spouse, child or parent shall become directly or indirectly interested in the contract, the City shall have the right to terminate the contract without further liability if the disqualification has not been removed within thirty (30) days after the City has given notification of the disqualifying interest.

1.47 INSPECTOR CREW DAYS

- A. It shall be the responsibility of the bidder to extend as a bid item in his proposal, when called for, the number of inspection crew days he requires for the completion of the project, times the unit price for inspection. The basis of computing crew days shall be as follows:

Total Hours Worked	Crew Days Charged
When an Inspector reports to the project and the Contractor decides not to work, or does not appear to work, weather permitting.	-One-half (1/2) crew day
Under four (4) hours	-One-half (1/2) crew day
Four (4) hours or more	-One (1) crew day

- B. The above hours are only for the usual working days of Monday through Saturday.
- C. All Sunday work shall multiply the number of crew days by a factor of 2.0.
- D. All holiday work shall multiply the number of crew days by a factor of 2.0. Holiday work shall include all legal holidays, and any other days when the Municipal Building of the City of Birmingham is officially closed.
- E. The amount bid shall be included in comparative evaluation of the bids. OMISSION OF THIS ITEM, WHEN CALLED FOR, SHALL BE CAUSE FOR REJECTION OF THE BID.
- F. The City of Birmingham will bill the Contractor four hundred (\$600) dollars per day for each day they require inspection according to the Engineer. The bill must be paid monthly to the City of Birmingham Treasurer. A thirty (30) day grace period will be provided in which to pay the

inspection bill, after which a 1% per month late fee will be assessed. All inspection bills must be paid prior to issuance of final payment.

- G. In the event that the number of crew days required is less than the amount bid, the excess shall be paid to the Contractor at the end of the project. If the number of days required is more than the amount bid, the pay item shall remain as the amount bid, and all days used shall be due to the City prior to final payment.
- H. If the quantity of work under the Contract varies from that stated in the Proposal, the number of "crew days" allowed under the bid item shall be increased or decreased in proportion to changes in the total value of work under the Contract. This revision in the number of crew days shall be agreed upon at the time the Contract quantities are revised.
- I. The Contractor shall give the City Engineer at least twenty-four (24) hours notice, exclusive of Sundays or holidays, when the project requires an increase or decrease in the number of Inspectors. Failure to observe this requirement will either necessitate the charging of one-half (1/2) crew day if the Inspector appears on the project, or the halting of all additional work until an Inspector is available. Unless the Inspector is notified in advance, crew days will be charged when an Inspector appears on a project and the Contractor decides not to work.
- J. A separate crew day shall be charged for each and every Inspector or Engineer employed on a project for inspection purposes.
- K. The number of Inspectors or Engineers required for the complete inspection of any project shall be as determined by the City Engineer.
- L. One (1) Inspector or Engineer shall be assigned to each construction crew or each operation listed below:
 - 1. General
 - a. Material Testing (not the operations done by a testing laboratory).
 - b. Checking barricades and lighting.
 - c. Checking maintenance of traffic.
 - d. Emergency conditions, as determined by the Engineer.
 - e. Measuring quantities when said measurements are taken during one of the operations included within this list.
 - 2. Clean-Up and Complaints
 - a. Replacement of driveways, sidewalks, pavement, etc.
 - b. Checking restoration and answering complaints.
 - 3. Water Mains and Appurtenances
 - a. Excavation.
 - b. Laying of Mains.
 - c. Installing Valves and Hydrants.
 - d. Tunneling, Jacking or Boring of Water Mains.
 - e. Backfilling of Trenches.
 - f. Restoration of Existing Conditions.

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- g. Cleanup.
 - h. Pressure Testing.
 - i. Cleansing and Disinfecting.
 - j. Checking final installation for conformance to specifications prior to releasing for connections to be made.
 - k. The same Inspector may inspect the installation of hydrants, thrust blocks, gate wells, etc., in the proximity of the pipe laying operations, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
4. Concrete Pavement
- a. Excavation and Preparation of the Site.
 - b. Mucking and Filling Ditches.
 - c. Pavement Removal.
 - d. Subgrade Preparation and Fine Grading.
 - e. Adjusting and Reconstructing Existing Structures.
 - f. Sub-Base Construction.
 - g. Checking Form Alignment and Grade.
 - h. Placing of Concrete.
 - i. Constructing Compression Cylinders.
 - j. Finishing of Concrete.
 - k. Placing of Cold Weather Protection.
 - l. Sawing and Sealing.
 - m. Finish Grading.
 - n. Coring Finished Pavement (One (1) crew day will be charged for each twelve (12) cores taken).
 - o. Adjusting Existing Driveways and Sidewalks.
 - p. Seeding and Mulching.
 - q. Restoration.
 - r. Site Clean-Up.
 - s. Checking final pavement prior to final acceptance for conformance to specifications.
5. Sanitary, Combined, and Storm Sewers, and Appurtenances
- a. Excavation and Preparation of the Site.
 - b. Checking Sewer Pipe.
 - c. Installing Pipe Bed.
 - d. Laying Pipe.
 - e. Installing House Leads.

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- f. Tunneling, Jacking or Boring of Sewer.
 - i. Mining Operation:
 - ii. Placement of Concrete:
 - One (1) Inspector in Tunnel.
 - One (1) Inspector Top Side.
 - g. Constructing Manholes, Catch Basins, Inlets.
 - h. Backfilling.
 - i. Restoration.
 - j. Infiltration or Ex-Filtration Tests.
 - k. Site Clean-Up.
 - l. Final checking of sewers prior to releasing for connections to be made or placing in service.
 - m. The same Inspector may inspect the installation of manholes, catch basins, inlets, etc., in the proximity of the pipe laying operation, provided the Contractor cooperates to the extent that no portion of the work is covered prior to inspection.
6. Reinforced Concrete Structures
- a. Excavation for Structure.
 - b. Sheeting.
 - c. Checking Forms and Resteel.
 - d. Placing of Concrete.
 - e. Backfilling Around Structures.
 - f. Checking Installation of Equipment.
7. Asphalt Paving and Pavement Resurfacing
- a. Excavation.
 - b. Preparation of Subgrade.
 - c. Construction of Base.
 - d. Preparation of Existing Pavement.
 - e. Priming Base Course.
 - f. Construction of Bituminous Concrete Pavement or Surface.
 - g. Checking of Material.
 - h. Checking of Asphalt Plants.
 - i. Checking of Final Pavement for Conformance to Specifications.
 - j. Restoration.
 - k. Site Clean-Up.

M. Inspection rates for crew days will be charged as follows:

1. Half Day = \$300.00
 2. Full Day = \$600.00
- N. No payment on inspector crew days shall occur while the project is in progress. Upon final evaluation and inspection approval inspector crew days will be calculated and paid along with the final payment of the project to the contractor.

END OF SECTION

SECTION 410
IRAN SANCTIONS ACT CERTIFICATION FORM

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 (“Act”), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an “Iran Linked Business”, as defined by the Act.

By completing this form, the Vendor certifies that it is not an “Iran Linked Business”, as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY
(Print Name)

DATE

TITLE

DATE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

ADDRESS

PHONE

TAXPAYER I.D.#

SECTION 600
SEWERS AND RELATED STRUCTURES

PART 1. GENERAL

1.01 SUMMARY

- A. This work shall include the furnishing of all labor, materials and construction equipment necessary for the construction of sewers of the size and character shown on the drawings and specified herein including the furnishing and installing of the pipe and bedding and necessary testing. This work shall include the provision of all labor, materials, equipment, and supervision required, including excavation, bedding, backfill, testing and sterilization and other incidental work necessary for a complete system.
- B. The work of this section shall also consist of the furnishing and construction of manholes and catch basins including inlets as detailed on the Drawings and at the locations shown on the Drawings. Concrete, excavation and backfill shall be as specified in this section and other sections of the specifications. Manholes and catch basins shall be complete with frames, inlets, etc., to meet new or existing pavement surfaces, sidewalks, or grades and shall be included in the work under this section of the Contract.
- C. Contractor shall check entire length of route for acceptability of site conditions, up to and including soil conditions, to perform this work prior to bidding and again prior to mobilizing on the site to perform the various work items.

1.02 REFERENCES

- A. Performance and material requirements shall meet specific Reference Standards as referred to hereinafter under individual items.
- B. Unless otherwise specified, all materials shall also conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 CERTIFICATION AND INSPECTION

- A. All pipe and fittings delivered to the job shall be accompanied by certification papers showing that the pipe and fittings have been tested in accordance with the applicable Specifications for this project. All pipe and fittings will be inspected upon delivery to the jobsite. No cracked, broken or damaged pipe will be allowed in this work.
- B. Each piece of pipe and each fitting shall have its weight and class designation conspicuously painted or cast on it. All other pipe materials shall have the class designation painted thereon. Where required, other designation marks shall be painted on the pipe or fittings to indicate correct location in the pipe line in conformity to a detailed layout plan.

1.04 SHOP DRAWINGS AND GUARANTEES

- A. Contractor shall furnish shop drawings and guarantees of the items to be furnished under this section of the Contract. Design details of joints and joint restraint shall be submitted to the Engineer for consideration and approval before ordering any pipe.

PART 2. MATERIALS

2.01 SEWER PIPE

- A. All sewer pipe supplied and installed on this project shall be of the sizes and types called for on the drawings.
1. Reinforced Concrete Sewer Pipe (RCSP): ASTM C 76, Class as designated on the drawings or special design conforming to ASTM C655
 2. ABS Solid Plastic Pipe: ASTM D-2751, SDR 23.5
 3. PVC Schedule 40 Sewer Pipe: ASTM D1785 "Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120"
 4. Polyvinyl Chloride Pipe (PVC) - ASTM D-2241, SDR 26. PVC compounds to meet ASTM D-1784.
- B. Precast Concrete Pipe shall meet the requirements of ASTM C76.

2.02 SEWER POINT REPAIR MATERIALS

- A. The materials acceptable for use in making a point repair are listed below:
1. Sewer Pipe - The following types of sewer pipe may be used as replacement pipe for a point repair. They shall conform to the appropriate American Society for Testing Materials (ASTM) Specification as listed below and any other ASTM or other applicable specification:
 - a. PVC Schedule 40 Sewer Pipe for 10 inch and smaller only.
 - b. ASTM C76 Class IV Concrete Sewer Pipe for 12 inch diameter and larger.
 - c. Approved Equal
 2. Sewer Connections and Appurtenances
 - a. Service Connection - Any service connection replaced during a point repair shall conform to the pipe manufacturer's recommendations and specifications and applicable ASTM Specifications, for the service connection and for installation of such. The material of the connection shall be similar to the sewer pipe it will be connected to.

2.03 PIPE BEDDING

- A. All sewer 6" diameter and larger laid on this project shall be installed in conformance with the bedding requirements established on the cross-section on the plan. The gradation requirements for the crushed stone chips shall be according to the following:
1. Crushed stone chips shall be made from crushing sound limestone, dolomite ledge rock, or other materials as approved by the Engineer. Material shall be hard, tough, and durable. The crushing process shall produce material of which 85% to 100% of the particles shall have at least one machine fractured face. Crushed pea gravel will be acceptable if it meets this criteria:
 - a. For sewer pipe 18" in diameter or less, crushed stone chips meeting the gradation requirements of the following table may be used:
GRADATION REQUIREMENTS FOR 3/8" CRUSHED STONE CHIPS (18" DIAMETER PIPER OR SMALLER)

Sieve Size	Percentage Passing by Weight
1/2"	100%

3/8"	90 - 100%
No. 8	0 - 15%
No. 30	0 - 3%

For purposes of this specification, MDOT Aggregate Mix No. 29A, using crushed limestone, will meet the requirements of this specification.

- b. For pipe larger than 18" in diameter, crushed stone chip bedding meeting the requirements of the following table may be used:

**GRADUATION REQUIREMENTS FOR 3/4" CRUSHED STONE CHIPS
(LARGER THAN 18" DIAMETER)**

Sieve Size	Percentage Passing by Weight
1"	100%
3/4"	90 - 100%
3/8"	20 - 55%
No. 4	0 - 10%
No. 8	0 - 5%

For purposes of this specification, MDOT Aggregate Mix No. 17A, using crushed limestone, will meet the requirements of this specification.

2.04 STRUCTURES

- A. Unless otherwise noted on the drawings or in supplemental specifications, precast manhole sections shall be used for all new sewer structures, including manholes, catch basins, and inlets. All concrete shall be 4000 pounds per square inch, as determined by core test or cylinders. All precast sections shall bear the stamp of an approved testing laboratory as having been tested and delivered from tested stock of the manufacturer, at the expense of the Contractor. Precast reinforced manhole sections shall meet the requirements of current A.S.T.M. C-478.
- B. The top section shall be an eccentric cone with one straight side (with manhole steps installed in straight side at the factory). The top section shall be set at an elevation to provide for 3 courses of brick between the top face and the manhole frame when set to grade. All precast manholes shall be standard tongue and groove using mastic joint materials equal to DeWitt No. 10. All interior joints shall be pointed with mortar and all visible leaks must be stopped.
- C. Manhole frames and covers shall be E.J.I.W. #1040-A. Drainage structure frames and covers shall be E.J.I.W. #5080 with M1 grates, except where modified on the plan.
- D. Cast iron manhole steps shall be castings meeting the requirements of A.S.T.M. Specifications for "Gray Iron Castings," A48, Class No. 35B. The steps shall be approximately 10" x 10" x 3". Steps in precast manhole sections shall be cast in place at the plant.
- E. All manholes shall have channeled bottoms. For sewers 12 inch diameter or less, the channel shall be 3/4 depth of pipe. For sewers larger than 12 inch diameter, the channel shall be a minimum of 9 inch deep.

2.05 GRANULAR BACKFILL

- A. Contractor shall install compacted sand backfill meeting MDOT Class II specifications, compacted to 95% maximum modified proctor density in the locations required per MDOT Standard Detail R-83-B, or where called for on the plans.

PART 3. EXECUTION

3.01 MEASUREMENT AND PAYMENT

- A. Where called for in the proposal, the compensation to the Contractor for the sewer installation of the diameter specified will be paid for at the contract unit price per lineal foot measured in place along the center of the pipe. The contract unit price for this work shall be payment in full for furnishing the materials including wyes and all necessary excavation, sheeting or bracing, draining, laying, jointing, bedding, backfilling, disposal of surplus materials, testing, and restoration, and all other work incidental to the construction of the sewer. Final measurements for sewer will be total lineal feet from center to center of standard manholes or center of manholes to face of tunnel sewers where connection only is made thereto.
- B. Junction chambers, gate chambers, and other special structures will not be included in measurements of the sewer. Sewer measurements at these structures will end and begin respectively at inside wall of outlet and inlet end respectively, unless otherwise indicated on the plans.
- C. Unless specified otherwise, manholes and drainage structures will be paid for at the contract unit price each, which price shall be payment in full for furnishing the materials, including the required fittings, frames, and full grates, steps, and for all labor, equipment and tools, all necessary excavation, backfilling, disposal of surplus material, and all work incidental to the completed structures.

3.02 PIPE DELIVERY

- A. A test certificate from an independent testing laboratory showing strength of pipe when tested in accordance with the applicable A.S.T.M. Standards shall be submitted to the Engineer before pipe is delivered to the job site. One certificate shall be furnished for each size of pipe. The Engineer may require additional tests of pipe stored at the plant or delivered to the job, should he have reason to believe that inferior pipe is being delivered on the job. The cost of each test shall be borne by the Contractor. The pipe supplier shall also furnish a certificate stating that all pipe supplied was manufactured from substantially the same material and in the same manner as pipe tested and all pipe delivered to site shall have the test stamp of the testing laboratory making such tests.
- B. The pipe shall be distributed at the site by the Contractor as required, and care shall be exercised to prevent injury to the pipe in handling. Proper tools and implements, for safely handling the pipe and other materials, shall be provided by the contractor.
- C. Pipe must be protected from falling, either from truck to ground or into the trench, and when distributed along the line or stored near a road, must be kept clear of passing vehicles.
- D. The Contractor shall place the pipe so as to cause the least amount of interference to abutting property owners and traffic using the street. Barricades and lighting shall be provided at intersections and other locations where the pipe will interfere with pedestrian or vehicular traffic.
- E. All damage caused by storage of the pipe on the construction site shall be repaired by the Contractor, including but not limited to sidewalks, driveways, lawns, and shrubbery. No pipe shall be allowed to be stored longer than three days prior to beginning construction on the section of sewer.
- F. All materials will be inspected before placing in the trench, and if defective, marked "REJECTED" and removed from the site by the Contractor. All damaged materials shall be replaced by the Contractor at no additional cost to the City.

3.03 EXISTING STRUCTURES AND UTILITIES

- A. Underground structures and utilities are shown on the construction drawings as an aid to the contractor, but the owner does not guarantee their location or that other underground structures or utility services on the plans, and it shall be the Contractor's responsibility to locate them. The City will, whenever possible, and when requested by the Contractor, stake the location of sewer and water services at the street right-of-way line.
- B. In crossing over or under underground utilities, the Contractor shall use all possible care in protecting the utilities and to maintain their free unobstructed continuous use. The contractor will be required without additional compensation to repair, replace or rebuild any such improvement injured or damaged by him, and shall be responsible to the department, companies, individuals or corporation controlling such improvements.
- C. All underground utilities shall be supported on a foundation of sand or sand-gravel thoroughly compacted by mechanical tamping in order to prevent future settlement and possible failure of the utility. Under sewers and sewer services "cement reinforced sand backfill" rather than "sand or sand gravel" shall be used. Gas mains and gas services shall be supported in accordance with the requirements of the Consumers Power Company.

3.04 MAINTAINING FLOW

- A. All combined sewers will likely have continuous dry weather flows, all of which shall be diverted in a safe manner so as to cause no inconvenience to the public. Special care must be taken to ensure that no part of the work is built under water, and the work must remain dry until all concrete and/or mortar has set up.

3.05 EXCAVATION

- A. Excavation shall be open cut from the surface. All work shall be done to true line and grade. The Contractor shall remove all obstructions or encumbrances (except those which are specifically noted to be preserved) which may be in the proposed line of the sewer, the cost of doing such work shall be included in the contract unit price per lineal foot for laying sewer.
- B. Trenches shall not be excavated for a distance greater than 50 feet in advance of completed sewer without the permission of the Engineer.
- C. Excavated material permitted to be used for backfill may be deposited along the line of work where space permits provided it does not cause damage to trees, shrubs, fences, etc., nor cause excessive inconvenience to public travel and adjoining property owners, nor endanger the bank of the trench by imposing too great a load thereon. All material in excess of the quantity permitted for backfilling and all materials unsuitable for backfilling shall be hauled away by the Contractor at his expense in an expeditious manner.
- D. The Contractor shall provide adequate trucking on a daily basis to dispose of excess excavated material that cannot be re-used on the site incidental to the work of sewer installation.
- E. Excavation shall be of sufficient widths and depths to provide adequate room for the construction and installation of the work to the lines, grades, and dimensions called for on the drawings, except the width of a trench from the invert to a height twelve inches above the top of the sewer barrel shall not be greater than as follows:

Pipe Size	Maximum Trench Width
12" or less	30"
15" to 36"	O.D. + 12"

42" or greater

O.D. + 24"

- F. If the trench width as specified above is exceeded, the Contractor shall install, at his own expense, concrete cradling or other approved bedding, to support the additional backfill load. In case the bottom of the trench is unsuitable as a foundation, it shall be further excavated and prepared. If the unsuitable condition of the foundation is caused by factors beyond the Contractor's control, the additional excavation and preparation will be paid for as extra work.
- G. Where, through the Contractor's construction procedure, or because of poor existing ground conditions, it is impossible to maintain alignment and grade properly, the Contractor shall, at his own expense, excavate below grade and replace with large size aggregate or slag in order to insure the pipe, when laid, will maintain correct alignment and grade.
- H. If the trench at any point along the line will be opened nearer than six (6) feet to the face of the trunk of an existing tree, and in the opinion of the Engineer the excavation would be injurious to the tree, he may require the Contractor to tunnel under the tree.
- I. Selected excavated material may be used for backfilling under trees and it shall be thoroughly tamped to completely fill the excavated space between the pipe and excavation by means of mechanical tampers.
- J. Where the trench must be cut through concrete or asphalt pavement, driveways, or sidewalk, particular care shall be taken not to unnecessarily damage adjoining areas. All cuts through existing concrete or asphalt pavement, sidewalks or driveways are to be resurfaced with like materials. Pavement breaking by the use of a drop weight is prohibited.
- K. Excavation shall be sheeted and braced as necessary to ensure complete working safety and to protect adjoining structures or conduits. If at any time the Engineer has reason to believe that the sheeting or bracing installed by the Contractor is insufficient, he may require that an additional amount shall be placed, but such requirement or failure to make such requirements shall not relieve the Contractor from his liability.
- L. No extra compensation shall be paid the Contractor for sheeting or bracing left in place, unless ordered left in place by the Engineer and then only a fair salvage value for the material left in place shall be paid. The Contractor shall receive no extra compensation for sheeting or bracing left in place in tunnels.

3.06 TUNNELING

- A. Tunneling under pavements or streets will not be allowed without the approval of the Engineer in writing, or unless noted on plans or in the Specifications. Where tunneling is permitted, there shall be a minimum clear space of not less than six (6) inches between the outside of the pipe in the tunnel and the face of the excavation or the sheeting or bracing that is nearest the pipe.
- B. All space outside the finished sewer wall shall be completely filled with 1:2 cement-sand grout applied under pressure.
- C. Facilities for ventilation and lighting shall be supplied as necessary for reasonable working conditions and for inspection.
- D. Any excess trench excavation made below the pipe shall be refilled with crushed stone, sand, or concrete as directed by the Engineer. Under all conditions, sewer pipe shall have a firm bearing which will insure permanent grade and alignment and proper support against crushing load.

- E. Upon completion of the construction work in tunnel, the sheeting and bracing, if any, shall be left in place and all the remaining space between the outside of the pipe and the excavation shall be filled with cement reinforced sand backfill and thoroughly compacted.
- F. When boring under pavement, the pit must be a minimum of ten feet away from the pavement edge, unless previously approved by the Engineer.

3.07 LAYING PIPE

- A. Unless otherwise allowed under specific specifications for a particular type of sewer or unless permitted by the Engineer, construction shall begin at the outlet end of sewer and proceed upgrade.
- B. All pipe shall be laid true to line and grade and the ends of the pipe shall abut against each other with the bell end facing the direction of laying. Each pipe as laid shall be checked by the Contractor with line and a grade pole or a laser beam to insure that this result is obtained.
- C. Alignment of laser beams shall be checked with sufficient frequency to assure compliance with plans.
- D. Each pipe shall be inspected for defects prior to being lowered into the trench and inside of pipe and outside of spigot shall be cleaned of any dirt or foreign matter.
- E. Proper support and bedding of all pipe through the full length of the barrel shall be made by constructing bedding as required and detailed on the plans. Special care shall be observed to avoid load on bells of bell and spigot pipe. Each pipe shall be pushed firmly against pipe previously placed and carefully aligned.
- F. Mechanical means, consisting of a cable placed inside the pipe with a suitable winch, jack, or come-along for pulling the pipe home and holding the pipe in position, shall be used where the manual means will not result in pushing and holding the pipe in position.
- G. Work executed during the winter shall receive exceptional attention to avoid excessive backfill load on pipe. If sides of trench are frozen, the amount of selected material tamped above the pipe shall be increased to at least two feet. No frozen backfill material shall be used.
- H. At manholes the pipe shall be placed on a concrete cradle from the manhole to the point where the sewer trench does not exceed the specified width and shall be done in accordance with the City of Birmingham "Underground Structures and Water Main Standards".

3.08 JOINTS

- A. All sewer joints shall be sealed with flexible, watertight, rubber type gaskets; pre-cast die molded bituminous material as used on slip seal pipe; or an approved equal. Before placing the pipe in position in the trench adjusted to grade, the joint compound on both ends of the pipe shall be painted with suitable solvent or lubricant material. The spigot or tongue ends of the pipe to be laid shall be inserted and shoved home against the base of the socket last laid. Throughout this operation every effort shall be taken to prevent sand or gravel from entering the joint or pipe.
- B. Joint material shall be applied to the pipe on the day the pipe is placed in the trench. Joint material shall be stored in closed containers when unattended.
- C. Concrete pipe 36" and larger shall have all joints inside cement pointed, with cement mortar compound of one part cement and two parts of sand. Mastic compound or any foreign material within 3/4" below inside finish of pipe shall be thoroughly removed before cement grout is applied.

3.09 MANHOLES, DRAINAGE STRUCTURES

- A. Manholes and drainage structures shall be constructed of the type and in accordance with the details shown on the plans and at the locations shown on the plans. All necessary steps, frames, and covers shall be furnished and installed. Covers shall be set at the required final elevation so that no subsequent adjustment shall be necessary.
- B. Excavation shall be carried to the depth required to permit the construction of the required base and bottom of excavation shall be trimmed to a uniform horizontal bed. The excavation shall be sufficiently wide to allow for shoring, bracing, or form work, should any or all be necessary, and to allow for accessibility in plastering the exterior of brick masonry. The excavated section shall be completely de-watered before any concrete is placed thereon.
- C. Concrete shall be Grade A 3000 pounds per square inch compressive strength, minimum content 1.375 barrels per cubic yard.
- D. Brick shall be made of clay or shale or concrete brick and shall be whole, thoroughly and evenly burned, of close and uniform texture, free from cracks and warps, with even faces and uniform texture, and uniform in shape and size. Brick shall show a minimum average compressive strength of 2000 pounds per square inch and average absorption of water in 24 hours of not more than 22 percent of dry weight.
- E. The brick shall be laid radially in courses in a full bed of mortar with interior joint not more than 1/4" in width. Whole bricks only shall be used except to effect closure and to fill in the outside portion of the radial joints. Each seventh course shall be laid in "stretchers," the intervening courses shall be composed of "headers". Below a depth of 13 feet, walls of brick manholes shall be laid in alternative stretcher and header courses.
- F. When completed, manholes and drainage structures shall have sand or gravel placed uniformly around the structure in one foot lifts, and compacted in place. No backfill shall be placed around manholes or structures for 24 hours, if an outside plaster coat has been applied.
- G. Manholes and Structures shall not be placed under conditions which may be expedited to result in defective work. If the soil at the established grade is not sufficiently stable to properly support structures, the Contractor, at his own expense, shall excavate up to 24" below grade and refill the trench to the proper grade with compacted crushed stone chips. If stable support cannot be established in this manner, the work shall be discontinued until plans for change in construction have been submitted by the Contractor to the Engineer for approval and approval has been granted.

3.10 SERVICE CONNECTIONS

- A. Service connections shall be made to sewers with "wyes" manufactured on the sewer pipe. Breaking holes in the pipe will not be allowed without specific authorization of the Engineer.

3.11 SHEETING AND BRACING

- A. Where necessary in order to construct the work called for by the contract, to insure the safety of the men, or to protect other things of value, the Contractor shall adequately sheet or brace all open excavation or tunnels. The Contractor shall install additional sheeting or bracing as directed by the Engineer, but such order, or failure to give such order, shall not release the Contractor from his liability for damage to person or property under this contract.
- B. All sheeting, shoring and bracing, unless left in place as ordered by the Engineer, shall be removed from open trench work progressively with the backfilling operations in order to prevent slides from the sides of the trench. All sheeting left in place shall be cut off five (5) feet below ground line.

3.12 PUMPING, BAILING AND DRAINING

- A. The Contractor shall provide and maintain adequate pumping and drainage facilities for removal and disposal of waste from trenches or other excavation.
- B. Where the work is in ground containing an excessive amount of water, the Contractor shall provide, install, maintain, and operate suitable well points, connecting manifolds, and reliable pumping equipment to operate same to insure proper construction of the work.
- C. In no case shall water be allowed to rise in or about the pipe before the joint has become thoroughly set. No walking on or over the pipes after they are laid, except as may be necessary in tamping the earth in refilling, will be permitted until they are covered with earth to a depth of twelve (12) inches.
- D. Drainage or discharge lines shall be connected to adjacent public storm sewers or extended to nearby watercourses wherever possible. In any event, all pumping and drainage shall be done without damage to any highway or other property, public or private, and without interference with the rights of the public or private property owners.
- E. The Contractor shall receive no extra compensation for providing, maintaining, or operating any de-watering or drainage facilities.

3.13 BACKFILLING

- A. It is the intent of these specifications that all of the excavation be backfilled with thoroughly consolidated, suitable material in such a manner that the alignment and grade of the construction work in the excavation be not disturbed and that the subsequent settlement of the surface over the excavation and adjacent thereto be avoided as far as possible.
- B. Insofar as practicable, without interfering with the progress of the work, the Contractor shall keep streets, driveways and sidewalks open to safe use by the public.
- C. All trenches and excavations under existing pavement, proposed pavement, existing roadways, driveways or sidewalk shall be backfilled with sand or gravel and thoroughly compacted by mechanical tamping or vibrating. Where the existing roadway or driveway is gravel surfaced, the top eight (8) inches of the backfill shall be road gravel. The Contractor will not be required to replace any oil treatment or seal coat, however, he shall maintain the top of the trench in a dust free manner until completion of the project. No additional payment will be allowed for the sand or gravel backfill, the cost of which shall be included in the unit price bid for the installation of the pipe and structures.
- D. Backfill shall not be placed against any portion of a structure until it (structure) has passed inspection.
- E. Where the trench or excavation is located in the parkway between the roadway and the street line or in unimproved streets, excavated material may be used in completing the backfill. Care shall be taken in placing this backfill to make sure that all boulders, pieces of concrete and such other material that might damage the pipe or structure, or prevent consolidation are not allowed to remain in the backfill material and it shall be compacted by tamping, jetting, or by use of compacting equipment.
- F. If a bulldozer or other machine is used to place the backfill material, no material shall be pushed or dropped into the trench, but shall be placed on the sloping ends of the completed backfill and allowed to roll in place to the bottom of the trench.

3.14 EMERGENCY REPAIR

- A. When the Contractor is not actively performing work on a particular construction site, but where delayed construction operations, testing and/or surface restoration work yet remains to be completed to meet the requirements of the Specifications, situations may arise of an emergency nature as a result of such uncompleted work which may affect directly or indirectly public and/or private property or which may ultimately, either directly or indirectly, affect the health, safety, and welfare of individuals or the general public. While these situations can readily develop as emergencies, the Engineer shall direct field related operations and require immediate efforts by the Contractor to remedy the deficiency in a method of his choosing because of his expertise in the field, time being of the essence. The correction of the emergency which may arise when no construction activity exists on the construction site shall be handled in the following manner.
 1. The Engineer shall inspect the site, take any necessary photographs and/or prepare any necessary sketches of conditions at the site to determine that the situation constitutes an emergency.
 2. The Engineer then has three alternate sources of manpower and equipment to be selected to remedy the emergency situation in the following order:
 - a. The Contractor under contract with the Owner to perform all work on the site location in question.
 - b. The City's Department of Public Services (DPS).
 - c. An independent contractor designated by the Engineer.
- B. Since the nature and extent of most unfinished work on a particular construction site is well known by both the Engineer's authorized agent and the Contractor at the time of declaring an "emergency situation" as set forth herein before the Contractor, under contract to the Owner for the particular project, the Contractor would be the first party notified and would be expected to respond immediately with necessary labor and equipment to remedy the problem.
- C. If a reasonable time to respond to the emergency notification is not evident, in the best judgment of the Engineer, then the Contractor shall be judged to have waived his rights to physically correct the problem, but not to his obligations to pay for such physical correction or damages resulting therefrom. The Engineer shall then contact the City's DPS for their assistance in correcting the "emergency situation". Where existing commitments by the DPS prohibits their immediate response to the request of the Engineer, the Engineer shall finally direct that corrective measures be performed by the independent contractor noted above to perform such work when so directed.
- D. Since the cost for all remedial work undertaken by the Contractor on this project shall be borne by the Contractor and it is necessary to engage the assistance of the DPS or an independent contractor, then all costs incurred shall be deducted from monies due and payable to the Contractor on the particular project as set forth on any ensuing regular job estimates.
- E. Typical costs which will be deducted from the contractor monies due would be as follows:
 1. Payroll wages, benefits, and taxes.
 2. Material bills.
 3. Equipment rental (Detroit area rates) and mobilization costs.
 4. 15% profit and overhead for independent contractor.
 5. Inspection costs.

3.15 POINT REPAIRS TO SEWER LINES

- A. It is the intent of the specifications to provide a basis by which a contractor can successfully and completely make a point repair to a sanitary sewer line. This basis shall cover all aspects of a point repair including methods, materials, and payment for work.
- B. A point repair to a sanitary sewer line shall be defined as a repair made at a specified location on a sanitary sewer line.
- C. A point repair shall be classified by the inside diameter of the pipe and the length of pipe replaced.
- D. Methods:
 - 1. The method by which a repair shall include all supervision, labor, equipment and materials necessary to perform and successfully complete the following items:
 - a. Excavating a trench deep enough to uncover a sanitary sewer line, wide enough to work in, and long enough to uncover up to twenty (20) linear feet of sewer pipe while providing protection of adjacent utilities, pavements, etc.
 - b. Remove any landscaping fences, asphalt, concrete, base material, storm sewer, etc., that interferes with the repair made at each specified point, and for the replacement of said landscaping, fences, asphalt, concrete, base materials, storm sewer, etc., in the same or better condition as found. Any such item not replaced in the same or better condition as found, as determined by the Engineer, shall be redone at the Contractor's expense.
 - c. De-water any trench where excess water accumulates and installation, as required, of compacted sand backfill under paved area.
 - d. Replace and reshape the bottom of the trench so that the grade of the pipe replaced will match that required for the existing sewer line. Any material replaced in the bottom of the trench shall be compacted so as to prevent sags in the sewer line due to settlement of the trench material.
 - e. Repair and replace up to twenty (20) feet of the existing sewer pipe with the properly sized pipe the same as existing, as needed.
 - f. Repair and replace any house service lateral encountered within the required 20 l.f. of uncovered pipe with properly sized service, as specified and with enough sewer pipe to reconnect to the service line where it was severed.
 - g. Tie all new laid sewer pipe to existing sewer pipe, main sewer lines and service lines, so that no possible source of infiltration/inflow (a leak in the line) may be created.
 - h. Any sewer pipe broken by the Contractor, outside of the required 20 lf. of pipe, shall be replaced or repaired at the Contractor's expense. All such occurrences shall be pointed out by the Contractor to the Engineer when they happen. The materials to use for making the tie-in shall be properly sized.
 - i. Backfill the open excavation so that the ground elevation will most nearly match the elevation before excavation.
- E. Bypass Pumping:
 - 1. On all sewer lines in which a point repair is to be made, the normal flow of sewage shall be re-routed by bypass pumping.

END OF SECTION

SECTION 710
PORTLAND CEMENT CONCRETE PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of ready mixed Portland Cement Concrete (PCC) pavement and curbs and gutter.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all PCC pavements to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 CONCRETE

- A. Unless otherwise specified on the drawings, or in the specifications, or in the proposal, the concrete mixture for all new concrete pavement shall be meet the requirements of the MDOT Portland Cement Concrete Grade P1, with 6.0 sacks (564 lbs.) of cement per cubic yard.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR) and for air entraining requirements.
- C. Concrete provided on this project shall be Ready Mixed Concrete; central mixed or transit mixed concrete is permitted. The source of ready mixed concrete shall be approved by the Engineer.
- D. Admixtures - Admixtures shall be used only when specified or authorized by the Engineer.
- E. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed in the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- F. Water shall not be added to the concrete at any time without specific permission by the Engineer.

2.02 AGGREGATE BASE COURSE

- A. Unless otherwise specified on the drawings, or in the specifications, the aggregate base course to support the PCC pavement shall be MDOT 21AA crushed limestone compacted to 95% of the maximum modified proctor density.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 EQUIPMENT

- A. All equipment used in the construction of the work shall be inspected and shall meet approval of the Engineer prior to start of construction. All equipment, tools and machinery shall be maintained in a satisfactory working condition.

3.03 MAINTAINING TRAFFIC

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 CONCRETE PAVEMENT REMOVAL

- A. Caution shall be exercised during pavement breaking operations, and the use of a crane and ball type pavement breaker will not be permitted. Equipment used for this work shall be such as will not cause damage to adjacent buildings and underground utilities.
- B. Concrete pavement removal will be paid for at the contract unit price per square yard, which shall include the removal of adjacent curb or curb and gutter, and any asphaltic concrete surfacing. No additional payment will be made for pavement removal with reinforcing.

3.05 CUTTING TREE ROOTS

- A. Tree roots larger than two (2) inches in diameter shall not be cut beyond a point three (3) inches in back of the proposed curb line, and no tree roots shall be cut beyond a point twelve (12) inches in back of the proposed curb line. The above limits may be exceeded only with specific authorization by the City Parks and Recreation Department.

3.06 EXCAVATION

- A. All earth and other material shall be excavated for the full depth and width of the cross section, as given on the plans.
- B. Trees and stumps to be removed will be removed by the City at no cost to the Contractor. Removing and disposing of shrubs, brush and trees or stumps less than four (4) inches in diameter shall be considered as incidental to the work of excavation.
- C. The Contractor shall rough grade as close as possible to finished subgrade, leaving a minimum to be removed in fine grading.
- D. Excavation material shall be disposed of by the Contractor in the following order of preference:
 - 1. Along the site of the work to fill requirements of the work.
 - 2. At the Contractor's own dump sites.
- E. Excavation will be determined by the average end area method of all material included above the base between backs of curbs, or edges of pavement where no curb is constructed. Excavation and

fill required from curb to property line will be classed as grading. Concrete pavement removal and other items included in separate pay items will be deducted from excavation. Asphalt removal will be considered part of excavation.

- F. Excavation for manholes, catch basins, inlets and gate wells shall be included in the price bid for these items.
- G. All excavated material stored along the line of work between curb and sidewalk on improved lawns shall not be left longer than forty-eight (48) hours. Said lawns or otherwise improved parkway shall be left in a neat and clean state within the specified forty-eight (48) hours.
- H. Excavated material removed in fine grading or any other operations shall be removed from any completed pavement slab, before any slab is opened for traffic whatsoever, including Contractor's equipment.

3.07 PREPARATION OF SUBGRADE

- A. The subgrade shall be smoothed, trimmed and compacted in the required line, grade and cross section to receive the pavement. The roadbed shall be compacted to at least ninety-five (95) percent of the maximum unit weight. The subgrade thus formed shall be maintained in a smooth and compacted condition until pavement has been placed. Should the subgrade between the forms become rutted or disturbed in any manner, the subgrade shall be reshaped and compacted as specified herein.
- B. On large patches, compaction shall be accomplished by self-propelled steel wheeled or a pneumatic-tired roller weighing not less than five (5) tons or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density. On smaller patches that will not allow the use of a roller, compaction shall be accomplished by a hydraulic hoe-pack or a self-propelled vibratory compactor of adequate size to compact the subgrade to the required density.
- C. No concrete shall be placed on the subgrade until the subgrade has been approved by the Engineer.
- D. The cost for preparation of subgrade will be paid for under the items "Earth Excavation" or "Station Grading", as noted in the Proposal, and not as a separate pay item.
- E. The roadbed and adjacent grade shall be maintained in such condition that the work will be well drained at all times. If it is necessary, in the prosecution of the work, to interrupt existing surface drainage, sewers or underdrainage, then temporary drainage facilities shall be provided until the permanent drainage work is completed. The construction of all temporary drainage facilities shall be considered as incidental to the construction of the project.
- F. The Contractor shall perform a proof roll on the subgrade, to be witnessed by the Engineer to determine if there are areas that are unstable or need additional compaction. Proof rolling of subgrade shall be performed with a pneumatic-tired rolling equipment, developing a load of 30 to 50 tons. In a systematic manner acceptable to the Engineer, the equipment shall perform a minimum of three (3) passes over the designated areas(s). When proof rolling of the subgrade shows an area to be unstable as determined by the Engineer, the unstable material shall be removed and replaced to the limits designated by the Engineer.

3.08 INSTALLING ROADWAY BASE

- A. Aggregate base shall be placed on streets, roadways, shoulders and driveways at the thickness shown on the drawings in not more than 6" layers. Such surface shall be compacted to 95% density and shall meet lines and grades established on the drawings or meeting existing pavements. Aggregate shall be 8 inches thick 21AA limestone.

- B. The aggregate base shall not be placed if the subgrade is saturated.

3.09 ADJUSTING CASTINGS

- A. Existing manholes, water valve gate wells, catch basins and other like surface structures shall be raised, lowered, shifted in alignment or reconstructed if necessary to fit the proposed line or grade. This work will be paid for at the unit price as bid in the proposal. If there are no work items listed in the proposal for this work, it shall be considered incidental to the other work of the project.

3.10 FORMS

- A. Forms shall be of metal, of any approved section which will insure their rigidity under the impact, thrust and weight of the heaviest machine carried on them.
- B. Forms shall have a minimum length of ten (10) feet, and shall have a depth not less than the edge thickness of the work prescribed. Forms with a height of eight (8) inches or more shall have a base width of at least eight (8) inches. Other forms shall have a minimum base width of six (6) inches. The forms shall be straight, free from distortion and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge.
- C. Flexible forms and hand finishing will be required on all pavement where the edge of pavement radius is less than two hundred (200) feet.
- D. When tree roots may not be cut enough to allow room to use forms as specified above, wood forms (planks) may be used.
- E. The method of connections between form sections shall be such that a locked joint is formed free from vertical movement in excess of one-eighth (1/8) of an inch and horizontal movement in excess of one-quarter (1/4) of an inch under the impact, thrust and weight of the heaviest machine carried on the forms. Each form shall be fully pinned with pins of an adequate length, and the soil under the forms shall be thoroughly compacted by use of a mechanical form tamper or vibrator.
- F. All forms shall be thoroughly cleaned and oiled before concrete is placed against them.
- G. When applicable, forms shall be set at least three hundred (300) feet in advance of the paver, in order to allow ample time for inspection and checking prior to the placing of concrete.

3.11 POURING CONCRETE

- A. The roadway base and subgrade shall be in a moist condition, but not saturated, at the time concrete is placed.
- B. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible, and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete; all reinforcing steel shall be secured in its proper locations and shall be inspected and approved by the Engineer.

- D. Concrete shall be worked into all the recesses and corners of the forms and closely compacted around the reinforcing steel by means of thorough spading or an approved method of mechanical vibration.
- E. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected in freezing weather by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- F. No concrete shall be poured on a frozen, dry, saturated, or uncompacted subgrade.
- G. If more than 90 minutes have elapsed since batch time, as documented on the load ticket from the concrete plant, the concrete load shall be rejected by the Engineer.

3.12 PAVEMENT CONSTRUCTION

- A. Concrete shall be placed only on subgrade prepared as previously specified. After the concrete has been deposited, it shall be struck off and consolidated by an approved finishing machine to such an elevation that when all finishing operations are completed, the surface will conform to the required finished grade. While striking off, a uniform ridge of concrete at least two (2) inches above the finished pavement grade shall be maintained ahead of the screed for its entire length. In consolidating, the finishing machine shall operate over each section of the pavement at least twice. Only sufficient mortar shall be worked to the surface to provide for a dense smooth finish. Excessive operation of the machine over a given area will not be permitted. Segregated particles of coarse aggregate, which may collect in front of the screed, shall be thoroughly mixed by hand with the mass of concrete already on the subgrade.
- B. The concrete shall then be floated by means of a hand operated wood or magnesium float not less than five (5) feet long.
- C. As soon as the above operations are completed, all laitance, surplus water and inert materials shall be worked entirely off the pavement, and the surface made smooth by scraping or dragging with a rigid straightedge ten (10) feet in length.
- D. The straightedge shall be placed at the center of the slab, with the blade parallel to the centerline, and pulled slowly and uniformly to the edge. This operation shall be repeated until the surface of the concrete is free from irregularities and makes contact at all points with the bottom of the straightedge. The straightedge shall then be moved forward one-half (1/2) its length and the operations repeated.
- E. Depressions found in the surface shall be filled with fresh concrete and consolidated by floating with long handled float not less than five (5) feet in length. This float may also be used to smooth sections of the surface that may have become rough or torn by scraping the straightedge. Where a wood float does not give satisfactory surface, the Contractor will be required to provide metal or metal-shod long handled floats.
- F. The surface will then be tested for smoothness with the straightedge. During this operation, the contact of the straightedge with the concrete shall be uniform over the entire length tested. At the time of testing, the surface shall be free from soft mortar or excessive water.
- G. As soon as all excessive moisture has disappeared, and while it is still possible to produce a uniform surface of gritty texture, the pavement shall be finished by dragging a seamless strip of damp burlap or cotton fabric, not less than five (5) feet, nor more than six (6) feet in width, over the full width of the pavement. The fabric shall be renewed as often as necessary, to obtain the required texture.

- H. Transverse connection joints shall be raised one-eighth (1/8) inch above the slab and finished with a notched wood float, not less than five (5) feet long, to eliminate high or low spots following burlapping. The edge next to all expansion and construction joints shall be rounded with a finishing tool having a radius of one-quarter (1/4) inch.
- I. The finishing of the surface and any joints shall be done from a bridge which does not touch the concrete at any point. The finished concrete shall be free from porous or open spots; no portion of the surface shall vary more than one-quarter (1/4) inch below a straightedge ten (10) feet in length laid on the pavement parallel to the centerline of the street.
- J. Immediately following final finishing operations, the gutter line shall be water tested to assure uniform grade and complete drainage.
- K. Should any unevenness appear in the surface of the pavement more than allowed by the Specifications, the Contractor shall at once take measures to eliminate such unevenness. After the concrete has obtained its initial set, no depressions shall be fixed by filling with concrete. In case the unevenness covers a large area of the slab, then the entire slab shall be removed and replaced with new concrete.
- L. Any laitance deposited on pavement shall be immediately cleaned off.
- M. The paving mixer will not be permitted on completed pavement and vehicles will be permitted only after the concrete has obtained a compressive strength of 3500 psi. Any equipment wheels (including finishing machine) shall operate at least one (1) foot from the edge of the pavement.

3.13 JOINTS

- A. Pre-molded bituminous expansion joints, construction joints, pre-molded bituminous contraction joints and sawed longitudinal contraction joints shall be placed in all pavements. All of the above mentioned joints shall be included in the price bid per square yard of pavement. Care must be exercised in joint construction, to insure vertical planes and complete separation at the joint.
- B. Expansion Joints - Expansion joints shall be one (1) inch thick and of the pre-molded non-extruding bituminous fiber filler type. Joints shall be perpendicular to the subgrade and extend entirely through the concrete to between one-quarter (1/4) inch and one-half (1/2) inch below the top of the pavement. Expansion joint material shall bear uniformly on subgrade. After the concrete has set, and before the pavement has been opened to traffic, the joint shall be thoroughly cleaned and filled to the surface of the pavement with a hot poured rubber-asphalt type joint sealer.
- C. Contraction Joints - Transverse contraction joints shall be made of pre-molded bituminous material one-quarter (1/4) inch thick. Contraction joints shall be edged at the curb. Contraction joints shall be properly aligned and shall butt against adjacent sections, with no space between ends.
- D. All the longitudinal contraction joints shall be cut with a self-propelled concrete saw to a width and depth as shown on the plans, prior to any traffic being permitted on the new pavement. Sawed joints shall be cleaned by washing and blowing out with air immediately after sawing, and permitted to dry out at least twenty-four (24) hours prior to sealing. Joints shall be sealed with a hot poured rubber asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.
- E. If the Contractor elects to construct a full width pavement with a center longitudinal contraction joint, said joint shall be cut in more than twelve (12) hours, and no more than thirty (30) hours after the pouring and finishing of that part of the pavement.

- F. Construction Joints - Longitudinal construction joints shall be placed as shown on plans. Construction joints shall also be placed at the ends of all pours, and at places where paving operations are stopped for a period of more than one-half (1/2) hour, except where such pours end at expansion joints. The second pour of concrete shall be edged with a longer lipped edging tool than the first concrete pour. Joints shall be sealed with a hot poured rubber-asphalt type joint sealing material applied with pressure equipment designed for that particular purpose.

3.14 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed and in such a manner that no damage will be done to the edge of the pavement.
- B. After the forms have been removed, the ends of all joints shall be cleaned and all honeycombed areas pointed.
- C. The sides of the pavement shall be covered with curing material, or with at least twelve (12) inches of wetted earth, wetted straw or other suitable curing agent, except where honeycombed areas are to be pointed. Such areas shall be covered with wetted burlap until the pointing has been completed, at which time they shall be cured as specified above.

3.15 WHITE MEMBRANOUS CURING

- A. After finishing operations have been complete, and immediately after the free water has left the surface, the surface of the pour shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than two (2) gallons per twenty five (25) square yards of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If rain falls on the newly coated pavement before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

3.16 CLEAN-UP AND GRADING

- A. The Contractor shall perform final grading the area between the edge of the new pavement and the sidewalk, or the property line if there is no sidewalk. This area shall be graded to drain to the curb.
- B. Wherever lawn areas are unnecessarily damaged by the Contractor, he will be required to repair any such areas at his own expense.

3.17 GRADING AT INTERSECTIONS

- A. The Contractor shall grade from the completed paving at a grade not exceeding one (1) inch in twenty (20) inches at all places where the paving adjoins the roadways. At existing roadways, the re-graded area shall be finished with the same type of material as removed. At places where paving adjoins gravel or gravel treated roadways, the regarded area shall be finished with a road gravel at a minimum thickness of six (6) inches compacted. However, the Contractor will not be required to replace any oil treatment or seal coat.
- B. There will be no additional payment for this work, and the cost of such should be included in the price bid for the concrete pavement.

3.18 CURB, CURB AND GUTTER

- A. Joints in integral curb shall line up with, and be the same type as, those in the concrete pavement.
- B. Joints in separate straight curb and in curb and gutter shall line up with, and be the same type as, those in adjacent concrete pavement, but spacing shall in no case exceed ten (10) feet. The Contractor shall use face forms on all straight curbs.
- C. The face and top of the curb shall be finished smooth and true to line, grade and cross section. No more troweling than necessary shall be done. Prior to the initial set of the concrete, the curb face shall be lightly brushed to give a slightly roughened surface. The curb shall be dropped to within (1) inch of the gutter at integral curb shall proceed simultaneously and follow immediately the placing of pavement concrete.
- D. Form excavations on the street side of curb and gutter sections shall be backfilled with road gravel and thoroughly compacted.

3.19 DRIVES

- A. The Contractor shall remove and replace, or construct gravel, asphalt or concrete drives adjacent to new construction where designated by the Engineer.
- B. Drives shall be constructed on a uniform slope from the gutter to the sidewalk, property line or place designated by the Engineer.
- C. Gravel Drives - The existing material shall be excavated and road gravel placed at a minimum thickness of six (6) inches compacted.
- D. Asphalt Drives - The existing material shall be excavated, and a minimum thickness of two (2) inches of hot mix asphalt pavement placed on a road gravel base, with a minimum compacted thickness of five (5) inches. A neat joint shall be cut when meeting existing asphaltic concrete.
- E. Concrete Drives - Concrete drives shall be six (6) inches thick, unless otherwise designated. A portion of an existing concrete drive to be removed shall be removed to an existing joint, or to a joint made with a concrete saw. Concrete drives shall be constructed in accordance with the procedures and specifications for Cement Concrete Pavement.
- F. Payment will be made at the contract unit price per square yard, and for the designated thickness, which will be payment-in-full for excavating material other than concrete, and for constructing the drive complete.
- G. Payment for concrete removal will be made at the contract unit price per square yard. Payment for saw cutting will be made at the contract unit price per lineal foot.

3.20 CONCRETE HEADERS

- A. Concrete end headers (City of Birmingham Standard Paving Det. #10) shall be placed at the end of all pavements, including street returns not connecting with concrete or asphaltic concrete pavements.
- B. Payment will be made at the contract unit price per square yard for the adjoining concrete pavement.

3.21 SAW CUTTING

- A. Payment for saw cutting will be made at the contract unit price per lineal foot for saw cutting designated on the plans, or designated by the Engineer.

- B. No additional payment will be made for saw cutting pavement joints or for saw cutting done for the Contractor's convenience.

3.22 DAMAGE BY CONSTRUCTION

- A. Sidewalks, driveways, etc., unnecessarily damaged by construction operations shall be repaired or replaced as directed by the Engineer, at no additional cost to the City.

3.23 MEASUREMENT AND PAYMENT

- A. Concrete pavement will be paid for at the contract unit price per square yard, which will be payment in full for furnishing all materials (not including pavement reinforcement), dowels, tie bars, joint dowel hook bolts, and all joint materials; laying, curing and protecting the concrete; constructing the pavement complete; grading at intersections; and maintaining traffic.
- B. Payment for integral curb will be included in the contract unit price per square yard for concrete pavement with integral curb.

END OF SECTION

**SECTION 711
PORTLAND CEMENT CONCRETE DURABILITY REQUIREMENTS**

PART 1. GENERAL

1.03 SUMMARY

- B. All Portland cement concrete mixtures supplied by the Contractor for this project shall have been tested under this specification and shown to be resistant to excessive expansion caused by alkali-silica reactivity (ASR) and provides adequate air entrainment for freeze thaw durability. The contractor shall construct the project with practices outlined in this specification.
- C. All labor, materials, equipment, supervision and incidentals required for complying with the requirements of this section shall be incidental to the other work of this project.

1.04 REFERENCES

- B. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.05 SUBMITTALS

- B. Contractor shall submit proposed mix design for all Portland cement concrete mixtures to be supplied on this project.
- C. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.03 PORTLAND CEMENT CONCRETE MIXTURE COMPONENTS

- | | |
|--------------------------------|-------------------|
| A. Portland cement | ASTM C-150 |
| B. Fine Aggregate | ASTM C-33 |
| C. Coarse Aggregate | ASTM C-33 |
| D. Fly Ash, Class F | ASTM C-618 |
| E. Slag Cement, Grade 100, 120 | ASTM C-689 |
| F. Silica Fume | ASTM C-1240 |
| G. Blended Cements | ASTMC-595 |
| H. Air Entraining Admixtures | ASTM C-260 |
| I. Chemical Admixtures | ASTM C-494 |
| J. White Membrane Cure | ASTM C-309 Type 2 |

PART 3. EXECUTION

3.03 ALKALI-SILICA REACTIVITY

- A. The Contractor shall supply to the Owner preliminary concrete mix designs including a list and location of all suppliers of concrete materials. The Contractor shall evaluate the mixtures for the potential for excessive expansion caused by ASR and provide documentation to the owner. The Contractor's evaluation shall include a review of any previous testing of the material sources

intended to be used for both the fine and coarse aggregates for the concrete mixtures. The previous testing may be from other projects or records provided by the material suppliers.

- B. Aggregates shall be tested under ASTM C-1260. If the expansion of the mortar bars is less than 0.10%, at 14 days, the aggregates shall be considered innocuous and there are no restrictions for ASR mitigation required with this material.
- C. Previous aggregate test data may be used. If no previous test data is available, for the concrete mix, that shows that it is resistant to ASR, a concrete mixture that will mitigate the potential for ASR must be designed using either method 1 or 2 as described below.

1. Method 1

- a. Substitution of a portion of the cement with Class F Fly Ash, Slag Cement Grade 100 or 120 or a ternary mix (blended cement) containing a blend of Portland cement and slag cement, or Class F fly ash, or silica fume.
- b. The maximum substitution of cement with the fly ash permitted shall be 25% by weight of total cementitious material (cement plus fly ash). Additional requirements for the Fly Ash, Class F are that the Calcium Oxide (CaO) percent shall be less than 10 % and the available alkalis shall not exceed a maximum of 1.5%. A copy of the most recent mill test report shall be submitted to verify. Note: a Class C fly ash with a minimum total of oxides ($\text{SiO}_2 + \text{Al}_2\text{O}_3 + \text{Fe}_2\text{O}_3$) of 66% and a minimum SiO_2 of 38% may be used in lieu of Type F fly ash.
- c. The maximum substitution of cement with the Slag Cement permitted shall be 40% by weight of total cementitious material (cement plus Slag Cement). The minimum replacement rate with Slag Cement shall be 25%.
- d. For a ternary blend the total replacement of supplementary cementitious materials is 40% with a blend consisting of a maximum of 15% type F fly ash, and/or 8% silica fume and/or slag cement.
- e. For method 1, the effectiveness of the proposed mix combination to resist the potential for excessive expansion caused by ASR shall be demonstrated using current or historic data. To demonstrate the effectiveness of the proposed mix the Contractor shall construct and test mortar bars per ASTM C1567 (14 day test) using both the fine and coarse aggregate along with the proposed cementitious material for the concrete mixture. If a mortar bar constructed of these materials produces an expansion of less than 0.10%, concrete mixture will be considered to be resistant to excessive expansion due to ASR.
- f. If a mortar bar constructed produces an expansion of 0.10% or greater, concrete mixtures containing these materials shall not be considered resistant to the potential for excessive expansion due to ASR and shall be rejected. Additional testing, including alternate proportions or different materials will be required.

2. Method 2.

- a. Use low alkali cement and maintain the total alkali content from the cementitious at no more than 3.0 lbs/cyd (Na_2Oeq). The total alkali contribution is calculated by the quantity contained in the Portland cement only.
- b. Requirements for Low Alkali Cement are that the alkali content does not exceed 0.60% expressed as Na_2O equivalent. Equivalent sodium oxide is calculated as: $(\text{percent Na}_2\text{O} + 0.658 \times \text{percent K}_2\text{O})$.

3. For either method 1 or 2, if the Contractor intends to change any component material supplied after the mix design has been approved all concrete work will be suspended with no cost to the owner or extension of time, unless approved, until evaluation of the new mixtures and testing of the new materials demonstrates that it is resistant to excessive expansion due to ASR.
- D. The Owner and Contractor shall monitor the concrete that is delivered to the project site so as to insure that the approved mix design is being followed. The supplier shall include on the delivery ticket for each batch of concrete delivered to the job, the identification and proportions of each material batched. In lieu of individual batch tickets a detailed summary report showing the batch weights for each load may be submitted, at the end of each production shift, provided that individual ticket information is supplied upon request for inspection and testing personnel.
- E. When concrete is placed during cold weather, below 40 degrees F, the use of accelerators, heated aggregates, silica fume and/or additional forms of cold weather protection will be required. Cold weather will not eliminate the requirement for furnishing and placing a concrete mix that is considered resistant to ASR attack.
- F. Prior to cool weather placement, temperatures between 40 and 60 degrees F, the set time of the proposed mix shall be verified under anticipated field conditions. This information shall be used when scheduling pours and saw crews.

3.04 AIR ENTRAINMENT

- A. Air entrainment shall be accomplished by addition of an approved air entraining agent. Air content as determined by ASTM C 231 or ASTM C 173, shall be determined on each day of production as early and as frequently as necessary until the air content is consistently acceptable. Acceptance testing for air content shall be on the grade ahead of the placement operation.
- B. Paver placement:
 1. The target air content of the in-place finished plastic concrete is 6.0%. During production acceptance will be at the point of acceptance sampled ahead of the paver, the target value referred to as the Acceptance Air Content (AAC). The AAC will be determined by the air loss actually experienced during transportation, consolidation and placement of the concrete. The difference between the as-produced concrete in front of the paver and the in-place air content will be considered the air loss. The AAC for the project will be 6.0% plus an amount equal to the air loss.
 2. To establish the initial target AAC on the first day of paving, the first load shall be tested at the plant. For up to the first ten loads, the AAC measured prior to placement shall be at least 8.0% and no more than 12.0%. After initial testing at the plant at least two sample sets shall be tested to determine the actual air loss during placement. A set shall consist of two samples of concrete from the same batch, one taken at the point of discharge and the other from the in-place concrete behind the paver. The air loss from the two sets shall be averaged and added to 6.0% to establish the AAC (rounded to the next higher 0.5%). The project acceptance air tests shall be taken prior to placement and shall be within the range of the AAC plus 2.0% or minus 1.0%.
 3. After the AAC has been established it shall be verified and/or adjusted through daily checks of the air loss through the paver. The loss through the paver shall be checked twice daily. A Revised AAC shall be established if the average air loss from two consecutive tests deviates by more than 0.5% from the current accepted air loss.

C. Hand placed concrete:

1. The air content for non slip form paving shall be 7.0% plus 1.5% or minus 1.0% at point of placement.

3.05 CONSTRUCTION PROCESSES

A. Aggregate control

1. Gradation control – The Contractor shall provide a detailed stockpile management plan, describing their process control procedure for shipping, handling, and stockpiling of each aggregate including workforce training.
2. Moisture control – All aggregate materials must be conditioned to a moisture content of not less than saturated surface dry (SSD) prior to batching. A watering process using some type of sprinkler system is required on all coarse aggregate material stockpiles.

B. Mixing

1. Central mix plants

- a. The total volume of the batch shall not exceed the designated size of the mixer or the rated capacity as shown on the manufacturer's rating plate.

b. Drum Mix Plants:

- i. After all solid materials are assembled in the mixer drum; the mixing time shall be a minimum of 60 seconds and a maximum of 5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall start after the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer through out the charging cycle. Any additional slump water required shall be added to the mixing chamber by the end of the first 25% of the specified mixing time. Mixers shall not be used if the drum is not clean or if the mixing blades are damaged or badly worn.

c. Ribbon mixers:

- i. After all solid materials are assembled in the mixer; the mixing time shall be a minimum of 30 seconds and a maximum of 2.5 minutes. The mixing time may be decreased if the ASTM C-94 11.3.3 mixer efficiency tests show that the concrete mixing is satisfactory. The Engineer may require an increase in the minimum mix time if the mixer efficiency test determines that the concrete is not being mixed satisfactorily. The minimum mixing time shall be indicated by an accurate timing device which is automatically started when the mixer is fully charged. Mixers shall be operated at the speed recommended by the manufacturer as mixing speed. The mixer shall be charged so that a uniform blend of materials reached the mixer throughout the charging cycle. After any additional slump water is added to the mixing chamber the mixing shall continue for a minimum of 10 seconds. Mixers shall not be used if the mixer is not clean or if the mixing blades are damaged or badly worn.

2. Truck mixers

- a. The capacities and mixing capabilities shall be as defined in ASTM C 94, and each unit shall have an attached plate containing the information described therein. The plate may be issued by the Truck Mixer Manufacturer. The mixer capacity shall not be exceeded, and the mixing speeds shall be within the designated limits. Truck mixers shall be equipped with a reliable reset revolution counter. If truck mixers are used for mixing while in transit, the revolution counter shall register the number of revolutions at mixing speed.
- b. An authorized representative of the concrete producer shall certify that the interior of the mixer drum is clean and reasonably free of hardened concrete, that the fins or paddles are not broken or worn excessively, that the other parts are in proper working order, and that the unit has been checked by the representative within the previous 30 calendar day period to substantiate this certification. The current, signed certification shall be with the unit at all times.
- c. The required mixing shall be between 70 and 90 revolutions. The mixing shall be at the rate designated by the manufacturer and shall produce uniform, thoroughly mixed concrete.
- d. The Engineer may inspect mixer units at any time to assure compliance with certification requirements, and removal of inspection ports may be required. Should the Engineer question the quality of mixing, the Engineer may check the slump variation within the batch. Should the slump variation between two samples taken, one after approximately 20% discharge and one after approximately 90% discharge of the batch, show a variation greater than 3/4 inch (20 mm) or 25% of the average of the two, whichever is greater, the Engineer may require the mixing to be increased, the batch size reduced, the charging procedure be modified or the unit removed from the work.
- e. The practice of adding water on the site shall be discouraged. After the first round of trucks has been adjusted on the grade the amount of water added at the plant shall be adjusted and shall become the point of adjustment throughout the pour. All water additions on site shall be approved by the Engineer.

C. Curing

1. Apply liquid curing compound in a fine atomized spray to form a continuous, uniform film on the horizontal surface, vertical edges, curbs and back of curbs immediately after the surface moisture has disappeared, but no later than 30 minutes after concrete placement. With approval of the Engineer, the timing of cure application may be adjusted due to varying weather conditions and concrete mix properties.
2. The cure system shall be on site and tested prior to concrete placement.
3. Apply a curing compound at a rate of application not less than 2 gallons per 25 square yard; keep the material thoroughly mixed per the manufactures recommendation and do not dilute the compound.
4. The finished product shall appear as a uniformly painted solid white surface. Areas exhibiting a blotchy or spotty appearance shall be recoated immediately.

END OF SECTION

**SECTION 712
CONCRETE SIDEWALK CONSTRUCTION**

GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the construction of concrete sidewalks and ramps, and associated work, including detectable warning plates for sidewalk ramps as required for compliance with the American with Disabilities Act.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Concrete Durability Requirements

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.
- B. All sidewalk and ramp shall meet ADA requirements for slope, surface finish, width, and all other requirements.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all concrete to be supplied for sidewalk construction.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

MATERIALS

1.04 CONCRETE

- A. The concrete mixture shall be meet the requirement of MDOT Mixture P1, with 6AA coarse aggregate, Type 1A Portland cement, and 6.0 sacks (564 lbs.) of cement per cubic yard.
- B. The concrete mixture supplied on this project shall conform to the requirements of the Concrete Durability Requirements section for resistance to alkali-silica reactivity (ASR).
- C. Admixtures shall be used only when specified or authorized by the Engineer.
- D. The City reserves the right to make air and slump tests on any or all loads of concrete supplied to the job prior to placing the concrete in the grade. Concrete shall not be placed on the grade until such tests have been completed and approved by the Engineer. Concrete not meeting the specifications will be rejected. Re-tempering of rejected concrete for re-use on the job will not be allowed.
- E. Water shall not be added to the concrete at any time without specific permission by the Engineer.

1.05 TRUNCATED DOMES / DETECTABLE WARNING

- A. Truncated Domes / Detectable Warning shall be manufactured of cast iron, and shall at a minimum have the following properties:

Slip Resistance (ASTM C-1028):

1.10 Dry / 1.06 Wet

Wear Resistance (ASTM C-501):	7333
Impact Resistance (ASTM D-1709)	>238 Newtons
Adhesion to Concrete (Bond Strength ASTM D-482)	>5000 lbs
Tensile Strength (ASTM A-48)	35,000 PSI

- B. Truncated Domes / Detectable Warning shall be supplied with a natural finish. Black asphalt dip finish is acceptable as well, as long as all of the detectable warning plates at each intersection (all corners) that are constructed as a part of the work have the same finish.
- C. Truncated Domes / Detectable Warning shall be supplied at each sidewalk ramp in accordance with ADAAG and/or MDOT requirements, whichever is more stringent.
- D. Truncated Domes / Detectable Warning shall be at least 2 feet deep along the direction of travel. The detectable warning plate width shall generally be 5 feet, unless otherwise specified on the drawings or in the field by the Engineer. Radial plates may be used where called for on the drawings, or in the field by the Engineer.
- E. Truncated Domes / Detectable Warning shall be manufactured by East Jordan Iron Works, or approved equal.

1.06 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

CONSTRUCTION

1.07 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

1.08 PREPARATION

- A. If removal and replacement of the existing sidewalk is specified in the work item, the Contractor shall remove the existing sidewalk to the extent shown on the plans, or as directed by the Engineer in the field.
- B. During removals and construction, Contractor shall protect all adjacent sidewalks, pavement, curb and gutter, and drive approaches from damage. Any adjacent infrastructure that is damaged by the Contractor during construction shall be replaced by the Contractor at no additional cost to the City.
- C. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- D. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.

- E. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- F. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- G. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

1.09 SIDEWALK THICKNESS

- A. Unless otherwise noted on the drawings, sidewalks shall be at least four (4) inches thick, except at ramps and across driveways, where they shall be at least six (6) inches thick.

1.10 DISPOSAL OF WALK AND EXCAVATED MATERIALS

- A. The old walk, after removal, and excavated materials shall be disposed of by the Contractor at his own expense. He shall provide his own dump. When directed by the Engineer, the Contractor shall leave removed sod in an area adjacent to the construction. The Contractor will not be held responsible for the sod after that time or responsible for the condition of the area under which the sod was placed.

1.11 PREPARATION OF SUBGRADE

- A. The subgrade shall be formed by trenching or filling to the required elevation for bottom of concrete, or to bottom of subbase, if a subbase is specified. All sod and vegetative matter shall be stripped from the subgrade.
- B. The subgrade after grading shall be thoroughly tamped or otherwise compacted, to insure its stability. Any soft, spongy or otherwise unstable areas in the subgrade shall be removed and replaced with granular fill.
- C. In cuts, the subgrade shall be made sufficiently wide to permit the proper placing of forms, and in fills, the subgrade shall be made at least one (1) foot wider on each side than the required width of sidewalk.
- D. All fills shall be of granular material, and shall be placed in thoroughly compacted layers not to exceed six (6) inches in depth. Compaction shall be accomplished by the use of mechanical equipment or hand tamps with metal bases.
- E. Existing sidewalks or paved areas under proposed sidewalks shall be removed, except where grade will allow at least two (2) inches of granular fill to be placed over them.

1.12 PROTECTION OF TREES

- A. Where a tree is less than twenty-four (24) inches from the existing walk, or at the Engineer's discretion, the Contractor may be required to curve the walk around the tree, maintaining the full width of the walk through the curve. The Contractor shall cut and remove all tree roots that are in the sidewalk grade. Merely shaving the roots in order to place the sidewalk at proper grade and thickness will not be acceptable. The cost of the work of cutting and removing the roots and curving the walk around the trees shall be included in the unit price bid. The City may elect to cut and remove certain tree roots with their own forces, but the Contractor shall submit his bid based on performing all of the necessary root cutting and removal.

1.13 BARRICADES AND LIGHTS

- A. Barricades and lights shall be placed in accordance with the “Public Safety” section of the “General Requirements” section of these specifications. In addition, the following requirements shall be met.
- B. Barricades used under this contract shall be “horses” or other barricades approved by the Engineer. Barricades made of rope, wood siding and other similar types will not normally be approved by the Engineer.
- C. Barricades shall be placed where sidewalks under construction join sidewalks or driveways which are open for use.
- D. Lights shall be placed at the beginning and end of construction in each block. Where such lights are more than five hundred (500) feet apart, intermediate lights shall be placed so that the distance between any light does not exceed five hundred (500) feet.

1.14 FORMS

- A. Forms shall be of metal or wood, and of an approved section. Materials, other than metal or wood shall not be used for forms, unless specifically authorized by the Engineer.
- B. Forms shall be straight, free from distortions, and shall show no vertical variation greater than one-eighth (1/8) of an inch in ten (10) foot lengths from the true plane surface on the top of the forms when tested with a ten (10) foot straight edge, and shall show no lateral variations greater than one-quarter (1/4) of an inch from the true plane surface on the vertical face of the form when tested with a ten (10) foot straight edge.

1.15 FORMING

- A. Forms must be used for all edges of all sidewalk construction. Where proposed walk abuts existing concrete, and the edge of the existing concrete is true to line and grade, the existing concrete, with or without expansion paper, will be considered a form for the new sidewalk.
- B. Forms shall be installed true to line and grade established by the Engineer. They shall be adequately staked and braced to remain on line and grade during the placement of concrete.
- C. Walk shall pitch to the center of the street at the rate of one-quarter (1/4) inch per foot of width, unless otherwise provided. Forms shall be of the full depth specified for the walk.
- D. Before placing concrete, forms shall be thoroughly cleaned and oiled.

1.16 PLACING AND FINISHING CONCRETE

- A. Before beginning a run of concrete, all hardened concrete or foreign material shall be completely removed from the inner surface of the mixer and conveying equipment. Before depositing any concrete, all debris or other foreign matter shall be removed from the space to be occupied by the concrete.
- B. The subgrade shall be thoroughly wetted and the concrete shall be deposited thereon to the proper depth. So called “two course” pouring will not be permitted. Concrete shall be handled from the mixer to the place of deposit as rapidly as possible and by methods which will prevent separation of the ingredients. The concrete shall be deposited directly into the forms as nearly as possible in its final position, so as to avoid re-handling. The piling up of concrete in the forms will not be permitted. No concrete which has partially hardened shall be deposited in the work.
- C. Concrete shall be worked into all the recesses and corners of the forms by means of thorough spading of an approved method or mechanical vibration.

- D. When the air temperature falls to 40°F and is dropping, no concrete shall be placed. Pouring may be started when the temperature is 35°F in the shade, away from artificial heat, and is rising. All concrete during curing shall be protected from freezing by straw, hay or tarpaulins, for not less than seventy-two (72) hours after pouring.
- E. No concrete shall be poured on a frozen, dry, saturated or uncompacted subgrade.
- F. The concrete shall be alternately tamped and struck off with a strike board until all voids are removed and the surface has the required grade and cross section. The strike board shall be long enough so it can always be in contact with both forms. The surface shall be floated with a wood or aluminum float, followed by a steel float, just enough to produce a smooth surface free from irregularities. All edges and joints shall be rounded to a radius of one-quarter (1/4) inch with an approved finishing tool. The surface shall then be brushed to slightly roughen the surface and remove the finishing tool marks.
- G. The end of a run of concrete shall not remain unformed for more than one-half (1/2) hour, by which time a header form shall be placed. If a header is not placed, the concrete shall be removed back to the last transverse joint prior to continuing the pour. Headers, when used, shall not vary more than six (6) inches in location from the normal transverse joint location.

1.17 JOINTS

- A. Joints shall be constructed true to line, with their faces perpendicular to the surface of the sidewalk, and shall not vary more than one-quarter (1/4) inch from their designated position. Transverse joints shall be constructed at right angles to the centerline of the sidewalk, and longitudinal joints shall be constructed parallel to the centerline, unless otherwise required.
- B. When the sidewalk is constructed in partial width slabs, transverse joints in the succeeding slab shall be placed in line with like joints in the adjacent slab. In the case of widening existing sidewalks, transverse joints shall be placed in line with like joints in the existing sidewalk.
- C. The concrete at the faces of all joints shall be thoroughly spaded and compacted to fill all voids, and the surface shall be finished smooth and true to grade.
- D. Expansion Joints - Expansion joints shall be of the pre-molded non-extruding bituminous fiber filler type.
- E. In new sidewalk, one-half (1/2) inch thick expansion joints shall be placed at intervals of not more than fifty (50) feet. In repairing existing sidewalk, at least one, one-half (1-1/2") inch expansion joint shall be used in the repair, unless existing expansion joints are less than thirty (30) feet on either side of the repair.
- F. One-half (1/2") inch thick expansion joints shall also be placed at junctions with sidewalks, drives, buildings and other rigid structures. Three-quarter (3/4) inch thick by five (5) inch expansion joints shall be placed at all curb junctions and also between sidewalk and abutting parallel curb or gutter.
- G. Contraction Joints - Insofar as feasible, joints shall be spaced at intervals equal to the width of the walk and with maximum transverse and longitudinal intervals of ten (10) feet. Joints shall be produced by use of slab division forms extending the full width and one-half (1/2) the depth of the walk. The joints shall be of not less than one-eighth (1/8) inch, nor more than one-quarter (1/4) inch in width, and shall be finished smooth and true to line.
- H. Slab division forms shall remain in the concrete a sufficient length of time to insure permanent separation of the concrete.

1.18 WHITE MEMBRANOUS CURING

- A. After finishing operations have been completed, and immediately after the free water has left the surface, the surface of the sidewalk shall be completely coated and sealed with a uniform layer of white membranous curing compound.
- B. The compound shall be applied in a continuous uniform film by means of mechanical pressure sprayer equipment at a rate of not less than one (1) gallon per two hundred (200) square feet of surface. The equipment shall provide adequate stirring of the compound during application. The equipment for applying the compound must be approved by the Engineer before work is started.
- C. If the compound is too thick for satisfactory application during cold weather, the material may be warmed in a water bath at temperatures not over 100°F. Thinning with solvents will not be permitted.
- D. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage, or if the film is damaged in any other way, the Contractor will be required to apply a new coat of material to the affected areas equal in curing value to that specified for the original coat.

1.19 SIDEWALK RAMPS

- A. Sidewalk ramps shall be constructed in accordance with these Concrete Sidewalk Construction Specifications, and in accordance with MDOT Standard Detail R-28, latest edition.
- B. Surface texture of ramps shall be that obtained by a coarse brooming, transverse to the slope of the ramps. The normal gutter line profile shall be maintained through the area of ramps.
- C. There is no separate pay item for sidewalk ramps. The sidewalk portion of ramps will be paid for as concrete sidewalk construction. Work required at the curb for ramps will be paid for under a curb pay item, depending on the type of curb work performed.
- D. Each ramp shall include a Truncated Domes / Detectable Warning installed at the back of the curb. The Truncated Domes / Detectable Warning shall generally be 5 feet wide by 2 feet deep. If that is not possible given the site constraints, then they shall be at least as wide as the existing adjacent sidewalk. Radial Truncated Domes / Detectable Warning plates may be required in some locations.

1.20 REMOVAL OF FORMS

- A. Forms shall not be removed from freshly placed concrete until it has set for at least twelve (12) hours. They shall be carefully removed, and in such a manner that no damage will be done to the edge of the sidewalk.

1.21 PROTECTION OF EXISTING LAWNS

- A. The Contractor shall use extreme care while replacing existing sidewalks or constructing new sidewalks in existing lawns not to damage the lawns. The Contractor shall remove a maximum of six (6) inches of sod beyond the edges of the sidewalk. He shall remove the sod after cutting it with a square nosed shovel on a parallel line to the sidewalk.
- B. The Contractor shall protect existing lawns at all times during his work. Equipment or vehicles will not be permitted on established lawns. The Contractor will be held responsible for all damage to lawns more than six (6) inches away from sidewalk construction. Sod and other excavated materials shall not be placed on existing lawns. Any lawn area damaged as a result of the Contractor's operations may be repaired by the City at the Contractor's expense.

1.22 UNDERGROUND SPRINKLER SYSTEMS

- A. Some of the houses in the sidewalk replacement area may have underground sprinkler systems for their lawns. The owners of these sprinkler systems have been notified that they are responsible for locating for the Contractor, all underground sprinkler equipment adjacent to any sidewalk that is to be replaced. The Contractor will be required to use caution when working around these known underground sprinkler systems, and shall repair any damage to sprinkler systems.

1.23 SERVICE WALKS

- A. Where the grade of a new or replaced sidewalk does not meet the grade of a private service walk, the Contractor may be required to replace a portion of the service walk. The Contractor will be required to replace only that portion of the service walk that the Engineer determines is necessary to eliminate a hazard or drainage problem.
- B. Payment for replacement of service walks will be made at the contract unit price for four (4) inch concrete sidewalk replacement.

1.24 CONSTRUCTION AT PAVED DRIVEWAYS

A. Sidewalk Replacement at Concrete Driveways

- 1. The existing sidewalk shall be removed without damaging the driveway. Expansion joints shall be replaced along each edge of the sidewalk, and the sidewalk shall be replaced using the expansion paper at the drive as forms.

B. Sidewalk Replacement at Asphalt Driveways

- 1. The existing sidewalk, and a maximum of four (4) inches of asphalt on each side of the sidewalk, shall be removed without damaging the rest of the drive. A neat joint shall be cut in the asphalt prior to removing the sidewalk. The sidewalk shall be formed across the driveway. Wood forms may be used in such locations. Upon completion of the sidewalk construction, the Contractor shall place road gravel in the form excavations. There will be no additional payment made for cutting the neat joints, removing asphalt and placing road gravel in the form excavations. The Contractor shall be responsible to replace the asphalt to be paid for using the appropriate pay items for Handpatching.
- 2. Where an asphalt driveway is in good condition and at a suitable grade, the Engineer may direct that the sidewalk be removed and replaced without removing a portion of the driveway. In such case, the Contractor shall use caution to avoid damage to the asphalt. Also, the Contractor will not be required to set forms. The Contractor should avoid getting concrete on the surface of any asphalt drive.

C. New Sidewalk at Concrete Driveways

- 1. The Contractor shall saw cut and remove that portion of the driveway necessary to be removed to construct the sidewalk, and necessary to be removed because of grade. The sidewalk shall be formed across the driveway, and following the removal of the forms, the remaining portion of the driveway removed shall be replaced.

D. New Sidewalk (asphalt drives)

- 1. The Contractor shall cut neat joints in the asphalt at locations determined by the Engineer. The Contractor shall remove the asphalt between the neat joints, shall form the sidewalk across the drive, and following the removal of the forms, shall fill the form excavations with road gravel. There will be no additional payment made for cutting the neat joints, removing the asphalt and placing road gravel in the form excavations.

1.25 CONSTRUCTION AT UNPAVED DRIVEWAYS

- A. The Contractor shall backfill the form excavation across unpaved drives with the same type material as exists in the adjacent driveway.

1.26 FINAL GRADING

- A. For new sidewalk construction, the Contractor shall grade to a uniform slope from the top of the walk to top of the curb, and from the walk to the property line. In the event there is no curb, grading shall be done for a distance of 10 (ten) feet towards the centerline of the street to the existing grade. If this provision should involve destroying or re-grading established lawns and parkways, the Contractor shall confer with the Engineer before starting such grading.
- B. Grading and clean-up work shall be done as soon as possible following the completion of any section of sidewalk, and in no case shall more than two (2) consecutive days (excluding Sundays and holidays) elapse from the time any section of sidewalk is placed until the adjacent grading and clean-up is completed.
- C. In establishing lawns, the Contractor shall place a minimum of two (2) inches of topsoil in all form excavations and on all re-graded areas. The topsoil shall be tamped and graded, and then seeded with grass seed. Clean excavated material may be used to fill under the required topsoil. Topsoil and seed used shall be of a high quality and approved by the Engineer. Topsoil shall be free of sticks, stones, clumps of clay, debris and similar materials.
- D. Straw or equivalent mulch must be tackified to prevent displacement by wind. Hydro-seed blends (hand applied for small areas) is encouraged. Monofilament laced mulch blankets are not permitted.
- E. In unimproved areas, clean excavated material may be used for grading.

1.27 PAYMENT

- A. Payment will be made by unit price per square foot of walk constructed, and price bid shall include excavating; removal of existing sidewalk; granular fill (not more than four (4) inches thick); preparation of the base; forming, furnishing, placing and finishing of concrete; placing of jointing material; curing; removal of forms; and grading as specified.
- B. There will be no additional payment for removing and replacing unstable subgrade.
- C. No deductions in payment will be made for areas of sidewalk construction occupied by manhole castings, utility boxes, pole bases and similar objects, provided no one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk. Where any one such object occupies more than ten (10) square feet of the new (or replaced) sidewalk, no payment will be made for sidewalk within that area.

END OF SECTION

**SECTION 715
EXPOSED AGGREGATE SIDEWALK CONSTRUCTION**

PART 1. GENERAL

1.01 SUMMARY

- A. Exposed Aggregate sidewalks shall be installed for the City of Birmingham according to the provisions described in this section.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. The Contractor shall submit a mock-up sample for the City's approval, of which shall be matched.
- B. The Contractor shall submit a mix design closely resembling the mix described below for review and approval prior to starting work.

PART 2. MATERIALS

2.01 EXPOSED AGGREGATE CONCRETE MIX

- | | | | |
|----------------------|----------------|-----------------|-------------|
| A. Sand: | 2NS | ASTM C-33 | 1080 pounds |
| B. Course Aggregate: | 17A | ASTM C-33 | 1980 pounds |
| C. Cement: | Type 1 | ASTM C150 | 588 pounds |
| D. Water: | City Tap Water | 31.5 gallons | |
| E. Admixture: | ASTM C260* | 11.3 oz./cu.yd. | |

* Darex A.E.A. By W.R. Grace Co.

Concrete strength shall be 4,000 psi at 28 days, with 6% + or – entrained air. Mix design shall not have less than 6.25 sacks of cement per cubic yard and shall be approved by the City of Birmingham Engineering.

2.02 EXPANSION JOINTS

- A. Material for the joint shall be resilient, non-extruding type premolded bituminous impregnated fiberboard. All expansion joints shall be filled with sealant, using a two part polysulfide sealant, self leveling, and light gray color. Submit color sample for approval. Federal Specifications TT-S-0027e, Type 1, Dow Corning #780 or equal.
- B. A sealant backer rod shall be used of compressible rod stock of polyethylene foam or other flexible, permanent, durable non-absorptive material as recommended for compatibility by sealant manufacture.

2.03 SURFACE RETARDANT

- A. The exposed aggregate finish surface shall be exposed by use of surface retardant “Preco EAC-S” or approved equal.
- B. Retarders and sealers shall be clear. White or colored retarders and sealers will not be permitted.

PART 3. EXECUTION

3.01 EXPANSION JOINTS

- A. A 1” expansion joint shall be placed between the existing buildings and new pavement (sidewalk). All other expansion joints shall be ½” unless otherwise noted. Provide expansion joints as shown in the plans unless otherwise determined by the City, and between plain and exposed aggregate sidewalk.

3.02 CONCRETE POURING

- A. Concrete shall be placed, leveled and floated in normal fashion. Shortly following floating, retardant may be sprayed or brushed over the surface following manufacturer’s specifications.

3.03 EXPOSITION OF AGGREGATE

- A. Immediately after the slab has been screened and darbied, the aggregate shall be “washed” in a uniform manner until the entire surface is exposed. A thorough ‘exposing’ of the embedded aggregate shall be performed until all aggregate is left just above the surface, leaving no holes or openings in the surfaces.
- B. The surface shall then be brushed and washed until all the aggregate is exposed and free of cement film.

3.04 CURING

- A. Once the concrete is sufficiently cleaned and cured, the Contractor shall apply Concrete Curing and Sealing compounds in accordance with Section 721 and the manufacturer’s installation instructions. Installation for the curing and sealing compound shall be incidental to the cost of the sidewalk where the concrete is being removed and replaced.

3.05 PROHIBITED EXECUTION PRACTICES

- A. The installation method referred to as “seeding” will not be permitted.

END OF SECTION

SECTION 717
BRICK PAVER SIDEWALK CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. Brick Pavers shall be installed for the City of Birmingham according to the provisions described in this section.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

PART 2. MATERIALS

2.01 CONCRETE BASE

- A. Materials and methods for placing concrete base shall be as specified in the “Concrete Sidewalk Construction” specifications. Reinforcement and drainage holes shall be installed as shown on the standard details.

2.02 SAND-CEMENT LEVELING BED

- A. The brick pavers shall be placed on a sand-cement leveling bed. The sand-cement leveling bed shall consist of one (1) part of Portland cement and six (6) parts sand.

2.03 BRICK PAVERS

- A. Brick Paver sidewalks and brick paver steps shall be constructed in accordance with City of Birmingham Standard Details for “Sidewalk Ramps and Brick Paver Sidewalks.”
- B. Brick pavers shall be manufactured from the finest quality fire-clay or shale, producing a dense, low absorption body with at least the equivalent of 100 cycles of freeze-thaw conditions. The manufacturer shall be the Fairfield Brick Company, Zoarsville, Ohio, or an approved equal. The type of brick shall be shade #1201, or an approved equal, size 4” x 8” x 2 ¼”. The #1201 brick pavers may be purchased through the Colonial Brick Company, 12844 Greenfield Road, Detroit, MI. Their telephone number is 313-272-2160.

2.04 WOOD EDGING

- A. Wood Edging shall be 1” by 4” or larger.

PART 3. EXECUTION

3.01 LEVELING BED PREPERATION

- A. The leveling bed shall be thoroughly compacted and screeded off at a grade that provides for the thickness of the brick pavers.

3.02 PLACEMENT

- A. The brick shall be laid in a running bond pattern with hand tight joints keeping good alignment. There shall be a maximum vertical variance between adjacent bricks of 1/16”.

- B. After the brick pavers have been installed, the Contractor shall sweep sand-cement (6 to 1 mixture) into all joints, until all voids are filled. It may be necessary to repeat that procedure several times to fill the joints. Following the joint filling, all excess sand-cement shall be removed from the surface.

3.03 BRICK PAVER STEP

- A. This item covers the installation of a 12" wide (approximate width) section of brick pavers with mortar joints installed at step locations in brick paver sidewalks.
- B. The brick pavers used in the brick steps shall meet the requirements of the "Brick Pavers" section of these specifications.
- C. The mortar shall consist of a 1:2 mix of portland cement and sand, gauged with LATICRETE Liquid 3701. Sand and cement shall first be mixed dry and then sufficient LATICRETE 3701 Liquid added to bring the mortar to the proper consistency for placing. LATICRETE is available at the Boomer Company, 1940 E. Forest, Detroit, MI. Their telephone number is (313) 832-5050.
- D. LATICRETE installation shall be in strict accordance with the manufacturer's instructions.
- E. Sand for mortar shall be clean silica sand composed of grains graded in size up to such grains as will, when dry, readily pass a screen having 6 meshes per inch. It shall contain not more than 5% of weight of clay, loam and other materials sufficiently fine to pass a 100 mesh sieve.
- F. Joints shall be packed full and free of all voids and pits. Excess mortar shall be cleaned from the face of the pavers as the work progresses. Cleaning shall be done while the mortar is fresh, and before it hardens on the surface.
- G. Red coloring shall be added to the mortar to make the mortar joints match the color of the brick pavers as closely as possible. The material for the red coloring shall be intended by the manufacturer for coloring mortar and/or concrete. The coloring material shall be mixed into the mortar in accordance with the manufacturer's instructions.

3.04 WOOD EDGING

- A. Wood edging shall be installed along the brick perimeter of tree openings. The wood edging will temporarily hold the brick pavers in place until the City can place "prairie film" in the tree openings. The wood edging shall be 1" x 4" or larger. A sufficient number of wood stakes shall be attached to the wood edging to hold it in place without bending. The stakes shall be driven flush with the ground surface.

3.05 PAYMENT

- A. Payment for "Construct Brick Paver Sidewalk" will be made at the contract unit price per square foot, which price will be payment-in-full for excavating, and furnishing and installing: the concrete base; the sand-cement leveling bed; the brick pavers; wood edging; and thickening the edges of new sidewalks abutting brick paver sidewalks.
- B. Payment for "Construct Brick Paver Step" will be made at the contract unit price per linear foot, which price will be payment-in-full for furnishing and installing the brick step in accordance with the plans and specifications, which includes the construction of the underlying concrete base and adding coloring to the mortar.
- C. There will be no separate payment for wood edging, as that work is considered to be incidental to "Construct Brick Paver Sidewalk".

END OF SECTION

SECTION 721
CONCRETE CURING AND SEALING COMPOUNDS

PART 1. GENERAL

1.01 SUMMARY

- A. This section covers curing and sealing compounds for both new and existing exterior exposed aggregate concrete surfaces. This work is related to the installation of exposed aggregate concrete sidewalks. Refer to Section 712 and Section 715 for concrete installation information.

1.02 REFERENCES

- A. AASHTO M 148 – Liquid Membrane-Forming Compounds for Curing Concrete.
- B. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
- C. ASTM C 1315 – Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
- D. Federal Specification TTC 800A.

1.03 SUBMITTALS

- A. The Contractor shall submit all manufacturers' product data to the City for approval prior to installation, including surface preparation and application instructions.

PART 2. MATERIALS

2.01 ACCEPTABLE MANUFACTURERS

- A. The Euclid Chemical Company, or W.R. Meadows, or Equal.

2.02 CURING AND SEALING COMPOUND

- A. Concrete curing and Sealing Compound shall be an acrylic copolymer based curing, sealing, hardening, and dust proofing membrane – Euclid Super Rez-Seal, W.R. Meadows Expo-Gloss or approved equal.
- B. Concrete Curing and Sealing Compound shall meet or exceed the following standards:
 - 1. AASHTO M 148, Type 1 and 1D.
 - 2. ASTM C 309, Type 1 and 1D, Class B.
 - 3. ASTM C 1315, Type 1, Class C.
 - 4. Federal Specification TTC 800A, Type 1.
 - 5. Maximum VOC content of 700 g/L in accordance with EPA 40 CFR Part 59, Table 1, Subpart D for concrete curing and sealing compounds.
- C. Concrete Curing and Sealing Compound shall be USDA approved, UV Resistant and Non-yellowing.

PART 3. EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Contractor shall store materials in clean, dry area in accordance with manufacturer's instructions. Care should be taken to store the materials in such a manner that they are secure from access to the public. The Contractor shall not use the road right of way for overnight storage of sealing and curing compounds. Keep containers sealed until ready for use. Contractor shall protect materials during handling and application to prevent damage or contamination.

3.02 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall not apply curing and sealing compound when the concrete surface or air temperatures are below 40 degrees F (4 degrees C).
- B. The Contractor shall not apply curing and sealing compound when material temperature is below 50 degrees F (10 degrees C).

3.03 INSTALLATION

- A. Contractor shall examine concrete surfaces to receive curing and sealing compound and notify the Engineer if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions are corrected.
- B. Contractor shall prepare concrete surfaces in accordance with manufacturer's instructions. Ensure surfaces are clean and free of standing water. Remove dirt, dust, oil, grease, sealers, and other materials that may prevent adhesion of curing and sealing compound.
- C. Contractor shall apply curing and sealing compound to concrete surfaces in accordance with manufacturer's instructions. Curing and sealing compounds shall be installed at a uniform coverage rate in accordance with manufacturer's instructions. Apply as soon as possible after finishing and immediately after disappearance of surface moisture sheen, when used to cure freshly placed concrete.
- D. Protect horizontal surfaces from traffic until curing and sealing compound has cured.

END OF SECTION

SECTION 750
HOT MIX ASPHALT PAVEMENT CONSTRUCTION

PART 1. GENERAL

1.01 SUMMARY

- A. This section includes the provision of all labor, materials, equipment, supervision and incidentals required for the furnishing and placement of plant mixed Hot Mix Asphalt (HMA) pavements.

1.02 REFERENCES

- A. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 SUBMITTALS

- A. Contractor shall submit proposed mix design for all hot mix asphalt to be supplied on this project.
- B. Contractor shall submit certifications for all aggregate and classified granular fill materials to be supplied on this project.

PART 2. MATERIALS

2.01 HOT MIX ASPHALT PAVEMENTS

- A. The hot mix asphalt pavements shall meet the requirements of the MDOT Special Provision for Marshall Hot Mix Asphalt Mixtures (03SP501(H)) for the mixes designated on the plans or elsewhere in the specifications, except as modified on the plans or in these specifications.
- B. No Recycled Asphalt Pavement (RAP) materials shall be allowed in any of the HMA Mixtures to be used for the top courses of any pavement installed on this project.
- C. Bond coat shall be SS-1h.

PART 3. CONSTRUCTION

3.01 EXAMINATION

- A. Contractor shall verify the existing conditions prior to submitting a bid on the project.

3.02 ASPHALTIC - BITUMINOUS

- A. For purposes of these specifications, the words, "asphaltic" and "bituminous", and comparable variations of such words, will be considered to be interchangeable.

3.03 MAINTAINING TRAFFIC

- A. The Contractor shall furnish, erect and maintain road construction barricades in accordance with current Michigan Manual of Uniform Traffic Control Devices.
- B. The Contractor shall at all times allow access to abutting property along the job. It is not intended that this shall permit access to the property during the actual processes of construction, however, the Contractor shall provide for temporary crossings and crossovers over the work partially completed prior to final completion of the construction. No roadway surface shall be opened to traffic prior to authorization by the Engineer.

3.04 ADJUSTING CASTINGS

- A. This work will consist of adjusting manhole, gate well and drainage structure castings to the elevation of the finished surface in accordance with the “Adjusting Drainage Structure Covers” section of the MDOT specifications.
- B. In concrete pavements, the top of the concrete replaced around castings shall be held down two (2) inches below the elevation of the finished surface.
- C. Prior to placing the top course of asphaltic concrete, the area around castings shall be filled with portland cement concrete to the elevation of the leveling course.
- D. Variable adjusting castings shall not be used unless specifically authorized by the Engineer.
- E. The City may elect to replace some castings. In such cases, the Contractor shall deliver the old castings and pick up new castings at the City Department of Public Services (DPS) yard on Eton Road. That work will be considered to be incidental to Adjusting Castings.

3.05 PREPARATION OF EXISTING PAVEMENT FOR ASPHALT OVERLAY

- A. Repairing Concrete Curb & Slab Replacement
 - 1. Concrete for concrete curb and slab repairs shall meet the requirements for concrete for Portland Cement Concrete Pavement Construction.
 - 2. Repairs to existing concrete pavements shall be made in accordance with MDOT Standard Drawing R-44-F.
 - 3. Curb repairs shall join existing curbs at existing joints, cracks (where authorized by the Engineer), or at saw cut joints where saw cutting is necessary. Unless otherwise provided for in the specifications, saw cutting shall be incidental to the other work on this project.
- B. Removing Bituminous Surface For Joints
 - 1. This work will consist of stripping joints in existing bituminous surfaces in accordance with the “Removing Bituminous Surface” section of the MDOT specifications.
- C. Chipping Pavement Around Structures
 - 1. At drainage structures not to be adjusted, the existing concrete or asphaltic pavement surface shall be cut back up to one and one-half (1 1/2) feet, as designated by the Engineer, around the casting to a depth of at least one (1) inch, completely around the structure.
- D. Hand Patching
 - 1. Hand patching shall be performed where called for in the plans and specifications, or where directed by the Engineer.
 - 2. Areas where pavement surfaces are badly deteriorated or cracked into small sections will be repaired using this method.
 - 3. Hand patching will include stripping, chipping, milling or otherwise removing existing surface materials from deteriorated areas in bituminous or Portland cement concrete pavements, and replacing by hand or machine methods with bituminous material approved by the Engineer.
 - 4. Joint repairs shall be done in conformance with Detail 7 and 8 on MDOT Standard Plan R-44, latest edition, except as modified by the project plans and specifications. This work will

consist of chipping joints in the existing concrete pavement surfaces in accordance with the "Chipping Concrete Pavement for Joints" section of the MDOT specifications.

5. Following the removal of the existing material, holes to be hand patched shall be thoroughly cleaned by blowing out all loose material with an air compressor or with a power blower.
6. Hand patching will not include wedging of low areas.
7. Except as provided herein, this work shall conform to the requirements of the "Hand Patching" section of the MDOT specifications.

E. Joint Clean Out

1. Excess filler in cracks or joints, which may cause bleeding or instability in the opinion of the Engineer, shall be removed to the elevation of the pavement surface. This work is considered to be incidental to the asphalt pavement installation on the project.

3.06 BOND COAT

- A. The amount of bond coat applied to existing pavement surfaces shall be 0.15 gallon per square yard, or less if directed by the Engineer.
- B. The amount of bond coat applied to new HMA surfaces shall be 0.10 gallon per square yard, or less if directed by the Engineer.
- C. Bond coats shall not be diluted, unless authorized by the Engineer.
- D. Proper precautions shall be taken to prevent smearing bond coat on adjacent pavement surfaces, curbs, walks, castings, lawns or shrubbery. The Contractor shall remove all such bond coat smeared on the above mentioned items.
- E. There is no separate pay item for bond coat, as such work is considered to be incidental to asphaltic surfacing.
- F. The Contractor shall furnish tickets or other satisfactory evidence showing the quantity of bond coat used in order to verify the application rate.

3.07 PLACING BITUMINOUS MIXTURE

- A. At the end of each period of work on the wearing surface, joints shall be formed by laying and rolling against boards of the thickness of the wearing surface placed at right angles to the centerline across full width of pavement, or by such means as approved by the Engineer.

3.08 MEETING DRIVEWAYS OR OTHER SURFACES

- A. Where new asphaltic concrete surfacing is higher than abutting paved driveways or other paved surfaces, the Contractor shall place asphaltic wearing course mixture over such driveways or other paved surfaces to provide a transition to meet the new surface elevation. Where the abutting paved surface drains towards the new surfacing, the surfacing mixture shall be extended for a distance sufficient to provide for drainage onto the new surface, as directed by the Engineer. The surfacing mixture may be feathered to zero thickness at the end of the surfacing.
- B. The Contractor shall place bond coat over abutting areas to be surfaced.
- C. There is no separate pay item for this work, and payment will be included under the pay item for the asphaltic mixtures used.

3.09 BASIS OF PAYMENT

- A. Payment for the types of asphalt pavement and pavement repairs shall be as listed in the Proposal. Bid prices for work items listed in the Proposal shall include all other work necessary for a complete job.

END OF SECTION

SECTION 900
SUPPLEMENTAL SPECIFICATIONS

PART 1. GENERAL

1.01 SCOPE

- A. The Supplemental Specifications apply particularly to this Contract. If there are parts of these Specifications, which differ from other sections of these Specifications, the Supplemental Specifications shall control. The 2020 M.D.O.T. Standard Specifications for Construction shall apply for all work items within this contract, except as modified in this Contract Document.
- B. The work covered by this Contract shall consist of those items listed in the proposal. The Contractor shall, for the amount of money earned, based on unit prices stated in the Contract Documents, furnish and provide all labor, tools, equipment and materials, and do all work required in completing all requested concrete pavement removals and replacements, restoration, sealing, asphalt patching and other miscellaneous work related to the project. All of the items of work are to be done in accordance with the plans and Contract Documents of which these Specifications are a part thereof.
- C. There are several phases to this project and shall be completed in the order as provided in the Supplementary Instructions to Bidders Section 301, Part 1.04.A.

1.02 MATERIALS

- A. All materials shall be new and of the grades specified, and shall be the best of their respective kinds for the uses intended. The terms "approved" and "or approved equal" mean that the Engineer must be consulted and his approval given before the material in question is purchased or installed in the work. The approval of any material by the Engineer does not mean the acceptance of the material actually furnished if it should be found defective or inadequate for the purpose intended.
- B. Special brands or grades of material or devices specified or shown on the drawings are named for the purpose of establishing a standard of quality and character desired. Other materials of equality and adaptability for the purpose for which they are intended may be substituted, but shall have the approval of the Engineer as to the equality and adaptability before being incorporated in the work.
- C. The Contractor shall order or arrange for materials well in advance of their expected use in the work, as far as practicable, in order to allow time for inspection, etc., and thus avoid unnecessary delays which may otherwise occur.
- D. Unless otherwise specified, all materials shall conform to the latest edition of STANDARD SPECIFICATIONS FOR CONSTRUCTION, adopted by the Michigan Department of Transportation.

1.03 TRAFFIC MAINTENANCE AND CONTROL

- A. Prior to closing any of the streets on this project to through traffic, the Contractor shall supply cones, barriers, and warning signs in accordance with the plans and the MMUTCD. Road closure signage shall not be erected more than two (2) work days in advance of planned closing, and erection of signing shall not begin until approved by the Engineer.
- B. The Contractor shall provide all materials, labor and equipment necessary to install, maintain and remove traffic control devices and to maintain access to driveways (including

temporary gravel or cold patch). In general, the Contractor shall keep roads accessible to all residents during all phases of the project, except as follows:

- a. If concrete or asphalt work is required across a driveway, the work shall be done expeditiously after removals, so as to keep residents parking on the street or other driveways to a minimum.
- b. If asphalt or concrete is being placed, or during the curing period for concrete pavement.
- c. If open removals in the road makes driving in the immediate area hazardous.
- C. The Contractor shall be responsible for maintaining traffic control that allows local access to the residents as specified above, including having flag control or labor to move barricades as necessary to facilitate both their operations and local traffic.
- D. On major roads, the Contractor shall supply a flashing arrow board for each lane closure or diversion. No closures shall occur on major roads until the time, layout, and signing has been approved by the Engineer. The Contractor shall maintain and operate all needed signs, arrow boards, and barricades until the closure is ready to be removed. Lane closures and lane shifts shall be conducted in accordance with the MMUTCD.
- E. All traffic control materials and labor shall be incidental to the other pay items in this Contract, and shall not be paid for separately, with the exception of work areas within major streets where a flashing arrow board, extended taper, and advance warning signs are required. The Contractor is encouraged to consider varying work areas when preparing their bid. For example, work in the Central Business District will require additional coordination, traffic control measures (both for vehicles and pedestrians), and guarding of work areas. These costs must be factored in the base unit prices bid, and are not subject to additional payment to cover these factors.

1.04 LAWN SPRINKLERS

- A. In General, the Contractor shall take all necessary precaution to maintain all items placed in the right-of-way, and any items removed or damaged shall be replaced in kind. The Contractor shall take precautions not to damage private sprinkler systems, and shall repair any sprinkler damage that occurs during construction. This work shall be incidental to the work items being performed.
- B. If a lawn sprinkler line is damaged, the Contractor shall sufficiently plug or cap the line to prevent the sprinkler line from discharging when the system is activated, and shall make the permanent repair in a timely manner.

1.05 STAGING OF EQUIPMENT AND UNWANTED MATERIALS

- A. Waste materials such as clay, dirt, sod, and broken concrete shall be disposed of on a daily basis at the Contractor's expense, off site. Storage of waste materials overnight within the public right-of-way is prohibited.
- B. The City is not obligated to provide large areas to store equipment for the Contractor during the execution of this Contract. The Contractor shall bring just enough equipment to the job site to complete the work, and all items should be used on a daily basis. The Contractor shall plan to park equipment in the right-of-way in the immediate area of that day's work, and shall plan to move it to the next area on a daily basis. Long term parking in the public right-of-way shall not be allowed. The City does not have suitable parking areas within the limits of the City for this purpose.

1.06 TIMING OF WORK

- A. The Contractor shall commence activities requiring inspection no later than July 18, 2022, and shall be substantially complete on or before November 15, 2022, with final completion for restoration on November 30, 2022.
- B. There are several phases to this project and shall be completed in the order as provided in the Supplementary Instructions to Bidders Section 301, Part 1.04.A.
- C. Removed concrete road sections and/or sidewalks are considered a liability to the City and to the Contractor. All sidewalk areas that are removed shall be repaved within forty-eight (48) hours of removal. All concrete road patches shall be poured within twenty-four (24) hours of removal.
- D. The Contractor shall be required to plan his activities such that sidewalks or streets shall be out of service the shortest time practical. As an example, all concrete removed on a Friday shall be poured again either that same Friday, or the Saturday thereafter, weather permitting. No removal areas shall be initiated on a Saturday.
- E. The Engineer has the right to halt all further removals if the weather forecast clearly indicates that repaving of planned removal areas will not be able to meet the timing expectations of this section.

PART 2. SCATTERED CONCRETE REPAIRS

2.01 DESCRIPTION

- A. The Contractor shall repair concrete streets, curbs, and sidewalks in various locations throughout the City, outside of the sidewalk program area as designated on the maps and work schedules within these contract documents. The majority of scattered repairs fall into the following categories:
 - 1. Utility Repairs – Damaged sections of streets, alleys, or sidewalks caused by sewer and/or water service work, water main breaks, or drainage structure repairs that have generally been backfilled with gravel and surfaced with hot or cold asphalt patch.
 - 2. Repairs due to Deterioration – Streets, alleys, and sidewalks shall be repaired as directed in various locations due to deterioration of the existing pavement. Such repairs will generally involve removal of the existing concrete pavement as a part of the work. The majority of this work shall be located on a small number of streets and alleys spread out throughout the City.
- B. The Contractor should anticipate over sixty (60) locations throughout the City that will need repair outside of the designated sidewalk program area. One street within the program area may have large sections of work needing to be done within a small area, while other repairs will be rather small and isolated. All repairs shall be completed at the same unit prices within their respective category.

2.02 EARTH EXCAVATION

- B. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
 - 1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade

specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.

2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The Contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- C. Earth Excavation shall include the following items:
1. Stripping of vegetation and topsoil within the grading limits.
 2. Clearing of brush and the removal of trees less than four (4) inches in diameter (when approved by the Engineer).
 3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and sod surfaces.
 6. Proof-rolling subgrade.
- D. The measured quantity for earth excavation is based on “in-place” yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The Excavation pay item does not include the cubic yardage of removed concrete, nor removal of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.

2.03 REMOVE & REPLACE CONCRETE CURB & GUTTER

- A. This pay item will be used to remove and replace existing curbs in the following locations:
1. Where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
 2. Where the existing curb has been damaged, removed or is deteriorating.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp locations shall meet ADA requirements for slope and curb height.
- C. Sawcutting required for curb removal will be paid for under the SAWCUTTING pay item in this section of the contract.

2.04 REMOVE & REPLACE 4" & 6" CONCRETE SIDEWALK/RAMP/DRIVE APPROACH

- A. The walk or drive approach to be replaced is generally across sewer or water service trenches which have been patched with bituminous concrete. Both types shall be considered the same and bid under items of walk or drive approach replacement.

- B. Generally the sidewalks throughout the City are either four (4) foot wide or five (5) foot wide in the residential areas. Various sidewalk widths will be encountered when conducting the scattered sidewalk repairs. Commercial sidewalks tend to be wider, but the actual section being replaced could be less. There will be no adjustments made in pay items if there are differences in sidewalk widths within various areas of the City.
- C. If the work is located in a driveway, when working adjacent to private asphalt driveways, the Contractor shall use the asphalt as a form if it is in good condition. Where asphalt is in poor condition, the Contractor will be allowed to remove only that which is necessary to install forms. Following the completion of the sidewalk and removal of the forms, the Contractor shall place sand in the form excavations to provide for temporary use of the driveway. The Contractor will provide their own asphalt contractor or crew to conduct these repairs. The Contractor shall repair the damage to asphalt driveways to be paid for under the "HANDPATCHING" pay item. Asphalt repairs shall be completed to a straight, sawcut edge paid for separately.
- D. The majority of sidewalk replacement is for short sections that will not require much, if any, change in grade from the existing walk. There are, however, sections of walk that will be raised and/or lowered from the existing elevations. If additional gravel is needed to raise the grade of the walk, or if minor excavation and grading is needed, it shall be incidental to the sidewalk work and shall be included in the Contractor's unit price bid.

2.05 7" CONCRETE PAVEMENT REPAIR – MDOT TYPE P1 CONCRETE

- A. Scattered concrete repairs built at 7 inches thick are reserved for lower volume concrete streets that do not typically require significant barricading, lane shifts, or traffic control measures, other than to mark the actual area being closed, as well as to close off adjacent parking if needed.
- B. The work under these pay items shall conform to the Concrete Pavement Repair section and the Concrete Sidewalk Construction section of these specifications, as well as Sections 602 and 603 of the M.D.O.T. 2020 Standard Specifications for Construction.
- C. Those repairs wherein integral curb is also removed and replaced contiguous to the pavement repair, the curb area shall be measured by the square yard and included in the payment for Concrete Pavement Repair.
- D. When pavement is being replaced around a structure, such as a catch basin, the Contractor shall be paid by the unit measurement for the entire outside area of the repair, including the area occupied by the structure.
- E. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- F. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete down, to match the existing underside of the asphalt overlay. A separate asphalt crew shall perform the asphalt repairs later on to be paid for under the BITUMINOUS MIXTURE, 13A, VARIOUS THICKNESS. Any asphalt overlays that need repair in travel lanes on major streets shall be asphalt overlaid within five (5) work days after the concrete has cured. If the road is opened to traffic prior to having access to an asphalt repair, the Contractor shall wedge the transition at the edges as needed to make it safe for traffic prior to opening it to the public. The Contractor shall maintain barricading to warn motorists of a hazard if deemed necessary by the Engineer until the required asphalt patch can be completed.

- G. The Contractor will generally be asked to replace concrete at the thickness to match the adjacent concrete.
- H. The Contractor shall be prepared to excavate for, place, grade and compact up to 8 inches of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the SUBGRADE UNDERCUTTING, 8 INCH 21AA LESTONE pay item.

2.06 9" CONCRETE PAVEMENT REPAIR – TYPE MDOT P-NC CONCRETE

- A. 9 inch thick Type P-NC Concrete Repairs are intended for concrete repairs on busy major streets, where extended lane closures are difficult and should be avoided due to traffic demands. Such repairs will generally be done such that a minimum of one lane of traffic is kept open at all times. This pay item shall also apply for concrete alley repairs where traffic control barricading is not as significant, but opening the area to traffic within 24 hours is important.
- B. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- C. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete to match the existing underside of the asphalt overlay. A separate asphalt crew will perform the asphalt repairs later on to be paid for under the "BITUMINOUS MIXTURE No. 13A, WEARING COURSE, VARIOUS THICKNESS" pay item.
- D. The Contractor shall be prepared to excavate for, place, grade and compact up to 8 inches of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the "SUBGRADE UNDERCUTTING, 8 inch 21AA LESTONE" pay item.
- E. On major streets, the Contractor shall provide flashing lighted traffic arrows during the times lanes are closed to traffic for concrete pavement repairs. Major street work will require advance warning signs, arrow boards, and other measures in accordance with the MMUTCD. The additional costs required for traffic control on major streets shall be paid for in the appropriate traffic control pay item as described below in Paragraph 2.11. Where repairs cross more than one traffic lane, repairs shall be made in such a way, so that at least one traffic lane is open at all times. On any large repairs that will clearly affect traffic, the Engineer shall be consulted on how the work shall be pursued prior to beginning removals.

2.07 SUBGRADE UNDERCUTTING, 8 INCH MDOT 21AA LESTONE

- A. In areas where the existing pavement base is unstable, the Contractor shall excavate out the existing base, and install 8 inches of compacted 21AA MDOT limestone beneath the pavement. Removal, hauling, and disposal of excess excavated material shall be included in the unit price for this work item.
- B. If the Contractor needs to excavate further than 8 inch to reach a stable subbase, the quantity installed reported for this pay item shall be multiplied by the ratio of the actual depth of base repair installed divided by 8 inches (e.g. If there is a location where 12 inches of base repair

are required and installed, then the area of base repair reported shall be $12/8 = 1.5$ times the area measured for that location).

- C. In areas where the existing base is stable, but is low relative to the proposed base grade for the planned concrete pour, supplemental 21AA stone shall be added to the base and compacted accordingly, incidental to the cost of the scattered concrete repair.

2.08 SIDEWALK RAMP DETECTABLE WARNING PLATES

- A. Each sidewalk ramp constructed as a part of this project shall include a detectable warning plate of truncated domes. The Contractor shall supply and install untreated (not coated) cast iron plates as manufactured by East Jordan Iron Works. Payment for the handicap ramp truncated domes shall be per square foot of detectable warning surface installed. In general, each ramp shall include a two (2) foot by five (5) foot detectable warning surface of truncated domes.
- B. In the past, some Contractors have experienced long lead times to obtain the specified cast iron detectable warning plates. The Contractor shall place the order for the necessary items well in advance of the proposed installation dates. Substitutions or changes in design due to lack of parts shall not be approved.

2.09 SAWCUTTING

- A. This pay item shall be used for sawcutting necessary for curb and pavement removals on the scattered concrete repairs. It shall be measured by the linear foot of sawcutting required at the exterior of the repair area. Sawcutting needed for removal of sidewalk areas shall be incidental.

2.10 UTILITY STRUCTURE COVER ADJUSTMENT

- A. All manhole covers that are within the work area that need adjustment, but do not need any repairs below the top six (6) inches beneath the casting shall be paid for under this pay item. Contractor shall adjust the structures and re-install the casting to ensure that it is securely fastened to the structure.

2.11 TRAFFIC CONTROL LANE CLOSURE – MAJOR STREETS

- A. This pay item shall be used for lane closures necessary for construction within travel lanes and/or shoulders of major roads to ensure safety. This pay item shall include, but not be limited to, light boards, type III barricades, signage, barrels, flag person, etc. in conformance with M.D.O.T. Maintaining Traffic Typical Details for Non-Freeway Roads and current edition of the M.M.U.T.C.D.
- B. The Contractor shall provide a flat base price that considers all costs to prepare a work area that would close up to 100 lineal feet of major street (in the event that there are more than one work location within a short distance). If it is determined that a longer work area is required, the pay item shall be multiplied by a factor of 50%. For example, if a 200 ft. long work area is required, the pay item shall be paid at the unit of 1.5. Any work area extending for 100 ft. or less shall be paid for as a unit of 1.

2.12 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch.

- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.
- D. Restoration of grass areas shall be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeded effort as needed to achieve final approval of the work.

PART 3. SIDEWALK PROGRAM – AREA 5

3.01 REMOVE & REPLACE CONCRETE CURB & GUTTER

- A. This pay item will be used where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp location shall meet ADA requirements for slope and curb height.
- C. Sawcutting required for curb removal will be paid for under the SAWCUTTING pay item in this section of the contract.

3.02 REMOVE & REPLACE 4" AND 6" CONCRETE SIDEWALK / RAMP / DRIVE APPROACH

- A. In general, most of the sidewalks to be replaced as a part of this project shall be 4 inch thick concrete. The 6 inch concrete sidewalk and ramps will generally be the ramps that are adjacent to the road or within drive approaches.
- B. The walk to be replaced is generally Portland cement concrete that is off-grade or is in poor condition, but a small amount of replacement, particularly in scattered sections, is across sewer or water service trenches which have been patched with bituminous concrete or cold patch. Both types shall be considered the same and bid under items of walk replacement.
- C. A significant percentage of the sidewalk to be replaced have been raised or broken by tree roots. The Contractor's attention is drawn to the section "Protection of Trees" in the Sidewalk Construction specifications for requirements of root removal under existing or proposed sidewalk.
- D. Generally the sidewalks within the project area are either four (4) foot wide or five (5) foot wide in the residential areas. Commercial sidewalks tend to be wider, but the actual section being replaced could be less. There will be no adjustments made in pay items if there are differences in sidewalk widths within various areas of the project.
- E. The majority of sidewalk replacement is for short sections that will not require much, if any, change in grade from the existing walk. There are, however, sections of walk that will need to be raised and/or lowered from the existing elevations, primarily at landing flags and/or ramp elevations to meet current ADA requirements. In some locations, there will be grading on to the adjacent properties to slope down to the proposed sidewalk elevation. In other

areas, an integral curb may be called for by the Engineer. Minor grading (considered to be less than 6 inch of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed and included in the area for payment under this item.

- F. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- G. The payment for this work item shall be based upon the area of proposed sidewalk installed.
- H. If the work is located in a driveway, when working adjacent to private asphalt driveways, the Contractor shall use the asphalt as a form if it is in good condition. Where asphalt is in poor condition, the Contractor will be allowed to remove only that which is necessary to install forms. Following the completion of the sidewalk and removal of the forms, the Contractor shall place sand or compacted gravel in the form excavations to provide for temporary use of the driveway. The Contractor shall repair the damage to asphalt driveways to be paid for under the HANDPATCHING pay item. Asphalt repairs shall be completed to a straight, sawcut edge paid for separately.
- I. If a proposed sidewalk grade will not match with a private service walk meeting the City walk, the City will pay the Contractor the 4 inch walk price to remove one flag of the service walk and replace it at the unit bid price. If the service walk is some special surface other than concrete, the Contractor need not adjust the service walk. Pavers from private service walks or driveways shall be set aside (at the owner's discretion if available) to allow the owner to repair later. Such areas shall be temporarily filled with gravel to make them safe for walking.
- J. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

3.03 SAWCUTTING (CURBS)

- A. The SAWCUTTING pay item in the sidewalk program area is only to pay for sawcutting existing curb or pavement when necessary for the ramp removal and replacement. Where required, sawcutting of sidewalks, ramps, and drive approaches is incidental to the removal and replacement pay items.

3.04 SALVAGE BRICK PAVERS/SALVAGE AND REINSTALL BRICK PAVERS

- A. During the execution of the work, the Contractor shall encounter other special pavement surfaces, such as slate, brick, concrete paver, or granite pavers that have been installed up against the area being worked on. These materials are considered as owned by the adjacent owner, not the City, as they have not been installed by the City. The Engineer or Contractor shall take a photograph of the existing conditions prior to removal to have a record of how they were constructed prior to removal. The photo shall be made available to both the Contractor and the Engineer as a record of the previous conditions.
- B. The Contractor shall carefully remove the paver materials only as needed to install the concrete forms. If the materials being removed are on the street side of the sidewalk, they

are to be stockpiled on the Owner's property in a nearby location that will not cause damage to the Owner's property. The location shall be mutually agreed upon, if the owner is available for consultation. If the owner is not available, they shall be placed in the location as directed by the Engineer. If the materials being removed are on the house side of the sidewalk, they are to be stockpiled on the Owner's property (similar to above). However, once the forms have been removed and the Contractor is ready to restore the area, the Contractor shall backfill the underlying area with compacted sand base to match the materials previously removed, and install the brick or other materials back to as closely match the previous conditions as possible.

3.05 SIDEWALK RAMP DETECTABLE WARNING PLATES

- A. Each sidewalk ramp constructed as a part of this project shall include a detectable warning plate of truncated domes. The Contractor shall supply and install cast iron plates as manufactured by East Jordan Iron Works. Payment for the handicap ramp truncated domes shall be per square foot of detectable warning surface installed. In general, each ramp shall include a two (2) feet by five (5) feet detectable warning surface of truncated domes.
- B. In the past, some Contractors have experienced long lead times to obtain the specified cast iron detectable warning plates. The Contractor shall place the order for the necessary items well in advance of the proposed installation dates. Substitutions or changes in design due to lack of parts shall not be approved.

3.06 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch.
- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.
- D. Restoration of grass areas shall be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeding effort as needed to achieve final approval of the work.

PART 4. SIDEWALK PROGRAM – 2022 ADA RAMP PROGRAM

4.01 EARTH EXCAVATION FOR ADA RAMPS

- A. The pay item is to be used only for earth excavation where sidewalk grade changes of greater than 6 inches are required to meet ADA regulations. When this pay item becomes necessary, the City will hire a Surveyor and Engineer to document the existing conditions and

determine the expected excavation required. The Contractor is welcome to review these calculations to ascertain their accuracy.

- B. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
 - 1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 - 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The Contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- C. Earth Excavation shall include the following items:
 - 1. Stripping of vegetation and topsoil within the grading limits.
 - 2. Clearing of brush and the removal of trees less than four (4) inches in diameter (when approved by the Engineer).
 - 3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
 - 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 - 5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and sod surfaces.
 - 6. Proof-rolling subgrade.
- D. The measured quantity for earth excavation is based on “in-place” yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The Excavation pay item does not include the cubic yardage of removed concrete, nor removal of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.
- E. The City mandates grading lawn areas as needed to adjust the adjacent property to the proposed sidewalk grade, using a triangular repair area. However, if existing landscaping conditions make this inadvisable, the Engineer will request that an integral curb be installed on the sidewalk to help modify the grade. The integral curb shall never be more than six (6) inches high. Said integral curbs shall be paid for as part of the square footage of sidewalk placed, and not paid for separately.

4.02 REMOVE CONCRETE SIDEWALK/RAMP

- A. In the downtown area, the Contractor shall not remove more sidewalk in one (1) day than can be poured back the next day. The Contractor shall coordinate with the City and with business owners to maintain access to their stores by constructing wooden access ramps or by other means. Contractor shall notify all business owners at least twenty-four (24) hours in advance of working in front of their business.
- B. The walk to be removed and replaced shall be completed per the drawings provided in these contract documents for each ramp location.
- C. Any sawcutting necessary for the removals shall be incidental to this work item.
- D. The payment for this work item shall be based upon the area of sidewalk removed.

4.03 4" AND 6" CONCRETE SIDEWALK/RAMP

- A. In the downtown areas, there are two (2) existing sidewalk joint patterns. The older pattern is using tooled joints on a regular interval to form the flags. The newer pattern is to have approximately 2' by 2' sawcut joints on the broom finished sidewalk. When making repairs, the Contractor shall finish and install the joints to match the sidewalk that was removed. The unit price for this work shall be the same, regardless of the joint pattern.
- B. The walk to be removed and replaced shall be completed per the drawings provided in these contract documents for each ramp location.
- C. Minor grading (considered to be less than 6 inches of elevation change to the sidewalk) and/or installation of an integral curb where directed by the Engineer is incidental to this pay item. The area of the curb shall be included in the measured area of the sidewalk installed and included in the area for payment under this item.
- D. The payment for this work item shall be based upon the area of proposed sidewalk installed.

4.04 4" AND 6" EXPOSED AGGREGATE SIDEWALKS

- A. **Quality control and matching adjacent existing pavement will be REQUIRED in exposed aggregate repair areas.** The Contractor awarded this project will be required to demonstrate at least one (1) example of exposed aggregate placed within a five (5) mile radius of Birmingham to verify their ability to do this work. If they have no such examples, a mock up shall be poured and provided for review and approval by the Engineer.
- B. Two (2) different mixes have been used in exposed aggregate pours placed in Birmingham since the program started in 1999. The mix described in Section 715 of these Specifications, as well as the detail sheet, uses a 17A stone for the aggregate. Other mixes placed in the past used a 6A stone. The Contractor will be asked to review the various exposed aggregate locations, determine which location will require which mix, and schedule concrete pours accordingly. Assuming both mixes are needed for repairs on this Contract, the Contractor shall have his concrete supplier submit exposed aggregate mix designs for both mixes for review and approval.
- C. The Contractor is encouraged to review the details on expansion joints for the exposed aggregate sidewalks. Those removal areas that involve repair of expansion joints shall have the joints repaired to match the original pattern. Expansion joint and caulk repairs in conjunction with exposed aggregate sidewalk repairs shall be incidental to the cost of the exposed aggregate sidewalk repair. Sealant shall also be placed after curing on all exposed aggregate sidewalk areas installed by the Contractor incidental to the installation of the exposed aggregate sidewalks unit price.

4.05 REMOVE & REPLACE CONCRETE CURB & GUTTER

- A. This pay item will be used to remove and replace existing curbs where sidewalk ramps need to be replaced and the adjacent curb needs to be removed and replaced to meet current ADA standards.
- B. The Contractor shall match the existing adjacent curb section when replacing the curb. Curb sections at sidewalk ramp location shall meet ADA requirements for slope and curb height.
- C. Sawcutting required for curb removal will be paid for under the SAWCUTTING pay item in this section of the contract.

4.06 SUBGRADE UNDERCUTTING, 8 INCH MDOT 21AA LIMESTONE

- A. In areas where the existing pavement base is unstable, the Contractor shall excavate out the existing base, and install 8 inches of compacted 21AA MDOT limestone beneath the pavement. Removal, hauling, and disposal of excess excavated material shall be included in the unit price for this work item.
- B. If the Contractor needs to excavate further than 8 inches to reach a stable subbase, the quantity installed reported for this pay item shall be multiplied by the ratio of the actual depth of base repair installed divided by 8 inches (e.g. If there is a location where 12 inches of base repair are required and installed, then the area of base repair reported shall be $12/8 = 1.5$ times the area measured for that location).
- C. In areas where the existing base is stable, but is low relative to the proposed base grade for the planned concrete pour, supplemental 21AA stone shall be added to the base and compacted accordingly, incidental to the cost of the ramp replacement.

4.07 SIDEWALK RAMP DETECTABLE WARNING PLATES

- A. Each sidewalk ramp constructed as a part of this project shall include a detectable warning plate of truncated domes. The Contractor shall supply and install cast iron plates as manufactured by East Jordan Iron Works. Payment for the handicap ramp truncated domes shall be per square foot of detectable warning surface installed. In general, each ramp shall include a two (2) feet by five (5) feet detectable warning surface of truncated domes.
- B. In the past, some Contractors have experienced long lead times to obtain the specified cast iron detectable warning plates. The Contractor shall place the order for the necessary items well in advance of the proposed installation dates. Substitutions or changes in design due to lack of parts shall not be approved.

4.08 REMOVE & REPLACE CONCRETE PAVEMENT WITH INTEGRAL CURB

- A. The work under these pay items shall conform to the Concrete Pavement Repair Section and the Concrete Sidewalk Construction Section of these specifications, as well as Sections 602 and 603 of the M.D.O.T. 2020 Standard Specifications for Construction.
- B. Those repairs wherein integral curb is also removed and replaced contiguous to the pavement repair, the curb area shall be measured by the square yard and included in the payment for Concrete Pavement Repair.
- C. When pavement is being replaced around a structure, such as a catch basin, the Contractor shall be paid by the unit measurement for the entire outside area of the repair, including the area occupied by the structure.

- D. The Contractor shall install epoxy coated dowels in accordance with MDOT Detail R-44-F wherever a concrete repair area is abutting existing concrete, incidental to the cost of the repair.
- E. When making repairs on an asphalt-overlaid concrete street, the Contractor shall leave the concrete down, to match the existing underside of the asphalt overlay. A separate asphalt crew shall perform the asphalt repairs later on to be paid for under the BITUMINOUS MIXTURE, 13A, VARIOUS THICKNESS. Any asphalt overlays that need repair in travel lanes on major streets shall be asphalt overlaid within five (5) work days after the concrete has cured. If the road is opened to traffic prior to having access to an asphalt repair, the Contractor shall wedge the transition at the edges as needed to make it safe for traffic prior to opening it to the public. The Contractor shall maintain barricading to warn motorists of a hazard if deemed necessary by the Engineer until the required asphalt patch can be completed.
- F. The Contractor will generally be asked to replace concrete at the thickness to match the adjacent concrete.
- G. The Contractor shall be prepared to excavate for, place, grade and compact up to 8 inches of MDOT 21AA crushed concrete or limestone to prepare the grade for concrete repairs incidental to the cost of the concrete pavement repairs. Removal, hauling, and disposal of excess excavated material is also incidental to the concrete pavement repair pay item. If the base is unstable, it shall be repaired using the SUBGRADE UNDERCUTTING, 8 INCH 21AA LESTONE pay item.

4.09 SAWCUTTING (CURBS)

- A. The SAWCUTTING pay item is only to pay for sawcutting existing curb or pavement when necessary for the ramp removal and replacement. Where required, sawcutting of sidewalks, ramps, and drive approaches is incidental to the removal and replacement pay items.

4.10 SALVAGE BRICK PAVERS/SALVAGE AND REINSTALL BRICK PAVERS

- A. During the execution of the work, the Contractor shall encounter other special pavement surfaces, such as slate, brick, concrete paver, or granite pavers that have been installed up against the area being worked on. The Engineer or Contractor shall take a photograph of the existing conditions prior to removal to have a record of how they were constructed prior to removal. The photo shall be made available to both the Contractor and the Engineer as a record of the previous conditions.
- B. The Contractor shall carefully remove the paver materials only as needed to install the concrete forms or as directed by the plans or Engineer. Brick materials shall be stockpiled in a nearby location that will not cause damage to the material. The location shall be mutually agreed upon, if the owner is available for consultation. Once the forms have been removed and the Contractor is ready to restore the area, the Contractor shall backfill the underlying area with compacted sand base to match the materials previously removed, and install the brick or other materials back to as closely match the previous conditions as possible.

4.11 INSTALL EXPOSED AGGREGATE CONCRETE SEALER

- A. As noted above, all new exposed aggregate repair areas shall be sealed after curing, incidental to the concrete replacement pay item. However, in addition to that, all existing exposed aggregate concrete areas within the Downtown area shall be power washed and sealed with an approved sealer, as detailed in Section 721 these specifications.

- B. The Contractor shall coordinate the work with the Engineer and the adjoining businesses to ensure that the work is being done in a manner that will not unduly interfere with pedestrian traffic flow and building access in the immediate area. Once the sidewalk surfaces have been sealed, they shall be closed off to foot traffic with barricades, cones, caution tape, or a combination thereof such that all can be reasonably assured that there will be minimal traffic of the sealer until it has dried.

4.12 GROUT OR CAULK JOINT REPAIR

- A. Within the downtown area, expansion joints have been caulked in areas where the exposed aggregate sidewalks have been installed. Whenever new pavement, either regular or exposed aggregate, is being installed, requiring the re-installation of caulk, this work shall be incidental to the price of the new pavement. The above pay item will be paid for separately on those joint repairs that are not adjacent to any new concrete installation. Work shall include removal of the existing material and preparation of the joint(s) to provide a clean surface, as detailed in Section 721 of the Contract.

4.13 UTILITY STRUCTURE COVER ADJUSTMENT

- A. All manhole covers that are within the work area that need adjustment, but do not need any repairs below the top six (6) inches beneath the casting shall be paid for under this pay item. Contractor shall adjust the structures and re-install the casting to ensure that it is securely fastened to the structure.

4.14 RESTORATION

- A. Typically, restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Restoration will be paid for as a separate item for those areas where handicap ramps require changes in grade such that separate plans have been prepared (as a part of this bid package) and earth excavation is being paid for separately. In those areas, the Contractor shall be required to grade the surrounding lawn areas as needed to meet the proposed grade. 3 inches of topsoil, seed, and mulch shall be installed to restore such areas, and paid for as bid by the square yard.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch. This pay item shall also include removing existing turf and re-grading in the areas adjacent to proposed ADA ramps where the sidewalk elevations have changed.
- C. Topsoil shall be placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.
- D. Topsoil shall be a loamy material. Payment shall be made for topsoil placed to the depth specified, per square yard. Payment shall include all labor, equipment and materials necessary to place the topsoil.
- E. Restoration of grass areas shall generally be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- F. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.

- G. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- H. Should such areas fail to germinate satisfactorily, the Contractor shall be required to make additional grading and reseeding effort as needed to achieve final approval of the work.

4.15 PERMANENT SIGNAGE

- A. The work under this pay item will involve the placement of permanent signage per the 2020 MDOT Standard Specifications for Construction and the MMUTCD, current edition and shall be placed per the handicap ramp drawings included in these contract documents.

4.16 SIGN POST, U CHANNEL

- A. The work under this pay item will involve all labor, material and equipment to install a u-channel sign post for permanent signage per the 2020 MDOT Standard Specifications for Construction and the MMUTCD, current edition and shall be placed per the handicap ramp drawings and details included in these contract documents.

PART 5. GENERAL PAY ITEMS

5.01 HANDPATCHING, HMA 36A, VARYING THICKNESS

- A. Asphalt repairs shall generally be needed in the following area:
 - 1. Asphalt sections of streets or private driveways damaged adjacent to proposed concrete.
 - 2. Asphalt sections of streets adjacent to curb and gutter replacements, including at handicap ramps.
- B. Such repairs will be irregular in shape, depth, and size. As a result, all work within these areas shall be paid for by the ton. The Contractor shall be responsible for barricading hazards left unfinished as a result of waiting for sufficient work to bring in an asphalt crew. Areas such as private driveways that must be used before the asphalt crew can arrive shall be backfilled with gravel to allow the driveway to be used in the interim. Repair areas needed on major roads that impact large volumes of traffic shall be patched within five (5) working days after the concrete has been cured and ready for use.
- C. The unit price bid for HANDPATCHING shall include the cost of any additional sawcutting, cleaning of debris, bond coat, etc., to make the job complete.
- D. All bituminous paving materials and workmanship shall meet the specifications outlined in Division 5 and Section 904 of the of the MDOT 2020 Standard Specifications. No RAP shall be allowed in any of the top course bituminous pavements on this project.
- E. If time allows, asphalt repairs of this nature can also be completed directly by the City, with its own forces. The City shall have the option of removing some or all of the asphalt work from this Contract if it is feasible to do so, thereby relieving the Contractor of this responsibility. The Contractor shall be prepared to be flexible as to how much asphalt work is included in this Contract, and shall not request payment for alleged damages incurred as a result of the City removing some or all of the asphalt work from this Contract.

5.02 BITUMINOUS MIXTURE NO. 13A, WEARING COURSE, VARYING THICKNESS

- A. This work item shall be used in the following areas:
 - 1. For asphalt overlays to be installed over proposed concrete (after curing) to match existing cross-sections of asphalt resurfaced concrete streets.
 - 2. For all base and leveling courses installed on all streets on this project, where larger full depth asphalt repairs are needed.
- B. This work item shall be used for the wearing surfaces on all asphalt streets on this project. The final top elevation of the wearing course shall be placed to drain to the existing curbs and catch basin, and to meet all utility structures, whether adjusted by the Contractor or not. On deeper asphalt streets where more than one layer of asphalt must be installed, the Contractor shall also use the 13A mix to simplify the delivery of materials.
- C. All bituminous paving materials and workmanship shall meet the specifications outlined in Division 5 and Section 904 of the MDOT 2020 Standard Specifications. No RAP shall be allowed in any of the top course bituminous pavements on this project.
- D. Some asphalt work may also be needed to transition streets into proposed curb and gutter sections, particularly at proposed handicap ramps. If these areas are larger to achieve an appropriate grade, removal of the existing asphalt surface shall be included in the cost of this work.
- E. The pay item shall include all preparatory work needed to make the paving job complete, such as barricading, sawcutting, bond coat installation, etc.

5.03 INSPECTOR CREW DAYS

- A. The “Inspector Crew Days” provision as stated in the “General Requirements” section of the Contract shall be modified as noted below:
 - 1. Sunday work for this project shall be charged similar to the other weekdays. (Sunday work is not allowed except for cases of Special approval.)
 - 2. All days shall be charged to a maximum of one (1) day per inspector on the site, regardless of total number of hours spent on the project per day.
 - 3. The number of crew days for each pay period will be added as a pay item (up to the amount bid as a maximum) and the actual number of days used will be deducted from the overall total amount due with each pay estimate. If the total amount bid has not been used at the end of the contract, the bid amount will be paid on the final estimate.
- B. If additional work other than what is noted herein is necessary to complete the project, the City will consider adjusting the inspector crew days number upon request. The adjustment shall be based upon the percentage increase in the total value of the project over what was originally bid.
- C. When bidding this amount, the Contractor shall consider all the various parts of the project, and bid an appropriate number of work days to cover all of the work areas within the bidding document, to accurately measure the number of days that inspection shall be required. The Contractor will not be billed more than one Inspector Crew Day on the same calendar day due to the City’s potential need to assign more than one staff person to the project, particularly if work is occurring at multiple locations on a given work day.

PART 6. MAPLE ROAD GRANITE BENCHES

6.01 6" CONCRETE PAD

- A. In general, this work involves the placement of a 6-inch thick concrete pad at an approximately size of 8 feet by 6 feet adjacent to existing sidewalk locations along Maple Road as shown in the drawings provided. The payment for this work item shall be based upon the area of proposed concrete installed.
- B. Timeliness of the work is very important. Once concrete has cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill.
- C. 21AA limestone aggregate base shall be placed 4-inches thick and paid for separately and shall meet requirements of the 2020 MDOT Standard Specifications for Construction.

6.02 EARTH EXCAVATION

- A. The pay item is to be used for earth excavation to allow for a new concrete pad where indicated on the drawings.
- D. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
 - 1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 - 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The Contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- E. Earth Excavation shall include the following items:
 - 1. Stripping of vegetation and topsoil within the grading limits.
 - 2. Clearing of brush and the removal of trees less than four (4) inches in diameter (when approved by the Engineer).
 - 3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
 - 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 - 5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and sod surfaces.
 - 6. Proof-rolling subgrade.
- F. The measured quantity for earth excavation is based on "in-place" yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The Excavation pay item does not include the cubic yardage of removed concrete, nor removal of any base materials that would normally be incidental to the

concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.

6.03 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch.
- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.
- D. Restoration of grass areas shall be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeded effort as needed to achieve final approval of the work.

PART 7. OAK AVENUE SIDEWALK (GREENWOOD CEMETERY)

7.01 4" AND 6" CONCRETE SIDEWALK

- A. This work involves the installation of a new concrete sidewalk, five (5) feet in width across the frontage of the Greenwood Cemetery.
- B. The price for the removal of any existing sidewalk or driveway approach to accommodate the new sidewalk shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- C. The payment for this work item shall be based upon the area of proposed sidewalk installed.
- D. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

7.02 EARTH EXCAVATION

- A. The pay item is to be used for earth excavation to allow for a new concrete pad where indicated on the drawings.

- B. This work shall be done in accordance with the requirements of Section 205 of the Michigan Department of Transportation 2020 Standard Specifications for Construction, except as herein described:
 - 1. The work of Earth Excavation shall consist of constructing earth grades by excavating soil or rock and placing embankment as necessary to develop the cross section and grade specified in the plans. The work shall include the salvaging and stockpiling of selected materials; disposing of surplus or unsuitable material; furnishing, placing and compacting of embankment materials; trimming of the earth grade and maintaining the work in a finished condition until acceptance by the Engineer.
 - 2. Any of the existing material that is excavated and deemed suitable, as determined by the Engineer, may be used for the road embankment material. The Contractor shall be responsible for the proper disposal of any existing material that is excavated and deemed unsuitable by the Engineer.
- C. Earth Excavation shall include the following items:
 - 1. Stripping of vegetation and topsoil within the grading limits.
 - 2. Clearing of brush and the removal of trees less than four (4) inches in diameter (when approved by the Engineer).
 - 3. Excavation as needed in proposed pavement areas for the lowered handicap ramps, and adjacent sidewalk.
 - 4. Backfilling behind the curb and adjacent to sidewalks, drive approaches and driveways with Engineer approved material.
 - 5. Grading from the back of curb to sidewalk, right of way line or grading limits to the required depth in order to receive all topsoil and sod surfaces.
 - 6. Proof-rolling subgrade.
- D. The measured quantity for earth excavation is based on “in-place” yards, not as placed in the truck, and does not account for trenching of underground utilities or subgrade underdrain. The Excavation pay item does not include the cubic yardage of removed concrete, nor removal of any base materials that would normally be incidental to the concrete pay items. Only the change in grade from the existing surface to the proposed paved surface shall be measured. Further, payment of excavation at handicap ramps shall only apply when the ramp is being lowered six (6) or more inches from the point where the property lines meet. Lesser grade changes, where the ramps are not requiring much grade modification, will not be paid for.

7.03 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch.
- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, modified to be screened with no objects greater than 1 inch in diameter.

- D. Restoration of grass areas shall be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeding effort as needed to achieve final approval of the work.

PART 8. ICE ARENA SIDEWALK REPLACEMENT

8.01 REMOVE AND REPLACE 6" CONCRETE SIDEWALK

- A. The walk to be replaced is generally Portland cement concrete that is off-grade or is in poor condition.
- B. The price for the removal of the existing sidewalk and/or ramps shall be included in the unit price for this work item. Any sawcutting necessary for the removals shall be incidental to this work item.
- C. The payment for this work item shall be based upon the area of proposed sidewalk installed.
- D. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

8.02 GROUT OR CAULK JOINT REPAIR

- A. This pay item will be paid for separately on those joint repairs that are not adjacent to any new concrete installation. Work shall include removal of the existing material and preparation of the joint(s) to provide a clean surface, as detailed in Section 721 of the Contract.

8.03 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil seed, and mulch, as needed based on disruption caused by the Contractor to the immediate lawn areas. Such work shall be incidental to the cost of the concrete replacement.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 3 inches of topsoil, grass seed, and mulch.
- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, Modified to be screened with no objects greater than 1 inch in diameter.
- D. Restoration of grass areas shall be incidental to the cost of the concrete. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.

- E. The Contractor shall ensure that any mulch used is adequately protected from the weather, and will stay in place until the grass seed germinates and is established.
- F. If the Contractor uses a mulch blanket with netting, they will be required to remove the netting once the vegetation is established, but before it requires mowing.
- G. Should such areas fail to germinate satisfactorily, the Contractor shall be required to perform additional grading and reseeding effort as needed to achieve final approval of the work.

PART 9. ANNE STREET SIDEWALK REPLACEMENT

9.01 REMOVE AND REPLACE 4" AND 6" CONCRETE SIDEWALK AND 6" CONCRETE DRIVEWAY

- A. The walk and driveways to be replaced is generally Portland cement concrete that is off-grade or is in poor condition.
- B. The price for the removal of any existing sidewalk or driveway approach to accommodate the new sidewalk shall be included in the unit price for the Sidewalk, Rem, Driveway, Rem or Pavt, Rem pay item. Any sawcutting necessary for the removals shall be incidental to this work item.
- C. Timeliness of the work is very important. Once sidewalks have cured and can be opened to full use, the Contractor shall return to previously poured areas on a timely basis to remove hazards such as form pins, and to install backfill. Likewise, in areas where driveways have been closed, the Contractor shall return seven (7) days after the concrete has been installed to remove barricades, and install temporary gravel (where needed) to allow access to resume until asphalt repairs can commence.

9.02 RESTORATION

- A. Restoration at concrete replacement work areas shall consist of topsoil and sodding, as indicated on the plan. Such work shall be paid as Topsoil Surface, Furn and Surface Restoration, Sodding.
- B. All existing vegetated areas disturbed as a part of this project shall be restored with 4 inches of topsoil and sod.
- C. Topsoil shall be a loamy material and placed according to the Michigan Department of Transportation 2020 Standard Specifications for Construction, modified to be screened with no objects greater than 1 inch in diameter.
- D. The Contractor is encouraged to keep damage to grass areas to the minimum possible to keep restoration costs down.
- E. Should such areas fail to establish satisfactorily, the Contractor shall be required to perform additional restoration effort as needed to achieve final approval of the work.

END OF SECTION

Scattered Concrete Locations

THIS MAP IS INTENDED FOR REFERENCE PURPOSES ONLY

[illegible]

DATE PRINTED: May 17, 2022	DATE CREATED: March 24, 2022	
SCALE: N/A	MAP DOCUMENT: ScatteredConcrete.mxd	
PROJECT NO: 0221-0055	CREATED BY: AWD	CHECKED BY: GIS DEPT

City of Birmingham
2022 Scattered Concrete Repair Program

NO.	ADDRESS	STREET	TYPE OF WORK	CURB	STREET			SIDEWALK			OTHER	NOTES
				Length (ft)	Width (ft)	Length (ft)	Area (SF)	Width (ft)	Length (ft)	Area (SF)		
				177			2348.5			2071		
1	1863	Bowers	sewer service	7	7	17	119	5	10	50		
2	1390	Washington Blvd.	water service		3	24	72					Asphalt patch
3	1208	Bird	sewer and water install	5	15	4	60	20	5	100		
4	347	Catalpa	sewer and water install	10	6	10	60	20	5	100		
5	312	Lake Park	water service					10	4	40		
6	525	Merrit Ln.	sewer service	17	15.5	9	139.5					
7	277	Pierce St.	water service	5	5	13	65					
8	277	Pierce St.	water service		9	7	63					
9	1286	Willow Ln.	water service		22	4	88					Asphalt patch
10	1455	Bird	sewer service					5	5	25		
11	264	Larchlea	sewer service					24	4	96		
12	787	Ann	catch basin repair									Asphalt patch
13	1792	Heneritta	water disconnect		7.5	10	75					
14	166	Bird	sewer service		16	15	240	4	7	28		
15	1012	Woodlea	water main break	9	5	9	45					
16	1293	Maryland	sewer and water install	7	30	8	240					
17	1644	Yosemite	sewer service									
18	525	Merrit Ln.	sewer service	9	22	5	110					
19	213	Lake Park	sewer service					10	5	50		
20	347	Catalpa	sewer/water install	10	6	10	60	20	5	100		
21	1208	Bird	sewer/water install	4	15	4	60	20	5	100		
22	1390	Washington Blvd	water service		3	24	72					
23	1863	Bowers	sewer/water install	6	6	16	96	10	5	50		
24	1912	Washington	water service	30				30	5	150		
25	924	Lakeside	sewer service					20	5	100		
26	1090	Clark	sewer/water install	6	13	6	78	10	5	50		
27	2355	Pembroke	sewer service	5				10	5	50		
28	120	Hawthorne	Storm drain					15	5	75		
29	1667	Maryland	sewer service	7	7	26	182					
30	1313	Lakeside Dr.	sewer service					8	4	32		
31	1202	Lyonhurst	sewer and water install	10				20	5	100		
32	1798	Maryland	water service		28	4	112	10	5	50		
33	1423	Bennaville	sewer repair					10	5	50		
34	1408	S. Bates	water service	12	12	5	60					Concrete under asphalt
35	824	S. Glenhurst						15	5	75		
36	1860	Bowers		9	9	14	126					
37	1264	Bird		9	9	14	126					
38	2300	E Lincoln Ave						120	5	600	6 inch	

City of Birmingham

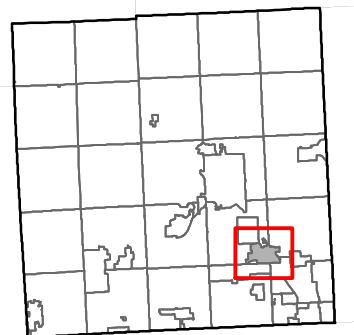


Sidewalk District #5

CAUTION

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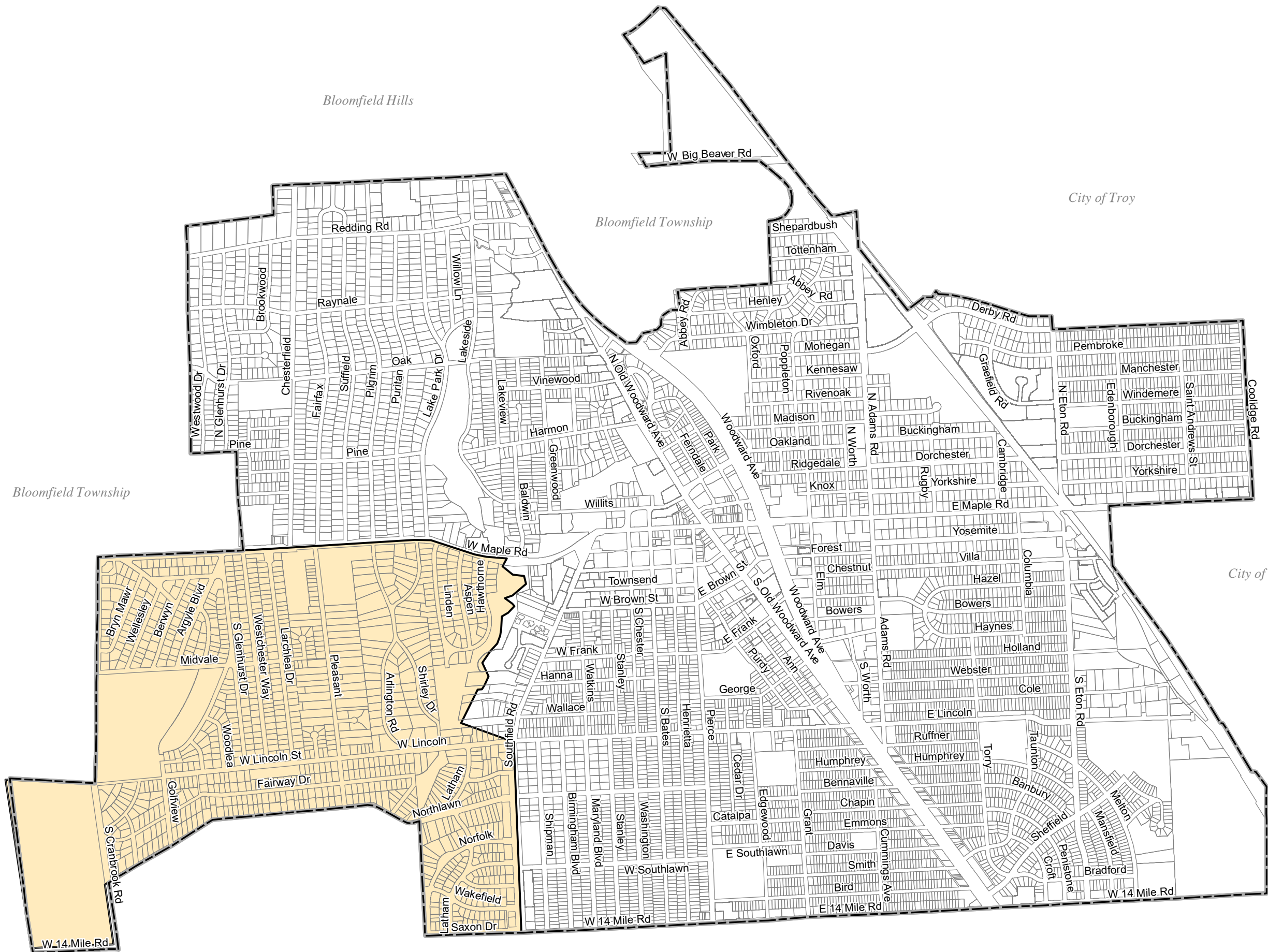
Oakland County



ANDERSON, ECKSTEIN AND
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CIVIL ENGINEERS SURVEYORS ARCHITECTS
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Shelby Township Fax: 586.726.8780
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REVISION BLOCK		Legend
REVISION DATE	REVISION INFO	
		Sidewalk District 5 Parcel City Limits

DATE PRINTED: March 24, 2022	DATE CREATED: March 24, 2022
SCALE: N/A	MAP DOCUMENT: Distric5Map.mxd
PROJECT NO: 0221-0055	CREATED BY: AWD
	CHECKED BY: GIS DEPT



City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Argyle Blvd

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
383 Argyle Blvd	25					
415 Argyle Blvd	40					
495 Argyle Blvd	50					
595 Argyle Blvd	75					
596 Argyle Blvd	27.5					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Bryn Mawr Rd

Street Address		Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
		4"	6"	8"			
275	Bryn Mawr Rd	25	25				

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Devon Ln

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
2400 Devon Ln	21.5					
2435 Devon Ln	25					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Golfview Blvd

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
495 Golfview Blvd	25					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Hawthorne Rd

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
174 Hawthorne Rd	50					
216 Hawthorne Rd	55					
272 Hawthorne Rd	25					
320 Hawthorne Rd	25					
348 Hawthorne Rd	25					
416 Hawthorne Rd	25					
540 Hawthorne Rd	55					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Larchlea Dr

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
264 Larchlea Dr	90					
474 Larchlea Dr	32					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Linden Rd

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
129 Linden Rd		25				
185 Linden Rd	30					
291 Linden Rd	30					
411 Linden Rd	35					
475 Linden Rd		30				
553 Linden Rd	30					
562 Linden Rd	30	30				
571 Linden Rd		30				
610 Linden Rd	80					
648 Linden Rd	65					
680 Linden Rd	30					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Northlawn Blvd

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
1132 Northlawn Blvd	25					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Radnor Dr

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
2435 Radnor Dr	22.5					
2453 Radnor Dr	77.5					
2471 Radnor Dr	50					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
S Glenhurst Dr

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
270 S Glenhurst Dr	25					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Shirley Rd

Street Address		Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
		4"	6"	8"			
999?	Shirley Rd	55					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
W Lincoln Ave

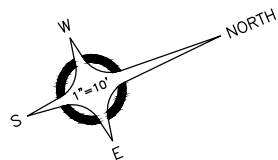
Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
1010 W Lincoln Ave	20					
1370 W Lincoln Ave	25					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
W Maple Rd

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
1821 W Maple Rd	106.75					
2483 W Maple Rd	59.5					

City of Birmingham
2022 Concrete Sidewalk Repair Program
Sidewalk Maintenance Area No. 5
Detailed Quantity Summary
Wellesley Dr

Street Address	Sidewalk			6" Sidewalk Ramp	6" Driveway Approach	Curb and Gutter
	4"	6"	8"			
348 Wellesley Dr	25					
424 Wellesley Dr	50					
446 Wellesley Dr		25				
563 Wellesley Dr	20					
597 Wellesley Dr	25					



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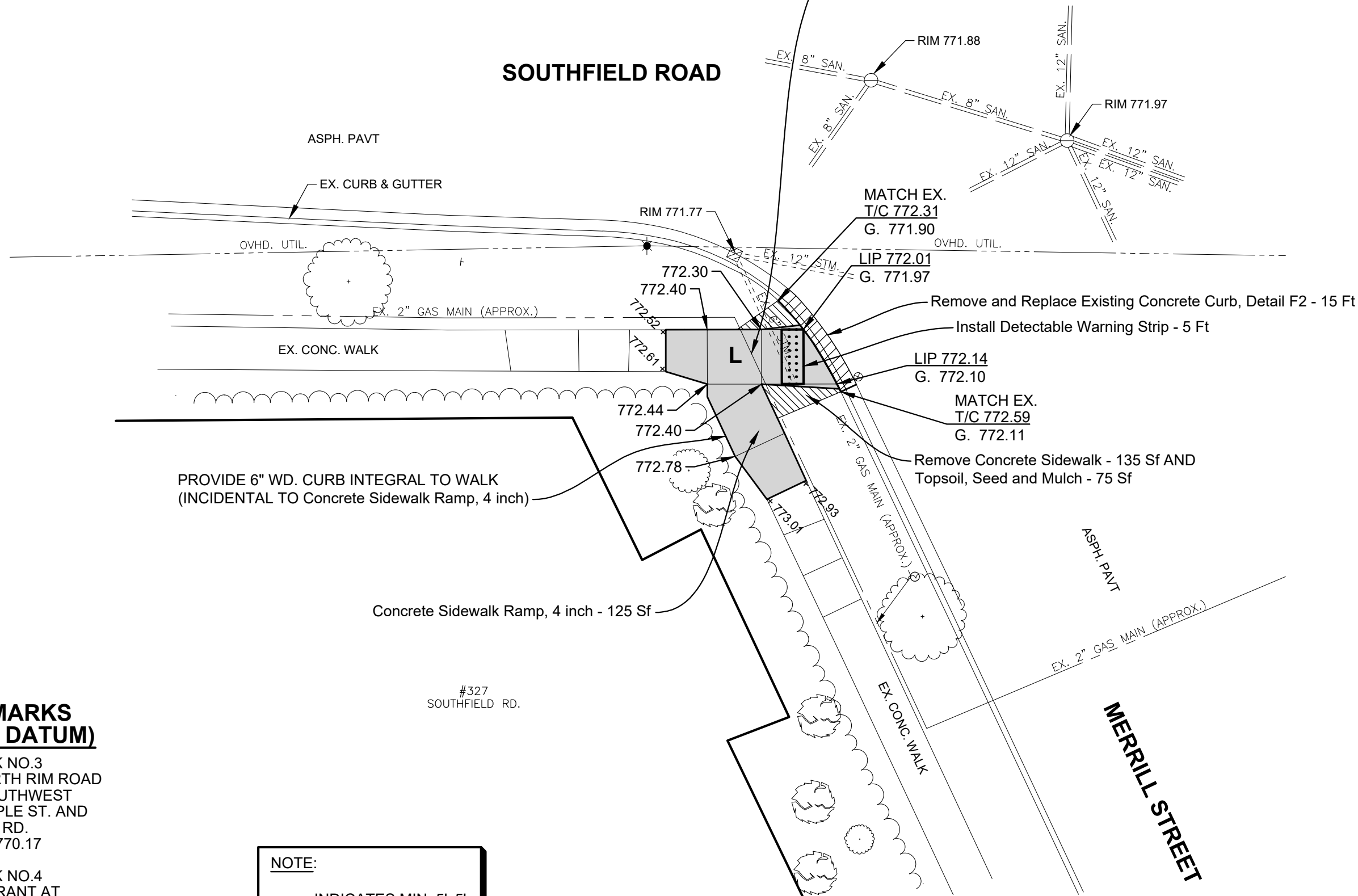
51301 Schoenherr Road Phone: 586 726 1234
Shelby Township Fax: 586 726 8780
Michigan 48315

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ENGINEERING STRONG COMMUNITIES

SOUTHFIELD ROAD

**CAUTION: - SUPPORT & PROTECT
EX. 2" GAS MAIN IN THIS AREA**



BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO.3
CHIS "X" NORTH RIM ROAD
BASIN AT SOUTHWEST
CORNER MAPLE ST. AND
SOUTHFIELD RD.
ELEVATION: 770.17

BENCH MARK NO.4
TOP OF HYDRANT AT
NORTHEAST CORNER
SOUTHFIELD RD. AND MARTIN
ST.
ELEVATION: 775.07

NOTE:

L = INDICATES MIN. 5'x5'
LANDING AT 2% MAX.
IN EVERY DIRECTION

DATE SUBMITTALS/REVISIONS

PROJECT NAME:

2021 - 2022
DOWNTOWN
HANDICAP RAMPS

SHEET TITLE:

CONSTRUCTION
PLAN
368 SOUTHFIELD ROAD

CLIENT:

CITY OF BIRMINGHAM

☒ PRELIMINARY	☐ CONSTRUCTION	☐ RECORD
DRAWN BY: MJS	CHECKED BY: RRK	DATE: MARCH 2022
SCALE: 0 5 10 20 1" = 10'		



Know what's below. Call
72 hours before you dig.

UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING UTILITIES. (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

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CALL MISS DIG

PROJECT NO.

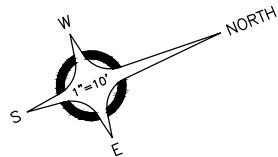
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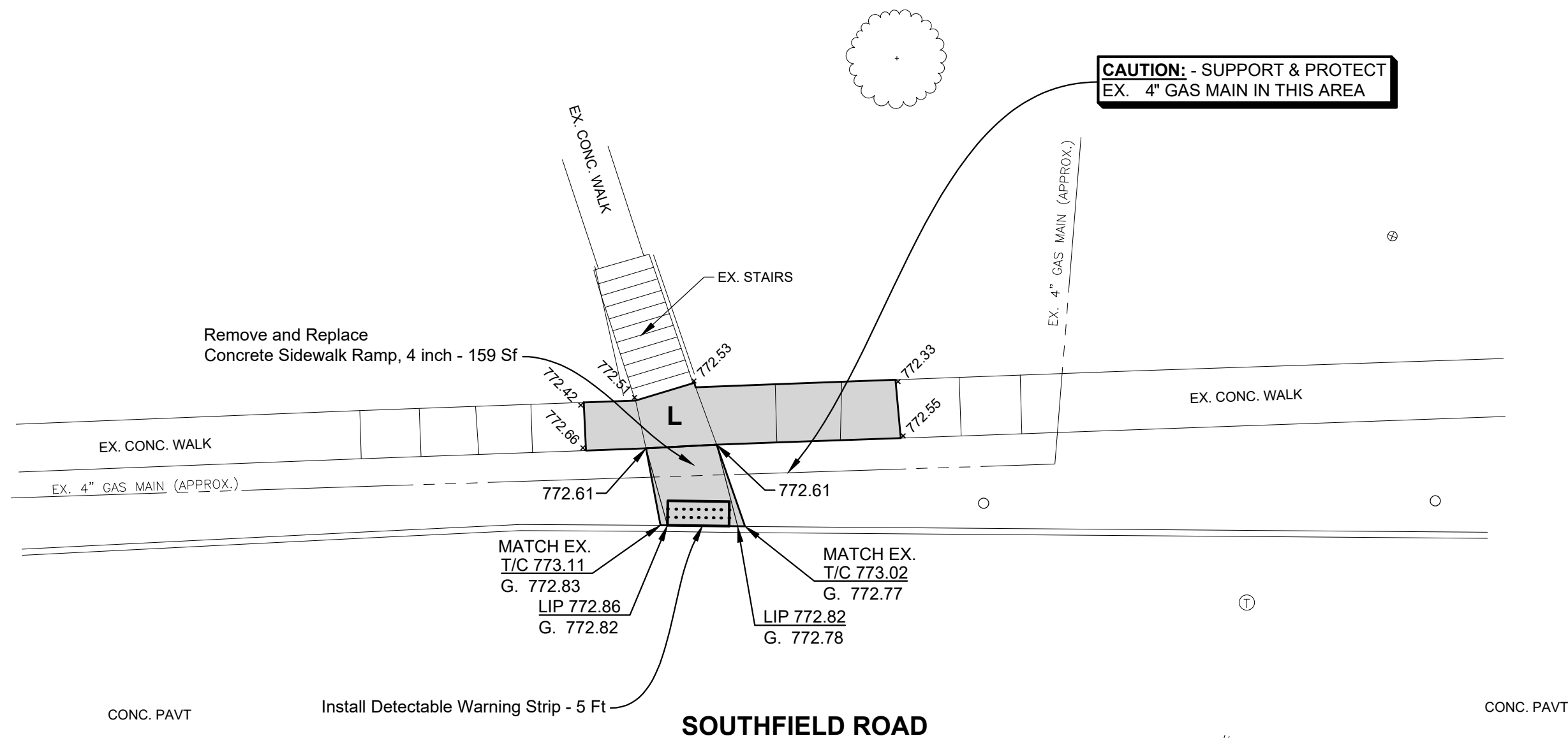
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ENGINEERING STRONG COMMUNITIES



**BENCH MARKS
(NAVD88 DATUM)**

BENCH MARK NO.3
CHIS "X" NORTH RIM ROAD
BASIN AT SOUTHWEST
CORNER MAPLE ST. AND
SOUTHFIELD RD.
ELEVATION: 770.17

BENCH MARK NO.4
TOP OF HYDRANT AT
NORTHEAST CORNER
SOUTHFIELD RD. AND MARTIN
ST.
ELEVATION: 775.07

NOTE:

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LANDING AT 2% MAX.
IN EVERY DIRECTION

DATE	SUBMITTALS/REVISIONS

PROJECT NAME:

2021 - 2022
DOWNTOWN
HANDICAP RAMPS

SHEET TITLE:

CONSTRUCTION
PLAN
334 SOUTHFIELD ROAD

CLIENT:

CITY OF BIRMINGHAM

☒ PRELIMINARY	☐ CONSTRUCTION	☐ RECORD
DRAWN BY: MJS	CHECKED BY: RPK	DATE: MARCH 2022
SCALE: 0 5 10 20 1" = 10'		



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CALL MISS DIG

PROJECT NO.

0221-0053

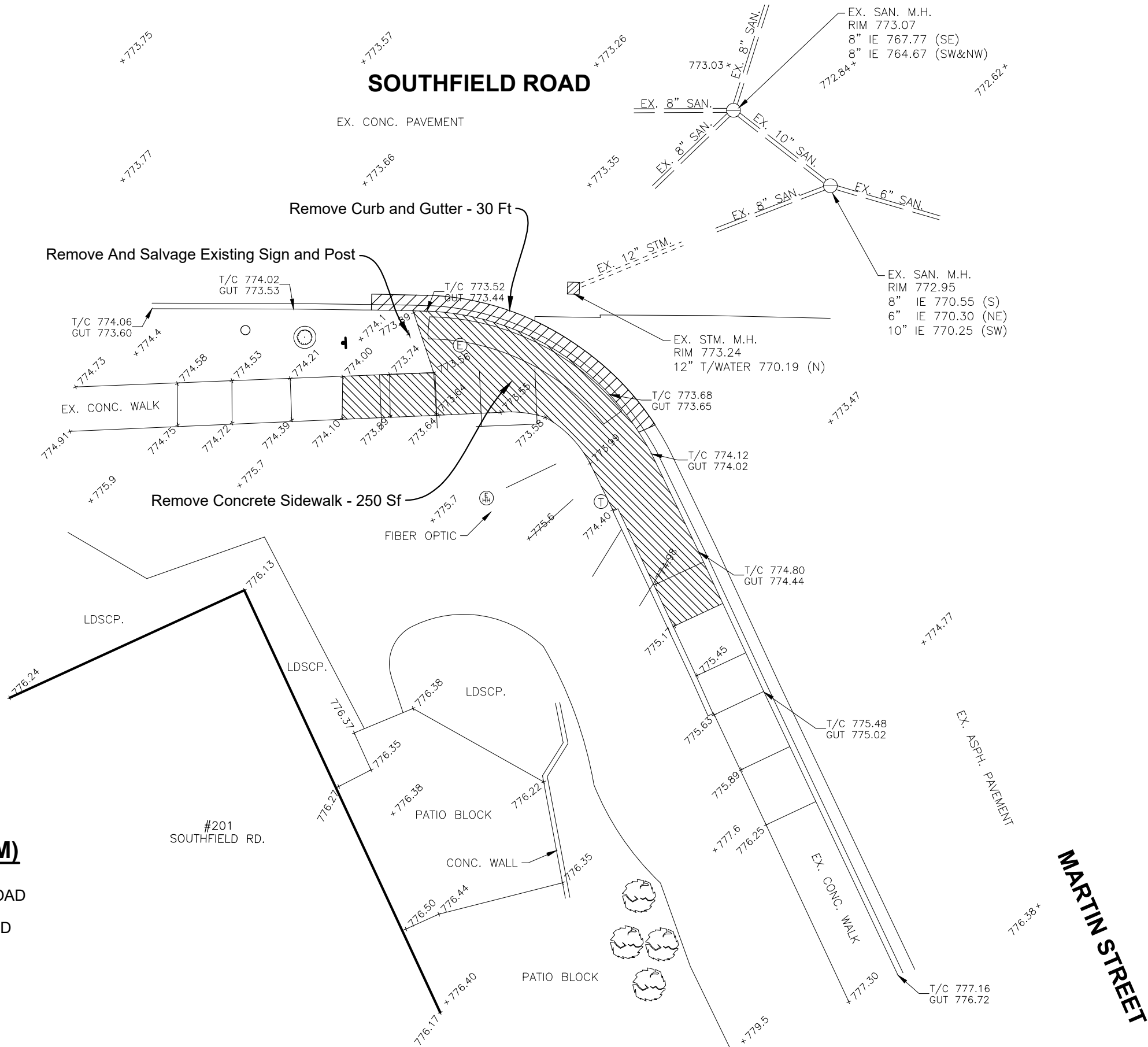
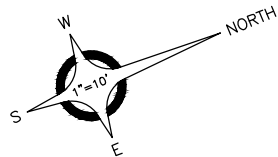
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SHEET NO.

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BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO.3
CHIS "X" NORTH RIM ROAD
BASIN AT SOUTHWEST
CORNER MAPLE ST. AND
SOUTHFIELD RD.
ELEVATION: 770.17

BENCH MARK NO.4
TOP OF HYDRANT AT
NORTHEAST CORNER
SOUTHFIELD RD. AND
MARTIN ST.
ELEVATION: 775.07



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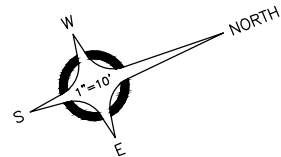
CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road Phone: 586.726.1234
Shelby Township Fax: 586.726.8780
Michigan 48315

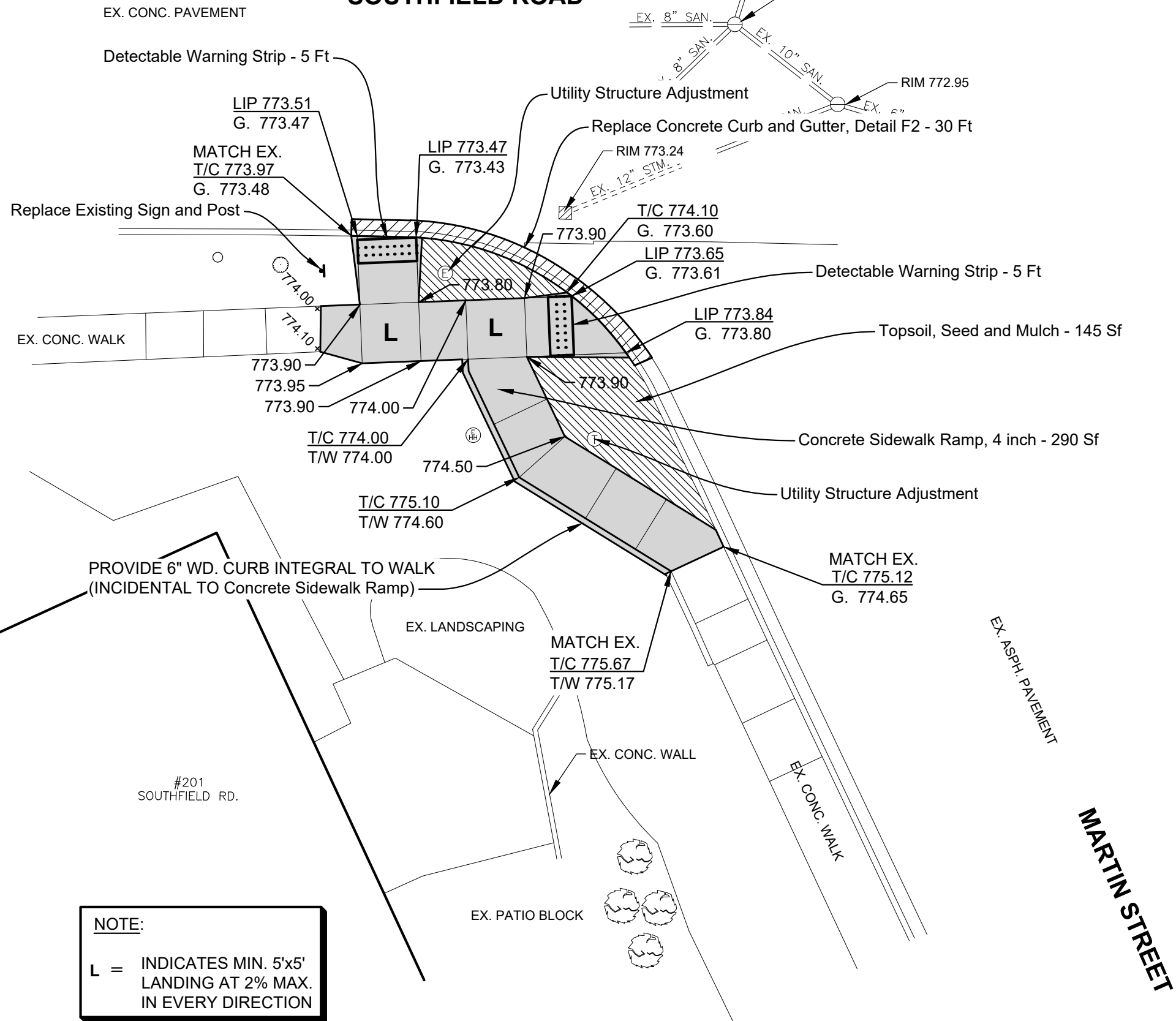
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ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
PROJECT NAME:	
2021 - 2022 DOWNTOWN HANDICAP RAMPS	
SHEET TITLE:	
REMOVAL PLAN 336 SOUTHFIELD ROAD	
CLIENT:	
CITY OF BIRMINGHAM	
DRAWN BY: MJS CHECKED BY: RPK DATE: MARCH 2022	
SCALE: 1" = 10'	
0 5 10 20	
811 Know what's below. Call 72 hours before you dig.	
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CALL MISS DIG	
PROJECT NO. 0221-0053	
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SHEET NO.	



SOUTHFIELD ROAD



BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO.3
CHIS "X" NORTH RIM ROAD
BASIN AT SOUTHWEST
CORNER MAPLE ST. AND
SOUTHFIELD RD.
ELEVATION: 770.17

BENCH MARK NO.4
TOP OF HYDRANT AT
NORTHEAST CORNER
SOUTHFIELD RD. AND
MARTIN ST.
ELEVATION: 775.07

NOTE:

L = INDICATES MIN. 5'x5'
LANDING AT 2% MAX.
IN EVERY DIRECTION



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ENGINEERING STRONG COMMUNITIES

DATE	SUBMITTALS/REVISIONS
PROJECT NAME:	
2021 - 2022 DOWNTOWN HANDICAP RAMPS	
SHEET TITLE:	
CONSTRUCTION PLAN 336 SOUTHFIELD ROAD	
CLIENT:	
CITY OF BIRMINGHAM	
DRAWN BY: MJS CHECKED BY: RPK DATE: MARCH 2022	
SCALE: 0 5 10 20 1" = 10'	



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CALL MISS DIG

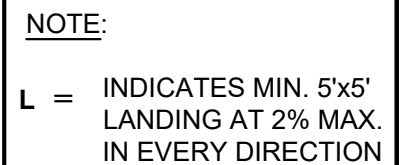
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SHEET NO.



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Shelby Township Fax 586 726 8780
Michigan 48315

ENGINEERING STRONG COMMUNITIES



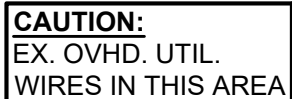
811 Know what's below. Call 72 hours before you dig.

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PROJECT NO. 0221-0053
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5

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Remove and Replace Concrete Sidewalk Ramp, 4 inch - 200 Sf

Install ADA Compliant Frame Cover
EJIW 5110-M5 at Existing Catch Basin

Provide Hand Patching as Required

LIP 768.
 G. 768.
 --OVHD. UTIL. --- MATCH EX.
T/C 768.53
 G. 772.11

Install Detectable Warning Strip - 5 Ft

PROTECT EXISTING TRAFFIC SIGNAL

PIERCE STREET

BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO.5
CHIS "X" NORTH RIM ROAD
BASIN AT SOUTHEAST
CORNER BROW ST. AND
PIERCE ST.
ELEVATION: 767.98

EX. ASPH. PAVEMENT

E BROWN STREET

– Remove and Replace Concrete Curb and Gutter, Detail F2 - 30 Ft

MATCH EX. ^{EX. W.M.}
T/C 768.69

G. 768.23

— PROTECT EXISTING LIGHT POLE

EX. CONC. WALK

EX. BRICK WALK

BUILDING CANOPY

FX. GAS MAIN

EX. CONC. STAIRS

- Install Detectable Warning Strip - 5 Ft

CAUTION: - SUPPORT & PROTECT
EX. 4" GAS MAIN IN THIS AREA

#100
E. BROWN ST.

NOTE:

L = INDICATES MIN. 5'x5'
LANDING AT 2% MAX.
IN EVERY DIRECTION



CIVIL ENGINEERS SURVEYORS ARCHITECTS

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Shelby Township Fax 586 726 8788
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ENGINEERING STRONG COMMUNITIES

[illegible]

2021 - 2022
DOWNTOWN
HANDICAP RAMPS

SHEET TITLE

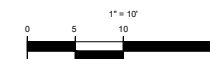
CONSTRUCTION
PLAN
100 E BROWN STREET

CLIENT:

CITY OF BIRMINGHAM

☒ PRELIMINARY	☐ CONSTRUCTION	☐ RECORD
DRAWN BY: MJS	CHECKED BY: RRK	DATE: MARCH 2022

SCALE



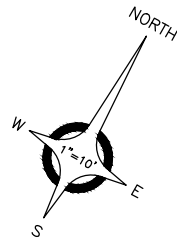
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CALL MISS DIC

PROJECT NO. 0221-0053
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06/06/2022 10:42:18 AM
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4



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ENGINEERING STRONG COMMUNITIES

N OLD WOODWARD AVENUE

EX. ASPH. PAVEMENT

#101
WILLITS ST.

**CAUTION: - SUPPORT & PROTECT
EX. 4" GAS MAIN IN THIS AREA**

Remove and Replace Concrete Sidewalk Ramp, 4 inch - 300 Sf

PROTECT EXISTING TRAFFIC SIGNAL POLE

EX. CONC. WALK

Utility Structure Adjustment

778.55

MATCH EX.
T/C 778.68
G. 778.24

MATCH EX.
T/C 778.25
G. 778.21

PROTECT EXISTING LIGHT POLE

EX. ASPH. PAVEMENT

EX. 4" GAS MAIN

MATCH EX.
LIP 778.14
G. 778.10

Utility Structure Adjustment

Install Detectable Warning Strip - 5 Ft

MATCH EX.
T/C 778.01
G. 777.69

MATCH EX.
LIP 777.87
G. 777.83

MATCH EX.
LIP 778.01
G. 777.97

MATCH EX.
T/C 778.19
G. 778.00

**CAUTION:
EX. UGD. UTIL.
IN THIS AREA**

BUILDING CANOPY

EX. CONC. WALK

UDG. ELEC.

EX. W.M.

BENCH MARKS (NAVD88 DATUM)

BENCH MARK NO.1
CHIS "X" NORTH RIM
SANITARY M.H. AT
SOUTHWEST CORNER OF
OLD WOODWARD AVE. AND
WILLITS ST. IN 4TH.
PARKING BAY SOUTH OF
WILLITS ST.
ELEVATION: 779.24

ELEVATION:
BENCH MARK NO.2
TOP OF HYDRANT AT
NORTHEAST CORNER OF
OLD WOODWARD AVE. AND
WILLITS ST.
ELEVATION: 778.49

WILLITS STREET

NOTE:

L = INDICATES MIN. 5'x5'
LANDING AT 2% MAX.
IN EVERY DIRECTION

DATE SUBMITTALS/REVISIONS

PROJECT NAME:

2021 - 2022
DOWNTOWN
HANDICAP RAMPS

SHEET TITLE:

CONSTRUCTION
PLAN
101 WILLITS STREET

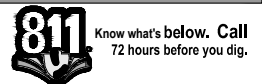
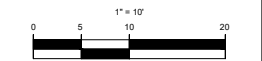
CLIENT:

CITY OF BIRMINGHAM

☒ PRELIMINARY ☐ CONSTRUCTION ☐ RECORD

DRAWN BY: MJS CHECKED BY: RPK DATE: MARCH 2022

SCALE: 1" = 10'



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CALL MISS DIG

PROJECT NO.

0221-0053

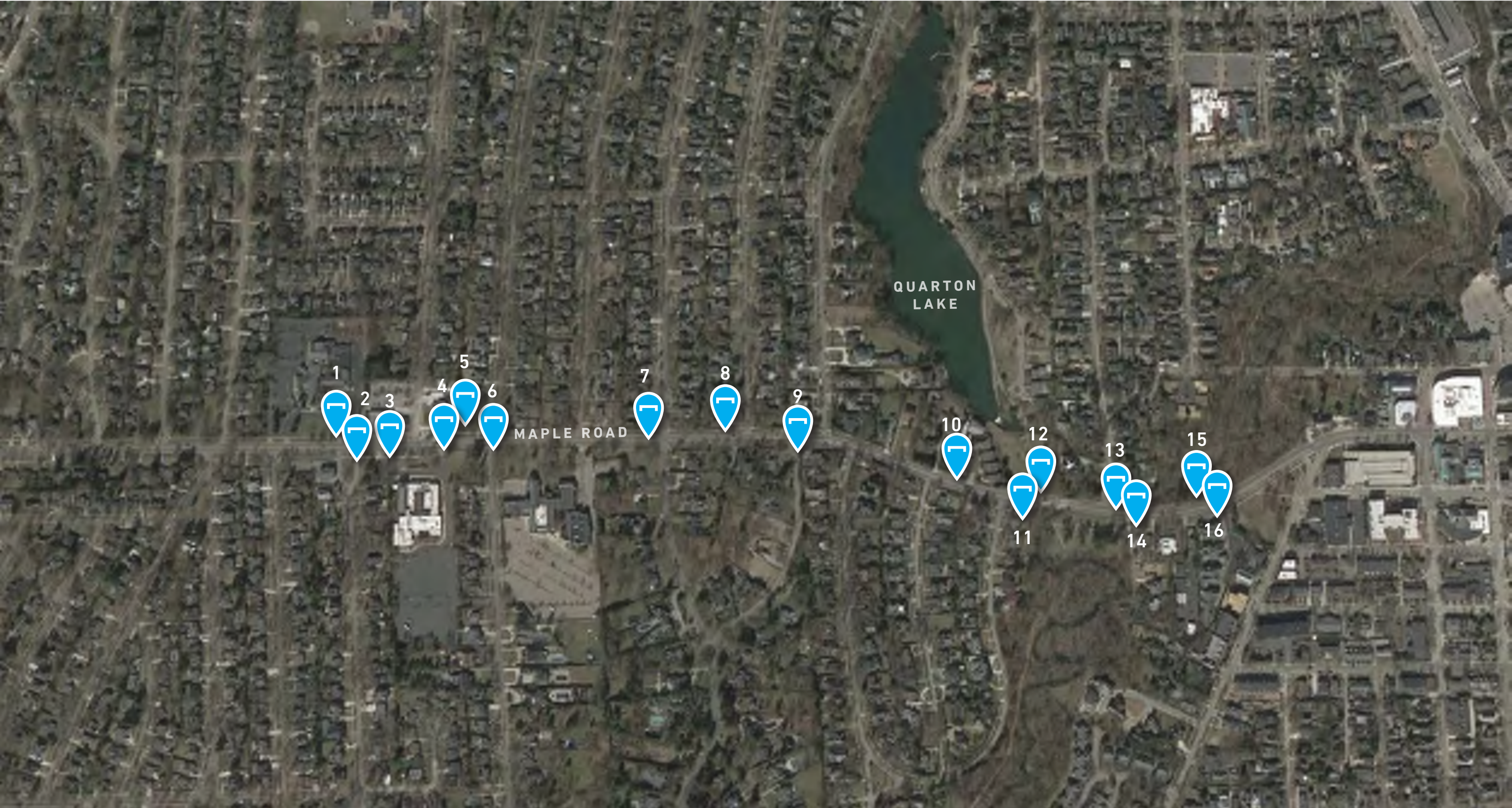
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SHEET NO.

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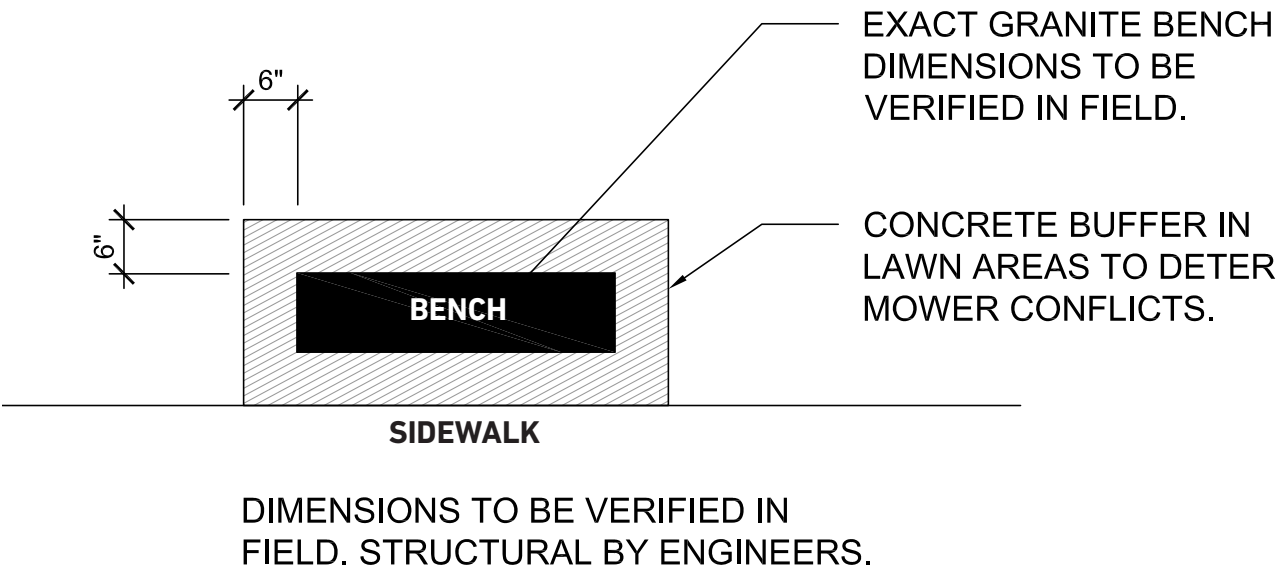


BENCH RELOCATION - TYPICAL LAYOUT



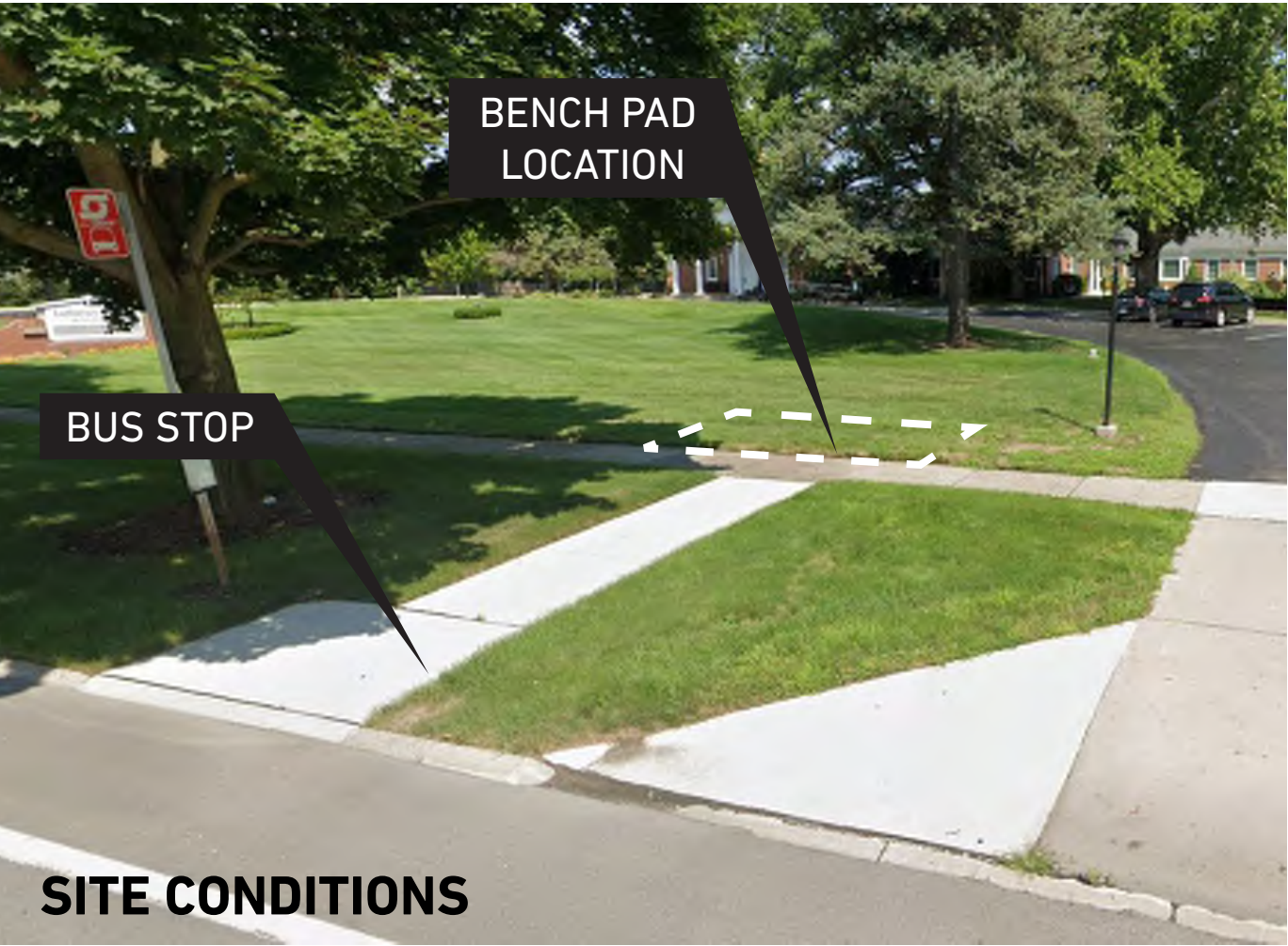
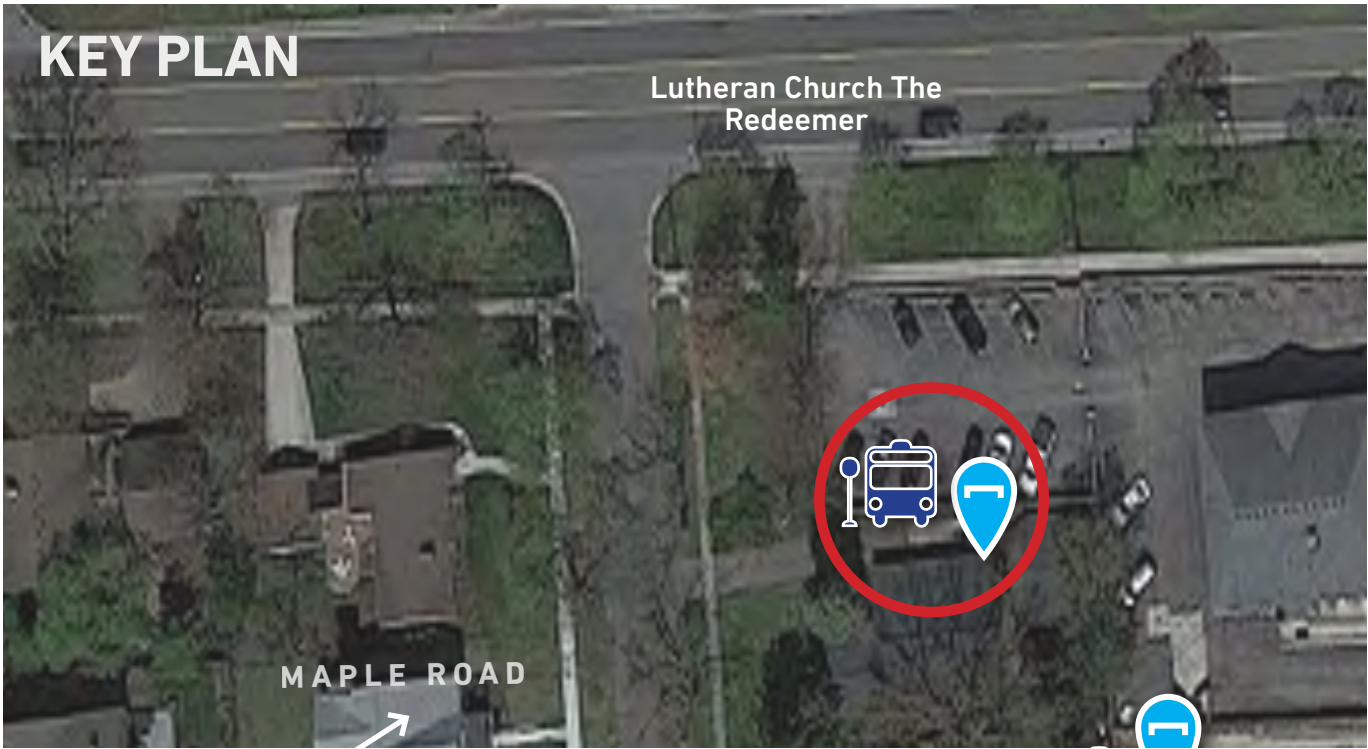
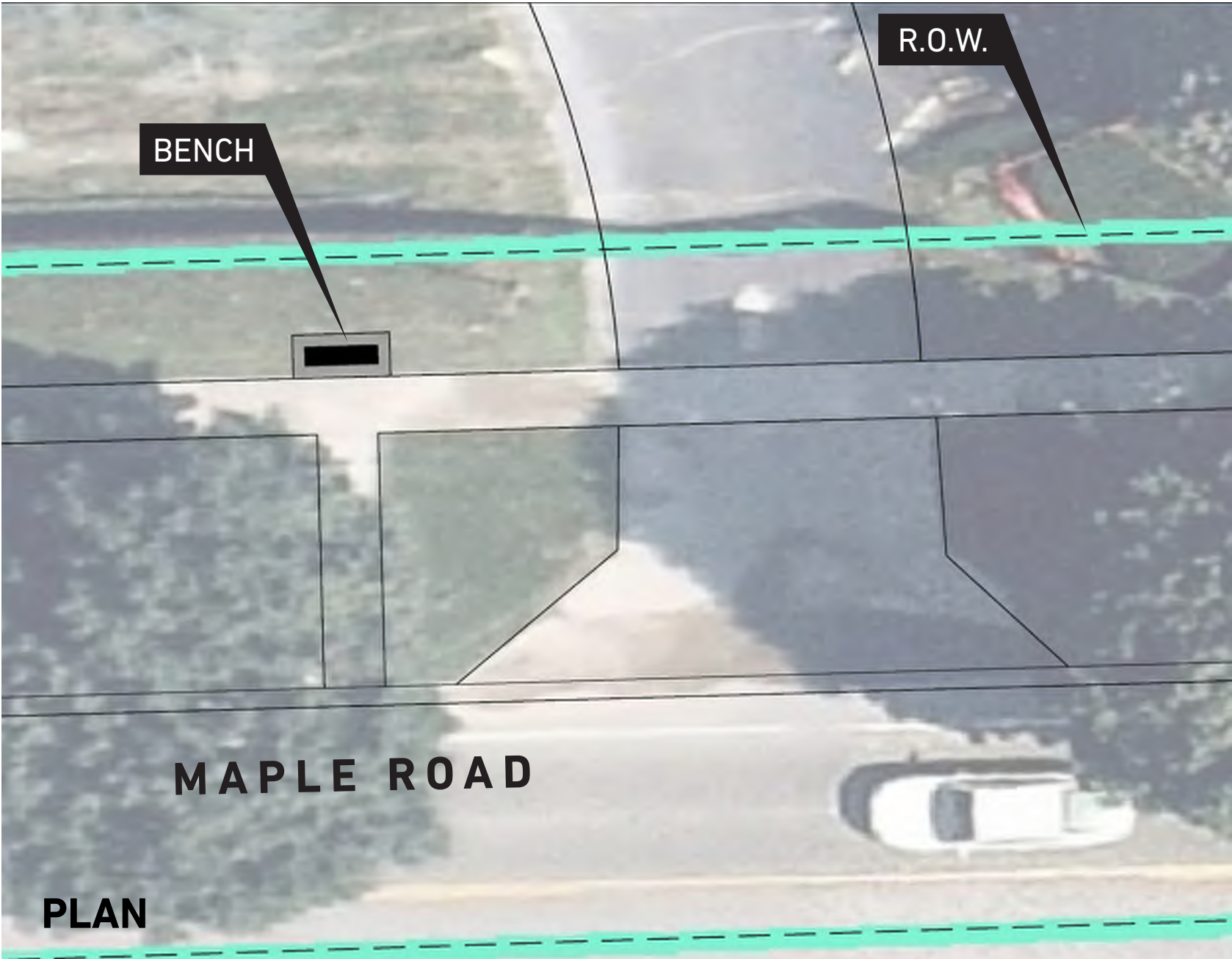
TYPICAL BENCH

KEY PLAN



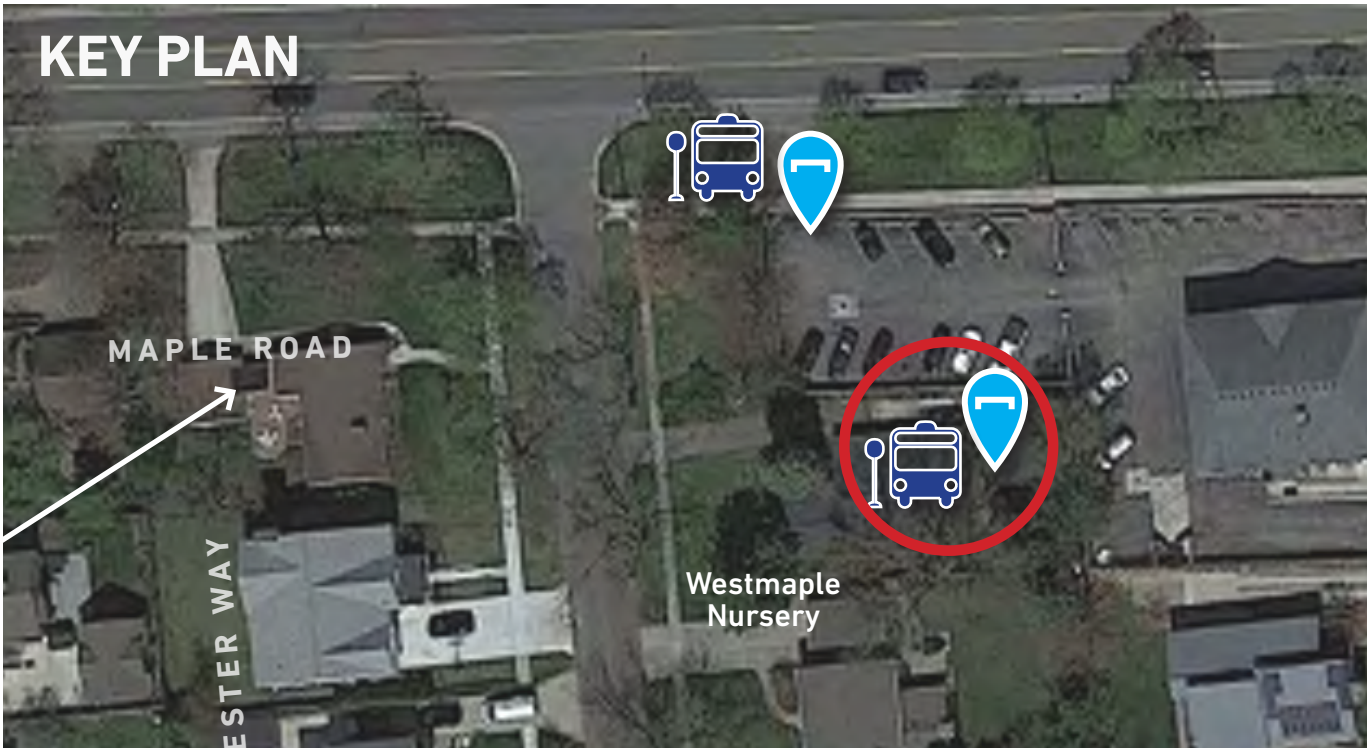
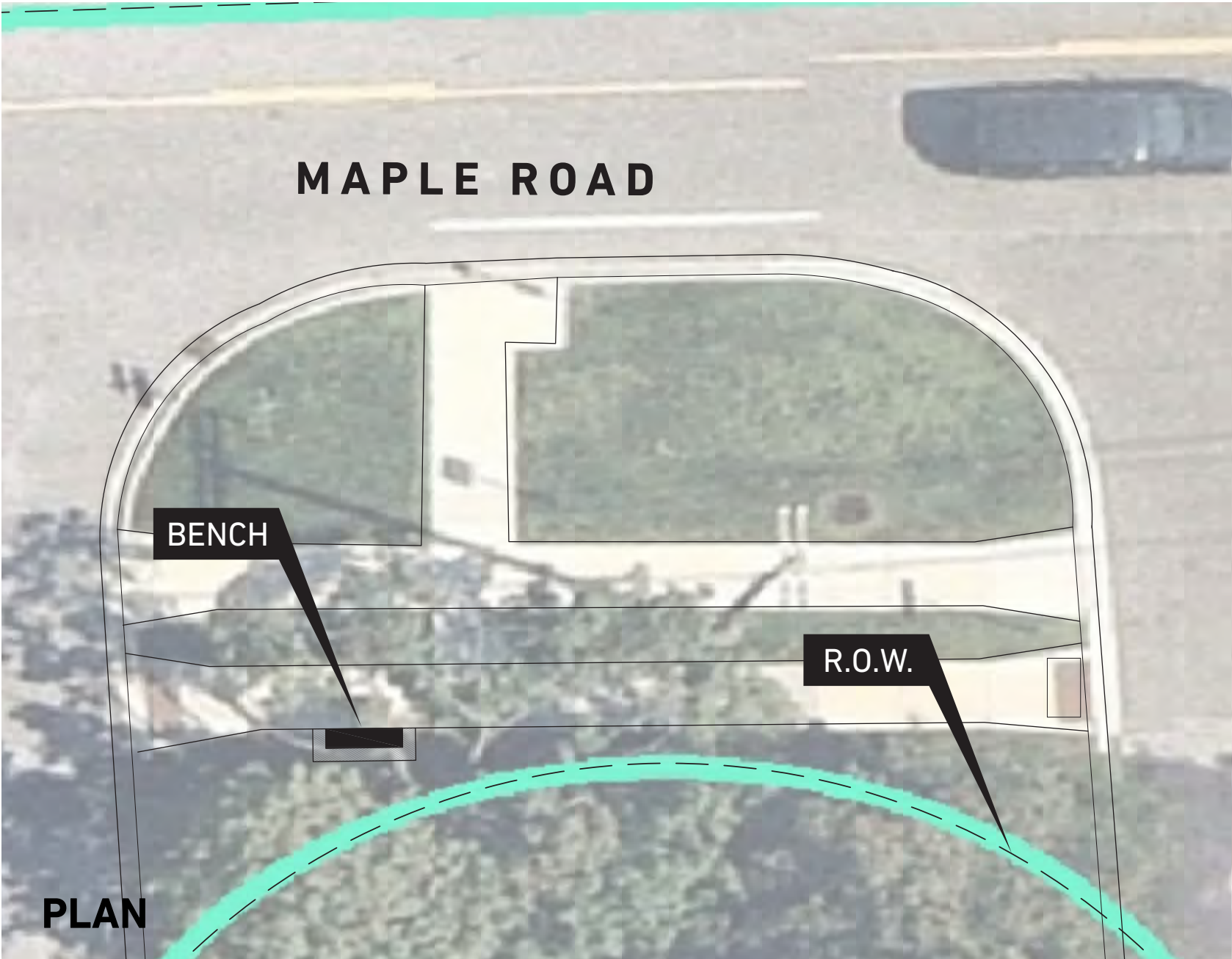
BENCH RELOCATION - LOCATION 1

- Bus stop
- Adjacent to Lutheran Church
- Large shade tree



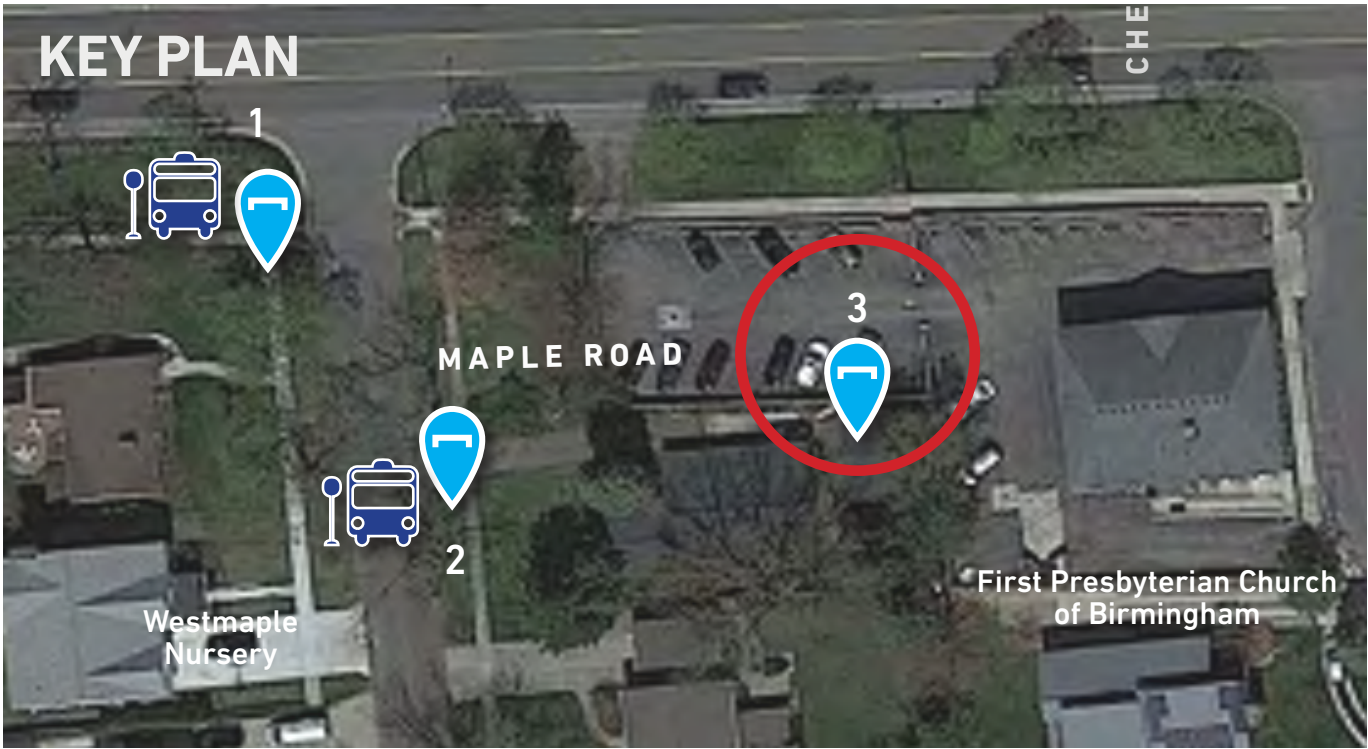
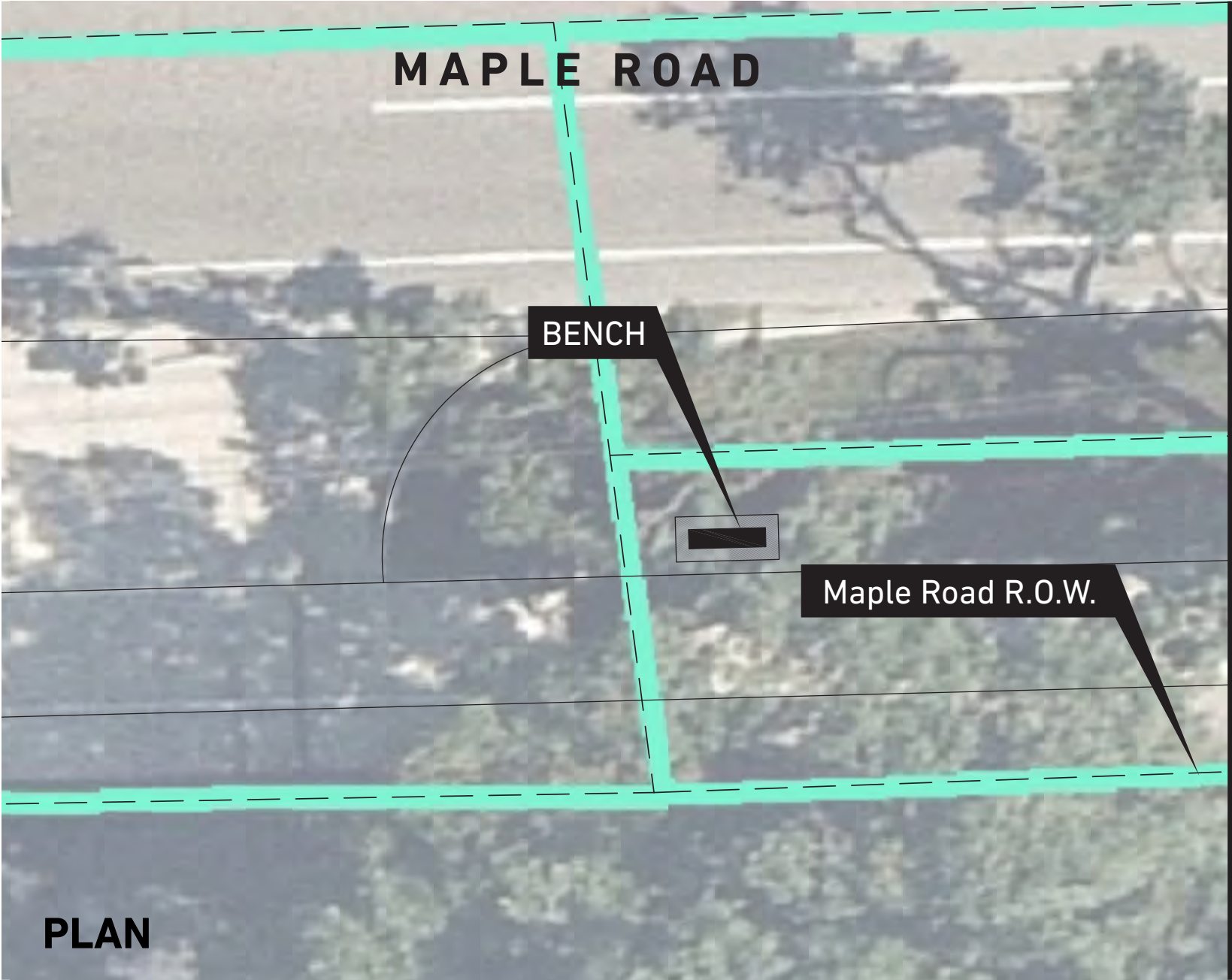
BENCH RELOCATION - LOCATION 2

- Adjacent to bus stop
- Large shade tree
- Avoids bike lanes



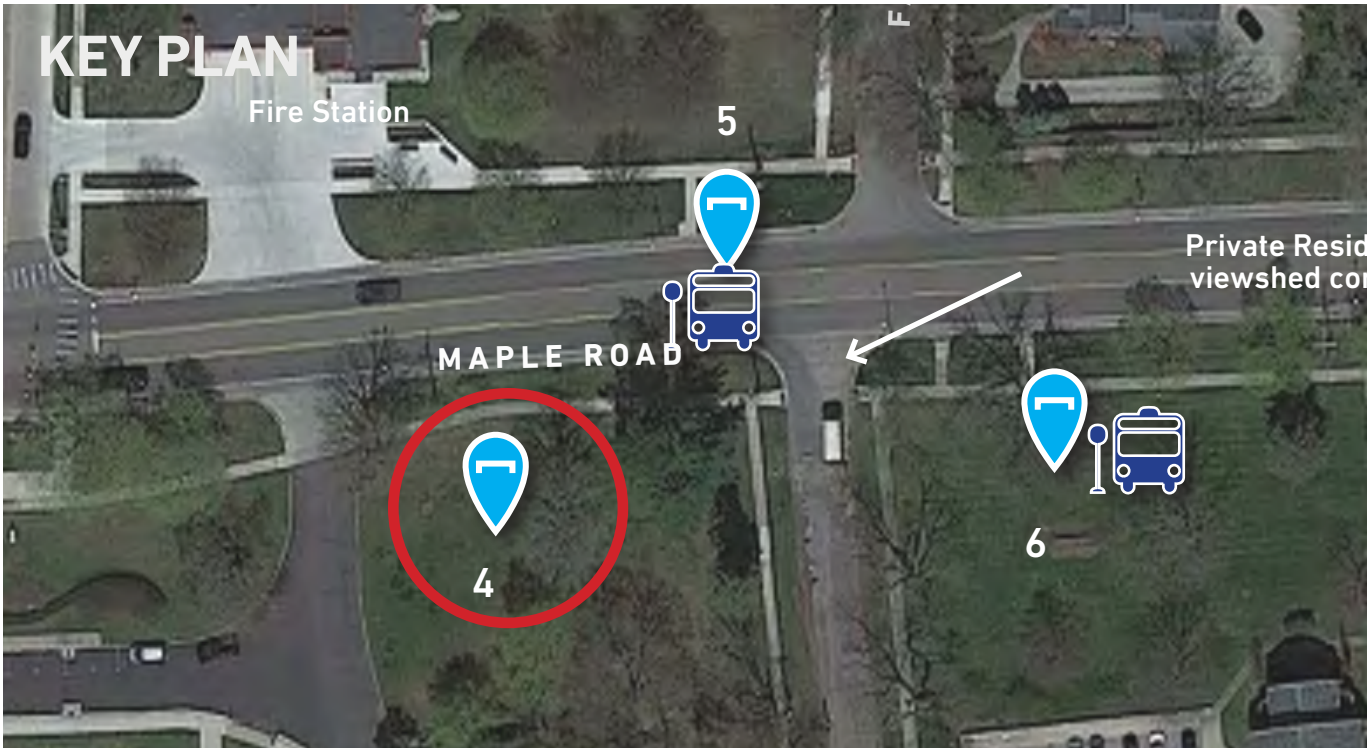
BENCH RELOCATION - LOCATION 3

- Located at terminating vista
- Does not encroach on school site



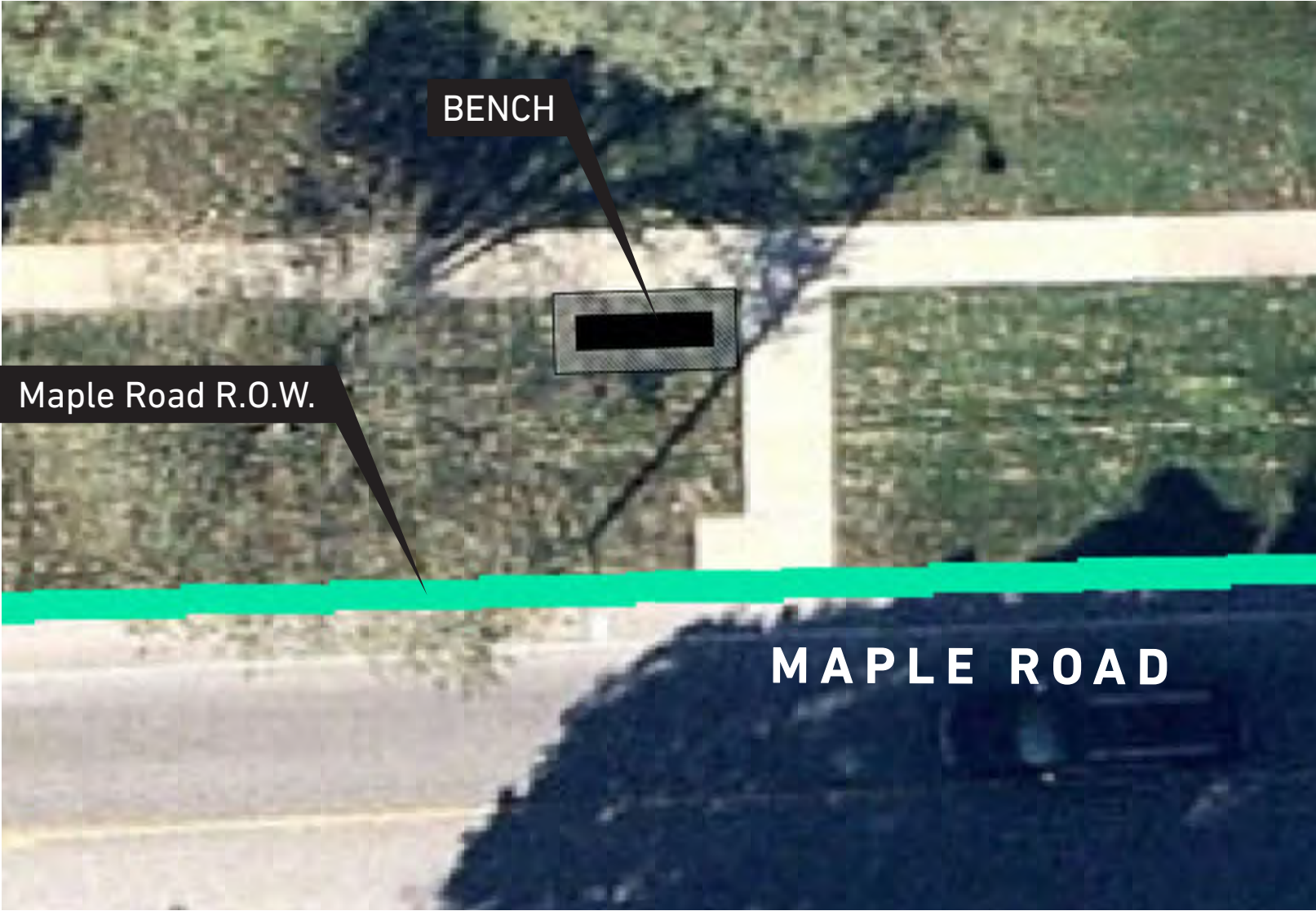
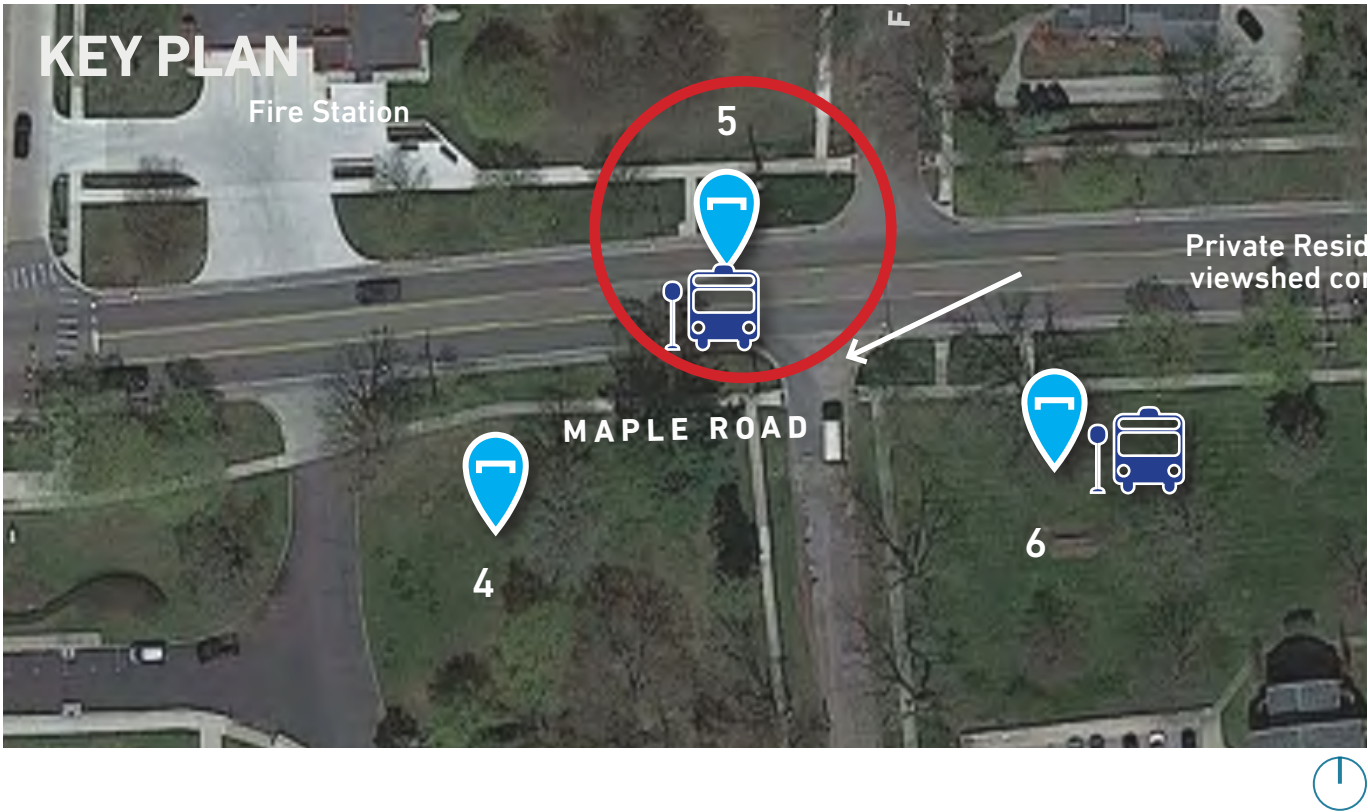
BENCH RELOCATION - LOCATION 4

- Located adjacent to openspace



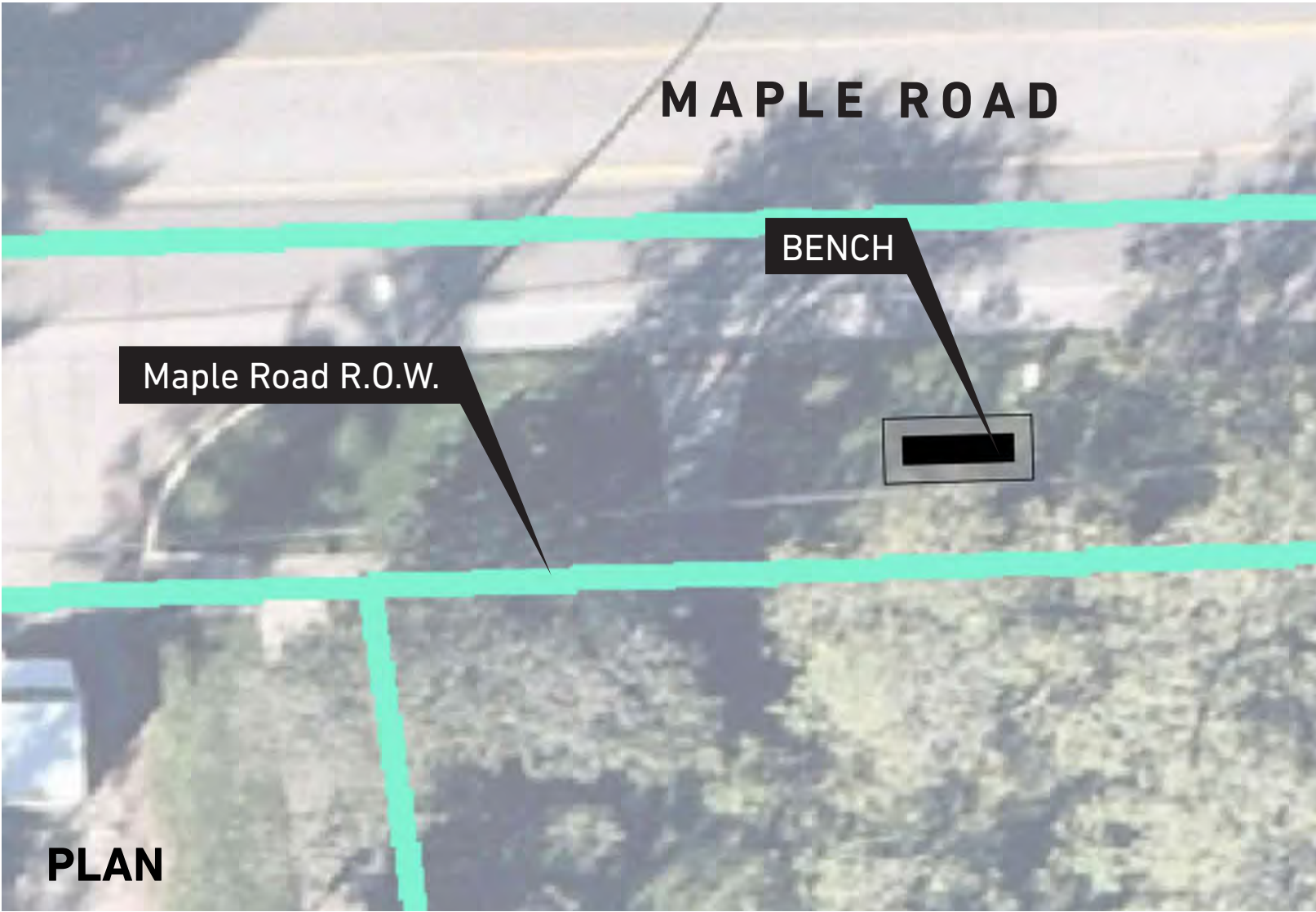
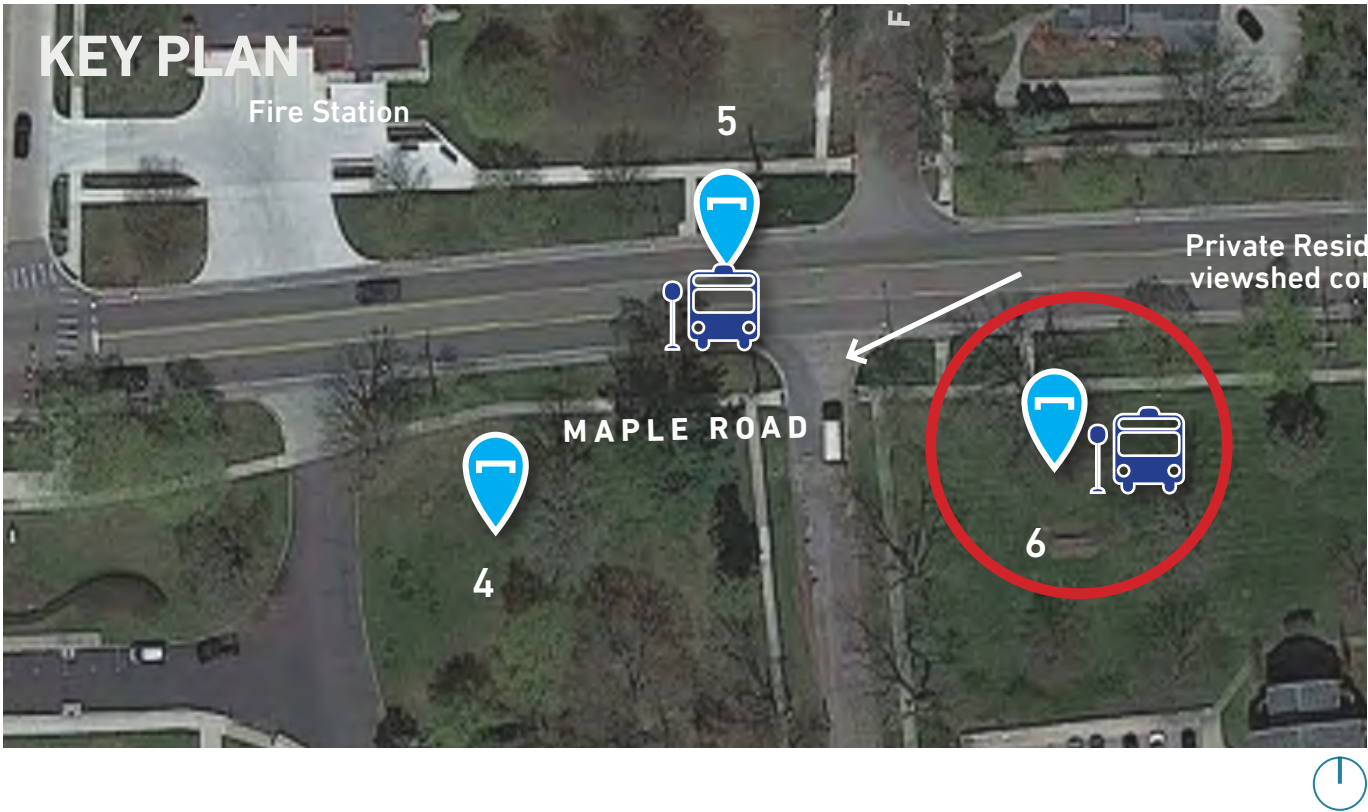
BENCH RELOCATION - LOCATION 5

- Located at fire station open space and bus stop



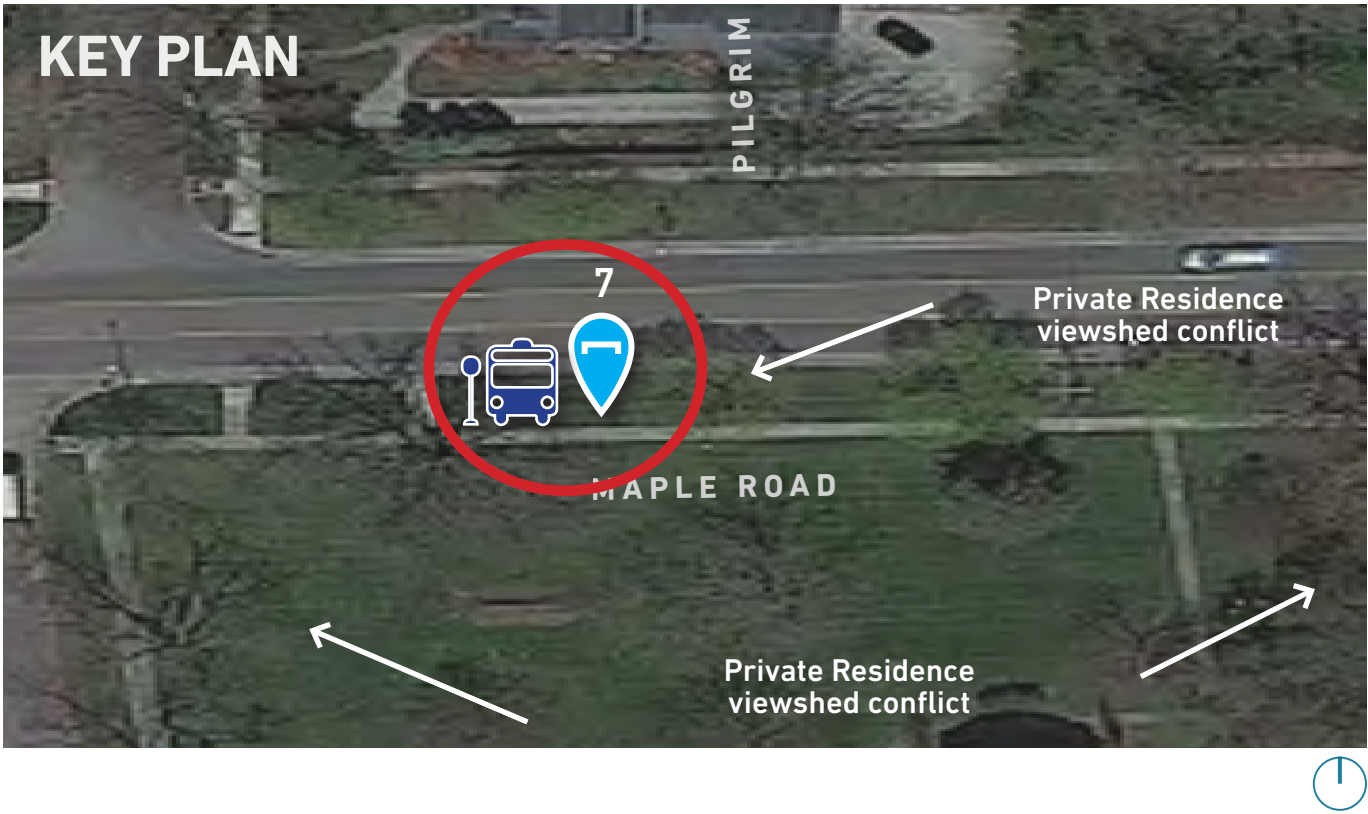
BENCH RELOCATION - LOCATION 6

- Located at bus stop
- Does not compete with Church signage



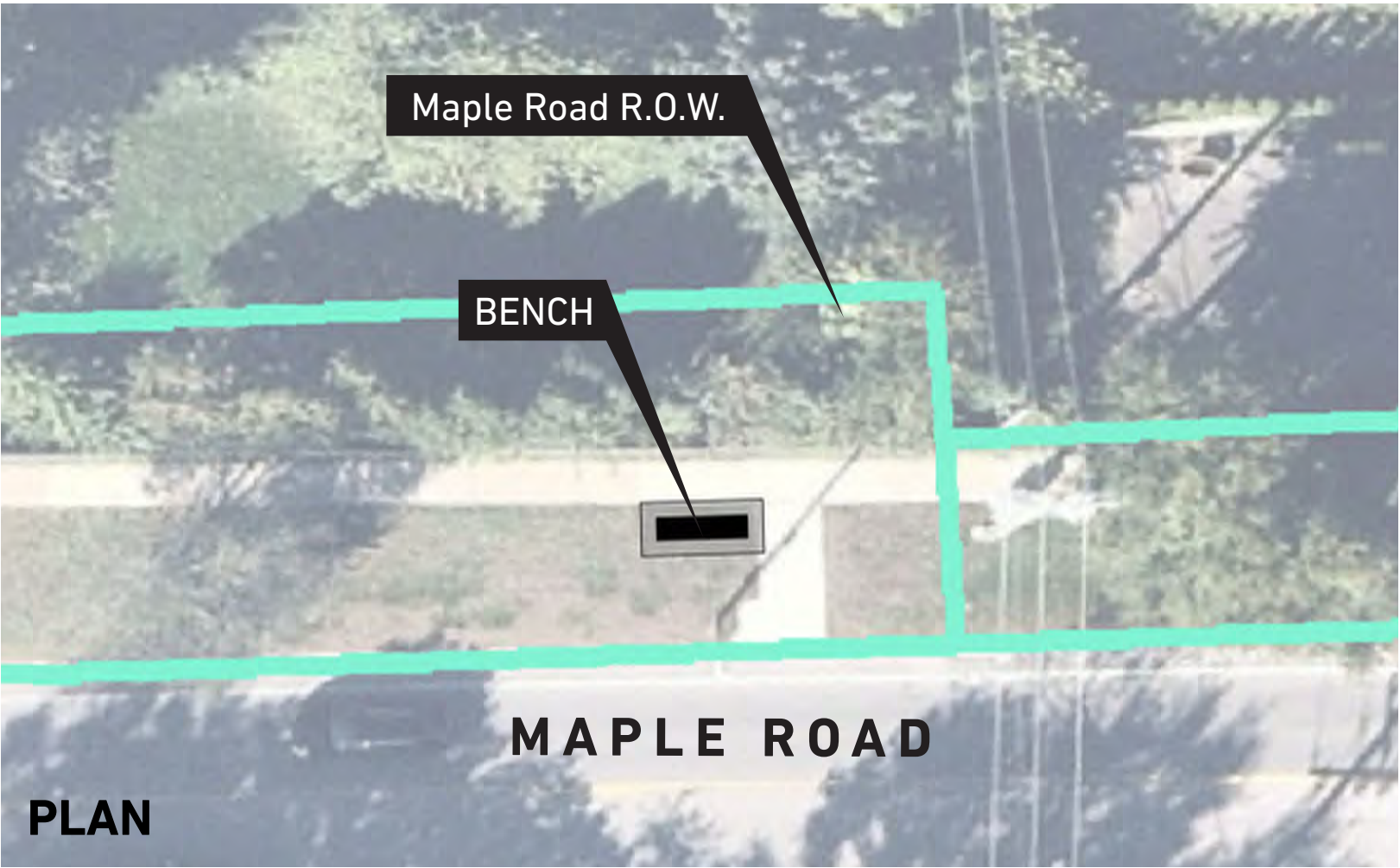
BENCH RELOCATION - LOCATION 7

- Located at bus stop



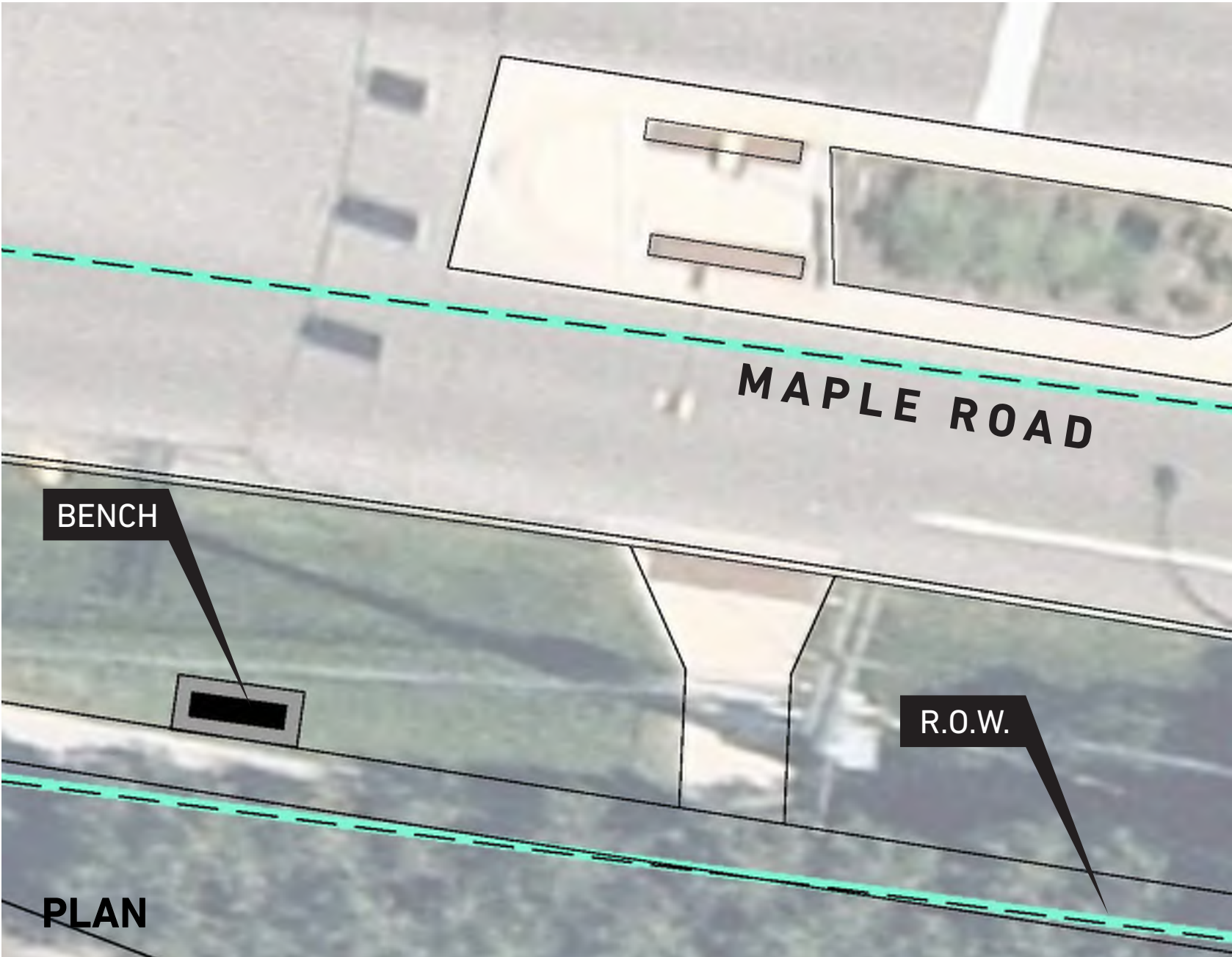
BENCH RELOCATION - LOCATION 8

- Located at bus stop



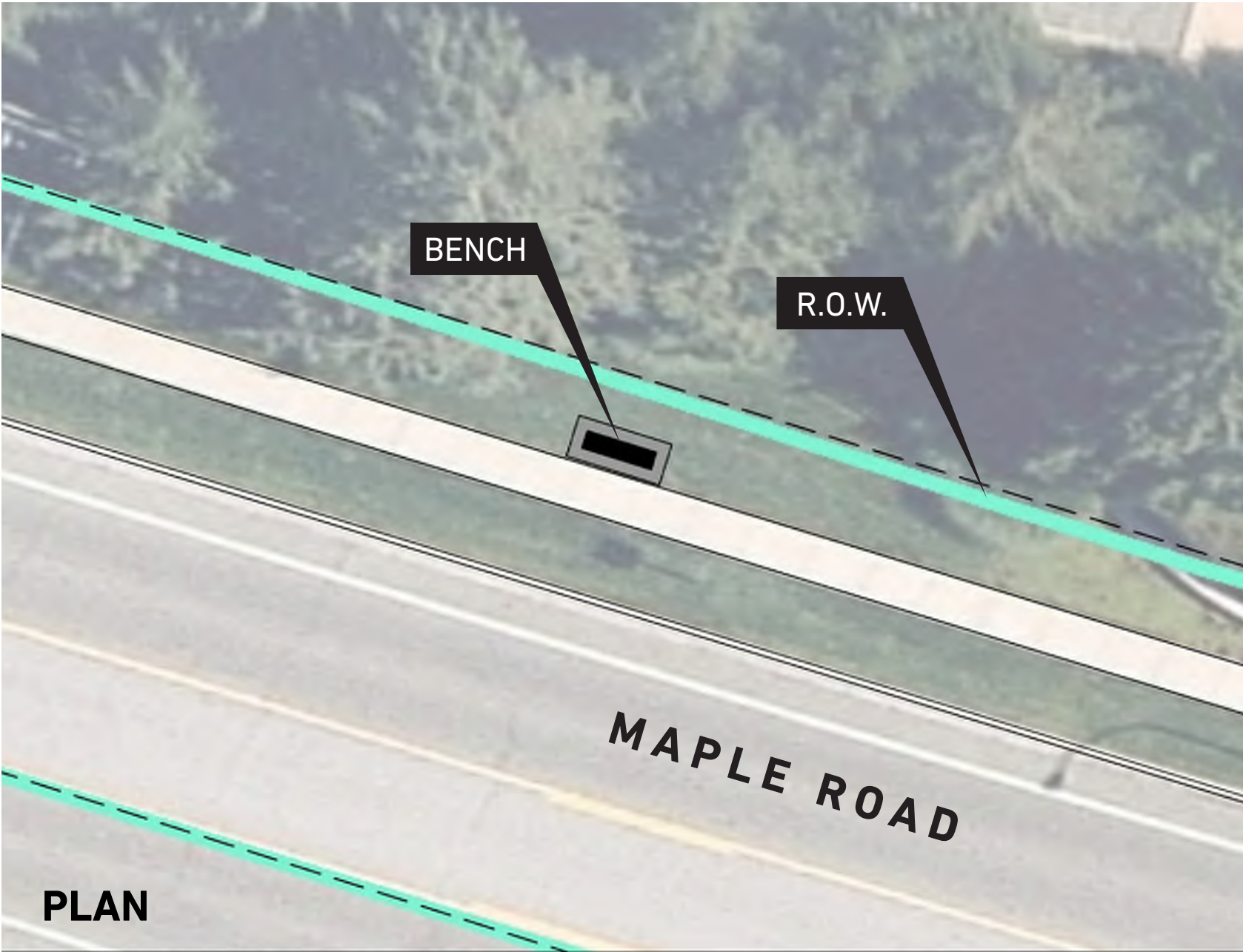
BENCH RELOCATION - LOCATION 9

- Located at midblock crossing
- Avoids fencing
- Avoids utility pole conflict on north side

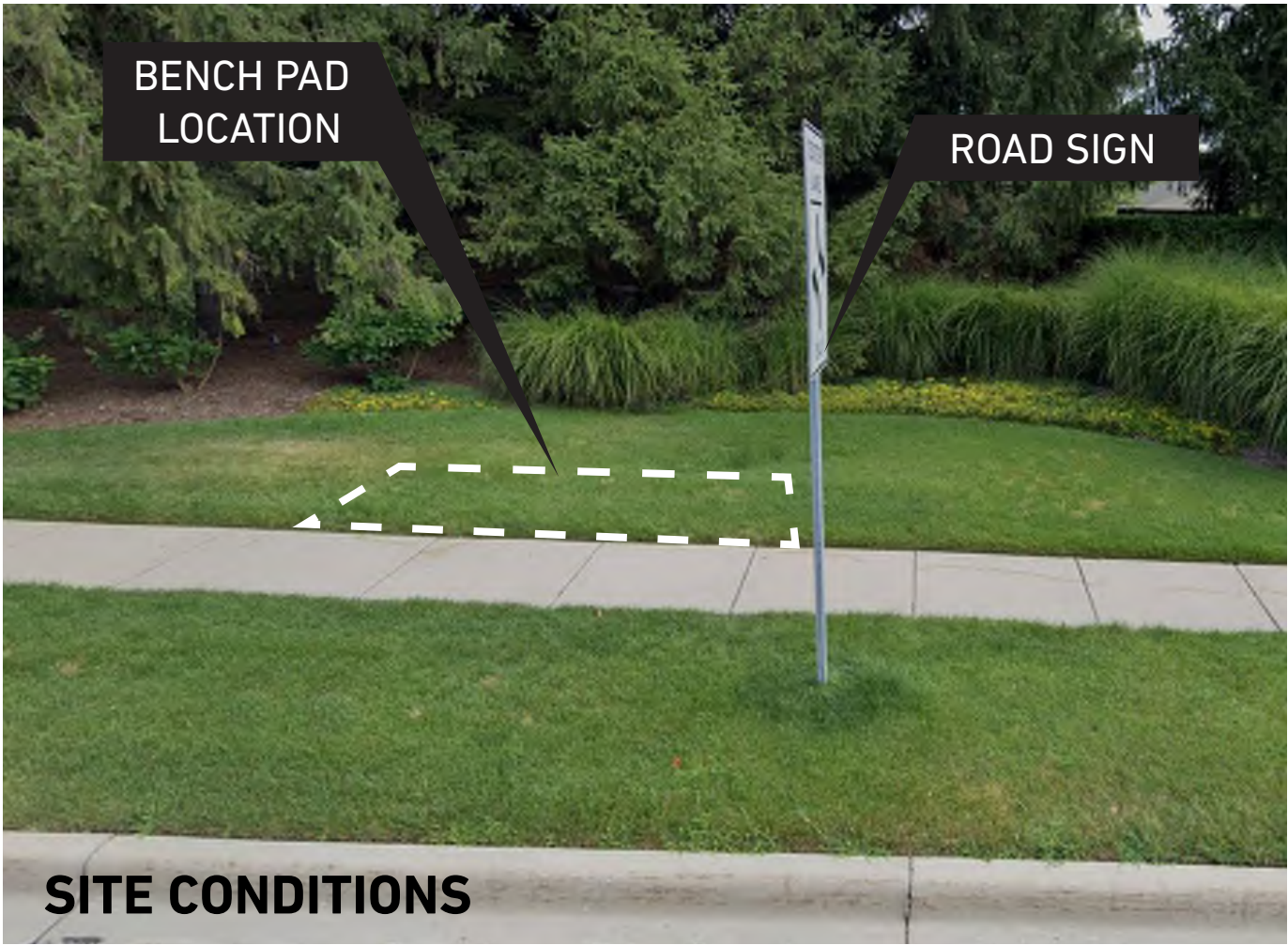
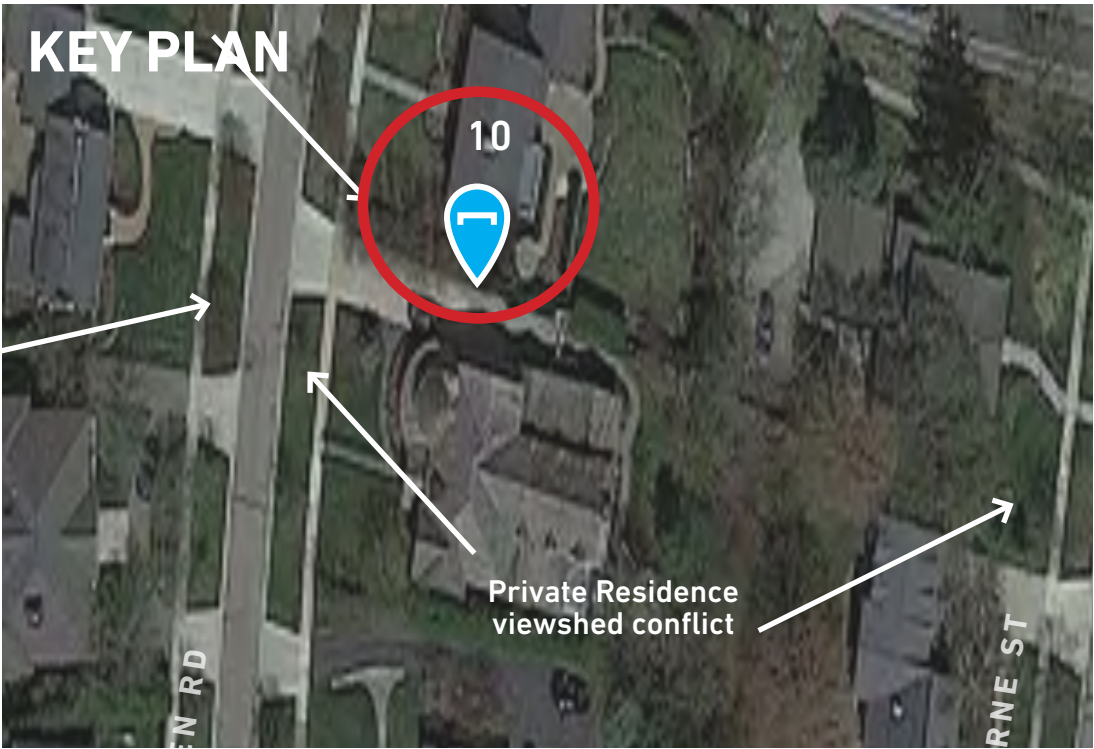


BENCH RELOCATION - LOCATION 10

- Adjacent to road sign indicating center lane
- Private condominiums adjacent, buffered by trees/shrubs
- Open lawn area surrounding



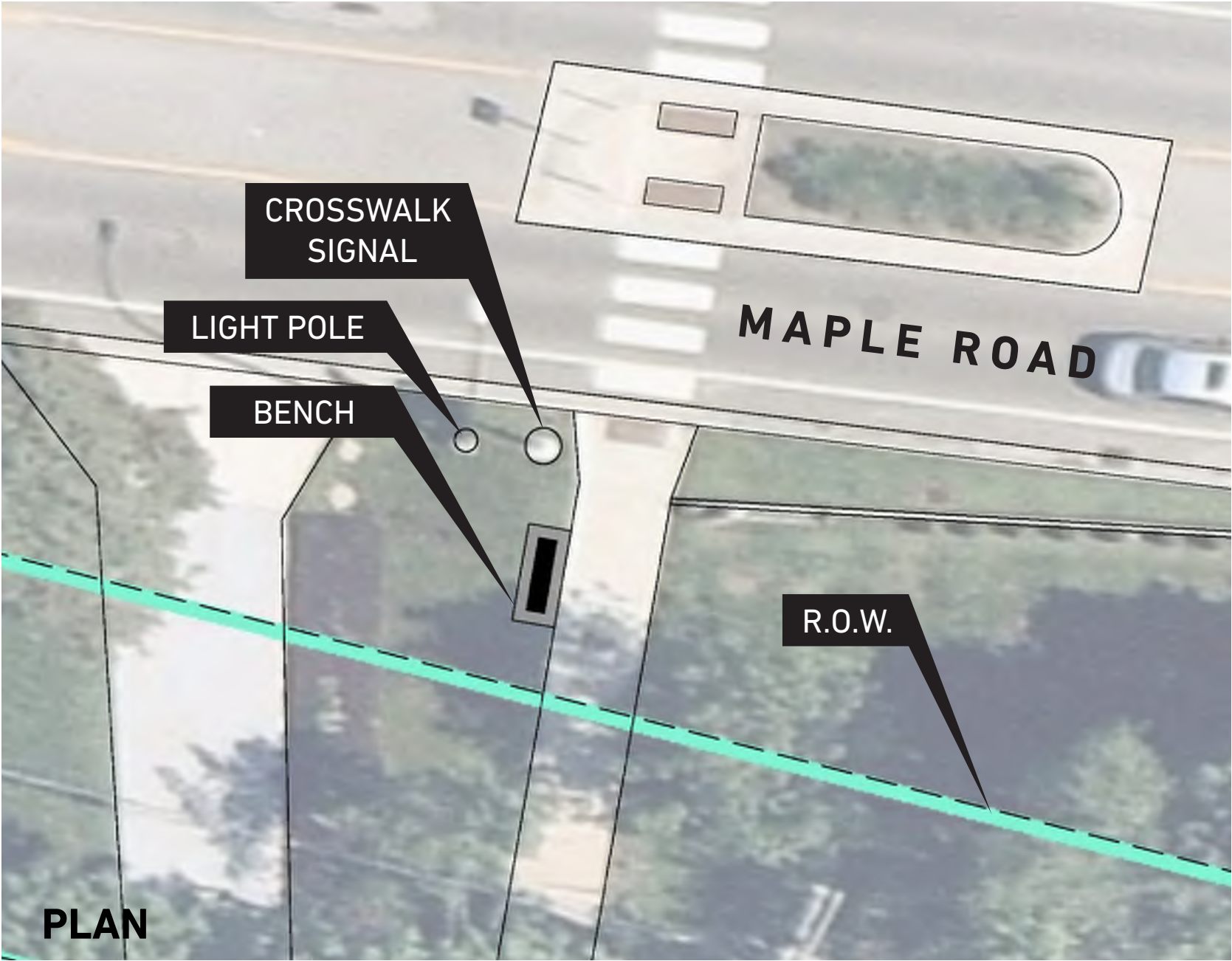
PLAN



SITE CONDITIONS

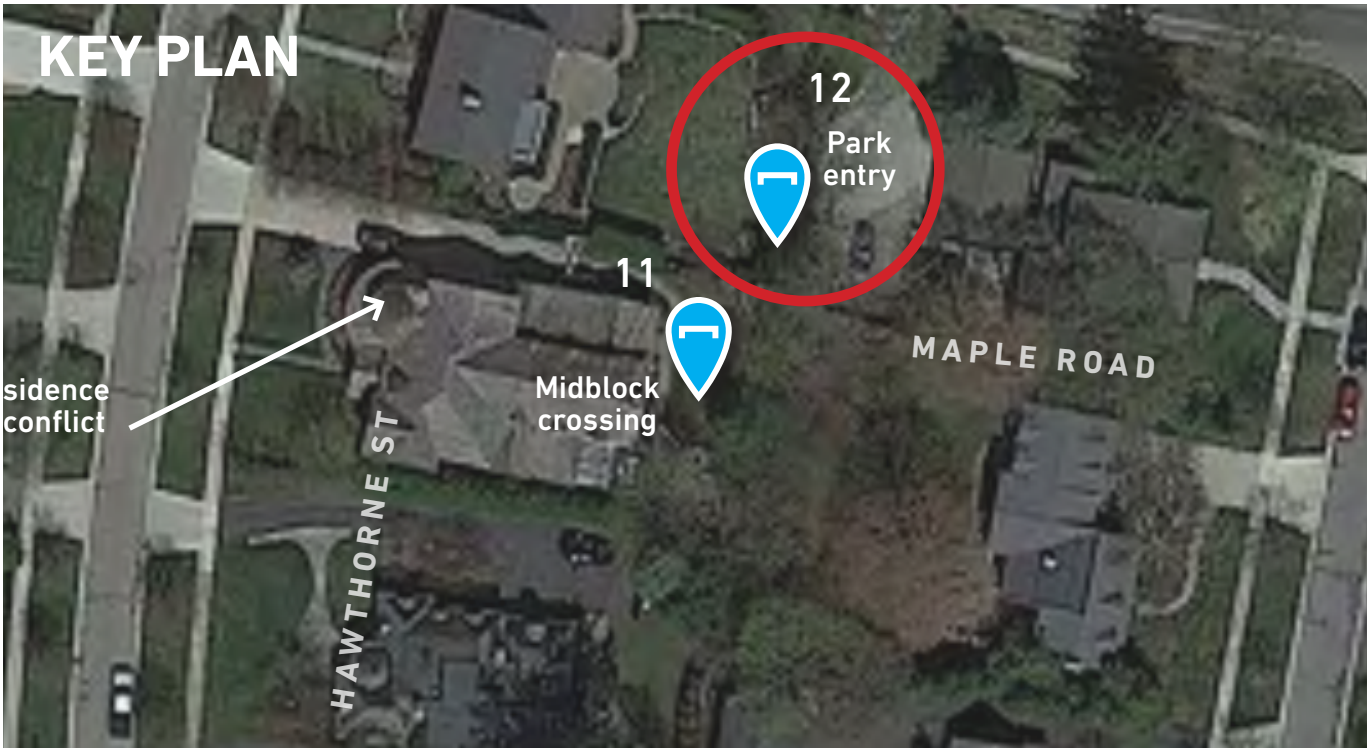
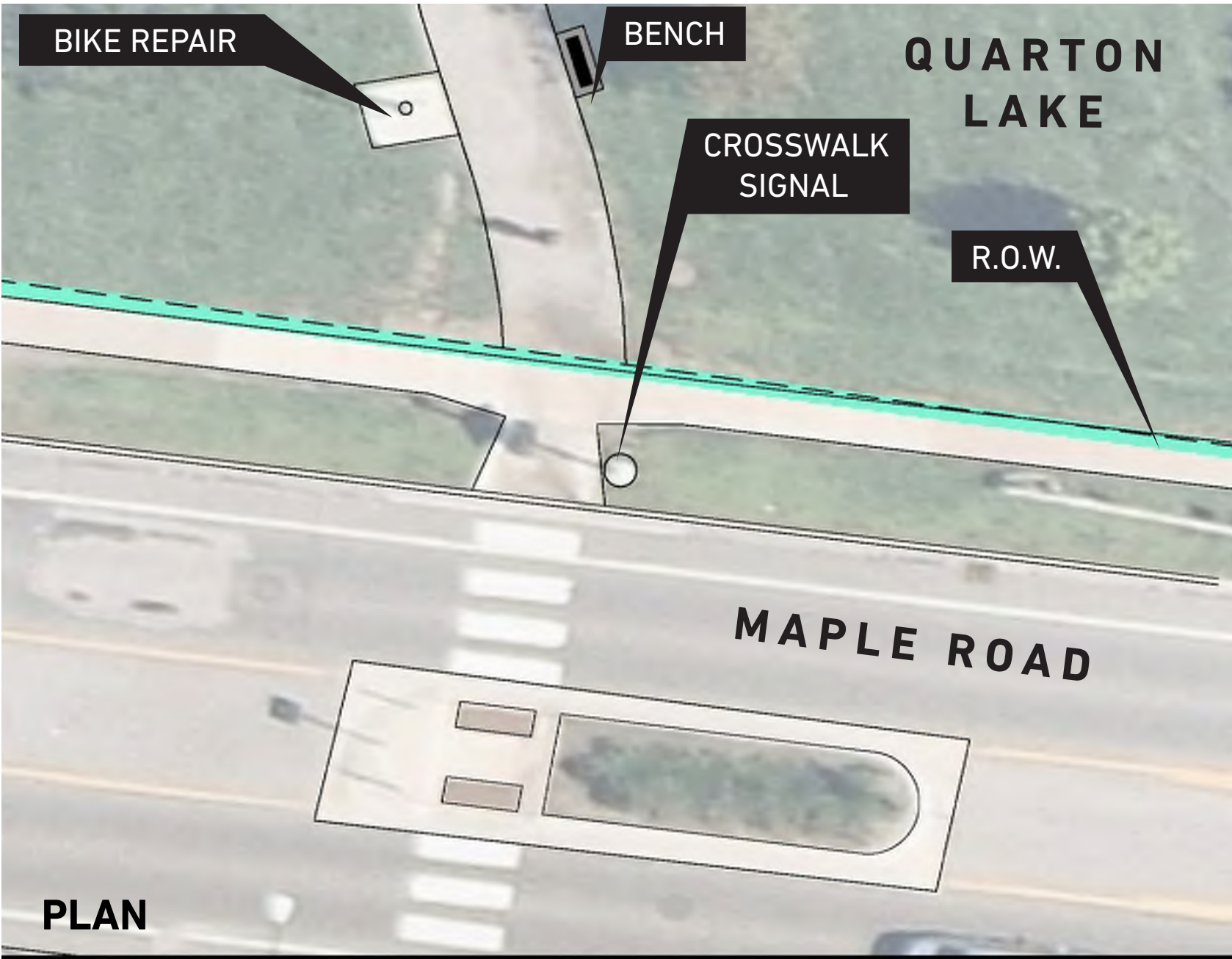
BENCH RELOCATION - LOCATION 11

- Midblock crossing on Maple Road
- Adjacent to crosswalk signal and light pole
- Guard rail on the opposite side of sidewalk
- Location ideal to direct pedestrian traffic south



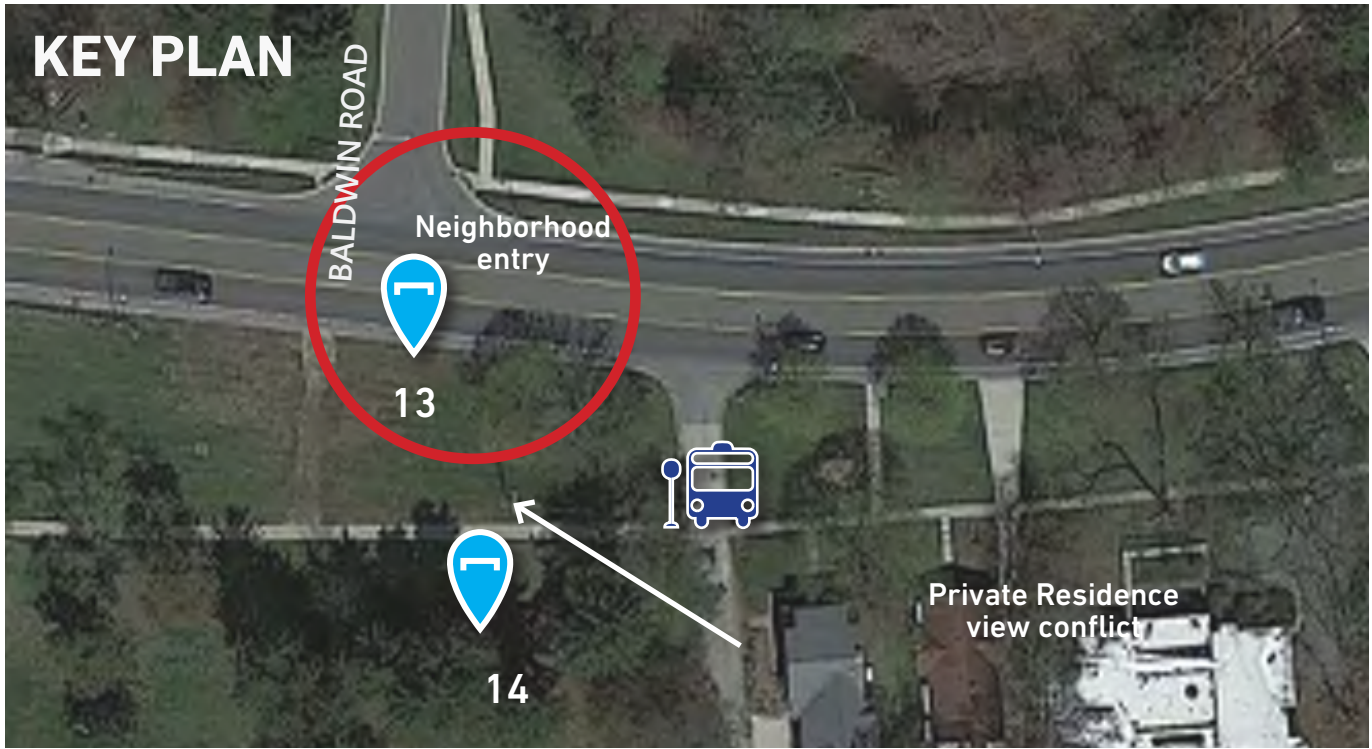
BENCH RELOCATION - LOCATION 12

- Located at midblock crossing
- Adjacent to bike repair station



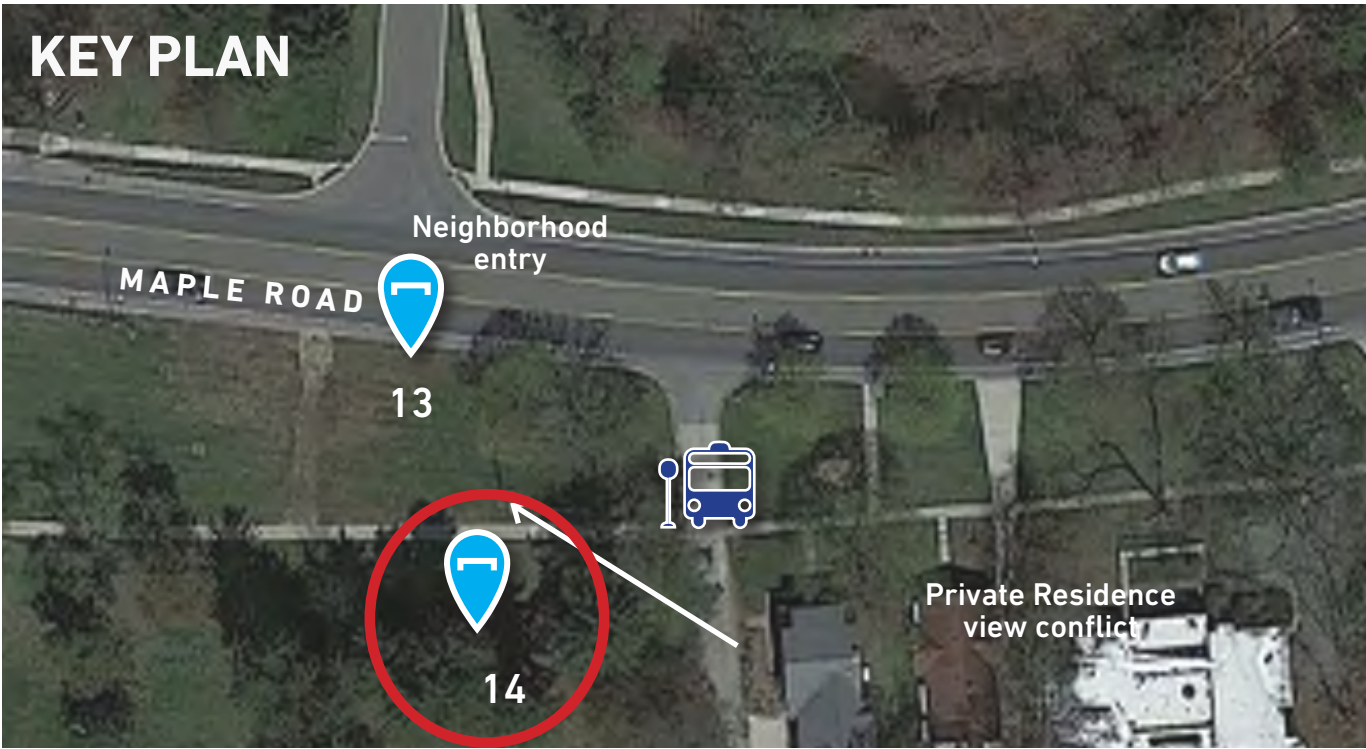
BENCH RELOCATION - LOCATION 13

- Adjacent to bridge, deters foot traffic to drain
- Open lawn area



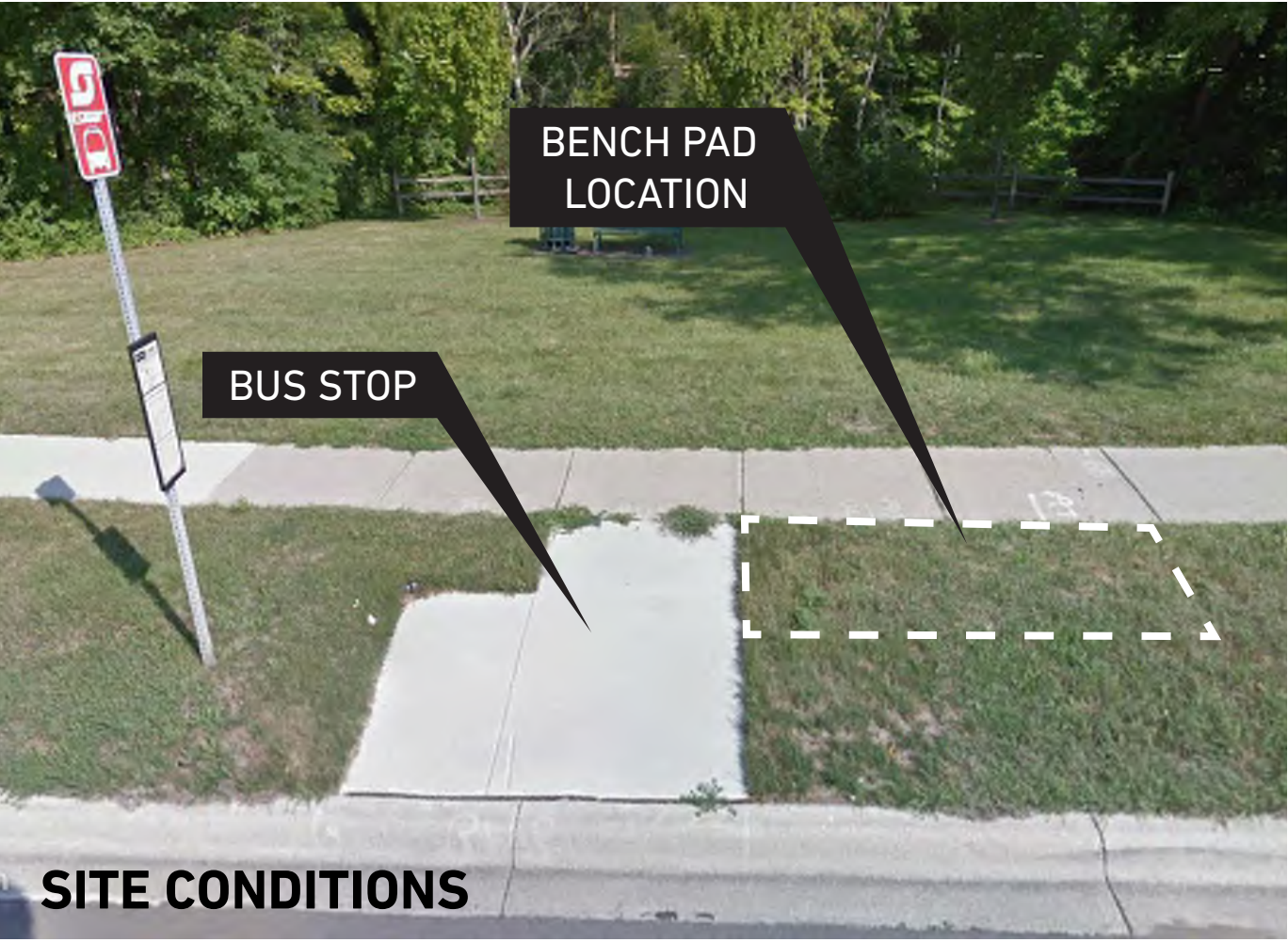
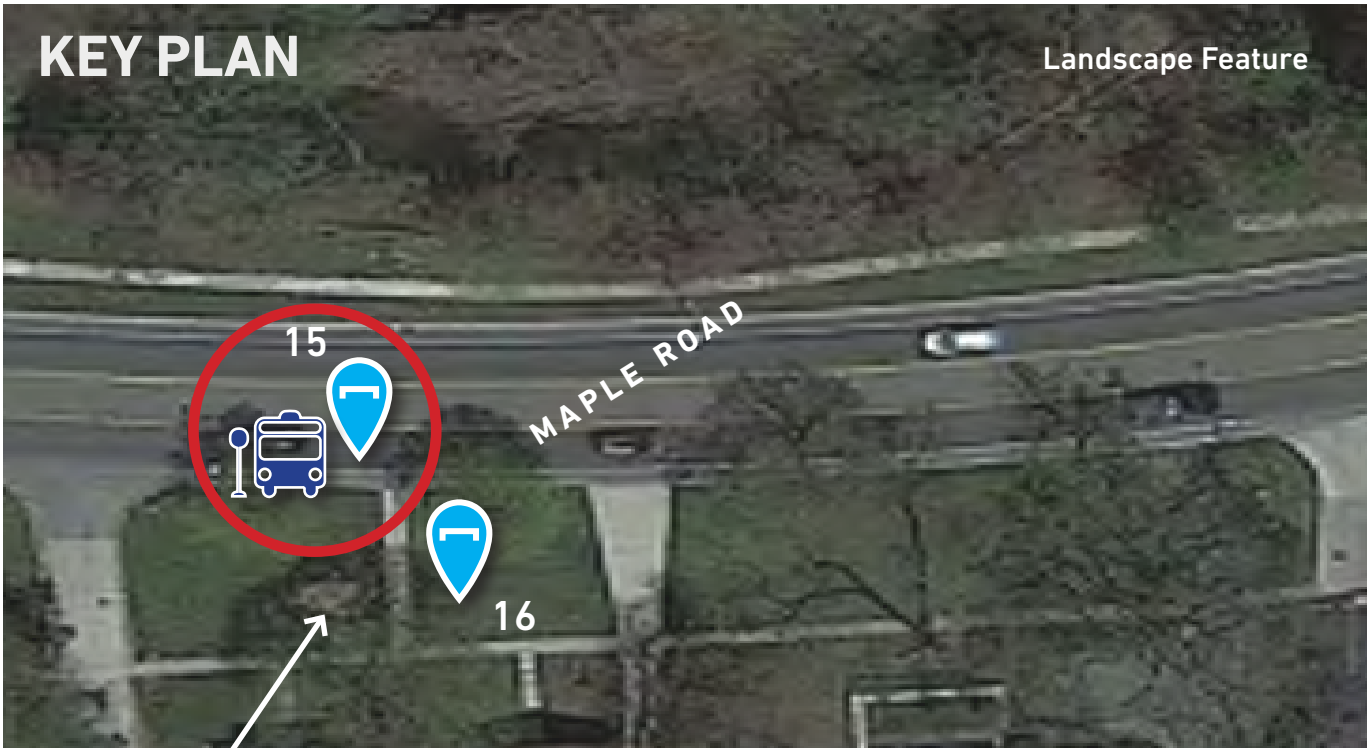
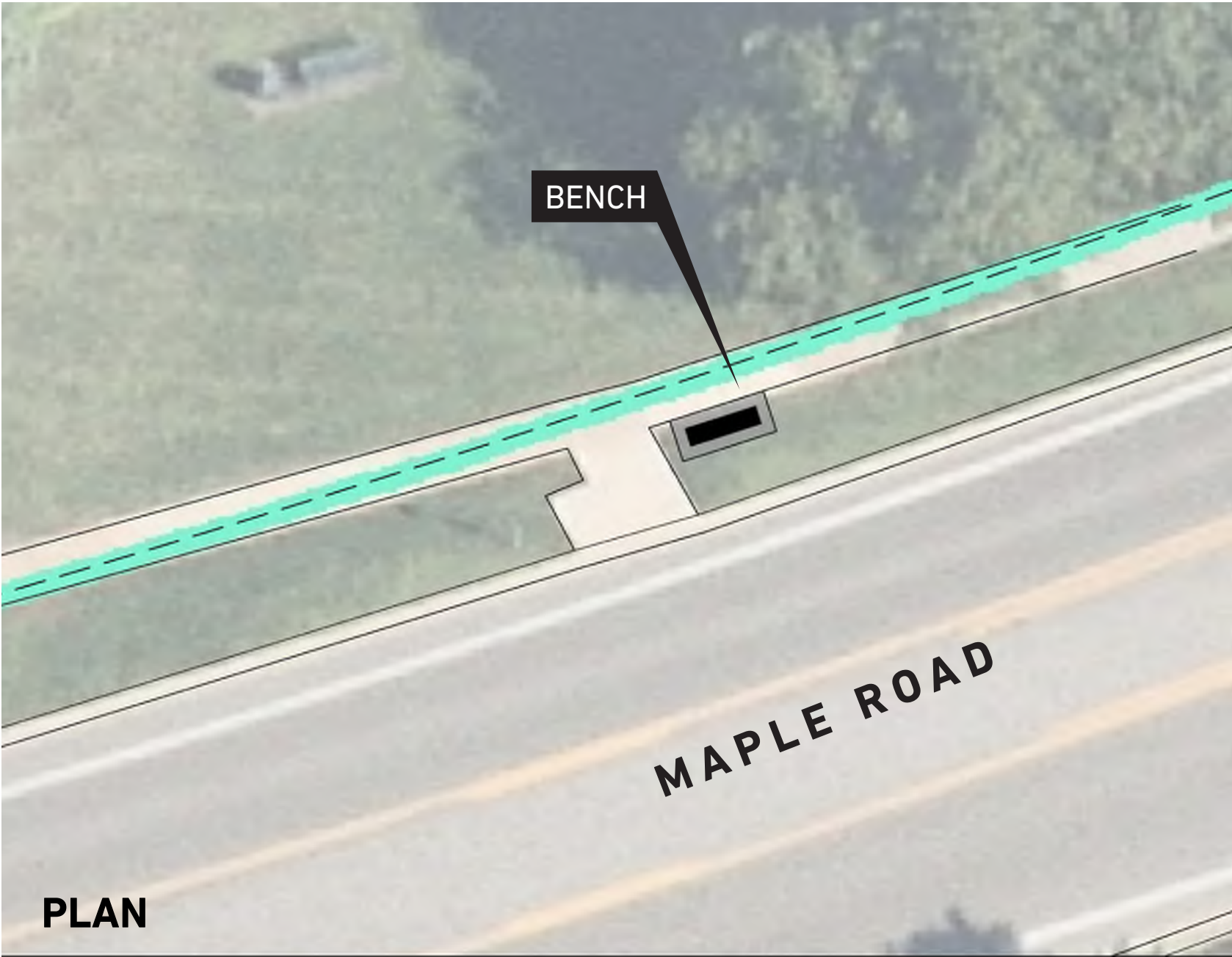
BENCH RELOCATION - LOCATION 14

- Adjacent to Valley View Lane (private road)
- Electrical pole
- Large shade trees



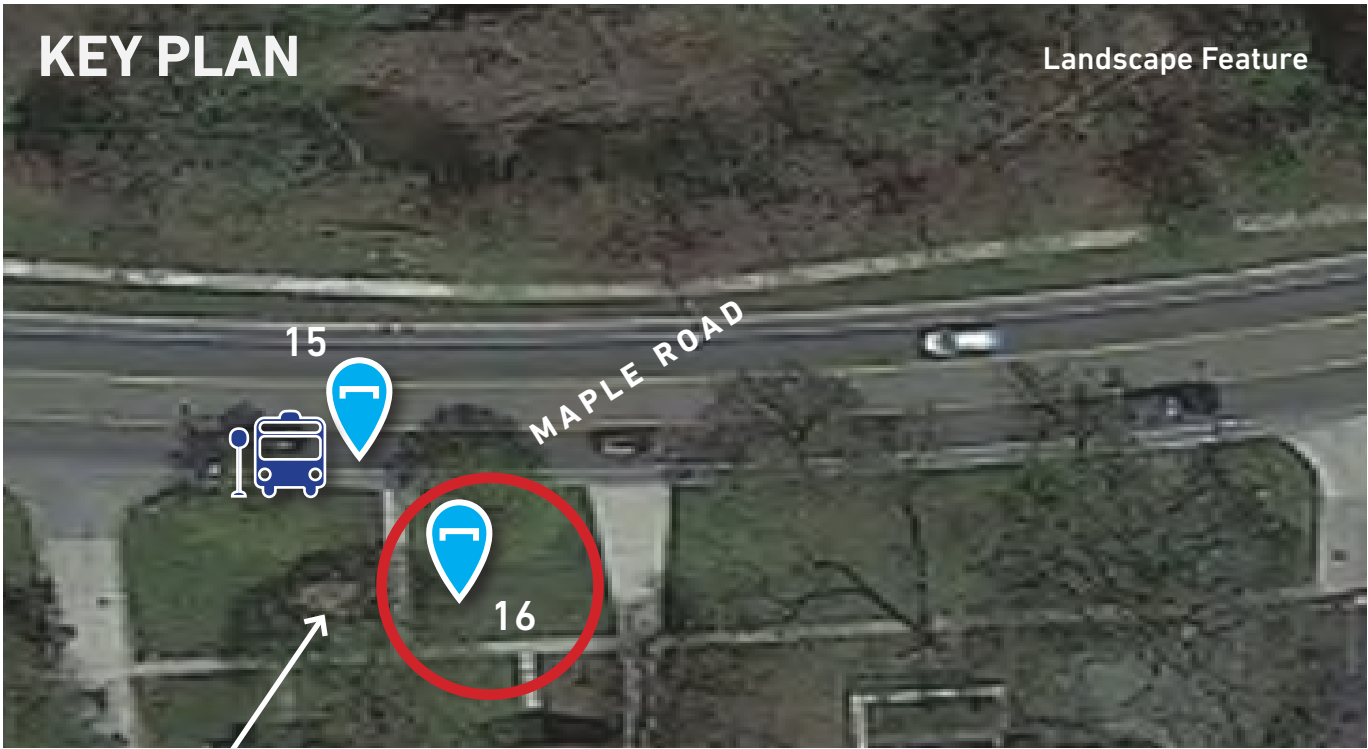
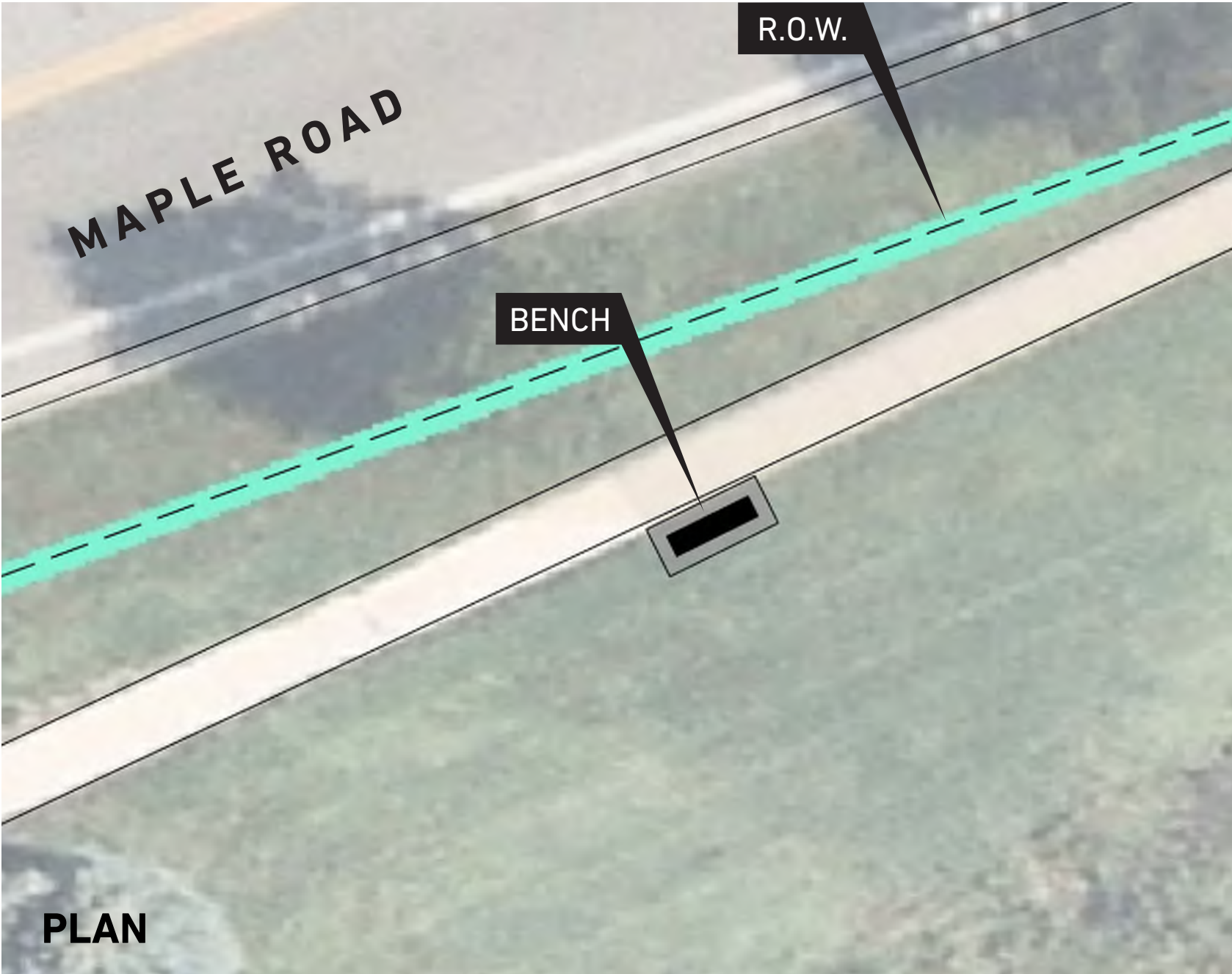
BENCH RELOCATION - LOCATION 15

- Adjacent to stop
- Open lawn area



BENCH RELOCATION - LOCATION 16

- Located within public park





ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51300 SCHROEDER RD., SHILEY TOWNSHIP, MI 48315
 WWW.AEWINC.COM 953.617.35-3234

PLOT DATE: May 5, 2022	DRAWING DATE: May 5, 2022
PLOT SCALE: NTS	DRAWING SCALE: NTS
PLOT CONFIG: 8.5 X 11	PROJECT NO: 0221-0055
DATE: May 5, 2022	DRAWING FILE: CemeterySidewalk.mxd
SUBMITTALS/REVISIONS	DRAWN BY: DWM CHKD BY: RRK



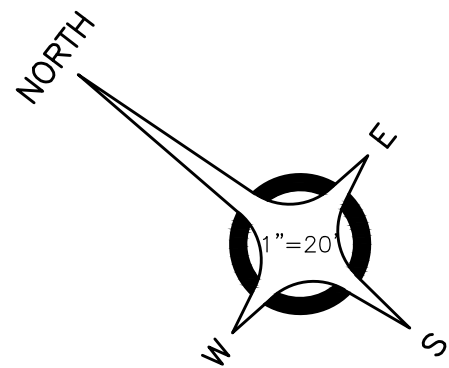
City of Birmingham
5G Greenwood Cemetery Sidewalk

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 COPYRIGHT 2022, THE CITY OF
 BIRMINGHAM, MICHIGAN *
 *ALL RIGHTS RESERVED

REFERENCE
 SHEET NUMBER

CAUTION

THIS MAP IS INTENDED FOR REFERENCE PURPOSES ONLY
 ANDERSON, ECKSTEIN AND WESTRICK, INC. AND THE CITY OF
 BIRMINGHAM DO NOT GUARANTEE THE ACCURACY OF THIS
 INFORMATION AND DISCLAIMS ALL LIABILITY FROM ALL CLAIMS,
 SUITS, DEMANDS AND JUDGEMENTS ARISING FROM THE USE OF
 THIS INFORMATION



10+12.8 ROAD CB 26.3'

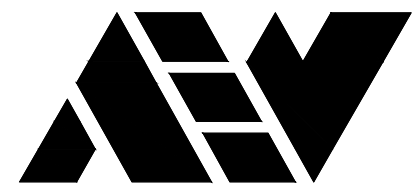
10+41.2 ROAD CB 20.4'

BENCH MARK NO. 1
CHISELED "X" N. RIM STORM
MANHOLE @ S.E. CORNER
ANN ST. & LANDON ST.
ELEVATION: 755.23

12+119 ROAD CB 9.8'

13+44.3 ROAD CB 11.7'

BENCH MARK NO. 2
CHISELED "X" N. RIM STORM
MANHOLE @ N.E. CORNER
LINCOLN ST. & ANN ST.
ELEVATION: 752.80



ANDERSON, ECKSTEIN AND
WESTRICK, INC.

CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road Phone 586 726 1234
Shelby Township Fax 586 726 8780
Michigan 48315

www.aewinc.com

ENGINEERING STRONG COMMUNITIES

ANN STREET
(50' ROW)

ANN STREET
(50' ROW)

ANN STREET SIDEWALK REPLACEMENT

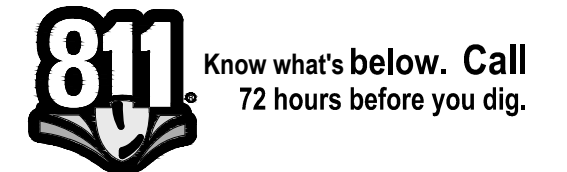
SHEET TITLE:

REMOVAL PLAN

CLIENT:

CITY OF BIRMINGHAM

☒ PRELIMINARY	☐ CONSTRUCTION	☐ RECORD
DRAWN BY: DB	CHECKED BY: RRK	DATE: APRIL 2022
SCALE: 1" = 20' 0 10 20 40		



UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY, AS DISCLOSED BY RECORDS PROVIDED TO THIS FIRM FROM THE VARIOUS UTILITY COMPANIES. NO GUARANTEE IS GIVEN OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.

PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING OVERHEAD AND UNDERGROUND UTILITIES, (IN CONFLICT WITH THE CONSTRUCTION OF THESE PROPOSED IMPROVEMENTS) SHALL BE VERIFIED IN THE FIELD. DURING THE CONSTRUCTION, THE CONTRACTOR SHALL PROTECT AND SUPPORT ALL UTILITIES THAT ARE ENCOUNTERED. (ALL COSTS FOR UTILITY LOCATION VERIFICATION, SUPPORT AND PROTECTION SHALL BE INCLUDED IN THE PROPOSED PAY ITEM CONFLICTING WITH THAT UTILITY).

DURING CONSTRUCTION, THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN OPERATING NEAR ANY AND ALL OVERHEAD AND / OR BURIED UTILITIES.

PROJECT NO.

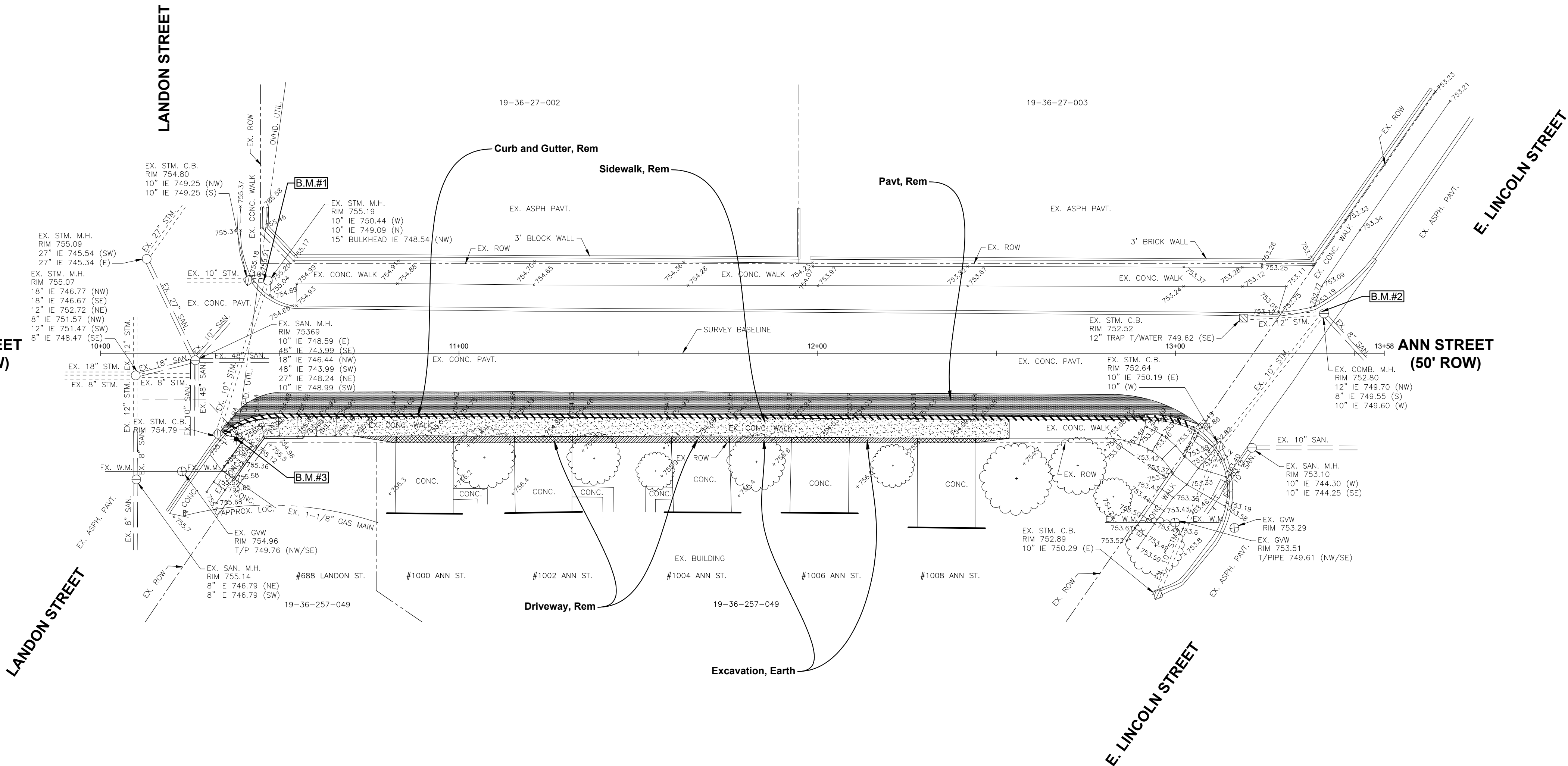
0221-0056

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02_REM-4/28/2022 4:17:51 PM

SHEET NO.

2

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ESTIMATED QUANTITIES (THIS SHEET)

1. Sidewalk, Rem	136	Syd
2. Curb and Gutter, Rem	273	Ft
3. Pavt, Rem	181	Syd
4. Driveway, Rem	15	Syd
5. Excavation, Earth	6	Cyd

10+42.7 ROAD CB 45.3'

10+42.8 ROAD CB 22.5'

10+42.9 ROAD CB 24.0'

BENCH MARK NO. 3
FOUND MAG NAIL IN E. FACE
U.P. W/LIGHT @ S.W. CORNER
LANDON ST. & ANN ST.
ELEVATION: 756.26

11+42.2 15' DECD0005 26.1'

11+42.8 11' DECD0005 26.3'

11+455 8' DECD0005 32.3'

11+483.2 12' DECD0005 26.3'

12+21.2 9' DECD0005 31.4'

12+458 15' DECD0005 26.0'

12+72.9 12' DECD0005 31.3'

12+462.8 8' DECD0005 40.0'

12+10.4 20'-00" WIDE 17.1'

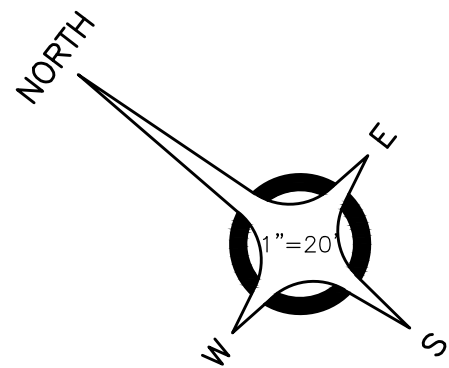
12+10.4 20'-00" WIDE 17.1'

12+10.4 20'-00" WIDE 17.1'

13+10.3 20'-00" WIDE 42.2'

13+16.4 0W 48.8'

13+21.3 SAND 26.4'



10+12.8 1000 CB 26.4'

10+41.2 1000 CB 26.4'

BENCH MARK NO. 1
CHISELED "X" N. RIM STORM
MANHOLE @ S.E. CORNER
ANN ST. & LANDON ST.
ELEVATION: 755.23

12+119 ROAD CB 9.8'

13+44.3 1000 CB 11.7'

BENCH MARK NO. 2
CHISELED "X" N. RIM STORM
MANHOLE @ N.E. CORNER
LINCOLN ST. & ANN ST.
ELEVATION: 752.80



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WESTRICK, INC.

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www.aewinc.com

ENGINEERING STRONG COMMUNITIES

ANN STREET
(50' ROW)

ANN STREET
(50' ROW)

ANN STREET SIDEWALK REPLACEMENT

SHEET TITLE:

CONSTRUCTION PLAN

CLIENT:

CITY OF BIRMINGHAM

☒ PRELIMINARY	☐ CONSTRUCTION	☐ RECORD
DRAWN BY: DB	CHECKED BY: RRK	DATE: APRIL 2022
SCALE: 1" = 20'		
0 10 20 40		



UTILITY INFORMATION, AS SHOWN, INDICATES APPROXIMATE
LOCATIONS AND TYPES OF EXISTING FACILITIES ONLY. AS
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PROJECT NO.

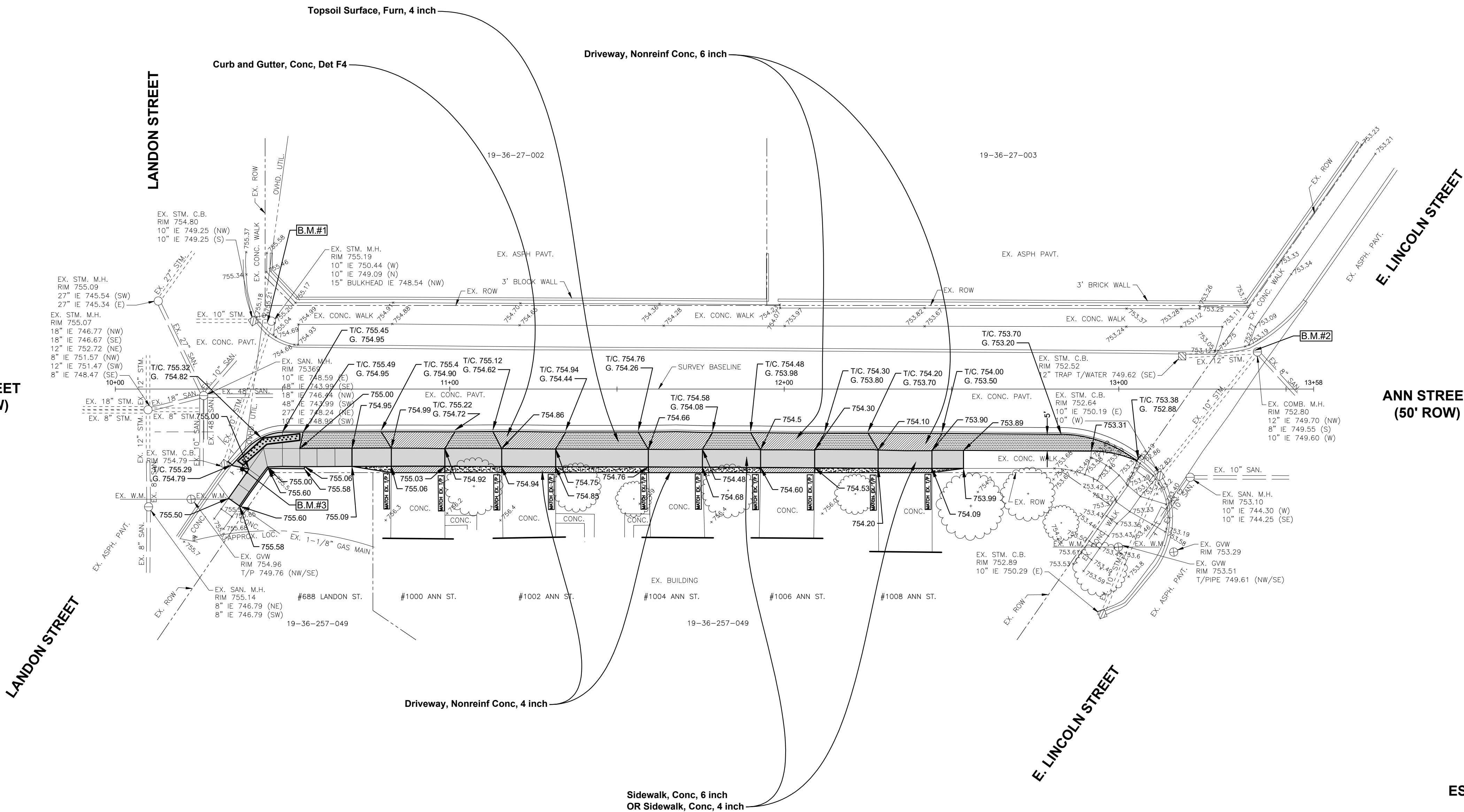
0221-0056

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03_CONST-4282022 4:19:25 PM

SHEET NO.

3

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ESTIMATED QUANTITIES (THIS SHEET)

1. Sidewalk, Conc, 4 inch	770 Sft
2. Sidewalk, Conc, 6 inch	730 Sft
3. Driveway, Nonreinf Conc, 4 inch	16 Syd
4. Driveway, Nonreinf Conc, 6 inch	56 Syd
5. Curb and Gutter, Conc, 4 inch	96 Sft
6. Curb and Gutter, Conc, Det F4	280 Ft
7. Topsoil Surface, Furn, 4 inch	82 Syd

10+12.8 1000 CB 26.4'

10+41.2 1000 CB 26.4'

BENCH MARK NO. 3
FOUND MAG NAIL IN E. FACE
U.P. W/LIGHT @ S.W. CORNER
LANDON ST. & ANN ST.
ELEVATION: 756.26

11+47.2 15' DEODIOUS 26.1'

11+52.8 11' DEODIOUS 26.3'

11+55 8' DEODIOUS 32.3'

11+63.2 12' DEODIOUS 26.3'

12+21.2 9' DEODIOUS 31.4'

12+55.8 15' DEODIOUS 26.0'

12+72.8 12' DEODIOUS 31.3'

12+82.8 8' DEODIOUS 40.0'

12+88.8 10' DEODIOUS 31.8'

12+93.8 10' DEODIOUS 31.8'

12+98.8 10' DEODIOUS 31.8'

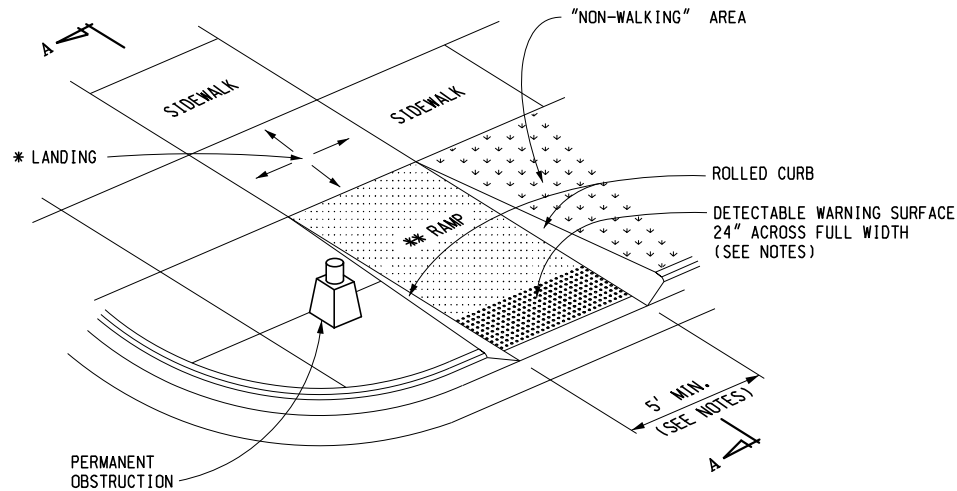
13+03.8 10' DEODIOUS 31.8'

13+08.8 10' DEODIOUS 31.8'

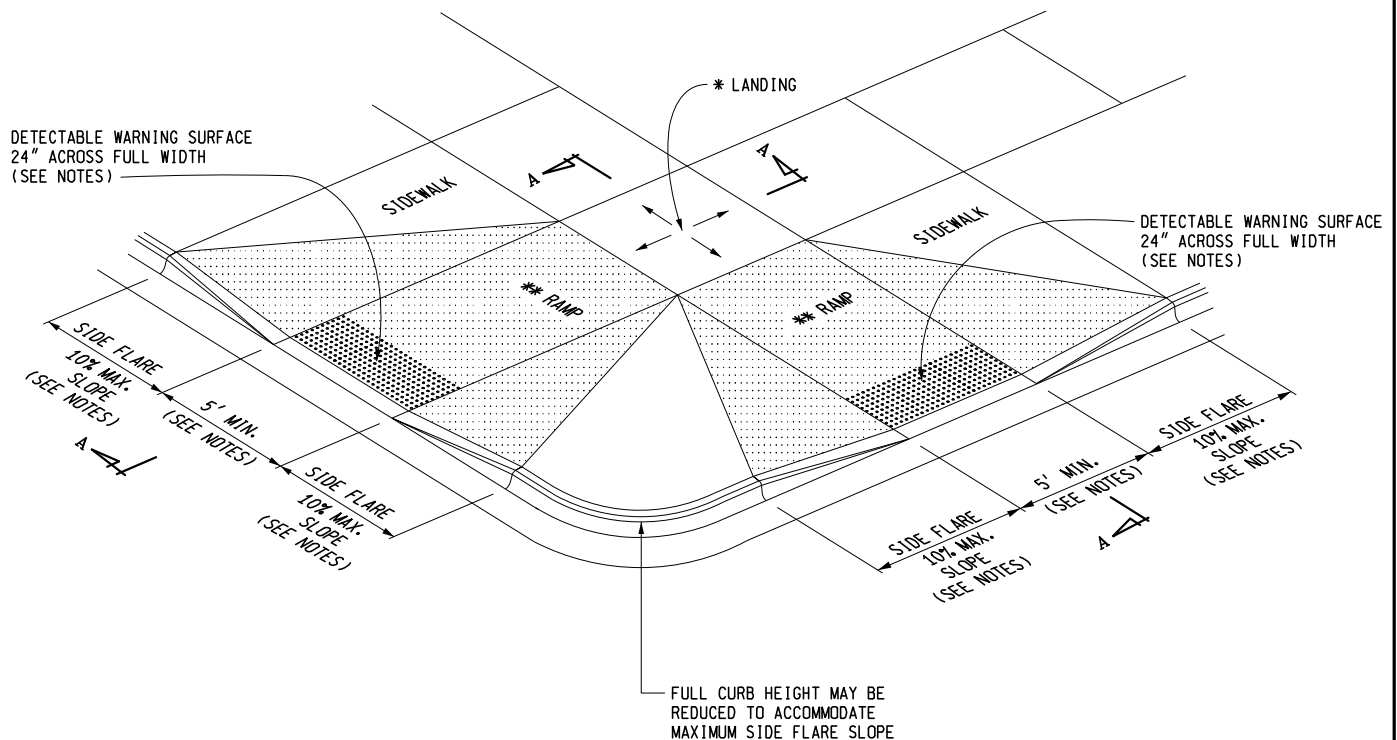
13+13.8 10' DEODIOUS 31.8'

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE R
(ROLLED SIDES)



SIDEWALK RAMP TYPE F
(FLARED SIDES, TWO RAMPS SHOWN)



PREPARED
BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Steudle

APPROVED BY: _____
DIRECTOR, BUREAU OF FIELD SERVICES

APPROVED BY: _____
DIRECTOR, BUREAU OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

12-11-2017
PLAN DATE

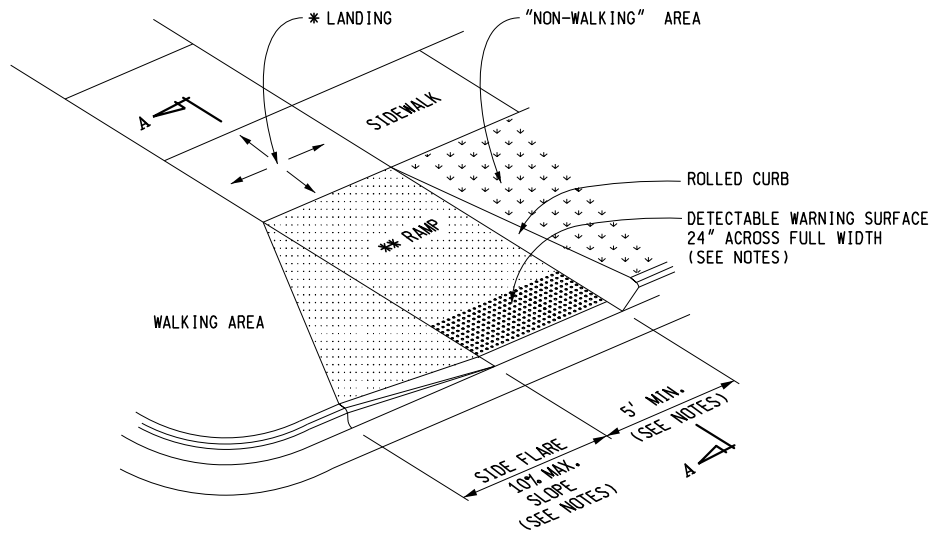
R-28-J

SHEET
1 OF 7

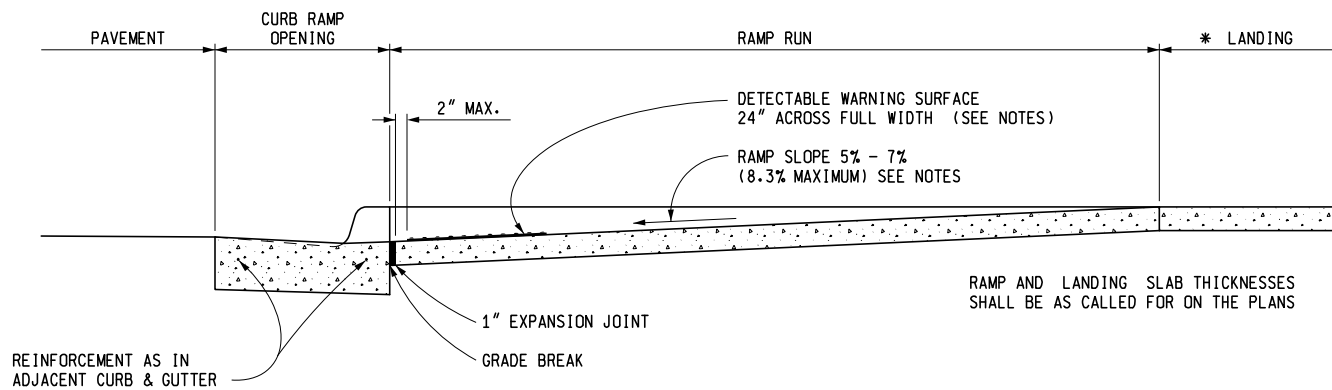
5G

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.

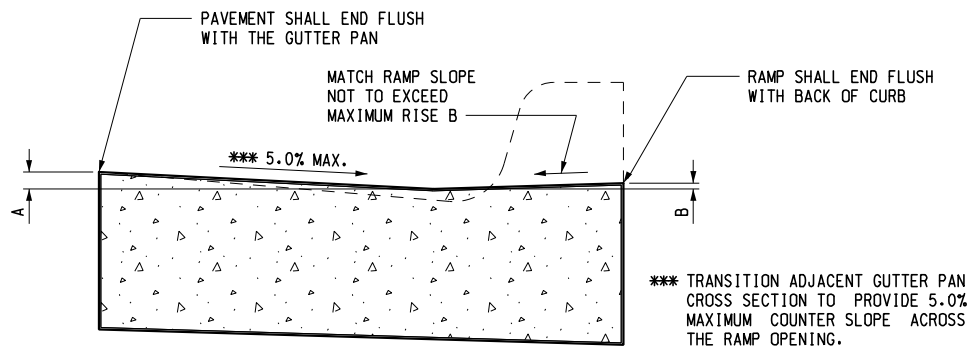


SIDEWALK RAMP TYPE RF
(ROLLED / FLARED SIDES)



REINFORCEMENT AS IN
ADJACENT CURB & GUTTER

SECTION A-A



SECTION THROUGH CURB RAMP OPENING
(TYPICAL ALL RAMP TYPES)

CURB TYPE	MAXIMUM RISE (INCHES)	
	A	B
B1	3/4	1
B2	3/4	1
B3	3/4	1
D1	3/4	1
D2	3/4	1
D3	3/4	1
C1	1/2	1/2
C2	1/2	1/2
C3	3/4	1/2
C4	3/4	1/2
C5	1	1/2
C6	1	1/2
F1	1/2	1/2
F2	1/2	1/2
F3	3/4	1/2
F4	3/4	1/2
F5	1	1/2
F6	1	1/2

FOR CURB TYPES SEE
STANDARD PLAN R-30-SERIES

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR
**SIDEWALK RAMP AND
DETECTABLE WARNING DETAILS**

F.H.W.A. APPROVAL

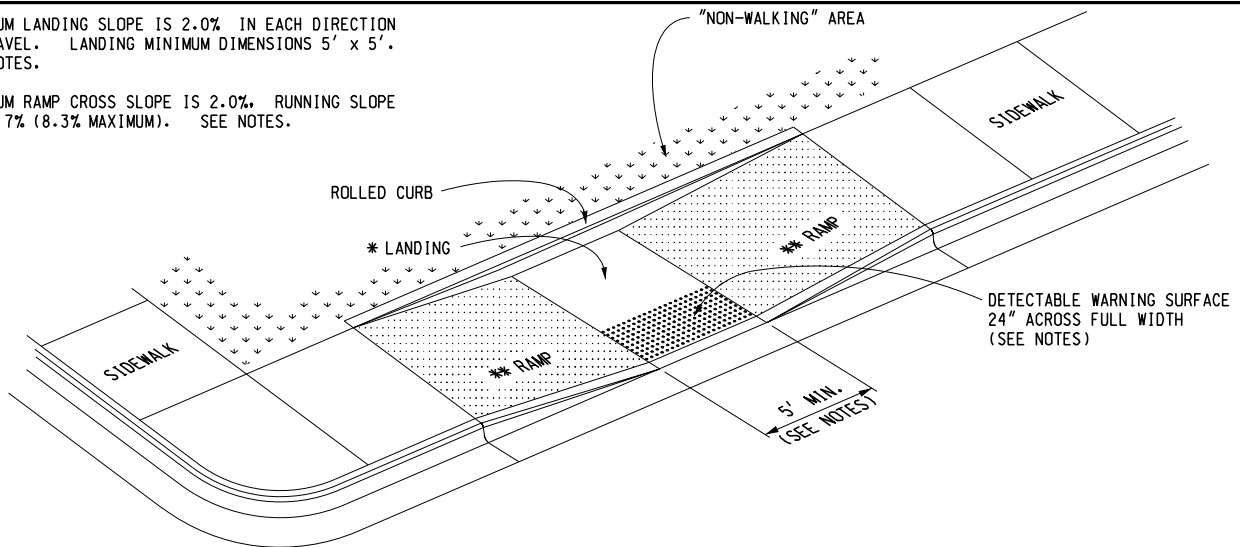
12-11-2017
PLAN DATE

R-28-J

SHEET
2 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

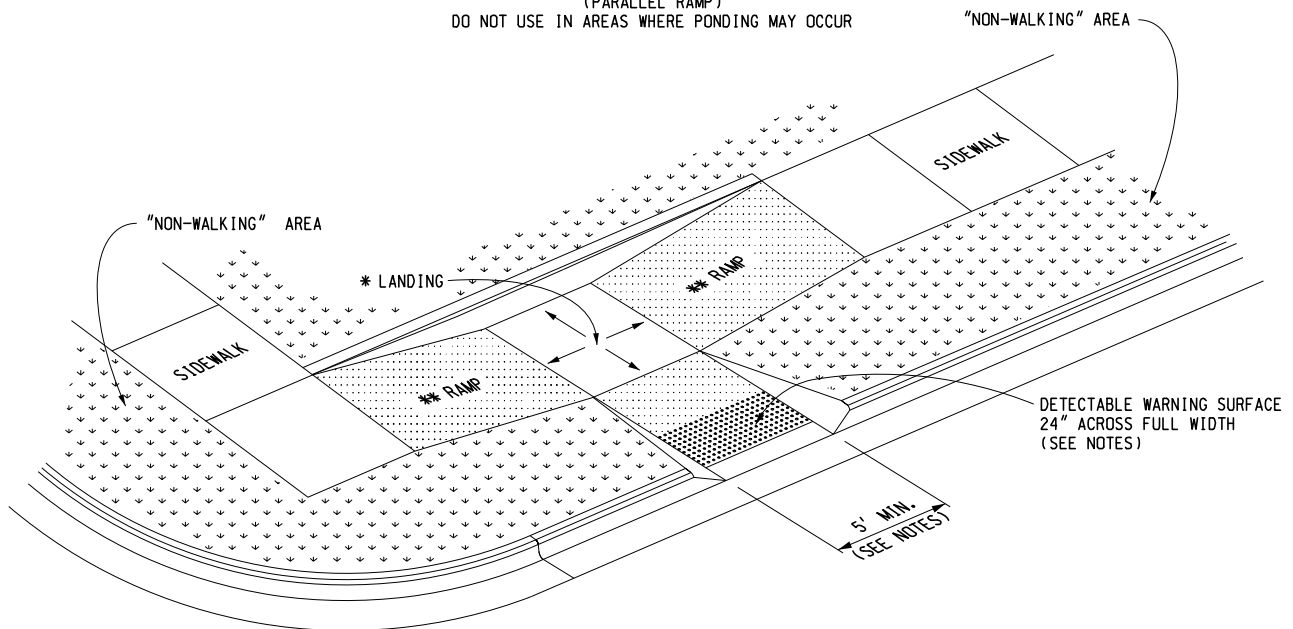
** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



SIDEWALK RAMP TYPE P

(PARALLEL RAMP)

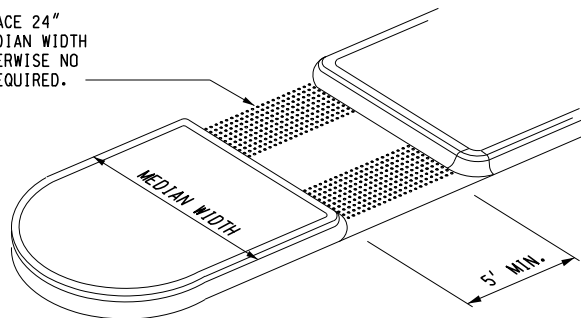
DO NOT USE IN AREAS WHERE PONDING MAY OCCUR



SIDEWALK RAMP TYPE C

(COMBINATION RAMP)

DETECTABLE WARNING SURFACE 24" ACROSS FULL WIDTH IF MEDIAN WIDTH IS AT LEAST 6'-0". OTHERWISE NO DETECTABLE WARNING IS REQUIRED.



SIDEWALK RAMP TYPE M

(MEDIAN ISLAND)

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

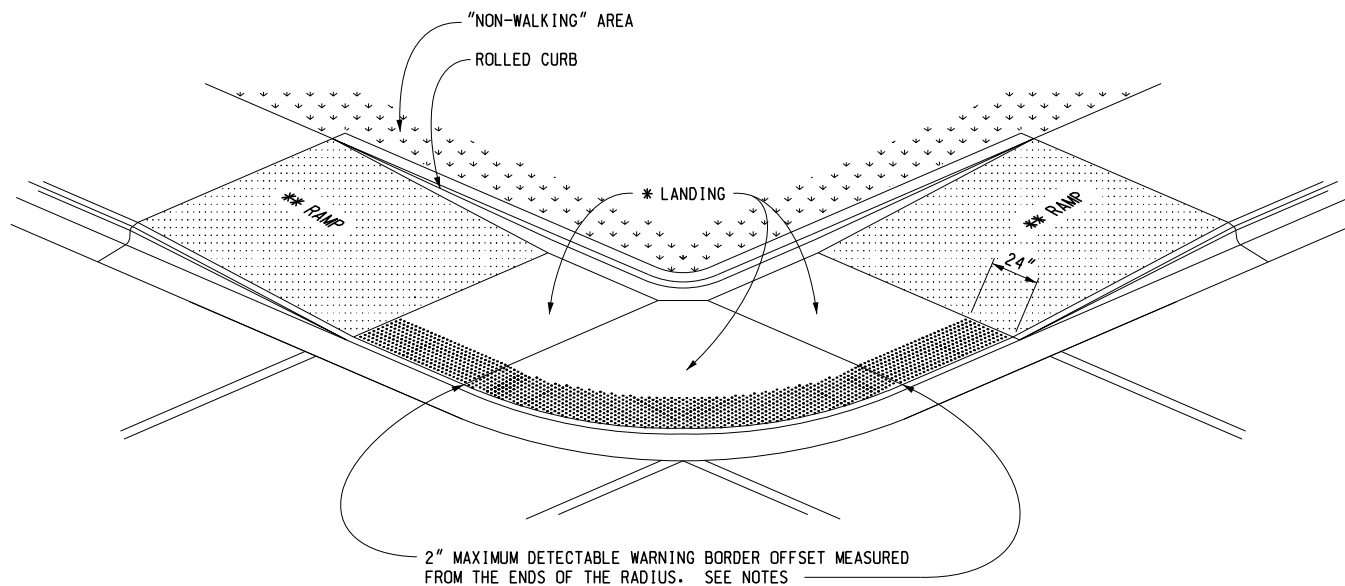
12-11-2017
PLAN DATE

R-28-J

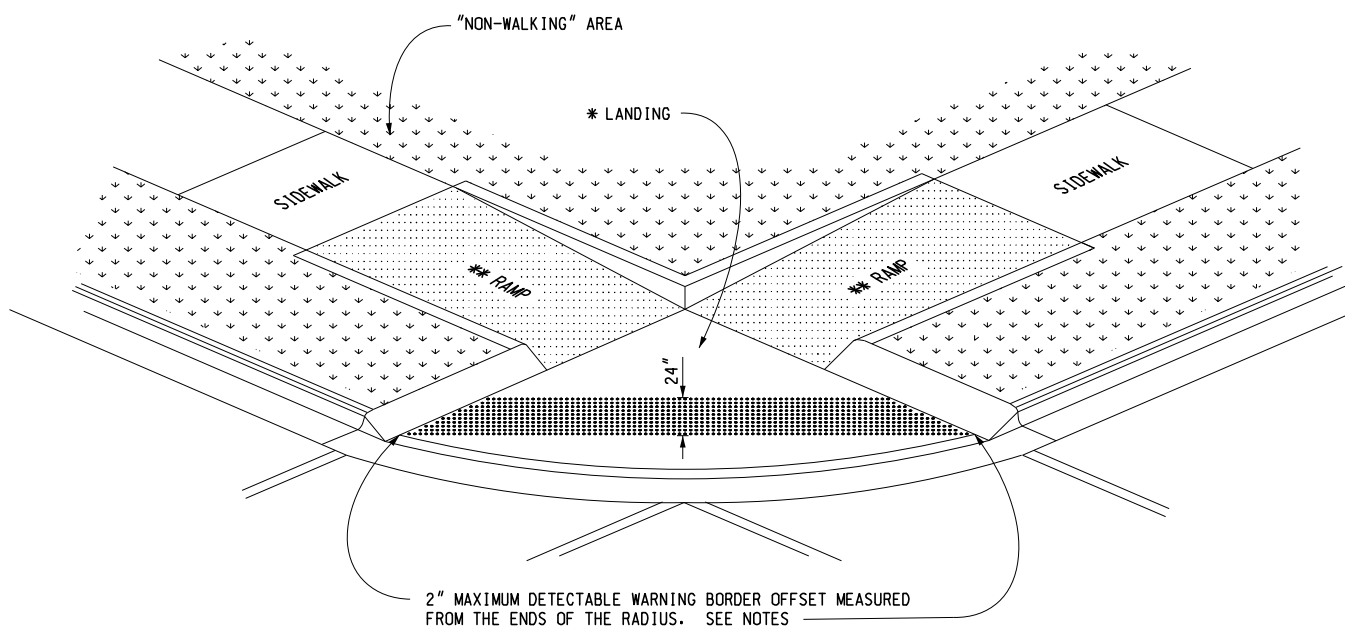
SHEET
3 OF 7

* MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. LANDING MINIMUM DIMENSIONS 5' x 5'. SEE NOTES.

** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5% - 7% (8.3% MAXIMUM). SEE NOTES.



(RADIAL DETECTABLE WARNING SHOWN)



(TANGENT DETECTABLE WARNING SHOWN)

SIDEWALK RAMP TYPE D

(DEPRESSED CORNER)

USE ONLY WHEN INDEPENDENT DIRECTIONAL RAMPS CAN NOT BE CONSTRUCTED FOR EACH CROSSING DIRECTION

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

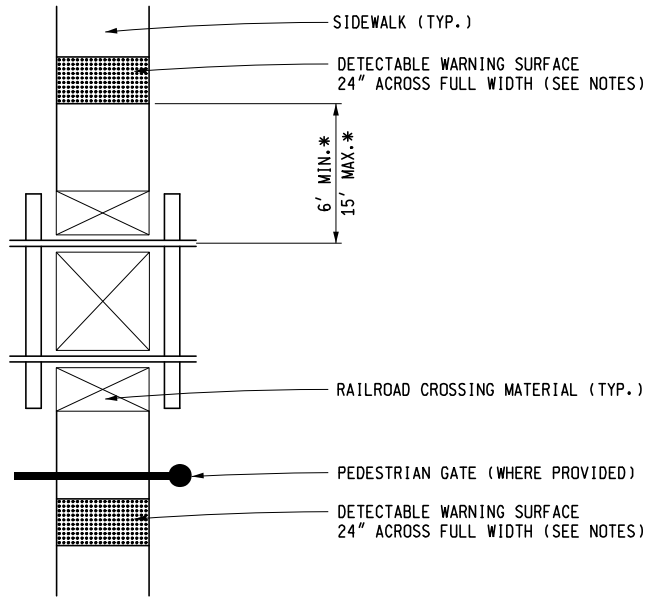
F.H.W.A. APPROVAL

12-11-2017
PLAN DATE

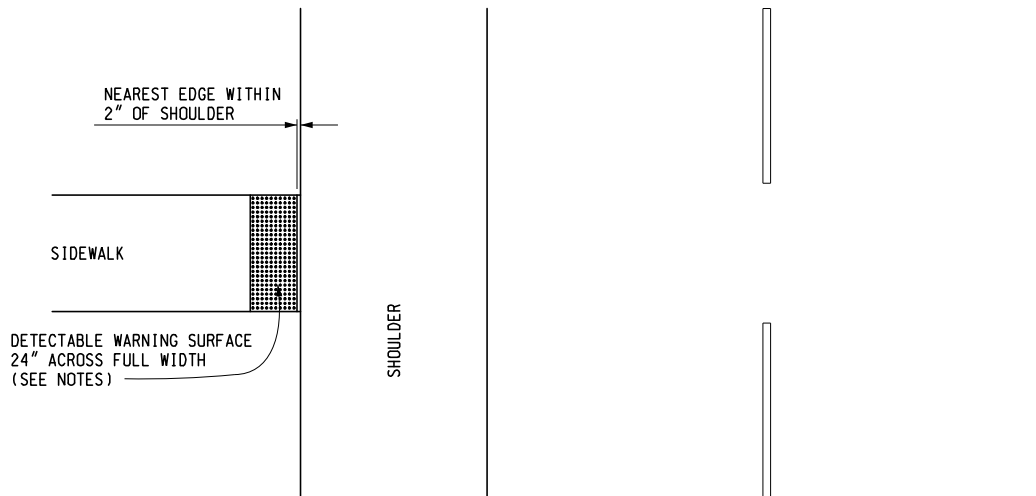
R-28-J

SHEET
4 OF 7

* THE DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE RAIL CROSSING IS 6' MINIMUM AND 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. DO NOT PLACE DETECTABLE WARNING ON RAILROAD CROSSING MATERIAL.



DETECTABLE WARNING AT RAILROAD CROSSING



DETECTABLE WARNING AT FLUSH SHOULDER OR ROADWAY

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

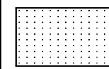
F.H.W.A. APPROVAL

12-11-2017
PLAN DATE

R-28-J

SHEET
5 OF 7

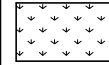
LEGEND



SLOPED SURFACE



DETECTABLE WARNING



"NON-WALKING" AREA



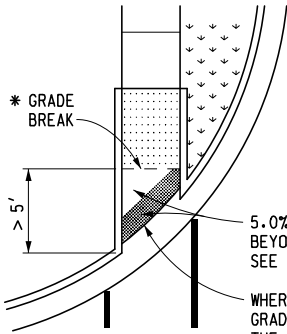
CROSSWALK MARKING



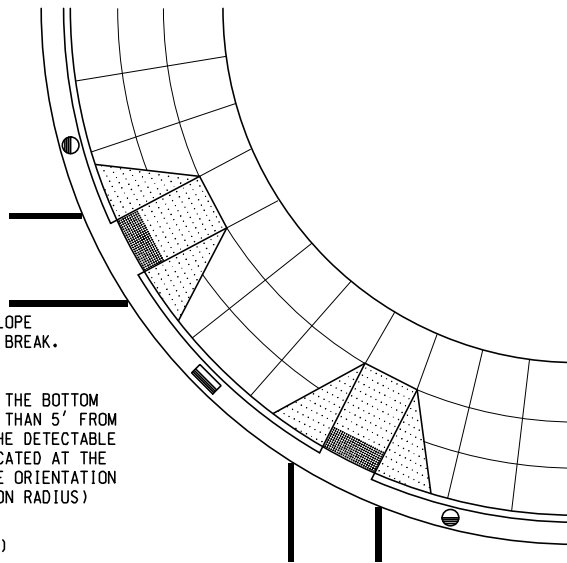
PREFERRED LOCATION OF DRAINAGE INLET (TYP.)



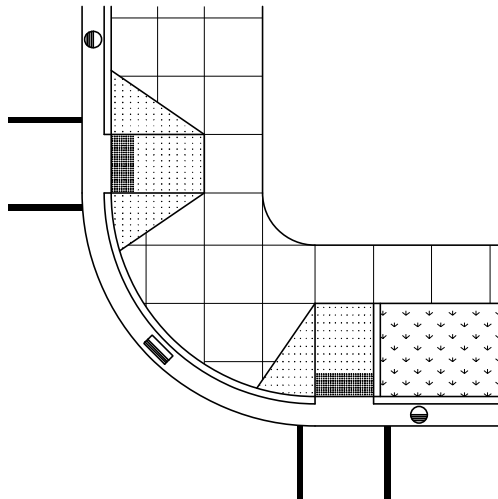
ALTERNATE LOCATION OF DRAINAGE INLET (TYP.)



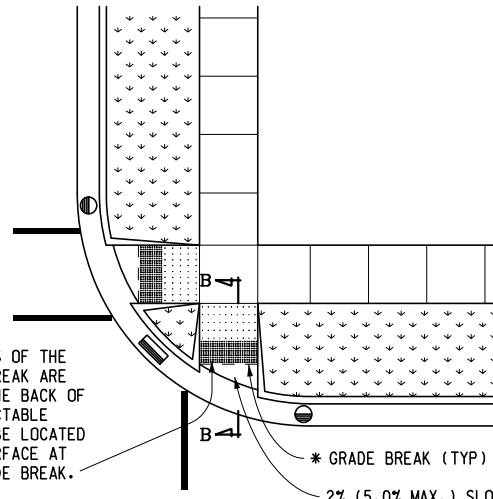
SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET GREATER THAN 5')



SIDEWALK RAMP PERPENDICULAR TO RADIAL CURB (TYPE F SHOWN)
(USE WITH RADIAL CURB WHEN THE CROSSWALK AND SIDEWALK RAMP ARE NOT ALIGNED)



SIDEWALK RAMP PERPENDICULAR TO TANGENT CURB
(TYPE F AND TYPE RF SHOWN)

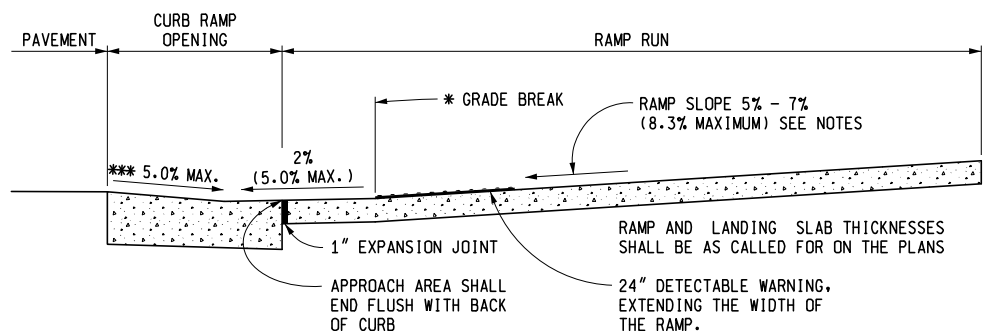


SIDEWALK RAMP LOCATED IN RADIUS (TYPE R SHOWN)
(GRADE BREAK OFFSET LESS THAN 5')

* GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL.

*** TRANSITION ADJACENT GUTTER PAN CROSS SECTION TO PROVIDE 5.0% MAXIMUM COUNTER SLOPE ACROSS THE RAMP OPENING.

SEE SHEET 2 FOR CURB RAMP OPENING DETAILS.



SECTION B-B

SIDEWALK RAMP ORIENTATION

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

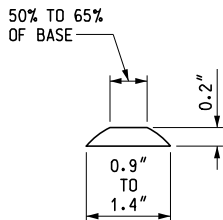
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

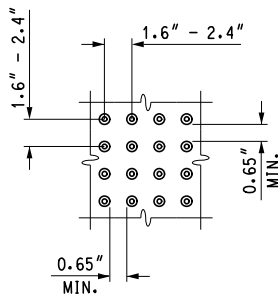
12-11-2017
PLAN DATE

R-28-J

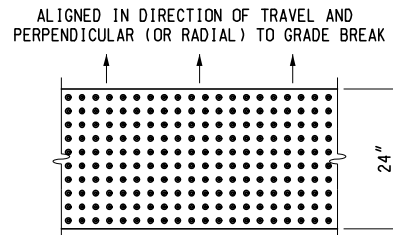
SHEET
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DOME SECTION



DOME SPACING



DOME ALIGNMENT

DETECTABLE WARNING DETAILS

NOTES:

DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION, RECONSTRUCTION, OR ALTERATION OF STREETS, CURBS, OR SIDEWALKS IN THE PUBLIC RIGHT OF WAY.

SIDEWALK RAMPS ARE TO BE LOCATED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

RAMPS SHALL BE PROVIDED AT ALL CORNERS OF AN INTERSECTION WHERE THERE IS EXISTING OR PROPOSED SIDEWALK AND CURB. RAMPS SHALL ALSO BE PROVIDED AT MARKED AND/OR SIGNALIZED MID-BLOCK CROSSINGS.

SURFACE TEXTURE OF THE RAMP SHALL BE THAT OBTAINED BY A COARSE BROOMING, TRANSVERSE TO THE RUNNING SLOPE.

SIDEWALK SHALL BE RAMPED WHERE THE DRIVEWAY CURB IS EXTENDED ACROSS THE WALK.

CARE SHALL BE TAKEN TO ASSURE A UNIFORM GRADE ON THE RAMP. WHERE CONDITIONS PERMIT, IT IS DESIRABLE THAT THE SLOPE OF THE RAMP BE IN ONLY ONE DIRECTION, PARALLEL TO THE DIRECTION OF TRAVEL.

RAMP WIDTH SHALL BE INCREASED, IF NECESSARY, TO ACCOMMODATE SIDEWALK SNOW REMOVAL EQUIPMENT NORMALLY USED BY THE MUNICIPALITY.

WHEN 5' MINIMUM WIDTHS ARE NOT PRACTICABLE, RAMP WIDTH MAY BE REDUCED TO NOT LESS THAN 4' AND LANDINGS TO NOT LESS THAN 4' x 4'.

CURB RAMPS WITH A RUNNING SLOPE $\leq 5\%$ DO NOT REQUIRE A TOP LANDING. HOWEVER, ANY CONTINUOUS SIDEWALK OR PEDESTRIAN ROUTE CROSSING THROUGH OR INTERSECTING THE CURB RAMP MUST INDEPENDENTLY MAINTAIN A CROSS SLOPE NOT GREATER THAN 2% PERPENDICULAR TO ITS OWN DIRECTION(S) OF TRAVEL.

DETECTABLE WARNING SURFACE COVERAGE IS 24" MINIMUM IN THE DIRECTION OF RAMP/PATH TRAVEL AND THE FULL WIDTH OF THE RAMP/PATH OPENING EXCLUDING CURBED OR FLARED CURB TRANSITION AREAS. A BORDER OFFSET NOT GREATER THAN 2" MEASURED ALONG THE EDGES OF THE DETECTABLE WARNING IS ALLOWABLE. FOR RADIAL CURB THE OFFSET IS MEASURED FROM THE ENDS OF THE RADIUS.

FOR NEW ROADWAY CONSTRUCTION, THE RAMP CROSS SLOPE MAY NOT EXCEED 2.0%. FOR ALTERATIONS TO EXISTING ROADWAYS, THE CROSS SLOPE MAY BE TRANSITIONED TO MEET AN EXISTING ROADWAY GRADE. THE CROSS SLOPE TRANSITION SHALL BE APPLIED UNIFORMLY OVER THE FULL LENGTH OF THE RAMP.

THE MAXIMUM RUNNING SLOPE OF 8.3% IS RELATIVE TO A FLAT (0%) REFERENCE. HOWEVER, IT SHALL NOT REQUIRE ANY RAMP OR SERIES OF RAMPS TO EXCEED 15 FEET IN LENGTH NOT INCLUDING LANDINGS OR TRANSITIONS.

DRAINAGE STRUCTURES SHOULD NOT BE PLACED IN LINE WITH RAMPS. THE LOCATION OF THE RAMP SHOULD TAKE PRECEDENCE OVER THE LOCATION OF THE DRAINAGE STRUCTURE. WHERE EXISTING DRAINAGE STRUCTURES ARE LOCATED IN THE RAMP PATH OF TRAVEL, USE A MANUFACTURER'S ADA COMPLIANT GRATE. OPENINGS SHALL NOT BE GREATER THAN $\frac{1}{2}$ ". ELONGATED OPENINGS SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.

THE TOP OF THE JOINT FILLER FOR ALL RAMP TYPES SHALL BE FLUSH WITH THE ADJACENT CONCRETE.

CROSSWALK AND STOP LINE MARKINGS, IF USED, SHALL BE SO LOCATED AS TO STOP TRAFFIC SHORT OF RAMP CROSSINGS. SPECIFIC DETAILS FOR MARKING APPLICATIONS ARE GIVEN IN THE "MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED ALONG THE ROADSIDE CURB LINE, SHALL BE PROVIDED WHERE AN UNOBSTRUCTED CIRCULATION PATH LATERALLY CROSSES THE SIDEWALK RAMP. FLARED SIDES ARE NOT REQUIRED WHERE THE RAMP IS BORDERED BY LANDSCAPING, UNPAVED SURFACE OR PERMANENT FIXED OBJECTS. WHERE THEY ARE NOT REQUIRED, FLARED SIDES CAN BE CONSIDERED IN ORDER TO AVOID SHARP CURB RETURNS AT RAMP OPENINGS.

DETECTABLE WARNING PLATES MUST BE INSTALLED USING FABRICATED OR FIELD CUT UNITS CAST AND/OR ANCHORED IN THE PAVEMENT TO RESIST SHIFTING OR HEAVING.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF DEVELOPMENT STANDARD PLAN FOR

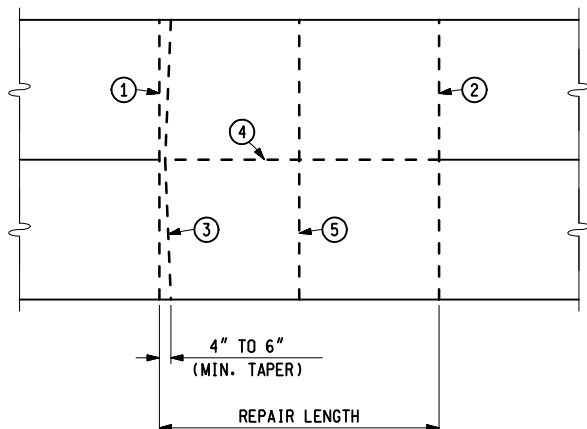
SIDEWALK RAMP AND DETECTABLE WARNING DETAILS

F.H.W.A. APPROVAL

12-11-2017
PLAN DATE

R-28-J

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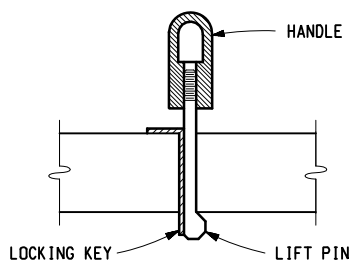


PLAN OF SAWING DIAGRAM

THIS METHOD OF REMOVING DISTRESSED CONCRETE SHALL BE USED IN CONJUNCTION WITH FULL DEPTH CAST-IN-PLACE REPAIRS LESS THAN 50'-0" LONG AND IS OPTIONAL FOR REPAIRS OVER 50'-0" IN LENGTH.

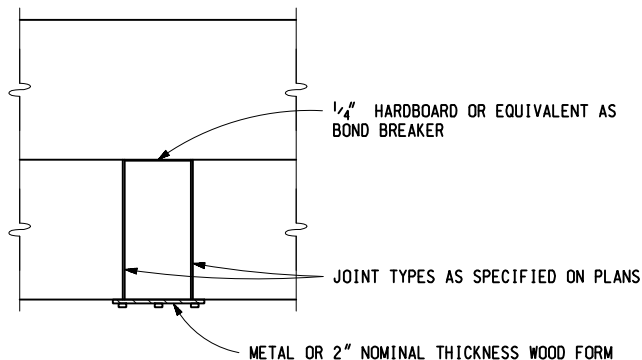
- ① & ② THESE SAW CUTS SHALL BE FULL DEPTH AND PERPENDICULAR TO THE EDGE OF THE ROADWAY, WITHIN A TOLERANCE OF 1". NO OVERCUTTING INTO ADJACENT LANES SHALL BE MADE UNLESS THE OVERCUT IS WITHIN THE LIMITS OF A SUBSEQUENT REPAIR TO THE ADJACENT LANE. SHOULDER OVERCUTS WILL BE ALLOWED.
- ③ THIS FULL DEPTH SAW CUT IS MADE TO FACILITATE OPENING A TRENCH ACROSS THE SLAB TO RELIEVE COMPRESSION IN THE PAVEMENT PRIOR TO LIFTING OUT THE FAILED AREA. THIS SAW CUT MAY BE OMITTED PROVIDED NO SPALLING OF THE REMAINING CONCRETE OCCURS. IF SPALLING DOES OCCUR, THE CONTRACTOR WILL BE REQUIRED TO MAKE THIS SAW CUT ON SUBSEQUENT REPAIRS. WHEN THIS SAW CUT IS USED AND THE ADJACENT LANE IS NOT REPAIRED, NO OVERCUTTING INTO THAT LANE SHALL BE MADE.
- ④ THIS LONGITUDINAL FULL DEPTH SAW CUT IS MADE BETWEEN LANES OR BETWEEN ANY COMBINATION OF THE FOLLOWING: LANE, RAMP, CURB, CONCRETE SHOULDER, OR PARTIAL LANE WIDTH REPAIR.
- ⑤ IF REQUIRED, INTERMEDIATE SAW CUTS MAY BE MADE TO REMOVE A SECTION OF PAVEMENT LANE WHICH IS OVER 6'-0" IN LENGTH, TO PERMIT LOADING INTO THE HAULING UNITS.

ADDITIONAL SAW CUTS, AT CONTRACTOR'S EXPENSE, MAY BE MADE INSIDE THE REPAIR LIMITS TO REDUCE 6'-0" BY 12'-0" OR LESS SLABS INTO SMALLER PIECES TO FACILITATE REMOVAL.

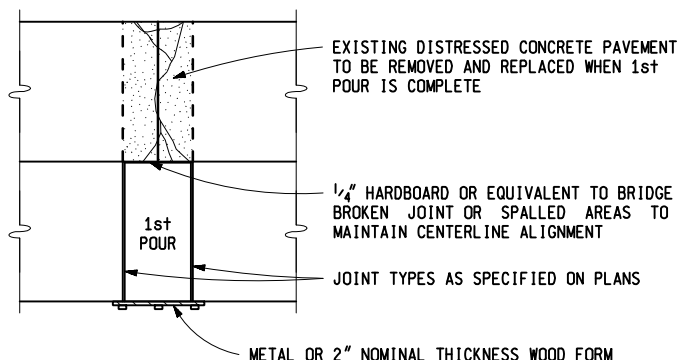


SCHEMATIC OF TYPICAL
LIFT PIN ASSEMBLY

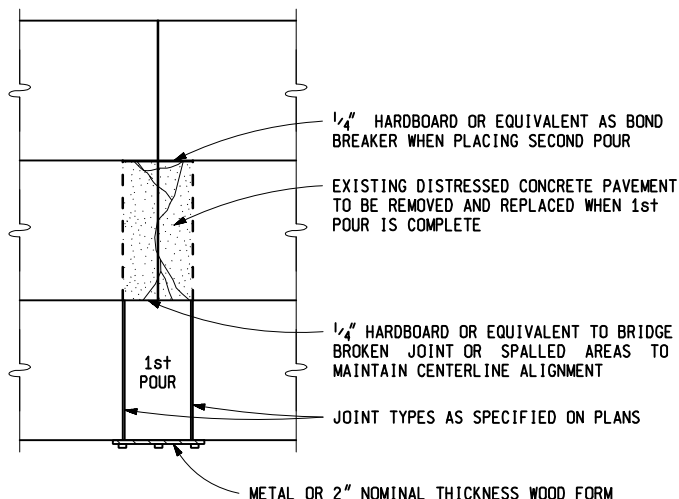
SAWING DIAGRAM & LIFT PIN
FOR REMOVING OLD SLAB



ONE LANE REPAIRS
(2 - LANE ROADWAY SHOWN)



ALL LANES REPAIRED
(2 - LANE ROADWAY SHOWN)



MORE THAN ONE LANE REPAIRED
BUT REPAIR LESS THAN FULL WIDTH
(3 - LANE ROADWAY SHOWN)

FORMING NOTES:

STAKES USED TO HOLD HMA FILLER OR HARDBOARD IN PLACE DURING CONCRETE PLACEMENT SHALL BE REMOVED BEFORE SCREEDING THE CONCRETE.

ADJACENT LANE REPAIRS MAY BE CAST INTEGRALLY, WHEN APPROVED BY THE ENGINEER.

FORMING REQUIREMENTS FOR
CAST-IN-PLACE REPAIRS 12'-0" OR LESS



PREPARED
BY
DESIGN DIVISION

DRAWN BY: B.L.T.

CHECKED BY: W.K.P.

DEPARTMENT DIRECTOR
Kirk T. Stedie

APPROVED BY: John C. Friend
ENGINEER OF DELIVERY

APPROVED BY: Mark A. Van Pelt
ENGINEER OF DEVELOPMENT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

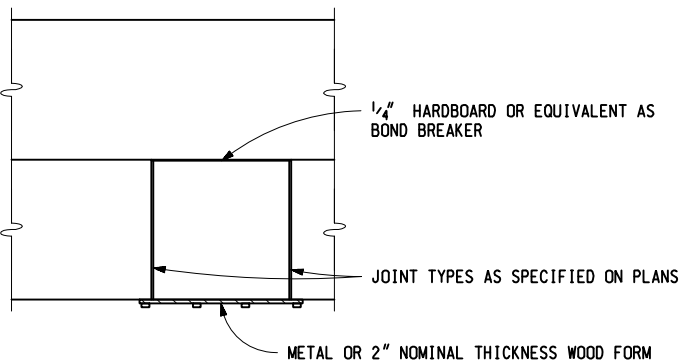
CONCRETE PAVEMENT REPAIR

9-10-2010
F.H.W.A. APPROVAL

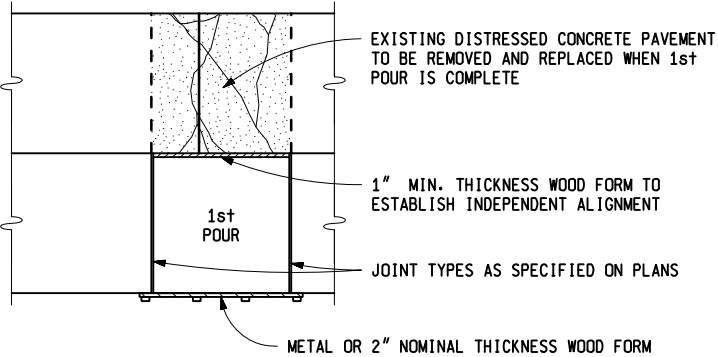
8-9-2010
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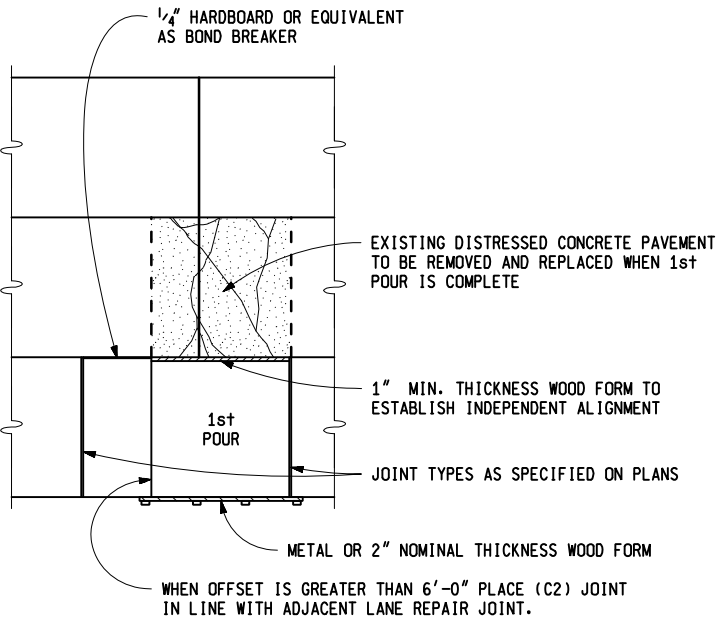
SHEET
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**ONE LANE REPAIRS
(2 - LANE ROADWAY SHOWN)**



**ALL LANES REPAIRED
(2 - LANE ROADWAY SHOWN)**



**MORE THAN ONE LANE REPAIRED
BUT REPAIRS ARE OFFSET
(3 - LANE ROADWAY SHOWN)**

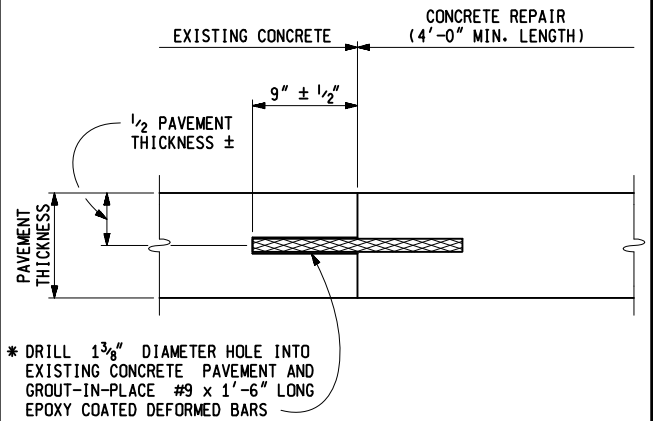
FORMING NOTES:

WHERE REPAIRS LONGER THAN 12'-0" ARE REQUIRED, A NEW GRADE MUST BE ESTABLISHED ALONG THE OLD PAVEMENT INNER JOINT LINE INDEPENDENT OF THE OLD PAVEMENT SURFACE, SO THAT SCREEDING MAY BE DONE PERPENDICULAR TO THE CENTERLINE AND INDEPENDENT OF THE OLD PAVEMENT GRADE.

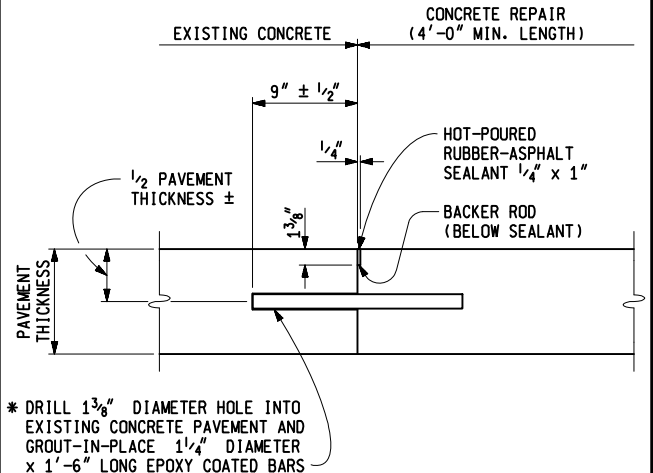
STAKES USED TO HOLD HMA FILLER OR HARDBOARD IN PLACE DURING CONCRETE PLACEMENT SHALL BE REMOVED BEFORE SCREEDING THE CONCRETE.

ADJACENT LANE REPAIRS MAY BE CAST INTEGRALLY, WHEN APPROVED BY THE ENGINEER.

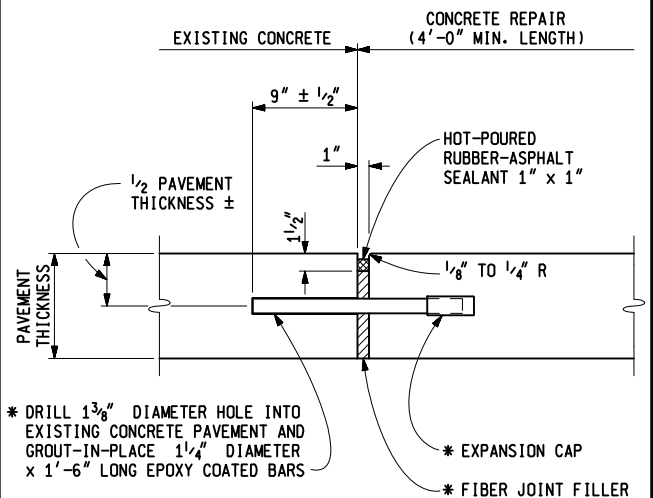
**FORMING REQUIREMENTS FOR
CAST-IN-PLACE REPAIRS GREATER THAN 12'-0"**



TIED JOINT, Trg



CONTRACTION JOINT, Crg



EXPANSION JOINT, Erg

* SEE SHEET 3 OF 6 FOR BAR SPACING AND SHEET 6 OF 6 FOR NOTES.

**CAST-IN-PLACE REPAIR JOINTS USING
GROUTED DOWEL OR DEFORMED BARS**

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

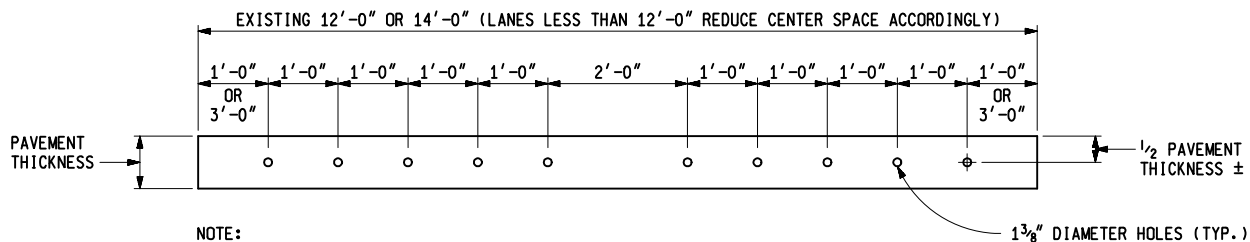
CONCRETE PAVEMENT REPAIR

9-10-2010
F.H.W.A. APPROVAL

8-9-2010
PLAN DATE

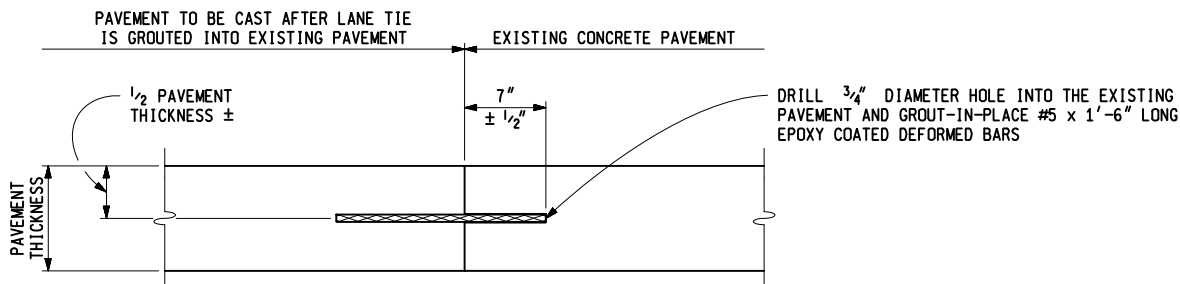
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SHEET
2 OF 6

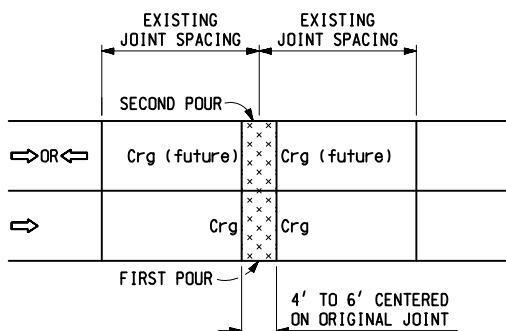


NOTE:
THE HOLE SPACING MAY BE ADJUSTED 1" HORIZONTALLY, RAISED 1/2", OR LOWERED 1/2" FROM THE ABOVE LOCATIONS TO AVOID DRILLING INTO THE REINFORCEMENT.

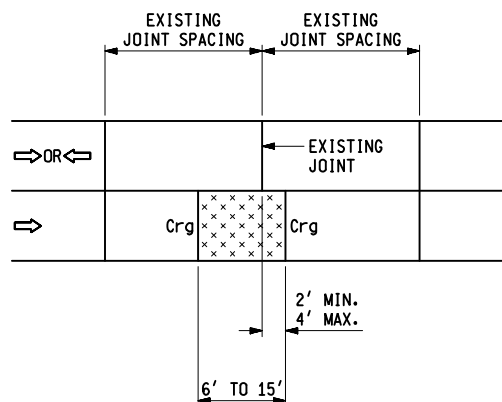
DOWEL OR DEFORMED BAR SPACING FOR CONCRETE REPAIRS



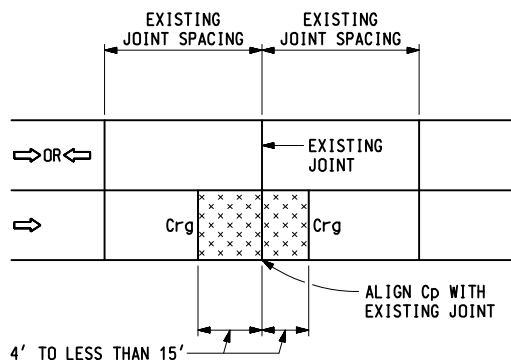
EPOXY ANCHORED LANE TIE



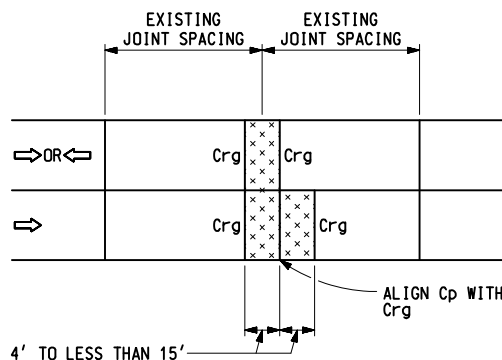
SINGLE LANE OR FULL WIDTH REPAIR



REPAIR LENGTH 6' - 15' WITH ONE JOINT NEAR AN EXISTING JOINT (SINGLE LANE REPAIR)



REPAIR LENGTHS OVER 15' WITH Cp JOINT (SINGLE LANE REPAIR)



OFFSETTING LANE REPAIRS WITH Cp JOINT

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

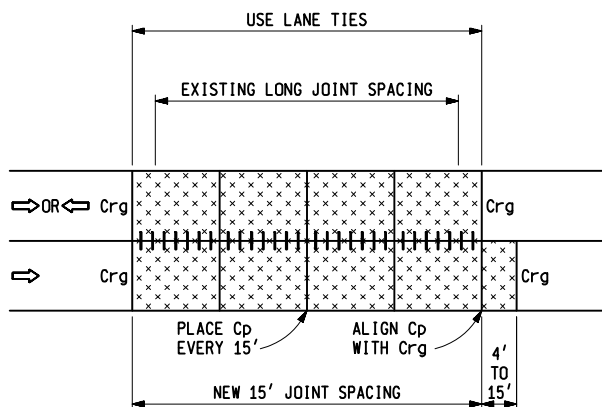
CONCRETE PAVEMENT REPAIR

9-10-2010
F.H.W.A. APPROVAL

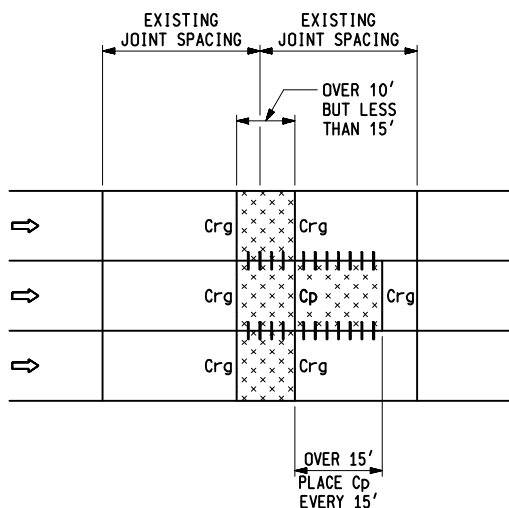
8-9-2010
PLAN DATE

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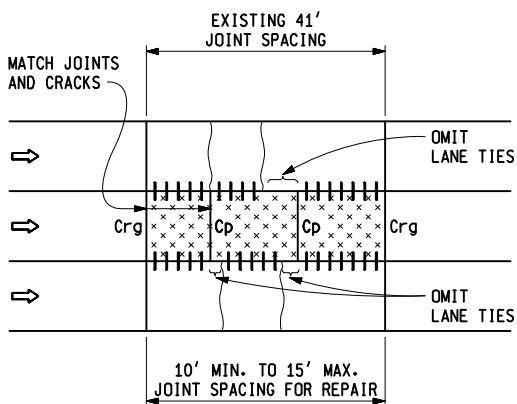
SHEET
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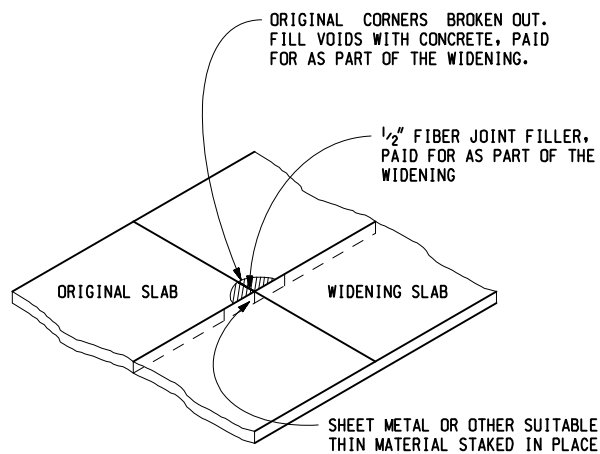
**LONG REPAIR SHOWING
Cp JOINT ALIGNMENTS AND LANE TIES**



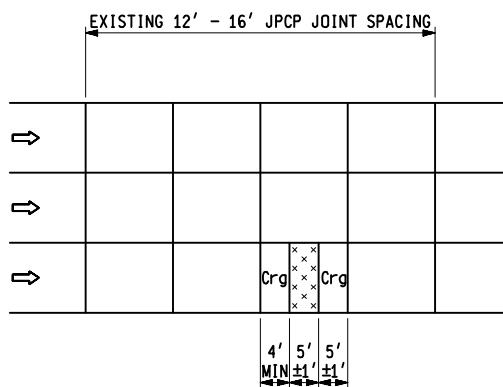
**FULL WIDTH MULTI-LANE REPAIRS
WITH OFFSET IN ONE LANE**



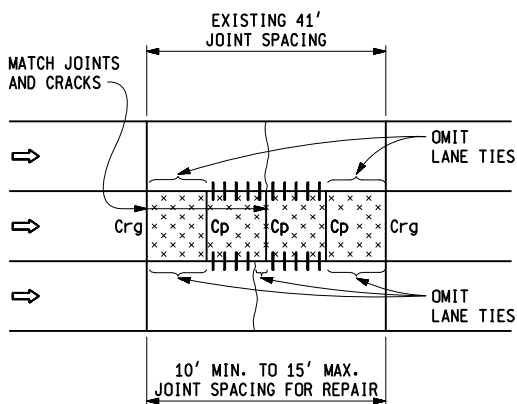
TWO CRACK PANEL REPAIR



JOINT PATCH ADJACENT TO WIDENING SLAB



**REPAIR OF 12' - 16' JPCP WITH
ONLY ONE MID-PANEL CRACK
(IF THE PANEL HAS MORE THAN ONE MID-PANEL CRACK REPLACE ENTIRE PANEL)
(SINGLE LANE OR FULL WIDTH REPAIR)**



MID PANEL CRACK REPAIR

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

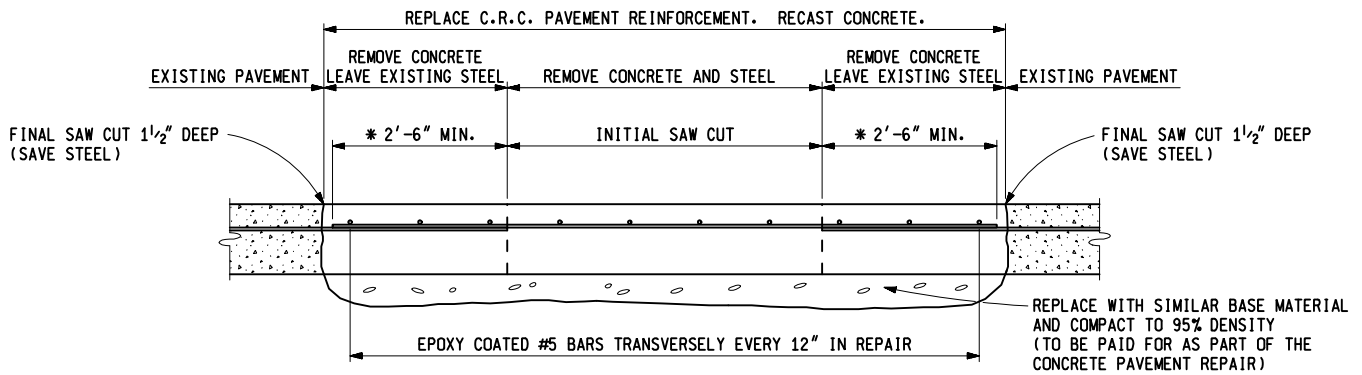
CONCRETE PAVEMENT REPAIR

9-10-2010
F.H.W.A. APPROVAL

8-9-2010
PLAN DATE

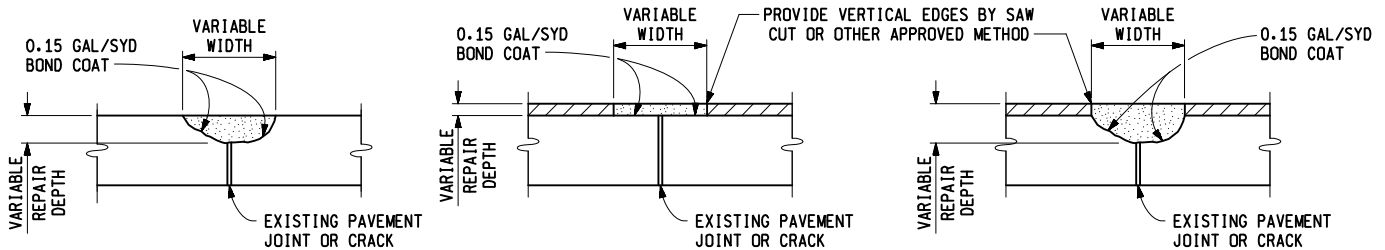
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* NOTE: IF EXISTING REINFORCEMENT LAPS ARE ENCOUNTERED IN THIS AREA, FINAL SAW CUT MUST BE MOVED BACK TO PROVIDE MINIMUM 2'-6" LAP OF PAVEMENT REINFORCEMENT.

REPAIRING CONTINUOUSLY REINFORCED CONCRETE



CASE I

HMA REPAIR OF CONCRETE PAVEMENT

REMOVE LOOSE DETERIORATED CONCRETE.
(NOT TO EXCEED PAVEMENT THICKNESS)

CASE II

HMA REPAIR OF CONCRETE PAVEMENT WITH HMA SURFACE

REMOVE HMA OVERLAY TO CONCRETE SURFACE.

CASE III

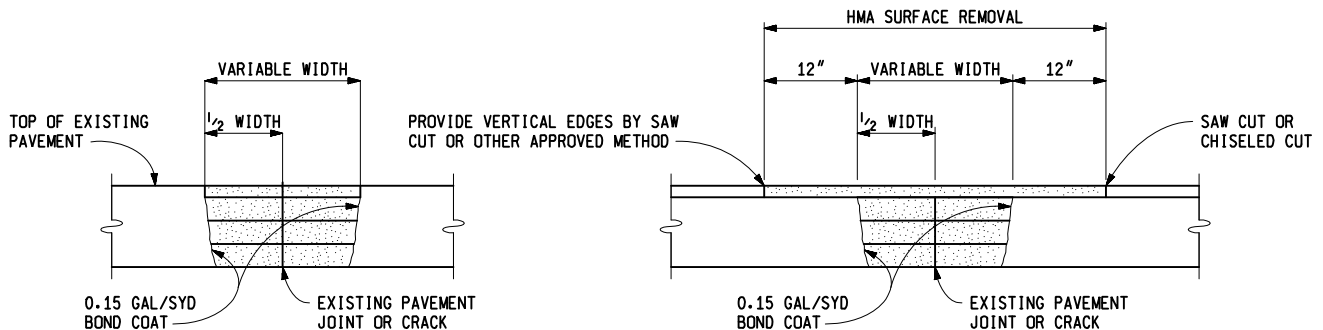
HMA REPAIR OF CONCRETE PAVEMENT WITH HMA SURFACE

REMOVE HMA OVERLAY AND LOOSE DETERIORATED CONCRETE.
(NOT TO EXCEED PAVEMENT THICKNESS)

FOR CASES I, II, & III, THE REMOVED MATERIAL SHALL BE REPLACED WITH A HMA TOP COURSE MIXTURE. THE HMA SHALL BE COMPACTED WITH A MACHINE VIBRATOR OR APPROVED ROLLER WITH BASE LIFT THICKNESSES NOT TO EXCEED 3" AND WITH THE TOP LIFT THICKNESS NOT TO EXCEED 2". THE FINAL SURFACE OF THE REPAIR SHALL BE FLUSH WITH THE EXISTING PAVEMENT SURFACE.

SURFACE REPAIR FOR JOINT OR CRACK (TRANSVERSE OR LONGITUDINAL)

DETAIL
7



CASE IV

FULL DEPTH HMA REPAIR OF CONCRETE PAVEMENT

REMOVE THE DETERIORATED CONCRETE FULL DEPTH. COMPACT LOOSE EXISTING BASE. REPLACE AND COMPACT WITH HMA ANY LOST BASE.

CASE V

FULL DEPTH HMA REPAIR OF CONCRETE PAVEMENT WITH HMA SURFACE

REMOVE EXISTING HMA DETERIORATED CONCRETE PAVEMENT FULL DEPTH. COMPACT LOOSE EXISTING BASE. REPLACE AND COMPACT WITH HMA ANY LOST BASE.

FOR CASES IV, & V, THE REMOVED MATERIAL SHALL BE REPLACED WITH A HMA TOP COURSE MIXTURE. THE HMA SHALL BE COMPACTED WITH A MACHINE VIBRATOR OR APPROVED ROLLER WITH BASE LIFT THICKNESSES NOT TO EXCEED 3" AND WITH THE TOP LIFT THICKNESS NOT TO EXCEED 2". THE FINAL SURFACE OF THE REPAIR SHALL BE FLUSH WITH THE EXISTING PAVEMENT SURFACE.

FULL DEPTH REPAIR FOR JOINT OR CRACK (TRANSVERSE OR LONGITUDINAL)

DETAIL
8

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

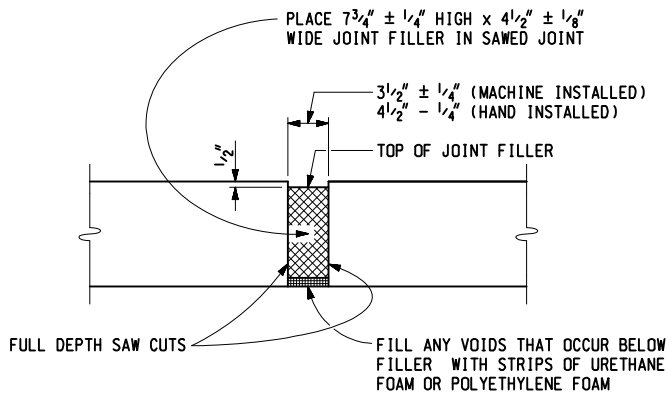
CONCRETE PAVEMENT REPAIR

9-10-2010
F.H.W.A. APPROVAL

8-9-2010
PLAN DATE

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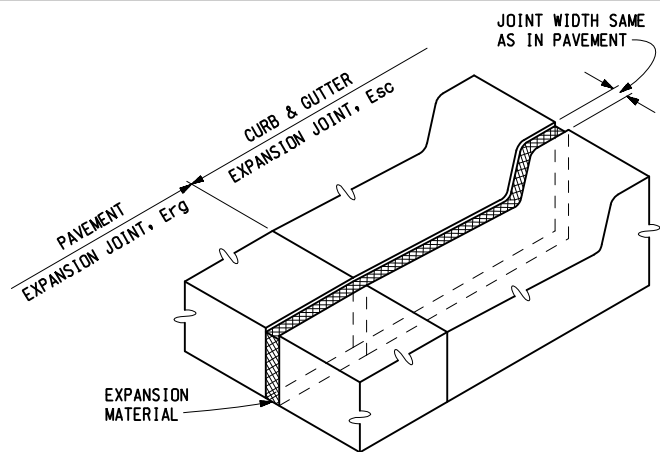


NOTES:

WHEN PRESSURE RELIEF JOINT IS TO BE CONSTRUCTED THROUGH CONCRETE SHOULDER, TRENCHING BELOW CONCRETE MAY BE NECESSARY TO ALLOW ROOM FOR 7 1/4\" FILLER.

PRESSURE RELIEF JOINT

THIS DETAIL ALSO APPLIES TO HMA SURFACED CONCRETE PAVEMENT REQUIRING PRESSURE RELIEF JOINTS



CURB, GUTTER, AND CURB FACE SHALL BE SAWED AS DEEP AS THE EXISTING PAVEMENT THICKNESS. THE REMAINING CONCRETE SHALL BE CHIPPED OUT AND EXPANSION MATERIAL OF SUFFICIENT THICKNESS SHALL BE PLACED IN SAWED JOINT TO FILL THE GAP AS DIRECTED BY THE ENGINEER.

EXPANSION JOINT, Esc

NOTES:

CONCRETE PAVEMENT REPAIRS (INCLUDING JOINT TYPES) OR PRESSURE RELIEF DETAILS SHALL BE AS SPECIFIED ON THE PLANS OR IN THE LOG OF PROJECT.

IF THE EXISTING PAVEMENT HAS A HMA SURFACE, THE SAW CUTS SHALL EXTEND THROUGH THE UNDERLYING PORTLAND CEMENT CONCRETE.

SAW OVERCUTS IN ADJACENT LANE, SHOULDER, RAMP, AND GUTTERS THAT WILL REMAIN IN PLACE, SHALL BE CLEANED AND THEN SEALED WITH HOT-POURED RUBBER-ASPHALT.

WHEN THE CONCRETE PAVEMENT REPAIR IS CONSTRUCTED IN PREPARATION FOR AN OVERLAY, Crg JOINT RESERVOIRS AND SEALANTS SHALL BE OMITTED AND EXPANSION JOINTS (Erg) SHALL HAVE THE FIBER JOINT FILLER KEPT FLUSH TO THE PAVEMENT SURFACE.

EXPANSION CAPS SHALL BE ACCORDING TO STANDARD PLAN R-40-SERIES.

TRANSVERSE CONTRACTION Cp AND EXPANSION E2 JOINTS SHALL BE ACCORDING TO STANDARD PLAN R-39P-SERIES.

DOWEL AND DEFORMED BARS USED IN Trg, Crg, AND Erg JOINTS SHALL BE EPOXY COATED ACCORDING TO THE CURRENT STANDARD SPECIFICATIONS.

DOWEL BARS AND DEFORMED BARS FOR TIED JOINTS SHALL BE GROUTED INTO EXISTING PAVEMENT WITH A GROUT SELECTED FROM THE PREQUALIFIED MATERIALS LISTED IN THE DEPARTMENT'S "MATERIALS SOURCE GUIDE" UNDER ADHESIVE SYSTEMS FOR GROUTING DOWEL BARS AND TIE BARS FOR FULL-DEPTH CONCRETE PAVEMENT REPAIRS.

THE BACKER ROD SHALL MEET THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

THE SAME TYPE JOINT SHALL EXTEND ACROSS ADJACENT LANE REPAIRS.

AFTER GROUTING IN-PLACE, RC-250 OR AN APPROVED BOND BREAKER SHALL BE APPLIED TO THAT PORTION OF Crg AND Erg DOWEL BARS THAT EXTEND INTO THE CAST CONCRETE.

REPAIRED CONCRETE PAVEMENTS REQUIRE THAT 1\" OF Erg EXPANSION JOINTS BE DISTRIBUTED THROUGHOUT A GIVEN 1000' SECTION.

WHERE THERE ARE NO REPAIR LOCATIONS WITHIN A 1000' LENGTH, NO EXPANSION SPACE WILL BE PROVIDED.

EXPANSION JOINT FILLER SHALL EXTEND THE FULL DEPTH OF THE REPAIR AND BE FLUSH WITH THE EXISTING PAVEMENT SURFACE. PRIOR TO SEALING, THE JOINT FIBER FILLER AT THE PAVEMENT SURFACE SHALL BE REMOVED BY CUTTING 1\" WIDE AND 1 1/2\" DEEP TO PERMIT THE PLACEMENT OF THE HOT-POURED RUBBER ASPHALT SEALANT. HOLES IN EXPANSION JOINT FILLER SHALL BE 1 1/2\" MAXIMUM DIAMETER AND SHALL BE ALIGNED TO FIT DRILLED HOLES IN CONCRETE.

Erg JOINTS SHALL BE CONSTRUCTED ONLY WHEN THEY EXTEND ACROSS ALL LANES, RAMPS, OR SHOULDERS.

WHEN Erg JOINTS ARE PLACED ADJACENT TO CONCRETE CURB AND GUTTER THAT IS NOT REQUIRED TO BE REMOVED, AN Esc JOINT SHALL BE CONSTRUCTED IN THE CURB AND GUTTER.

JOINT RESERVOIRS FOR THE HOT-POURED RUBBER-ASPHALT SEALANT SHALL BE ABRASIVE BLAST CLEANED, FOLLOWED BY A FINAL CLEANING OF OIL-FREE COMPRESSED AIR PRIOR TO SEALING.

LANE TIES (TO ADJACENT PAVEMENT LANE, WHEN REQUIRED) SHALL BE SPACED ACCORDING TO STANDARD PLAN R-41-SERIES, EXCEPT THAT THE FIRST LANE TIE ADJACENT TO A TRANSVERSE JOINT SHALL BE INSTALLED AT A DISTANCE OF 1'-8\" FROM THE JOINT. WHEN BOTH SIDES OF A LONGITUDINAL JOINT ARE POURED INTEGRALLY, LANE TIES SHALL BE STRAIGHT DEFORMED EPOXY COATED BARS CAST-IN-PLACE AS SPECIFIED ON STANDARD PLAN R-41-SERIES. WHEN ADJACENT LANES ARE CAST SEPARATELY, LANE TIES SHALL BE GROUTED-IN-PLACE AS SPECIFIED ON THIS PLAN. THE GROUT SHALL BE SELECTED FROM THE PREQUALIFIED MATERIALS LISTED IN THE DEPARTMENT'S "MATERIALS SOURCE GUIDE", UNDER LANE TIES.

THE MONTH AND YEAR OF CASTING AND STATION NUMBER (IF REMOVED) SHALL BE STENCILED ON EACH CONCRETE REPAIR.

ALL REPAIRS WILL BE JOINTED PLAIN CONCRETE PAVEMENT.

MICHIGAN DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY DEVELOPMENT STANDARD PLAN FOR

CONCRETE PAVEMENT REPAIR

9-10-2010
F.H.W.A. APPROVAL

8-9-2010
PLAN DATE

R-44-F

SHEET
6 OF 6

PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.

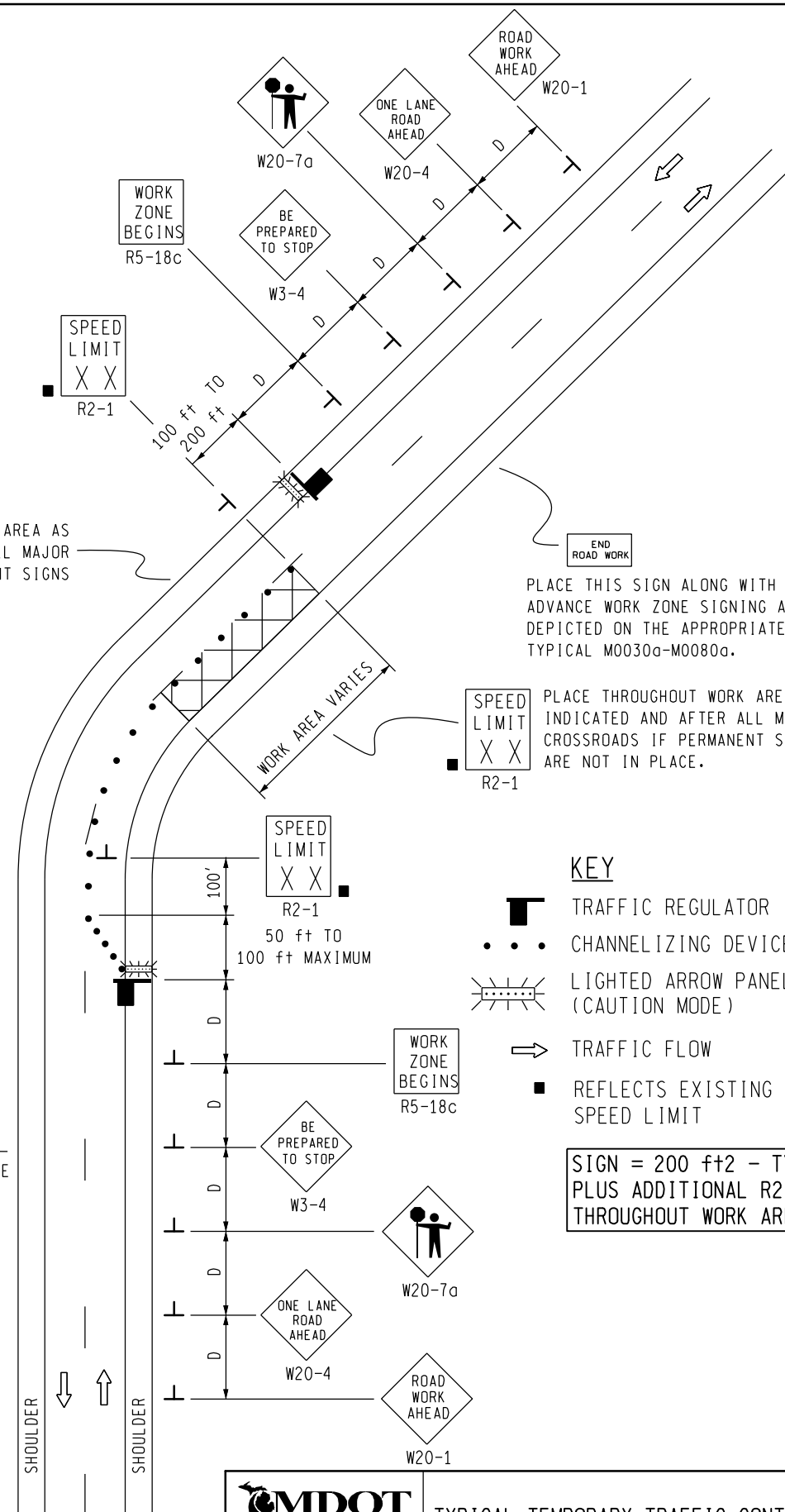
PLACE THROUGHOUT WORK AREA AS INDICATED AND AFTER ALL MAJOR CROSSROADS IF PERMANENT SIGNS ARE NOT IN PLACE.

KEY

- TRAFFIC REGULATOR
- CHANNELIZING DEVICES
- LIGHTED ARROW PANEL (CAUTION MODE)
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

SIGN = 200 ft ± 2 - TYPE B PLUS ADDITIONAL R2-1's THROUGHOUT WORK AREA

PLACE THIS SIGN ALONG WITH THE ADVANCE WORK ZONE SIGNING AS DEPICTED ON THE APPROPRIATE TYPICAL M0030a-M0080a.



MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

TYPICAL TEMPORARY TRAFFIC CONTROL FOR
A TWO-LANE TWO-WAY ROADWAY WHERE ONE
LANE IS CLOSED UTILIZING TRAFFIC
REGULATORS, NO SPEED REDUCTION

DRAWN BY: CON:AE:djf

OCTOBER 2011

M0140a

SHEET
1 OF 2

CHECKED BY: BMM:CRB

PLAN DATE:

NOT TO SCALE

FILE: P:\ROAD\TS\Typicals\Signs\MT NON FWY\M0140a.dgn REV. 10/04/2011

NOTES

- 1H. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES AND LENGTH OF LONGITUDINAL BUFFERS
SEE **M0020a** FOR "D" VALUES.
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4A. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES IN THE TAPER AREA(S) SHOULD BE 15 FEET AND SHOULD BE EQUAL IN FEET TO TWICE THE POSTED SPEED IN MILES PER HOUR IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
9. ALL TRAFFIC REGULATORS SHALL BE PROPERLY TRAINED AND SUPERVISED.
- 9A. IN ANY OPERATION INVOLVING MORE THAN ONE TRAFFIC REGULATOR, ONE PERSON SHOULD BE DESIGNATED AS HEAD TRAFFIC REGULATOR.
10. ALL TRAFFIC REGULATORS' CONDUCT, THEIR EQUIPMENT, AND TRAFFIC REGULATING PROCEDURES SHALL CONFORM TO THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AND THE CURRENT EDITION OF THE MDOT HANDBOOK ENTITLED "TRAFFIC REGULATORS INSTRUCTION MANUAL."
11. WHEN TRAFFIC REGULATING IS ALLOWED DURING THE HOURS OF DARKNESS, APPROPRIATE LIGHTING SHALL BE PROVIDED TO SUFFICIENTLY ILLUMINATE THE TRAFFIC REGULATOR'S STATIONS.
- 12E. THE MAXIMUM DISTANCE BETWEEN THE TRAFFIC REGULATORS SHALL BE NO MORE THAN 2 MILES IN LENGTH UNLESS RESTRICTED FURTHER IN THE SPECIAL PROVISIONS FOR MAINTAINING TRAFFIC. ALL SEQUENCES OF MORE THAN 2 MILES IN LENGTH WILL REQUIRE WRITTEN PERMISSION FROM THE ENGINEER BEFORE PROCEEDING.
13. WHEN INTERSECTING ROADS OR SIGNIFICANT TRAFFIC GENERATORS (SHOPPING CENTERS, MOBILE HOME PARKS, ETC.) OCCUR WITHIN THE ONE-LANE TWO-WAY OPERATION, INTERMEDIATE TRAFFIC REGULATORS AND APPROPRIATE SIGNING SHALL BE PLACED AT THESE LOCATIONS.
14. ADDITIONAL SIGNING AND/OR ELONGATED SIGNING SEQUENCES SHOULD BE USED WHEN TRAFFIC VOLUMES ARE SIGNIFICANT ENOUGH TO CREATE BACKUPS BEYOND THE W3-4 SIGNS.
15. THE HAND HELD (PADDLE) SIGNS REQUIRED BY THE MMUTCD TO CONTROL TRAFFIC WILL BE PAID FOR AS PART OF FLAG CONTROL.
- 28E. THE TRAFFIC REGULATORS SHOULD BE POSITIONED AT OR NEAR THE SIDE OF THE ROAD SO THAT THEY ARE SEEN CLEARLY AT A MINIMUM DISTANCE OF 500 FEET. THIS MAY REQUIRE EXTENDING THE BEGINNING OF THE LANE CLOSURE TO OVERCOME VIEWING PROBLEMS CAUSED BY HILLS AND CURVES.

SIGN SIZES

DIAMOND WARNING - 48" x 48"
 R2-1 REGULATORY - 48" x 60"
 R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL		TYPICAL TEMPORARY TRAFFIC CONTROL FOR A TWO-LANE TWO-WAY ROADWAY WHERE ONE LANE IS CLOSED UTILIZING TRAFFIC REGULATORS, NO SPEED REDUCTION	
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0140a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: P:\WORK\TS\Typicals\Signs\MT NON FWY\M0140a.dgn REV. 10/04/2011			

KEY

- ... CHANNELIZING DEVICES
- ↔ LIGHTED ARROW PANEL
- TRAFFIC FLOW
- REFLECTS EXISTING SPEED LIMIT

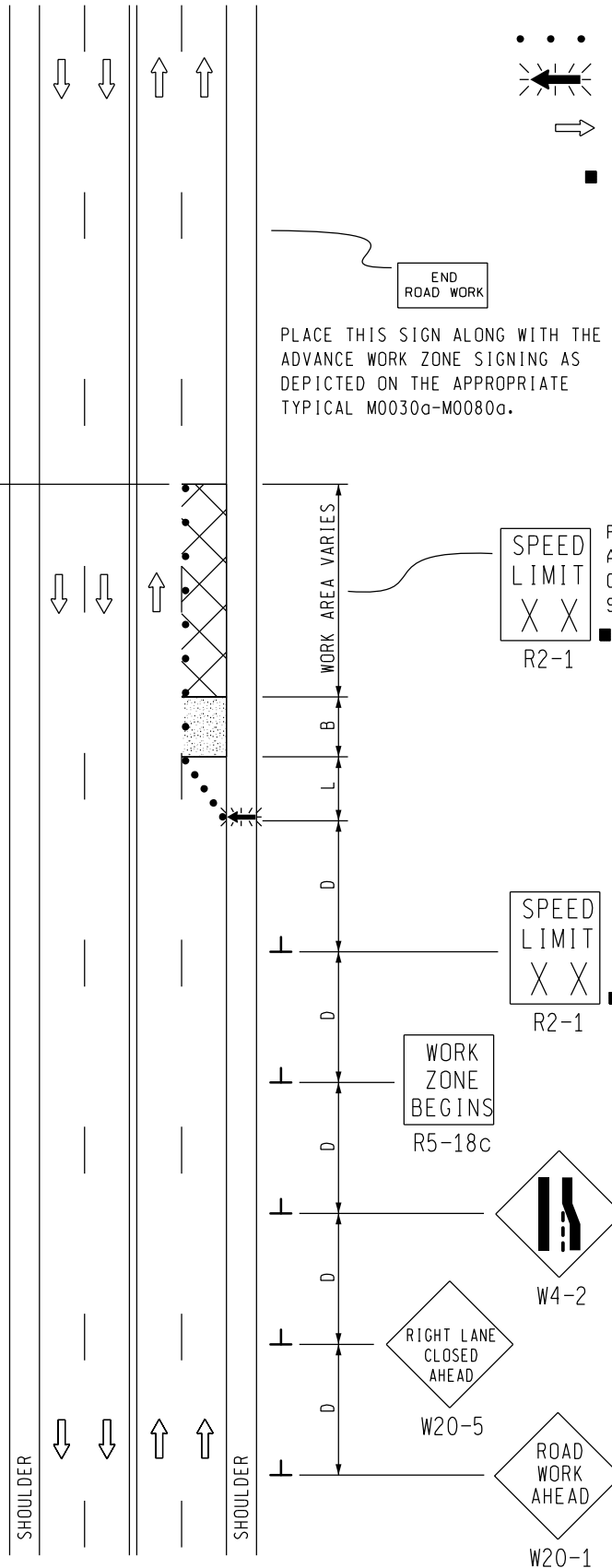
SIGN = 136 ft±2 - TYPE B
PLUS ADDITIONAL R2-1's
THROUGHOUT WORK AREA

PLACE THIS SIGN ALONG WITH THE
ADVANCE WORK ZONE SIGNING AS
DEPICTED ON THE APPROPRIATE
TYPICAL M0030a-M0080a.

PLACE THROUGHOUT WORK AREA
AS INDICATED AND AFTER ALL
CROSSROADS IF PERMANENT
SIGNS ARE NOT IN PLACE.

PLACE THROUGHOUT WORK AREA
AS INDICATED AND AFTER ALL
MAJOR CROSSROADS IF PERMANENT
SIGNS ARE NOT IN PLACE.

PLACE THIS SIGN ALONG WITH THE
ADVANCE WORK ZONE SIGNING AS
DEPICTED ON THE APPROPRIATE
TYPICAL M0030a-M0080a.



MDOT
Michigan Department of Transportation
TRAFFIC AND SAFETY
MAINTAINING TRAFFIC
TYPICAL

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

DRAWN BY: CON:AE:djf

OCTOBER 2011

M0240a

SHEET

CHECKED BY: BMM:CRB

PLAN DATE:

1 OF 2

NOT TO SCALE

FILE: P:\RD\TS\Typicals\Signs\MT NON FWY\M0240a.dgn REV. 10/11/2011

NOTES

- 1B. D = DISTANCE BETWEEN TRAFFIC CONTROL DEVICES
L = MINIMUM LENGTH OF TAPER
B = LENGTH OF LONGITUDINAL BUFFER
SEE M0020a FOR "D," "L," AND "B" VALUES
2. ALL NON-APPLICABLE SIGNING WITHIN THE CIA SHALL BE MODIFIED TO FIT CONDITIONS, COVERED OR REMOVED.
3. DISTANCES BETWEEN SIGNS, THE VALUES FOR WHICH ARE SHOWN IN TABLE D, ARE APPROXIMATE AND MAY NEED ADJUSTING AS DIRECTED BY THE ENGINEER.
- 3A. THE "WORK ZONE BEGINS" (R5-18c) SIGN SHALL BE USED ONLY IN THE INITIAL SIGNING SEQUENCE IN THE WORK ZONE. SUBSEQUENT SEQUENCES IN THE SAME WORK ZONE SHALL OMIT THIS SIGN AND THE QUANTITIES SHALL BE ADJUSTED APPROPRIATELY.
- 4E. THE MAXIMUM RECOMMENDED DISTANCE(S) BETWEEN CHANNELIZING DEVICES SHOULD BE EQUAL IN FEET TO THE POSTED SPEED IN MILES PER HOUR ON TAPER(S) AND TWICE THE POSTED SPEED IN THE PARALLEL AREA(S).
5. FOR OVERNIGHT CLOSURES, TYPE III BARRICADES SHALL BE LIGHTED.
6. WHEN CALLED FOR IN THE FHWA ACCEPTANCE LETTER FOR THE SIGN SYSTEM SELECTED, THE TYPE A WARNING FLASHER, SHOWN ON THE WARNING SIGNS, SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
7. ALL TEMPORARY SIGNS, TYPE III BARRICADES, THEIR SUPPORT SYSTEMS AND LIGHTING REQUIREMENTS SHALL MEET NCHRP 350 CRASHWORTHLY REQUIREMENTS STIPULATED IN THE CURRENT EDITION OF THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION, THE STANDARD PLANS AND APPLICABLE SPECIAL PROVISIONS. ONLY DESIGNS AND MATERIALS APPROVED BY MDOT WILL BE ALLOWED.
8. WHEN BUFFER AREAS ARE ESTABLISHED, THERE SHALL BE NO EQUIPMENT OR MATERIALS STORED OR WORK CONDUCTED IN THE BUFFER AREA.
21. ALL EXISTING PAVEMENT MARKINGS WHICH ARE IN CONFLICT WITH EITHER PROPOSED CHANGES IN TRAFFIC PATTERNS OR PROPOSED TEMPORARY TRAFFIC MARKINGS, SHALL BE REMOVED BEFORE ANY CHANGE IS MADE IN THE TRAFFIC PATTERN. EXCEPTION WILL BE MADE FOR DAYTIME-ONLY TRAFFIC PATTERNS THAT ARE ADEQUATELY DELINEATED BY OTHER TRAFFIC CONTROL DEVICES.
26. THE LIGHTED ARROW PANEL SHALL BE LOCATED AT THE BEGINNING OF THE TAPER AS SHOWN. WHEN PHYSICAL LIMITATIONS RESTRICT ITS PLACEMENT AS INDICATED, THEN IT SHALL BE PLACED AS CLOSE TO THE BEGINNING OF THE TAPER AS POSSIBLE.

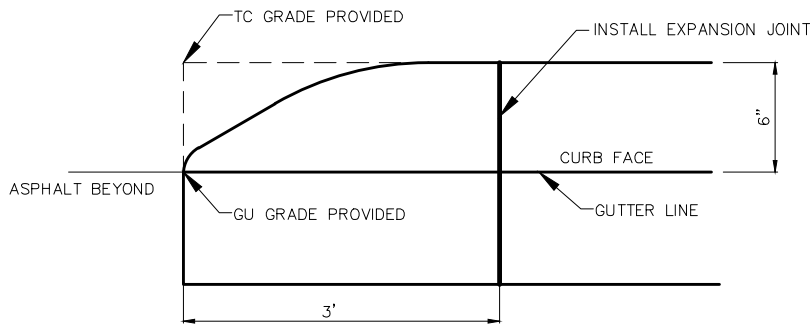
SIGN SIZES

DIAMOND WARNING - 48" x 48"
R2-1 REGULATORY - 48" x 60"
R5-18c REGULATORY - 48" x 48"

NOT TO SCALE

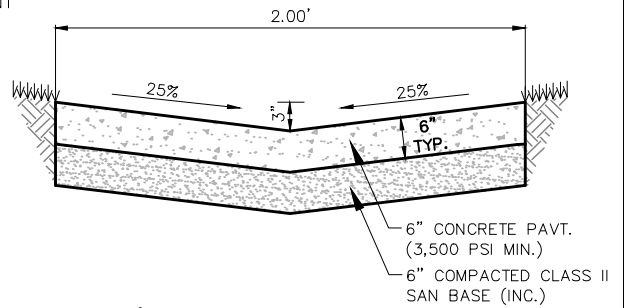
 Michigan Department of Transportation TRAFFIC AND SAFETY MAINTAINING TRAFFIC TYPICAL		TYPICAL TEMPORARY TRAFFIC CONTROL FOR A ONE-LANE CLOSURE ON AN UNDIVIDED MULTI-LANE ROADWAY, NO SPEED REDUCTION	
DRAWN BY: CON:AE:djf	OCTOBER 2011	M0240a	SHEET 2 OF 2
CHECKED BY: BMM:CRB	PLAN DATE:		
FILE: P:\M02\TS\Typicals\Signs\MT NON FWY\M0240a.dgn REV. 10/11/2011			

56



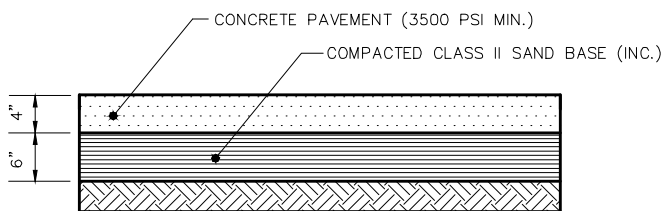
(CT) CURB TAPER DETAIL AT ALL CURB END LOCATIONS

N.T.S.



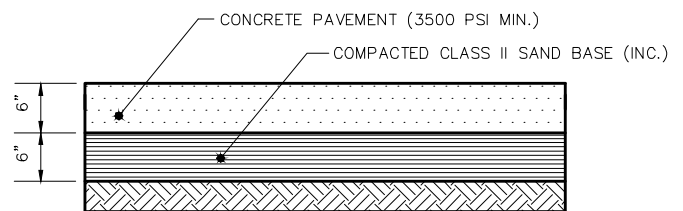
2' WIDE DRAINAGE SPILLWAY DETAIL

N.T.S.



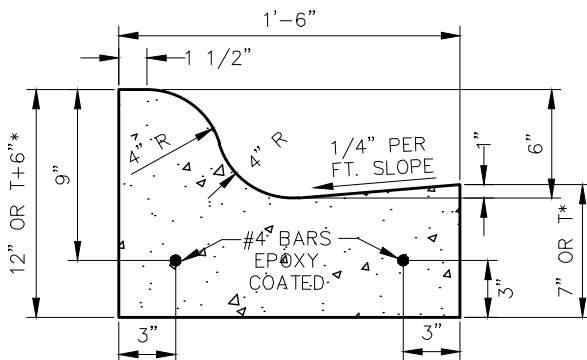
4\"/>

N.T.S.



6\"/>

N.T.S.

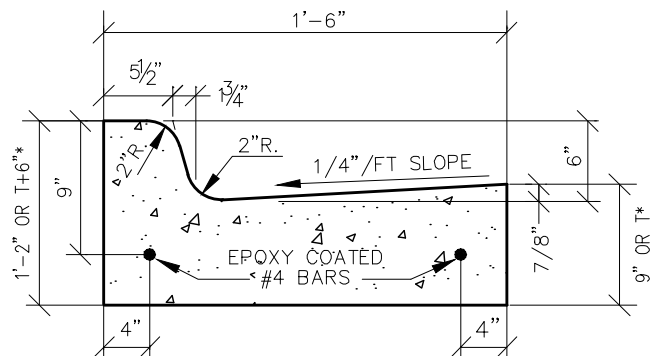


NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL

BIRMINGHAM 6\"/>

N.T.S.



NOTE: OMIT #4 LONGITUDINAL BARS WHEN CURB & GUTTER IS POURED INTEGRAL OR TIED TO A NON-REINFORCED CONCRETE PAVEMENT.

*NOTE: "T" REFERS TO PAVEMENT THICKNESS WHEN CURB IS POURED INTEGRAL.

MDOT CONCRETE CURB AND GUTTER, STANDARD GUTTER, DETAIL F2

APPLIES TO RAMPS AT WOODWARD & WORTH

N.T.S.

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

PREPARED FOR:

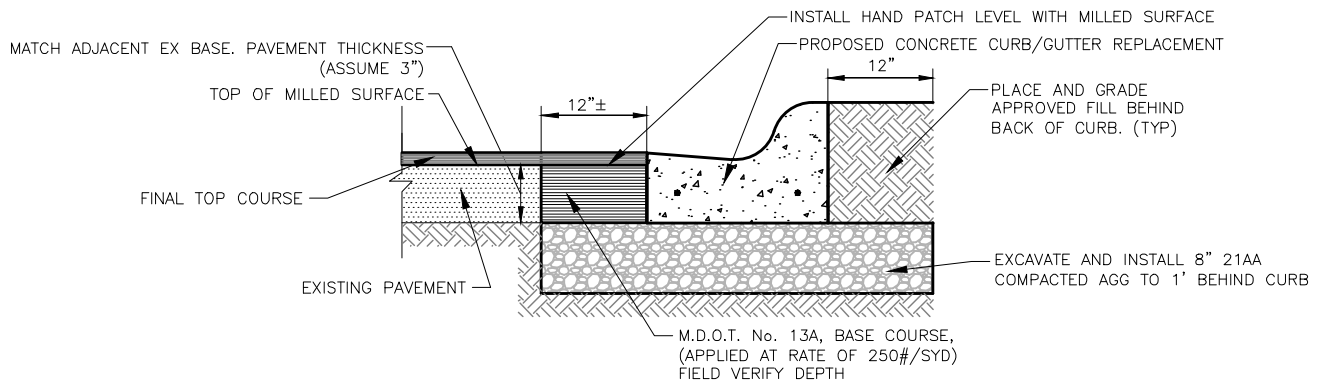


Engineering Department
 151 Martin Street
 Birmingham, MI 48012

SCALE
 N.T.S.

DATE
 3/27/18

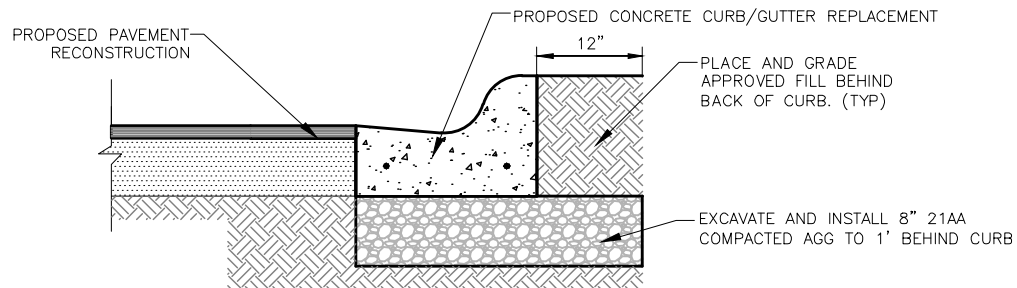
DRAWN
 CD



CURB REPLACEMENT / HANDPATCH

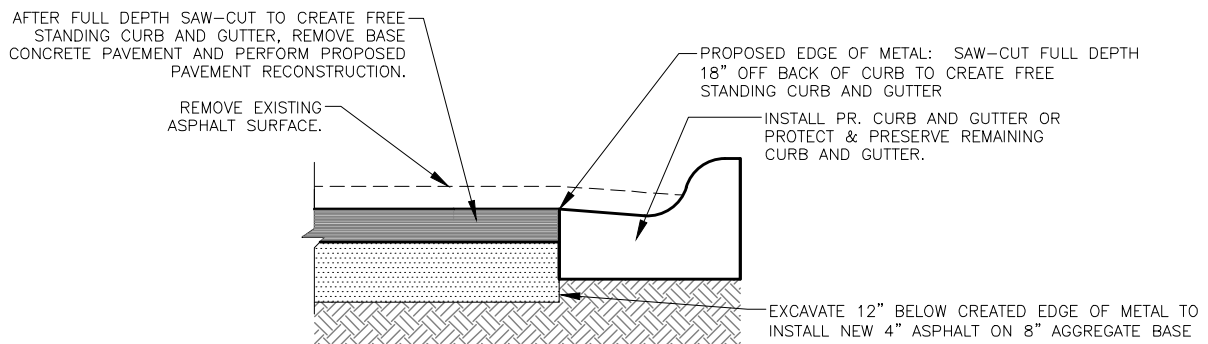
APPLIES TO PAVEMENT RESURFACING
AREAS AND/OR AS SPECIFIED

N.T.S.



CURB REPLACEMENT ADJACENT TO PAVEMENT RECONSTRUCTION

N.T.S.



FULL DEPTH PAVEMENT SAWCUT TO CREATE FREESTANDING CURB AND GUTTER

N.T.S.



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

PREPARED FOR:

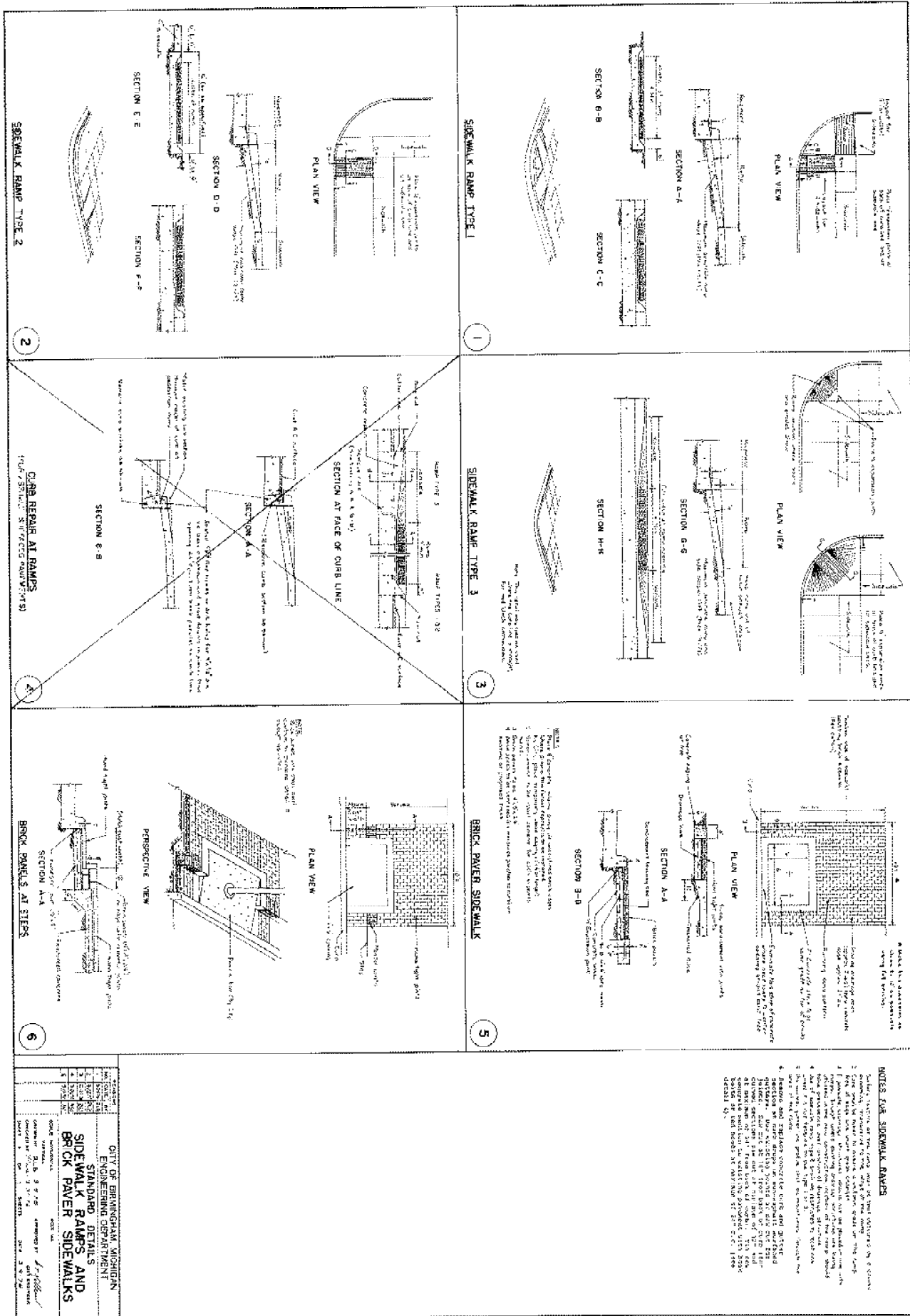


Engineering Department
151 Martin Street
Birmingham, MI 48012

SCALE
N.T.S.

DATE
3/27/18

DRAWN
CD



2022 CONCRETE SIDEWALK REPAIR PROGRAM - CONTRACT #8-22(SW)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned
Luigi Ferdinandi & Son Cement Co., Inc.

16481 Common Road, Roseville, MI 48066 as Principal,
and Swiss Re Corporate Solutions America Insurance Corporation, 1450 American Lane, Suite 1100, Schaumburg, IL 60173 as Sureties,
are hereby held and firmly bound unto the **CITY OF BIRMINGHAM, MICHIGAN** in the sum of
Three Hundred Ninety-nine Thousand Nine Hundred Twenty-eight And No/100 Dollars (\$ 399,928.00), in lawful
money of the United States, for the payment of which we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns this 8th day of
June, 20 22

WHEREAS, the above bounded Principal has entered into a certain written contract with
the above named City of Birmingham, Michigan dated _____ day of _____, 20____ for the
construction of 2022 Concrete Sidewalk Repair Program

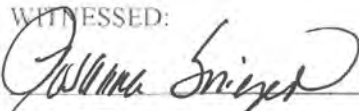
which contract is hereby referred to and made a part hereof as fully and to the same extent as if the same
were entirely written herein.

AND THE SAID SURETY, for value received, hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder of the specifications accompanying the same shall in anywise affects its obligations
on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract, or to the work or to the specifications.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal
shall fully perform the annexed contract according to the terms thereof, or as such terms may be changed
or modified by mutual agreement, and shall guarantee all work furnished against all defects and incidental
damage to other property for a period of one (1) year following final acceptance of the work, then this
obligation shall be void, otherwise the same shall remain in full force and effect.

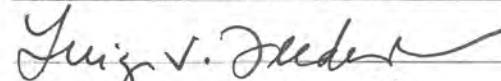
This Bond is provided in compliance with and subject to the provisions of Act 213 of the Public Acts of Michigan for 1963, as amended by Act 351 of the Public Acts of Michigan for 1972, also known as MCL §129.201 et. seq.

WITNESSED:



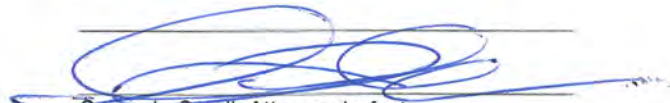
Rosanna Smiezek

Luigi Ferdinandi & Son Cement Co., Inc.



Luigi V. Ferdinandi
Principal

Swiss Re Corporate Solutions America Insurance Corporation



Susan L. Small Attorney-In-fact

2022 CONCRETE SIDEWALK REPAIR PROGRAM - CONTRACT #8-22(SW)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Luigi Ferdinandi & Son Cement Co., Inc.
of the Roseville, MI 48066, 16481 Common Road
hereinafter called the "Principal" and Swiss Re Corporate Solutions America Insurance Corporation
1450 American Lane, Suite 1100, Schaumburg, IL 60173 hereinafter called the "Surety", are held and firmly bound unto those
persons known as "Claimants", as defined in MCL §129.206(6) supplying labor or materials to the
Principal or his subcontractors and the prosecution of the work provided for in a certain Contract by and
between the City of Birmingham and the Principal in the sum of
Three Hundred Ninety-nine Thousand Nine Hundred Twenty-eight And No/100 Dollars
(\$399,928.00), in lawful money of the United States, for the payment whereof, we bid
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally this
8th day of June, A.D., 2022.

WHEREAS, the above named Principal has entered into a Contract with the CITY OF
BIRMINGHAM, MICHIGAN dated the _____ day of _____, A.D., 20____,
wherein said principal has covenanted and agreed as follows, to wit:

To furnish all the labor and materials 2022 Concrete Sidewalk Repair Program

and,

WHEREAS, this Bond is given in compliance with and subject to the provisions of Act
No. 213 of the Public Acts of Michigan for 1963, as amended by Act. No. 351 of the Public Acts of
Michigan for 1972, also known as MCL §129.201 et seq.

NOW, THEREFORE, the condition of the above obligation is such that if all persons or
claimants as defined in Public Act 213 of 1963 supplying labor or materials to the principal contractor or
his subcontractors in the prosecution of the work provided for in the contract are paid, the obligation of
this Bond shall be void; otherwise, it shall be in full force and effect.

WITNESSED:

Barbara Sniezek
Barbara Sniezek

Luigi Ferdinandi & Son Cement Co., Inc.

Luigi V. Ferdinandi
Luigi V. Ferdinandi
Principal

Swiss Re Corporate Solutions America Insurance Corporation

[Signature]
Susan L. Small Attorney-In-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT TROBEC, KATHLEEN M. IRELAN, IAN J. DONALD, JEFFREY A. CHANDLER, ALAN P. CHANDLER, SUSAN L. SMALL, T.J. GRIFFIN, JOHN L. BUDDE,
STEVEN K. BRANDON, TERENCE J. GRIFFIN, TERRI L. YOUNG, PATRICK E. WILLIAMS, WENDY LEE HINGSON and BRYAN FORMSA

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of July, 2022.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



MEMORANDUM

Police Department

DATE: July 6, 2022

TO: Thomas M. Markus, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Contract Lane Painting - Appropriation and Budget Amendment for Fiscal Year 2021-2022 Major Street Funds

INTRODUCTION:

The City refreshes latex based pavement markings on City streets twice per year – during the fall and spring. The City entered into a contract in 2019 with Hart Pavement Striping Corporation to complete all handwork pavement markings consisting of crosswalks, parking spaces, legends and markings. The contract was good for one year, but also contained a two-year extension clause that allowed the vendor and the City to extend the contract on a yearly basis for up to two years if both parties agreed. For the past two years, Hart Pavement Striping Corporation and the City have extended the contract, which expired on June 30, 2022.

During the course of the past three years, the City has periodically added additional work not included in the handwork contract with Hart Pavement Striping Corporation related to City projects. As a result of all the extra work that had been added over the course of the contract (3 years in total), the total cost of refreshing all the work increased \$14,400.00 for the 2021-2022 fiscal year.

BACKGROUND:

As indicated above, over the past three years, the City has added additional work not included in the handwork contract. Hart Pavement Striping Corporation accomplished all work that needed to be completed. All of the work added to the contract was below the financial threshold requiring City Commission approval. This work included the following:

1. Adding a crosswalk on Maple Rd. between Edenborough and St. Andrews (2019).
2. Re-designing/painting (40) Americans with Disabilities Act (ADA) parking spaces to become compliant with ADA requirements (2020). City entered into a federal consent decree to continue to improve all ADA spaces to become completely compliant within five (5) years.
3. Adding a crosswalk at Lincoln/Henrietta (2020).

4. Refreshing paint areas of the "South Eton Bicycle Lane Temporary Project" that needed immediate attention as identified by staff (2021). NOTE: This was not an overall refresh of the painting of the entire project, only specific minor refreshes in areas that were in very poor condition (2020).
5. Expanding or widening fifty (50) crosswalks to meet the new City standard for crosswalk size as requested by the City (2021).

Additionally, the added work required also meant that the supplies needed to complete the extra work (paint, glass beading, fuel) also needed to be added to the contract amount.

LEGAL REVIEW:

On September 16, 2019, the City awarded Hart Pavement Striping Corporation a contract for the fall of 2019 and spring of 2020 for \$107,000. The contract was extended per the terms of contract for 2020-2021 and 2021-2022. The spring portion of the contract in 2021-2022 was for \$64,000.00. As a result of the additional work added to the contract by the City as listed above, the amount of work and associated costs to refresh all handwork pavement markings went up \$14,400.00.

The City Attorney reviewed this information contained within this report. The City Attorney believes the City has an obligation to compensate Hart Pavement Striping Corporation for the additional work and costs associated with the work that was added at the request of the City.

FISCAL IMPACT:

Annual maintenance of pavement markings is identified in the Major Streets contract lane painting budget (account # 202-303.001-937.0200). Hart Pavement Markings Co. is seeking an additional \$14,400.00 for the additional refresh work and supplies needed for the 2021-2022 fiscal year.

SUMMARY:

Hart Pavement Striping Corporation has been providing handwork pavement marking services for the City since 2003. As a result of added handwork pavement marking work by the City over the course of the last three years, Hart Pavement Striping Corporation is requesting additional payment of \$14,400.00 over the contract amount of \$64,000.00 to cover the costs associated with that work for the 2021-2022 contract year. This will be a onetime expenditure. The contract expired on June 30, 2022 and a new pavement markings request for proposal (RFP) has been issued for the 2022-2023 fiscal year.

ATTACHMENTS:

1. Hart Paving Striping Corporation Invoice # 20829 in the amount of \$78,400.00

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve the increased payment of \$14,400.00 with Hart Pavement Striping Corporation over the contracted amount for \$64,000.00 for additional handwork pavement services conducted in the 2021-2022 fiscal year. Further, to approve the appropriations and budget amendment to the fiscal year 2021-2022 budget as follows:

Major Street Funds

Revenues:

Draw from fund balance #202-303.001-937.0200	<u>\$14,400.00</u>
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Total Revenue Adjustment	\$14,400.00
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Expenditures:

Contract Lane Painting #202-303.001-937.0200	<u>\$14,400.00</u>
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Total Expenditures Adjustment	\$14,400.00
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Hart Pavement Striping Corp.

P. O. Box 300998
 Waterford, MI 48330
 (248) 673-3503
 Fax (248) 673-3438

Invoice

Date	Invoice #
6/30/2022	20829

City of Birmingham
 Police Department (#1501)
 151 Martin
 Birmingham, Michigan 48009

Ship To

Vendor#: 003938
 Requisitioned by GMoody@bhamgov.org
 ADDITIONAL PAVEMENT
 MARKING ADJUSTMENTS N

P.O. No.	Terms	Due Date	Rep
113937	Due on receipt	6/30/2022	DDH

Item	Qty	Description	Rate	Amount
Bid Striping		Striping per Bid, Work performed per Bid-spring 2022	64,000.00	64,000.00
Bid		Work performed below are additional items added during the contract period, Hart Pavement performed this contract year. Also, due to other contractors work, there were more crosswalks added at Oak, Grant, Bowers and Webster, bike and other stenciling, etc we did not charge for.	0.00	0.00
Bid Striping		Striping per Bid, To stripe the relocation changes as needed for ADA parking including #1,2,3,4,4,5,6,8,9,10,11, 18,19,29,21,22,23,24,25,26,27,28,29, 30, 31, 35,44.	1,500.00	1,500.00
Bid Striping		Striping per Bid, Bid-To add a crosswalk on Lincoln at Henrietta, east side of the intersection only	500.00	500.00
Bid Striping		Striping per Bid, (2) three lane stop bars and 17 block crosswalk at Doyle and Maple	1,000.00	1,000.00
Bid Striping		Striping per Bid, 180 Pierce, 856 N. Old Woodward, 17, 36, 37,38, 40, 41, 42, 45, 46, 16	1,500.00	1,500.00

Total**Payments/Credits****Balance Due**

Phone #

248-673-3219

Hart Pavement Striping Corp.

P. O. Box 300998
 Waterford, MI 48330
 (248) 673-3503
 Fax (248) 673-3438

Invoice

Date	Invoice #
6/30/2022	20829

City of Birmingham
 Police Department (#1501)
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 ADDITIONAL PAVEMENT
 MARKING ADJUSTMENTS N

P.O. No.	Terms	Due Date	Rep
113937	Due on receipt	6/30/2022	DDH

Item	Qty	Description	Rate	Amount
Bid Striping		Striping per Bid, Eton Work performed per Bid-restripe yellow dash line, the two interior white solid edge lines and the diagonal lines within the 2 white edge lines.	1,000.00	1,000.00
Bid Striping		Striping per Bid. crosswalk on Brown Road. Also test 4 crosswalks at Martin and Hennrietta, we striped ever since.	1,500.00	1,500.00
Bid Striping		Striping per Bid, crosswalk widen project- 46 crosswalks \$4600.00	4,600.00	4,600.00
Additional Wo...		Prices have gone up largely the last 12 months. The additional cost added to Hart Pavement Striping for just the items added to the contract over the last 3 years done this spring.	2,800.00	2,800.00
		Michigan Sales Tax	6.00%	0.00

Total		\$78,400.00
Payments/Credits		\$0.00
Balance Due		\$78,400.00

Phone #

248-673-3219



MEMORANDUM

IT Department

DATE: 7/25/2022

TO: Tom Markus, City Manager

FROM: Eric Brunk, IT Manager

SUBJECT: Palo Alto Firewall Refresh

Introduction:

The Palo Alto firewall we currently use for network security is reaching end of life for the hardware and while still functional, needs to be replaced as the support for the existing hardware is being phased out. This equipment is our first line of defense for our network and helps to keep our network and computer systems virus free.

Background:

The Palo Alto firewall was purchased and installed in 2016 and has served the City well as the first line of defense. We have performed yearly renewals of the software, licensing and support for the hardware which has allowed for continuous updates to the firewall to keep up with the latest infected websites, internet hacks, as well as virus and malware attack attempts. We are looking to replace the existing hardware with a comparable unit as it is reaching end of life. We would like to continue to use Palo Alto hardware for our firewall as a number of other security initiatives and components we have implemented in the network have integrations with their hardware. We have worked with Palo Alto and Amerinet (our vendor of record) to find an acceptable replacement to the existing equipment, and have been provided the quotes from Amerinet for the hardware and a 3-year support and subscription bundle at the cost of \$31,461.00 as well as a 1-year subscription for the Cortex XDR Pro / Data lake integration at a cost of \$41,478.06. These 2 components will put our network security back on the leading edge of firewall technology.

Legal Review:

The City Attorney has reviewed the documents and agreements and has no objections.

Fiscal impact:

Palo Alto has worked with Amerinet (our vendor of record) to put together bundled pricing for the replacement of the existing hardware and 3 years of Support and Subscription Licenses as well as pricing for the Cortex / Data Lake Integration using National IPA technology solutions governmental pricing schedule.

Money was budgeted for the replacement of Palo Alto hardware, support and subscription licenses in the IT computer hardware fund, and the Cortex XDR Pro / Data Lake integration in the computer maintenance Fund.

Summary:

The IT department would like to purchase the Palo Alto Firewall replacement, security subscriptions, support License, and the Cortex XDR Pro / Data Lake Integration for the Firewall from Amerinet using the National IPA technology solutions pricing schedule.

SUGGESTED RESOLUTION:

Make a motion adopting a resolution to authorize the IT department to purchase the Palo Alto Firewall hardware and 3-year security subscription and support License bundle, the purchase price not to exceed \$31,461.00, from funds available in the IT machinery and equipment fund account # 636-228.000-971.0100;

AND

Make a motion adopting a resolution to authorize the IT department to purchase the Cortex XDR Pro / Data Lake Integration for the Firewall, the purchase price not to exceed \$41,478.06, from funds available in the IT computer maintenance fund account # 636-228.000-933.0600.

END USER AGREEMENT

THIS AGREEMENT GOVERNS THE USE OF PALO ALTO NETWORKS PRODUCTS INCLUDING SOFTWARE-AS-A-SERVICE, CLOUD-DELIVERED SECURITY SERVICES, HARDWARE AND SOFTWARE. PRODUCT BRANDS INCLUDE, BUT ARE NOT LIMITED TO, CORTEX, PRISMA, AND STRATA.

THIS IS A LEGAL AGREEMENT BETWEEN YOU (REFERRED TO HEREIN AS “CUSTOMER”, “END USER”, “YOU” or “YOUR”) AND (A) PALO ALTO NETWORKS, INC. AND ITS AFFILIATES, 3000 TANNERY WAY, SANTA CLARA, CALIFORNIA 95054, UNITED STATES, IF YOU ARE LOCATED IN NORTH OR LATIN AMERICA; (B) PALO ALTO NETWORKS (NETHERLANDS) B.V. AND ITS AFFILIATES, OVAL TOWER, DE ENTRÉE 99-197, 5TH FLOOR, 1101 HE AMSTERDAM, IF YOU ARE LOCATED OUTSIDE NORTH OR LATIN AMERICA; OR (C) PALO ALTO NETWORKS PUBLIC SECTOR LLC, IF YOU ARE A UNITED STATES FEDERAL GOVERNMENT ENTITY OR ORGANIZATION (“PALO ALTO NETWORKS”).

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING PALO ALTO NETWORKS PRODUCTS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE BOUND TO THIS AGREEMENT. IF YOU DO NOT ACCEPT ALL ITS TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCT. THIS AGREEMENT GOVERNS YOUR USE OF PALO ALTO NETWORKS PRODUCTS HOWEVER THEY WERE ACQUIRED INCLUDING WITHOUT LIMITATION THROUGH AN AUTHORIZED DISTRIBUTOR, RESELLER, ONLINE APP STORE, OR MARKETPLACE. MAINTENANCE AND SUPPORT SERVICES ARE GOVERNED BY THE END USER SUPPORT AGREEMENT FOUND AT www.paloaltonetworks.com/legal/eusa WHICH IS HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

If you use a Product for proof of concept, trial, evaluation or other similar purpose (“Evaluations”), you may do so for 30 days only unless Palo Alto Networks issues an extension. Palo Alto Networks reserves the right to terminate Evaluations at any time. Upon expiration or termination of the Evaluation, you shall cease using the Product(s) provided for Evaluation and must return any Evaluation Hardware to Palo Alto Networks in the same condition as when first received, except for reasonable wear and tear. For Evaluations and products provided pursuant to a Product Donation Agreement, only sections 1, 2, 3, 7, 9, 10, and 11 of this Agreement shall apply, as well as section 6 for products provided pursuant to a Product Donation Agreement, and PALO ALTO NETWORKS DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

1. DEFINITIONS

“**Affiliate**” means any entity that Controls, is Controlled by, or is under common Control with Customer or Palo Alto Networks, as applicable, where “Control” means having the power, directly or indirectly, to direct or cause the direction of the management and policies of the entity, whether through ownership of voting securities, by contract or otherwise.

“**End User Data**” means data that is provided by or on behalf of You to Palo Alto Networks during the relationship governed by this Agreement. For the avoidance of doubt, End User Data does not include Systems Data.

“**Enterprise Program**” means a volume licensing arrangement, valid for a specified term, during which End User may access certain Software, Subscriptions, and/or related technical support.

“**Hardware**” means hardware-based products listed on Palo Alto Networks’ then-current price list or supplied by Palo Alto Networks regardless of whether a fee is charged for such hardware.

“**Product**” means, collectively, Hardware, Software, Subscription, or any combination thereof, regardless of whether or not the Product was procured under an Enterprise Program.

“**Published Specifications**” mean the applicable user manual, the WildFire Acceptable Use Policy found at <https://www.paloaltonetworks.com/resources/datasheets/wildfire-acceptable-use-policy>, the applicable Service Level Agreement found at <https://www.paloaltonetworks.com/services/support/support-policies.html>, and other corresponding materials published by Palo Alto Networks that are customarily made available to End Users of the applicable Product.

“**Software**” means any software embedded in Hardware and any standalone software that is provided without Hardware, including updates, regardless of whether a fee is charged for the use of such software.

“**Subscription**” means Software-as-a-Service and cloud-delivered security services, including updates, provided by Palo Alto Networks including, but not limited to, Cortex, Prisma, Threat Prevention, Advanced URL Filtering, WildFire, regardless of

whether a fee is charged for its use. Technical support, customer success plans, and professional services are not considered Subscriptions under this Agreement.

“Systems Data” means data generated and/or collected in connection with Your use of the Products, such as logs, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, aggregated data, netflow data, copies of potentially malicious files detected by the Product, and derivatives thereof.

2. USE AND RESTRICTIONS

a. Software Use Grant

This section 2a applies to Software only. Subject to your compliance with this Agreement, Palo Alto Networks grants you a limited, non-exclusive right to use the Software:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the scope of the license purchased (e.g., number of users);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights in the Software are expressly reserved by Palo Alto Networks.

b. Access to Subscriptions

This section 2b applies to Subscriptions only. During the term of the Subscriptions purchased, Palo Alto Networks will use commercially reasonable efforts to make them available 24 hours a day, 7 days a week except for published downtime or any unavailability caused by circumstances beyond our control including, but not limited to, a force majeure event described in section 11g below. Palo Alto Networks grants you a non-exclusive right to access and use the Subscriptions:

- i. in accordance with Published Specifications for the Product;
- ii. solely within the usage capacity purchased (e.g., number of workloads);
- iii. solely for your internal use, unless agreed otherwise in a separate written contract with Palo Alto Networks; and
- iv. through your third-party contractor providing IT services solely for your benefit, subject to their compliance with this Agreement.

All other rights to the Subscriptions are expressly reserved by Palo Alto Networks.

c. Use Restrictions

You shall not:

- i. Use any Product that is procured under a Lab or NFR (not for resale) SKU in a production environment.
- ii. Use the Products beyond the scope of the license and/or capacity purchased;
- iii. Modify, translate, adapt or create derivative works from the Products, in whole or in part;
- iv. disassemble, decompile, reverse engineer or otherwise attempt to derive the source code, methodology, analysis, or results of the Products, in whole or in part, unless expressly permitted by applicable law in the jurisdiction of use despite this prohibition;
- v. Remove, modify, or conceal any product identification, copyright, proprietary or intellectual property notices or other such marks on or within the Product;
- vi. Disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that you (or a third-party contracted by you) run on the Products, in whole or in part;
- vii. Transfer, sublicense, or assign your rights under this Agreement to any other person or entity except as expressly provided in section 2d below, unless expressly authorized by Palo Alto Networks in writing;
- viii. Sell, resell, sublicense, assign, or otherwise transfer the Products or any rights or interests in the Products to any third party except in accordance with the express terms herein. Products purchased from unauthorized resellers or other unauthorized entities shall be subject to the [Palo Alto Networks license transfer procedure \(https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html\)](https://www.paloaltonetworks.com/support/support-policies/secondary-market-policy.html);
- ix. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Palo Alto Networks in writing;
- x. Duplicate the Software, its methodology, analysis, or results unless specifically permitted in accordance with Published Specifications for such Software or for the specific purpose of making a reasonable number of archival or backup copies, and provided in both cases that you reproduce in the copies the copyright and other proprietary notices or markings that appear on the original copy of the Software as delivered to you;
- xi. Use the Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights;

- xii. Use the Subscriptions in any manner not authorized by the Published Specifications for the Product;
- xiii. Interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the Subscriptions, their related systems or networks, or any third-party data contained therein; or
- xiv. Provide access to or otherwise make the Products or the functionality of the Products available to any third party through any means, including without limitation, by uploading the Software to a network or file-sharing service or through any hosting, managed services provider, service bureau or other type of service unless specifically permitted by the Published Specifications or agreed otherwise in a separate managed services agreement with Palo Alto Networks.

d. Affiliates

If you purchase Product for use by your Affiliate, you shall:

- i. provide the Affiliate with a copy of this Agreement;
- ii. ensure that the Affiliate complies with this Agreement;
- iii. be responsible and liable for any breach of this Agreement by such Affiliate; and
- iv. where applicable, be responsible and liable for any local law that imposes any tariffs, fees, penalties, or fines arising from your Affiliates' use of the Product in such jurisdictions.

e. Authentication Credentials

You shall keep accounts and authentication credentials providing access to Products secure and confidential. You must notify Palo Alto Networks without undue delay about any misuse of your accounts or authentication credentials.

3. OWNERSHIP

Palo Alto Networks and its suppliers retain all rights to intellectual and intangible property relating to the Product, including but not limited to copyrights, patents, trade secret rights, and trademarks and any other intellectual property rights therein unless otherwise indicated. You shall not delete or alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Product. To the extent you provide any suggestions or comments related to the Products, Palo Alto Networks shall have the right to retain and use any such suggestions or comments in current or future products or subscriptions, without your approval or compensation to you.

4. PAYMENT AND TAXES

(Sub-sections 4(a) and 4(b) do not apply to you if you purchased Product from an authorized distributor or reseller)

a. Fees

Applicable fees will be set forth on the website or based on a quotation at the time of purchase or in the applicable invoice. Note, however, that fees which are payable in advance for volume or capacity usage (e.g., number of accounts, credits, endpoints, devices, points, seats, terabytes of data, tokens, users, workloads, etc.) must be reconciled with actual usage at the end of each month or applicable service period. Palo Alto Networks reserves the right to perform true-up reconciliation and charge for any usage above the volume or capacity purchased. You will issue a purchase order to Palo Alto Networks and once accepted by Palo Alto Networks, all purchase orders shall be non-cancellable, non-refundable, and non-returnable. Unless you have chosen monthly billing (if available), fees will be due net thirty (30) days from invoice date. All sums due and payable that remain unpaid after any applicable cure period herein will accrue interest at the highest rate permissible by applicable law. Palo Alto Networks reserves the right to assign its right to receive payments hereunder to a third party with notice but without your consent. For purposes of such assignment, such third party shall be considered a third-party beneficiary of the payment obligation under this Agreement. All fees are non-refundable unless otherwise specified.

b. Taxes

Prices quoted are exclusive of all sales, use, value-added, goods and services, withholding and other taxes or duties. You will pay or self-assess all taxes and duties assessed in connection with this Agreement and its performance, except for taxes payable on Palo Alto Networks' net income. To the extent that any amounts payable by you are subject to withholding taxes, the amount payable shall be grossed up such that the amount paid to Palo Alto Networks net of withholding taxes equals the amount invoiced by Palo Alto Networks. If you pay any withholding taxes based on payments made by you to Palo Alto Networks hereunder, you will furnish Palo Alto Networks with written documentation of all such tax payments, including receipts and other customary documentation, to demonstrate to the relevant tax authorities that you have paid such taxes. If applicable, you shall also provide Palo Alto Networks with appropriate VAT/GST registration numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any tax or duties. You agree to indemnify Palo Alto Networks from liabilities, damage, costs, fees and expenses, arising out of or

resulting from any third-party claims based on or otherwise attributable to your breach of this section 4b. If you are located in Australia, the terms in this section 4 shall be binding between you and Palo Alto Networks (Australia) Pty Ltd.

c. Third- Party Payments

Palo Alto Networks may at its discretion terminate or suspend your access to or use of Software or Subscriptions if you are in default with any payment obligations concerning the Product due to Palo Alto Networks, an Affiliate of Palo Alto Networks, or an authorized distributor or reseller or any third-party finance company that financed the Product on your behalf.

5. TERM; TERMINATION; AND EFFECT OF TERMINATION

This Agreement is effective until terminated or, as applicable, in accordance with the term of your Software term or Subscription. Palo Alto Networks may terminate this Agreement at any time in the event you breach any material term, including but not limited to use restrictions set forth herein or in applicable Published Specifications, and fail to cure such breach within thirty (30) days following notice. Upon termination, you shall immediately cease using the Product. Palo Alto Networks reserves the right to terminate or suspend Customer's access to or use of Software or Subscriptions if Palo Alto Networks reasonably believes that Customer is using the services in manner or for a purpose that is likely to cause harm to Palo Alto Networks or a third party.

6. WARRANTY, EXCLUSIONS AND DISCLAIMERS

a. Warranty

Palo Alto Networks warrants that:

- i. Hardware shall be free from defects in material and workmanship for one (1) year from the date of shipment;
- ii. Software shall substantially conform to Palo Alto Networks' Published Specifications for three (3) months from fulfillment; and
- iii. Subscriptions shall perform materially to Published Specifications for the entire duration of the selected term.

As your sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for breach of warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Hardware or correct the Software or the Subscriptions, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein, if any. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are returned to Palo Alto Networks and replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for your or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair or upon termination, whether under warranty or not. You will pay the shipping costs for return of Products to Palo Alto Networks. Palo Alto Networks will pay the shipping costs for repaired or replaced Products back to you.

b. Exclusions

The warranty set forth above shall not apply if the failure of the Product results from or is otherwise attributable to:

- i. repair, maintenance or modification of the Product by persons other than Palo Alto Networks or its designee;
- ii. accident, negligence, abuse or misuse of a Product;
- iii. use of the Product other than in accordance with Published Specifications;
- iv. improper installation or site preparation or your failure to comply with environmental and storage requirements set forth in the Published Specifications including, without limitation, temperature or humidity ranges; or
- v. causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage.

c. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS ARE PROVIDED "AS IS". PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. PALO ALTO NETWORKS DOES NOT WARRANT THAT (I) THE PRODUCTS WILL MEET YOUR REQUIREMENTS, (II) THE USE OF PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (III) THE PRODUCTS WILL PROTECT AGAINST ALL POSSIBLE THREATS WHETHER KNOWN OR UNKNOWN.

7. LIMITATION OF LIABILITY

a. Disclaimer of Indirect Damages

To the fullest extent permitted by applicable law, in no event shall either party or Palo Alto Networks' suppliers be liable for any special, indirect, incidental, punitive, exemplary or consequential damages of any kind (including but not limited to loss

of business, data, profits, or use or for the cost of procuring substitute products, services or other goods), arising out of or relating to the Products to which this Agreement relates, regardless of the theory of liability and whether or not each party was advised of the possibility of such damage or loss.

b. Direct Damages

To the fullest extent permitted by applicable law, in no event shall the total liability of either party or Palo Alto Networks' suppliers, from all claims or causes of action and under all theories of liability arising out of or relating to the Products to which this Agreement relates, exceed the greater of one million United States dollars or the total amount you paid for the entire term of the Subscription or Enterprise Program on which the claim is based. The foregoing limitation in this section 8b shall not apply to liability arising from:

- i. death or bodily injury;
- ii. sections 2 (Use and Restrictions) and 8 (Indemnification); and
- iii. Customer's payment obligations for the Product and related services, if any.

8. INDEMNIFICATION

a. Indemnification and Procedure

Palo Alto Networks will defend, at its expense, any third-party action or suit against you alleging that a Product infringes or misappropriates such third party's patent, copyright, trademark, or trade secret (a "**Claim**"), and Palo Alto Networks will pay damages awarded in final judgment against you or agreed to in settlement by Palo Alto Networks to the extent attributable to any such Claim; provided that you (i) promptly notify Palo Alto Networks in writing of the Claim; (ii) give Palo Alto Networks sole control of the defense and settlement of the Claim; and (iii) reasonably cooperate with Palo Alto Networks' requests for assistance with the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that you enter into without Palo Alto Networks' prior written consent.

b. Remedy

If a Product becomes, or in Palo Alto Networks' opinion is likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense:

- i. procure the right for you to continue using the Product;
- ii. replace or modify the Product to avoid the Claim; or
- iii. if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product and grant you credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date you received such Product or, for Subscriptions, grant you credit for the portion of the Subscription paid but not used.

c. Exceptions

Palo Alto Networks' obligations under this section 8 shall not apply to the extent any Claim results from or is based on:

- i. modifications to a Product made by a party other than Palo Alto Networks or its designee;
- ii. the combination, operation, or use of a Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred but for such combination, operation or use;
- iii. failure to use (1) the most recent version or release of a Product, or (2) an equally compatible and functionally equivalent, non-infringing version of a Product supplied by Palo Alto Networks to address such Claim;
- iv. Palo Alto Networks' compliance with your explicit or written designs, specifications or instructions; or
- v. use of a Product not in accordance with Published Specifications.

THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY THIRD-PARTY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

9. CONFIDENTIALITY

"**Confidential Information**" means the non-public information that is exchanged between the parties, provided that such information is identified as confidential at the time of initial disclosure by the disclosing party ("**Discloser**"), or disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("**Recipient**"). Confidential Information does not include Systems Data. Confidential Information also does not include information that Recipient can prove by credible evidence:

- i. Was in the public domain at the time it was communicated to Recipient;
- ii. Entered the public domain subsequent to the time it was communicated to Recipient through no fault of Recipient;
- iii. Was in Recipient's possession free of any obligation of confidentiality at the time it was communicated to Recipient;

- iv. Was disclosed to Recipient free of any obligation of confidentiality; or
- v. Was developed by Recipient without use of or reference to Discloser's Confidential Information.

Each party will not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and will not disclose such Confidential Information to any third party, except to those of its employees and subcontractors who need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to use and disclosure restrictions that are at least as protective as those set forth herein. Recipient shall maintain the confidentiality of Discloser's Confidential Information using the same effort that it ordinarily uses with respect to its own confidential information of similar nature and importance, but no less than reasonable care. The foregoing obligations will not restrict Recipient from disclosing Discloser's Confidential Information:

- a. Pursuant to an order issued by a court, administrative agency, or other governmental body, provided that the Recipient gives reasonable notice to Discloser to enable it to contest such order;
- b. On a confidential basis to its legal or professional financial advisors; or
- c. As required under applicable securities regulations.

The foregoing obligations of each Party shall continue for the period terminating three (3) years from the date on which the Confidential Information is last disclosed, or the date of termination of this Agreement, whichever is later.

10. END USER DATA AND DATA PROTECTION

Palo Alto Networks will process End User Data solely for the purposes of fulfilling its obligations under the terms of this Agreement. To the extent Palo Alto Networks processes personal data, as defined by applicable data protection laws, such personal data will be processed in accordance with the [Data Processing Agreement](#), which is incorporated by reference herein.

11. GENERAL

a. Assignment

Neither party may assign or transfer this Agreement or any obligation herein without the prior written consent of the other party, except that, upon written notice, Palo Alto Networks may assign or transfer this Agreement or any obligation herein to its Affiliate, or an entity acquiring all or substantially all assets of Palo Alto Networks, whether by acquisition of assets or shares, or by merger or consolidation without your consent. Any attempt to assign or transfer this Agreement (except as permitted under the terms herein) shall be null and of no effect. For purposes of this Agreement, a change of Control will be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

b. Auditing End User Compliance

You shall retain records pertaining to Product usage. You grant to Palo Alto Networks and its independent advisors the right to examine such records no more than once in any twelve-month period solely to verify compliance with this Agreement. In the event such audit reveals non-compliance with this Agreement, you shall promptly pay the appropriate license fees, plus reasonable audit costs, as determined by Palo Alto Networks.

c. Authorization Codes; Grace Periods

Where applicable, you will be able to download Software via the server network located closest to you. Your Product may require an authorization code to activate or access Subscriptions and support. The authorization codes will be issued at the time of order fulfillment. The Subscription, warranty or support term will commence in accordance with the grace period policy at <https://www.paloaltonetworks.com/support/support-policies/grace-period.html>

d. Compliance with Laws; Export Control

You shall comply with all applicable laws in connection with your activities arising from this Agreement. You further agree that you will not engage in any illegal activity and you acknowledge that Palo Alto Networks reserves the right to notify you or appropriate law enforcement in the event of such illegal activity. Both parties shall comply with the U.S. Export Administration Regulations, and any other applicable export laws, restrictions, and regulations to ensure that the Product and any technical data related thereto is not exported or re-exported directly or indirectly in violation of or used for any purposes prohibited by such laws and regulations.

e. Cumulative Remedies

Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies will be without prejudice to any other remedies under this Agreement or otherwise.

f. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements, understanding and communications between them with respect to the subject matter hereof. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and shall be deemed null and of no effect.

g. Force Majeure

Palo Alto Networks shall not be responsible for any cessation, interruption, or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, availability of network and telecommunications services or other similar events beyond its reasonable control.

h. Governing Law

If you are located in North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the state of California, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the state or federal courts located in Santa Clara county, California. If you are located outside North or Latin America, this Agreement shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively before the District Court of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

i. Headings

The headings, including section titles, are given solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this document or any of its provisions.

j. Notices

All notices shall be in writing and delivered by overnight delivery service or by certified mail sent to the address published on the respective parties' websites or the address specified on the relevant order document (attention: Legal Department), and in each instance will be deemed given upon receipt.

k. Open Source Software

The Products may contain or be provided with components subject to the terms and conditions of open source software licenses ("**Open Source Software**"). A list of Open Source Software can be found at <https://www.paloaltonetworks.com/documentation/oss-listings/oss-listings.html>. These Open Source Software license terms are consistent with the license granted in section 2 (Use and Restrictions) and may contain additional rights benefiting you. Palo Alto Networks represents and warrants that the Product, when used in conformance with this Agreement, does not include Open Source Software that restricts your ability to use the Product nor requires you to disclose, license, or make available at no charge any material proprietary source code that embodies any of your intellectual property rights.

l. Reciprocal Waiver of Claims Related to United States SAFETY Act

Where a Qualified Anti-terrorism Technology (the "**QATT**") has been deployed in defense against, response to or recovery from an "act of terrorism" as that term is defined under the SAFETY Act, Palo Alto Networks and End User agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

m. Marketing

Customer hereby grants to Palo Alto Networks the right to use Customer's name, logo and related marks in marketing and sales materials and communications solely to identify Customer as a Palo Alto Networks customer. Other than as expressly stated herein, neither party shall use the other party's name, logo or trademarks without the prior written permission of the other party.

n. Survival

Sections regarding license restrictions, ownership, term and termination, U.S. Government End Users, limitations of liability, governing law, and this General section shall survive termination of this Agreement.

o. U.S. Government End Users

This section applies to United States Government end users only and does not apply to any other end users. The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively; as such terms are used in FAR 12.212 and DFARS 227.7202. If the Software and its documentation are being

acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation shall be as specified in this Agreement. If any term or condition set forth in this Agreement:

- i. allows for the automatic termination of the Government's license rights or maintenance of services;
- ii. allows for the automatic renewal of services and/or fees;
- iii. allows for the Government to pay audit costs; and/or
- iv. requires the governing law to be anything other than Federal law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the Government.

Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. Department of Justice as identified in 28 U.S.C. Section 516. Finally, to the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term and condition shall not apply to the U.S. Government, but shall continue to apply to prime contractors and subcontractors of the government.

p. Waiver and Severability

The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

q. WildFire: U.S. Government

Where End User is a U.S. Government contractor using or accessing WildFire: U.S. Government malware prevention service, End User certifies that now and so long as it uses or accesses WildFire: U.S. Government service:

- v. Only U.S. citizens will be permitted to access WildFire: U.S. Government for administration and configuration;
- vi. End User holds an active contract or subcontract with the U.S. Federal Government and has a need to exchange e-mail, documents and other forms of communication with the U.S. Federal Government under a contract or subcontract;
- vii. End User shall cease using or accessing WildFire: U.S. Government when it no longer has an active contract or subcontract with the U.S. Federal Government; and
- viii. End User will abide by the confidentiality provisions contained within this Agreement.



Birmingham City of | Palo Alto | Refresh of HA PA3020 with PA460 3 Year

To:	From:
Eric Brunk	Keith Shoultz
City of Birmingham	AmeriNet
151 Martin Street	1241 S. Maple Rd.
Birmingham, MI 48012	Ann Arbor, MI 48103
248.530.1885	Phone: 734-995-1233
ebrunk@bhamgov.org	kshoultz@amerinet.com

Summary

Total Amount:	\$31,461.00	Quote ID:	QUO-18994-D7J6S8
Shipping Method:		Date:	7/13/2022
Payment Terms:			

Details

Product ID	Product	Quantity	Price	Sub Total
PAN-PA-460	Palo Alto Networks PA-460	2	\$3,427.50	\$6,855.00
PAN-PA-460-BND-ENT-3YR	PA-460, Enterprise Subscription Bundle Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security, SD-WAN, IOT Security and SaaS Security Inline , 3 years 36 months term	2	\$9,588.00	\$19,176.00
PAN-SVC-PREM-460-3YR	PA-460, Premium support, 3 years 36 months , term.	2	\$2,490.00	\$4,980.00
PAN-PA-400-RACKTRAY	Rack mountable tray for up to two PA-400s and 4 power adapters for a 4 post rack mount	1	\$200.00	\$200.00
PAN-PWR-50W-AC	50W AC power adapter for PA-440, PA-450 and PA-460	2	\$125.00	\$250.00
Total				\$31,461.00

Thank you for the opportunity to quote these products. Please note: Prices quoted are valid for 30 days. Applicable taxes and shipping charges are additional. Returns or cancellation of order(s) may be subject to a fee. We look forward to helping you in the future.



Birmingham City of | Palo Alto | Cortex XDR w/NTA and Host Insights 1 Year

To:	From:
Eric Brunk	Keith Shoultz
City of Birmingham	AmeriNet
151 Martin Street	1241 S. Maple Rd.
Birmingham, MI 48012	Ann Arbor, MI 48103
248.530.1885	Phone: 734-995-1233
ebrunk@bhamgov.org	kshoultz@amerinet.com

Summary

Total Amount:	\$41,478.06	Quote ID:	QUO-18998-C6V1J3
Shipping Method:		Date:	7/13/2022
Payment Terms:			

Details

Product ID	Product	Quantity	Price	Sub Total
PAN-XDR-ADV-EP	Cortex XDR Pro for 1 endpoint, includes 30 days of data retention and standard success	208	\$45.82	\$9,530.56
PAN-XDR-ADV-1TB	Cortex XDR Pro for 1 TB, includes 1TB of Cortex Data Lake and standard success	5	\$6,077.50	\$30,387.50
PAN-XDR-HOST-INST	Host Insights add-on for Cortex XDR	208	\$7.50	\$1,560.00
Total				\$41,478.06

Thank you for the opportunity to quote these products. Please note: Prices quoted are valid for 30 days. Applicable taxes and shipping charges are additional. Returns or cancellation of order(s) may be subject to a fee. We look forward to helping you in the future.



MEMORANDUM

Police Department

DATE: July 19, 2022

TO: Thomas M. Markus, City Manager

FROM: Chris Koch, Investigative Commander

SUBJECT: Bus Bar, LLC Requests a transfer of membership in the Class C and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area located at 2159 E. Lincoln, Birmingham, Oakland County, MI from 50% Keith Crain Jr. to 50% RPJP Holdings, LLC, with the other 50% remaining with Curt Catallo Trust.

INTRODUCTION:

The police department has received a request from the Law Offices of Adkison, Need, Allen, and Rentrop for a transfer of membership Bus Bar, LLC. On October 28, 2019, the City Commission approved the final site plan, Special Land Use Permit (SLUP) and liquor license for Bus Bar, LLC. Since June 21, 2021, the Michigan Liquor Control Commission has the Bus Bar, LLC license in escrow.

Bus Bar, LLC is a Class C and SDM liquor licensed entity with Sunday Sales (AM and PM) permit and Outdoor Service Area to be located at 2159 E. Lincoln, Birmingham, Oakland County, MI 48009. Bus Bar, LLC proposed doing business as Lincoln Yard ("Lincoln Yard") and Little Yard ("Little Yard"). Bus Bar, LLC has paid the initial fee of \$1500.00 for a business that serves alcoholic beverages for consumption on the premises per section 7.33 of the Birmingham City Code. Bus Bar, LLC is comprised of two members:

<u>Members</u>	<u>Membership</u>
Curt Catallo Trust	50%
Keith Crain Jr.	50%

Keith Crain Jr. is selling his 50% membership's interest in Bus Bar, LLC to RPJP Holdings, LLC. RPJP Holdings, LLC will become a shared member with (50%). Upon completion of the membership transfer, membership of Bus Bar, LLC will be:

<u>Member</u>	<u>Membership</u>
Curt Catallo Trust	50%
RPJP Holding, LLC	50%

Chapter 10 (Alcoholic Liquors), Section 42 of the Birmingham City Code requires that “any and all transfers of a liquor license for consumption of intoxicating liquor on premises require the approval of the City Commission of any kind including, but not limited to: ownership of the license; stock in a corporation that owns a license; interest in a license through any entity; or location of the licensed premises.” In this case, the interest in the license through an entity is the reason this issue is coming before the City Commission.

BACKGROUND:

RPJP Holdings, LLC is owned jointly by members Roger Penske Jr. and Jennifer Penske (husband and wife). The funds for this acquisition will be derived from additional financing with First Hawaiian Bank and permit the Bus Bar, LLC to borrow up to nine million dollars (\$9,000,000.00) on a revolving loan. The police department verified sufficient funds for this distribution with the credit agreement between Bus Bar, LLC and First Hawaiian Bank. There are no planned changes to the hours of operation, capacity or layout of the previously approved applicant application (no change to SLUP).

A background check was conducted on Roger Penske Jr and Jennifer Penske using the Law Enforcement Information Network (LEIN), the Court’s Law Enforcement Management Information System (CLEMIS), the Middle Atlantic-Great Lakes Organized Crime Law Enforcement Network (MAGLOCLN) and the FBI N-DEX national database. No negative information was uncovered.

LEGAL REVIEW:

The City Attorney has reviewed the change in the owner membership and is satisfied that there is no change to the SLUP and a new SLUP does not need to be created pursuant to 7.37 of the Zoning Ordinance, Sec. D.

“D. Once a permit for a special land use has been granted as to any parcel of land, no change in that use may be made nor may any addition to or change in the building or improvements on the parcel of land take place until a new request for approval has been filed with the City Commission and the City Commission has approved the request for change. Administrative approval for minor building exterior changes or site improvements may be permitted by the City Planner as provided in Section 7.25 and Section 7.14. In instances where a change in the special land use permit would also require Site Plan Review under Section 7.14, such Site Plan Review shall be accomplished in accordance with the provisions Section 7.34.”

FISCAL IMPACT:

\$1,500.00 liquor license application fee received.

PUBLIC COMMUNICATIONS:

None

ATTACHMENTS:

None

SUMMARY:

Bus Bar, LLC is requesting a transfer 50% of its membership interest. Bus Bar, LLC holds the Class C and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area located at 2159 E. Lincoln, Birmingham, Oakland County, MI and is requesting that the 50% membership interest owned by Keith Crain Jr, be transferred to RPJP Holdings, such that Bus bar, LLC will be owned 50% by Curt Catallo Trust and 50% by RPJP Holdings, LLC. RPJP Holdings, LLC is made up of two applicants, Roger Penske Jr and Jennifer Penske. Both Roger Penske Jr. and Jennifer have successfully completed the police background check. There is no change to the current SLUP in place for Bus Bar, LLC. The police department has not uncovered any information that would give cause to deny the applicant's request.

SUGGESTED COMMISSION ACTION:

- A. Make a motion adopting a resolution to authorize the City Clerk to complete the Local Approval Notice at the request of Bus Bar, LLC to approve the request of Bus Bar, LLC to transfer the membership in Bus Bar, LLC which holds the Class C and SDM License with Sunday Sales (AM and PM) and Outdoor Service Area located at 2159 E. Lincoln, Birmingham, Oakland County, MI from 50% Keith Crain Jr to 50% RPJP Holdings, LLC and the other 50% remain with Curt Catallo Trust.



MEMORANDUM

Planning Division

DATE: July 25, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing to amend Article 4, Section 4.30, Open Space Standards, to add language to permit accessibility ramps in the required open space.

INTRODUCTION:

Article 4, Section 4.30(C) outlines projections into the required open space for all commercial, mixed-use and residential properties in the City. This issue arose during a recent permit review for an accessible ramp at a residence in Birmingham. After a review by the City Attorney, Building Official and Planning Director, the City saw an opportunity to expand the ordinance language to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

BACKGROUND:

On [April 13, 2022](#), the Planning Board reviewed proposed ordinance amendments to Article 4, Section 4.30 of the Zoning Ordinance. The Planning Board requested a minor addition to the language and moved to hold a public hearing to make a formal recommendation to the City Commission.

On [May 11, 2022](#), the Planning Board held a public hearing and moved to recommend approval of the proposed language to the City Commission.

LEGAL REVIEW:

The City Attorney has reviewed the pending ordinance before the Commission and recommends adoption with two (2) additions. A municipality is required to reasonably accommodate disabled persons by modifying its zoning policies, practices and ordinances, and may not intentionally discriminate against disabled persons. Discrimination means any activity, law, ordinance or policy that diminishes the disabled person's ability to enjoy their home to the equal extent of those persons that are not disabled. As a reasonable modification, we recommend amending the Zoning Ordinance at Article 4, Section 4.30 C.7. in order to allow those with disabilities to enter into the front of their home by accessible ramps and structures that are to be permitted to project into the front and rear open spaces that allow uninhibited access to their home. Based upon additional research and review, municipalities may require that the accessible ramps and structures that are granted to accommodate disabilities be removed after no longer necessary. The Zoning

Administrator may require the disabled person to apply for a permit to erect an accessory structure, which is consistent with the erection of other accessory structures to homes not involving a disabled person. However, that would be a one (1) time permit, just as all accessory structure permits are one (1) application, and review to assure compliance with the Residential Building Code. Municipalities though, may require that the alteration or accessible ramp or structure be removed after the disabled person vacates the property. The municipality may not, pursuant to the ADA, require the person to demonstrate or prove their mental or physical impairment that substantially limits a major life function or activity.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for proposed Zoning Ordinance amendments, a legal ad was placed in a newspaper of local circulation to advertise the proposed amendments to the Zoning Ordinance in advance of the May 11, 2022 public hearing at the Planning Board. A second legal ad was placed in a newspaper of local circulation to advertise the public hearing at the City Commission meeting on July 11, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider ordinance amendments to Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

ATTACHMENTS:

- Proposed Ordinance Language

SUGGESTED COMMISSION ACTION:

Make a motion adopting an ordinance to amend Article 4, Section 4.30 of the Zoning Ordinance to include provisions for accessible ramps that do not unintentionally inhibit persons in need as it relates to open space restrictions.

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.30, OPEN SPACE STANDARDS, TO ADD LANGUAGE TO PERMIT ACCESSIBILITY RAMPS IN THE REQUIRED OPEN SPACE.

Article 4, Section 4.30 – Open Space Standards

This Open Space Standards section applies to the following districts:



The following open space standards apply:

- A. Minimum Open Space: The minimum open space shall be as per each two-page layout in Article 2.
- B. Maximum Lot Coverage: The maximum lot coverage shall be as per each two-page layout in Article 2.
- C. Projections into Required Open Space: Projections into the open spaces required by each two-page layout in Article 2, shall be permitted as follows:
 - 1. An unenclosed, covered or uncovered, concrete, masonry or wooden porch, deck and/or steps may project into a front open space for a maximum distance of 10 feet. The floor of a porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required front set- back to less than 10 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
 - 2. Roof overhangs, cornices, eaves, gutters, lintels, planter boxes, chimneys, bay windows and similar projections may extend or project into a required open space

not more than 2 inches for each 1 foot of width of such required open space provided that such extensions may not project more than 2 feet into the front or rear open space, except as provided elsewhere in this Article.

3. Patios, terraces, porches or decks may not project into the required side open space except that steps leading to an entrance, patio, terrace, porch or deck may project into the required side open space. Such steps shall project not more than 3 inches for each 1 foot width of such required open space up to a maximum of 3 feet. Where the side open space is required by this chapter for parking or driveway purposes, the projection shall not reduce the drivable or usable area for those purposes to less than 7 feet in width.
4. Basement window wells may project into the required side open space and rear open space a maximum of 3 feet measured to the inside of the well opening. Basement window well structures may not project more than 8 inches above grade, excluding the height of an approved guard rail. Basement window wells that project into the required side open space or rear open space shall not exceed 6 feet in width and must be covered at grade with a suitable covering capable of sustaining the weight of not less than 500 pounds or be enclosed with a guard rail in accordance with the current applicable edition of the Michigan Residential Building Code or the Michigan Building Code.
5. A porch, deck and/or steps may project into a rear open space for a maximum distance of 15 feet. The floor of said porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required rear setback to less than 15 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
6. When no exterior staircase exists for an accessory structure, a bonus of 75 square feet of area is permitted in the accessory structure if used for an interior fixed and stationary staircase.
7. Accessible ramps and structures are permitted to project into the front and rear open space the minimum distance and width required to accommodate the ramp or structure per the residential building code and to allow uninhibited access to a dwelling unit.
 - a. A permit application is required, without an associated fee, to erect an accessible ramp or structure into the front or rear open space to ensure

that the ramp or structure is erected in accordance with the Residential Building Code.

- b. It is required that the accessible ramp or structure which has been erected, be removed after the disabled person no longer needs the accommodation, or vacates the property, whichever occurs first.

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2022 and that a summary was published _____, 2022.

Alexandria D. Bingham, City Clerk

CITY OF BIRMINGHAM

ORDINANCE NO. _____

THE CITY OF BIRMINGHAM ORDAINS:

AN ORDINANCE TO AMEND CHAPTER 126, ZONING, OF THE CODE OF THE CITY OF BIRMINGHAM:

TO AMEND ARTICLE 4, SECTION 4.30, OPEN SPACE STANDARDS, TO ADD LANGUAGE TO PERMIT ACCESSIBILITY RAMPS IN THE REQUIRED OPEN SPACE.

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 - 2. Roof overhangs, cornices, eaves, gutters, lintels, planter boxes, chimneys, bay windows and similar projections may extend or project into a required open space not more than 2 inches for each 1 foot of width of such required open space

provided that such extensions may not project more than 2 feet into the front or rear open space, except as provided elsewhere in this Article.

3. Patios, terraces, porches or decks may not project into the required side open space except that steps leading to an entrance, patio, terrace, porch or deck may project into the required side open space. Such steps shall project not more than 3 inches for each 1 foot width of such required open space up to a maximum of 3 feet. Where the side open space is required by this chapter for parking or driveway purposes, the projection shall not reduce the drivable or usable area for those purposes to less than 7 feet in width.
4. Basement window wells may project into the required side open space and rear open space a maximum of 3 feet measured to the inside of the well opening. Basement window well structures may not project more than 8 inches above grade, excluding the height of an approved guard rail. Basement window wells that project into the required side open space or rear open space shall not exceed 6 feet in width and must be covered at grade with a suitable covering capable of sustaining the weight of not less than 500 pounds or be enclosed with a guard rail in accordance with the current applicable edition of the Michigan Residential Building Code or the Michigan Building Code.
5. A porch, deck and/or steps may project into a rear open space for a maximum distance of 15 feet. The floor of said porch, deck or top step shall not be higher than the floor of the first story. This provision shall not reduce the required rear setback to less than 15 feet. Said porches and decks shall not project into the required side open space, except as provided elsewhere in this Article. Said porches and decks shall be restricted to 1 story in height.
6. When no exterior staircase exists for an accessory structure, a bonus of 75 square feet of area is permitted in the accessory structure if used for an interior fixed and stationary staircase.
7. Accessible ramps and structures are permitted to project into the front and rear open space the minimum distance and width required to accommodate the ramp or structure per the residential building code and to allow uninhibited access to a dwelling unit.
 - a. A permit application is required, without an associated fee, to erect an accessible ramp or structure into the front or rear open space to ensure that the ramp or structure is erected in accordance with the Residential Building Code.

- b. It is required that the accessible ramp or structure which has been erected, be removed after the disabled person no longer needs the accommodation, or vacates the property, whichever occurs first.

ORDAINED this _____ day of _____, 2022 to become effective 7 days after publication.

Therese Longe, Mayor

Alexandria D. Bingham, City Clerk

I, Alexandria D. Bingham, City Clerk of the City of Birmingham, do hereby certify that the foregoing ordinance was passed by the Commission of the City of Birmingham, Michigan at a regular meeting held _____, 2022 and that a summary was published _____, 2022.

Alexandria D. Bingham, City Clerk



MEMORANDUM

Planning Division

DATE: July 25, 2022

TO: Thomas M. Markus, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 220 Merrill – 220 Restaurant – Review for Compliance – Special Land Use Permit

INTRODUCTION:

The applicant was recently approved for changes to their outdoor dining plan that involved a new platform in the Merrill St. right-of-way and some minor modifications to the existing patio on private property.

BACKGROUND:

On May 9, 2022, the City Commission moved to approve the Special Land Use Permit, Final Site Plan and Design Review application for 220 Merrill – 220 Restaurant –with the following conditions:

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

At this time, the applicant has complied with all of the conditions of approval assigned by the City Commission, with the exception of the tree grate installation, which has not been completed at this time. City Staff will continue to monitor the installation progress until the public hearing on July 25, 2022.

Over the last 2.5 months, City Staff have performed numerous inspections of the site and outdoor dining facilities to assess compliance with the Special Land Use Permit and Site Plans as approved by the City Commission. The site plan issues observed were minor in nature (umbrella encroachment, portable sign placement) and were immediately resolved by 220 Restaurant. The clear pedestrian walking path has been maintained, a fire extinguisher was installed per a Fire Department request, and the outdoor dining fixtures and furnishings have remained as they were approved.

LEGAL REVIEW:

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

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the July 25, 2022 City Commission meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property.

SUMMARY:

The Planning Division requests that the City Commission review the Special Land Use Permit for 220 Merrill – 220 Restaurant.

ATTACHMENTS:

Please find attached the following documents for your review:

- Site/Design Plans
- Code Enforcement Inspection History
- City Commission Minutes – May 9, 2022

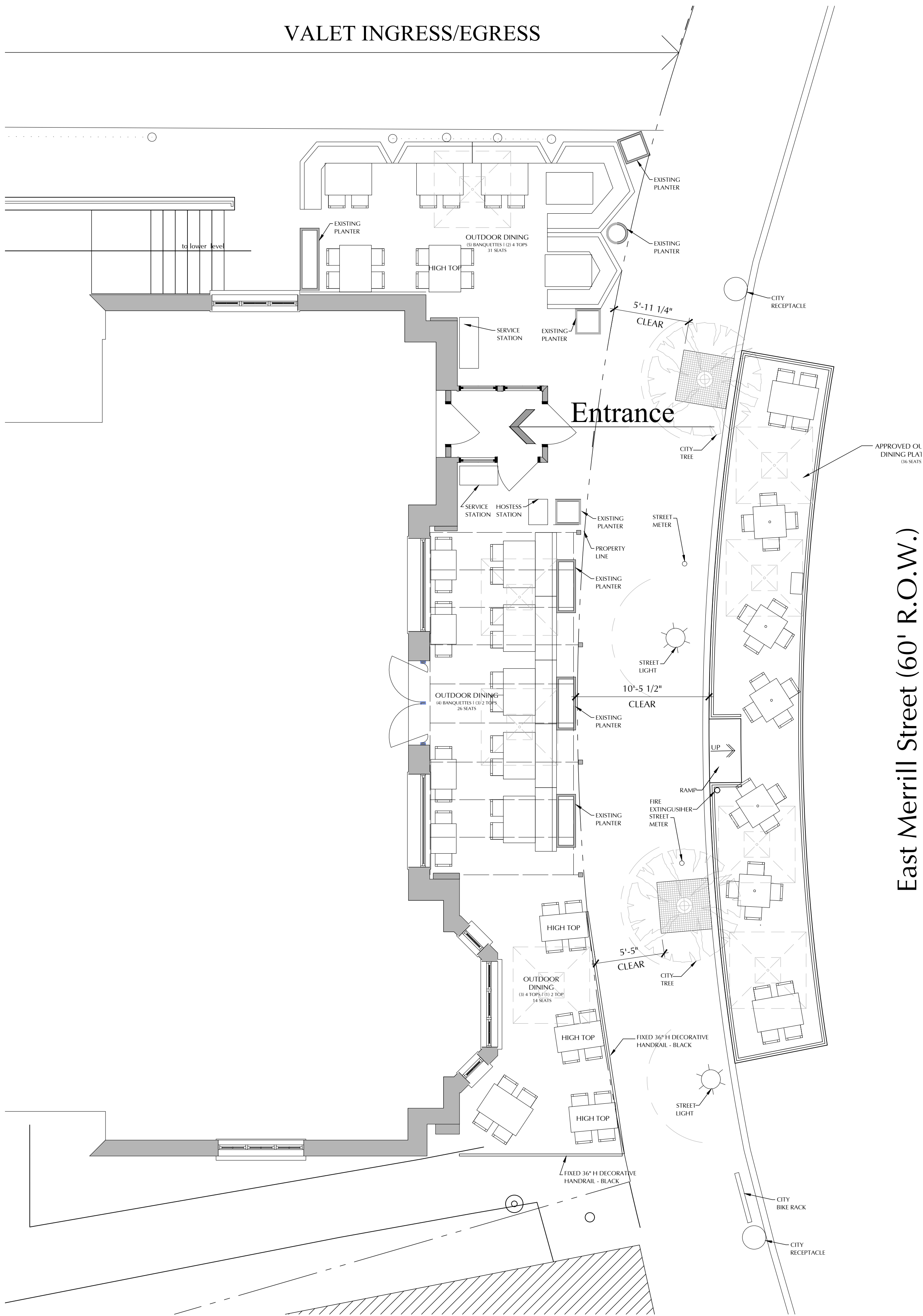
SUGGESTED COMMISSION ACTION:

Due to the unfinished installation of the tree grates, City Staff has provided the following recommendations based on the status of the installation at the time of the public hearing:

Make a motion adopting a resolution to continue the public hearing until August 15, 2022, to allow the applicant to complete the installation of the tree grates.

OR

Based on the observed compliance of 220 Restaurant with the terms and conditions of their Special Land Use Permit, the City Commission recommends that the Special Land Use Permit for 220 Restaurant remain in place with the terms and conditions previously approved, removing the last condition to reappear before the City Commission in July, 2022.



Existing Outdoor Dining Plan - Update

EXISTING OUTDOOR DINING - UPDATE

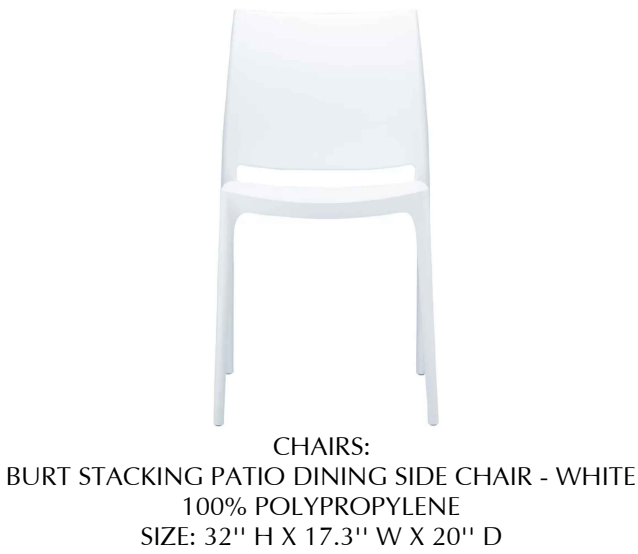


SEATS
CUSTOM BANQUETTE SEATING
35" (H) WITH 14" (D) SEATS
WOOD PAINTED BLUE
BANQUETTES SIZES VARY

TABLES
FAUX CARRARA MARBLE TOP- 4-TOP
BLACK BASE
30"W X 44"L X 35"H

FAUX CARRARA MARBLE TOP- 2-TOP
BLACK BASE
24"W X 28"L X 35"H

FAUX CARRARA MARBLE TOP- HIGH TOP
BLACK BASE
24"W X 44"L X 42"H



CHAIRS:
BURT STACKING PATIO DINING SIDE CHAIR - WHITE
100% POLYPROPYLENE
SIZE: 32" H X 17.3" W X 20" D

OUTDOOR SEAT COUNT:

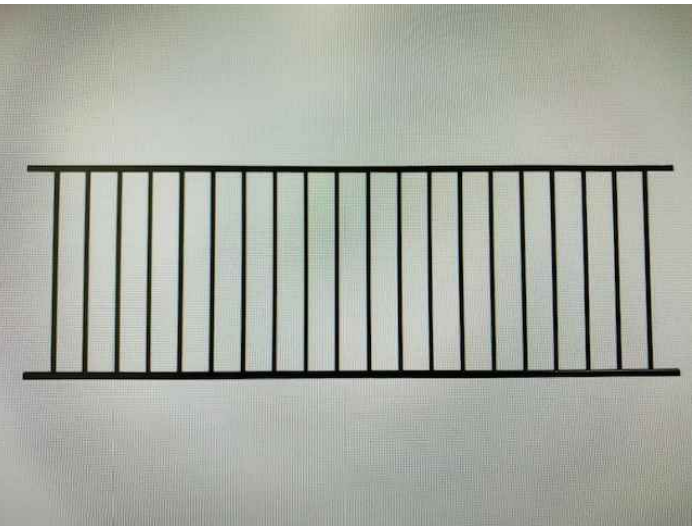
TABLE TYPE	No. of Tables	No. of Seats
2- TOP TABLE (LOW TOP)	4	8 Seats
4-TOP TABLE (HIGH TOP)	4	16 Seats
4-TOP TABLE (LOW TOP)	2	8 Seats
BANQUETTE	10	43 Seats
TOTAL	20	75 Seats
PATIO		
4-TOP TABLE	7	28 Seats

APPROVED OUTDOOR DINING PLATFORM



UMBRELLA:
VEUVE CLIQUOT - YELLOW AND WHITE STRIPES

PATIO:
10"H RAISED - GREEN TURF



HANDRAIL:
36"H DECORATIVE METAL - BLACK



TABLES:
LAINE METAL 4 - PERSON DINING TABLE - WHITE
SIZE: 28.75" H X 35.5" L X 35.5" W



CHAIRS:
BURT STACKING PATIO DINING SIDE CHAIR - PINK
100% POLYPROPYLENE
SIZE: 32" H X 17.3" W X 20" D



WASTE RECEPTACLES
STAINLESS STEEL RECTANGULAR WASTE RECEPTACLE
WITH PLASTIC TOP
SIZE: 11"D X 20"W X 29" H

Site Plan ComplaintEnforcement | E22-1453

Property Information

08-19-36-202-017 220 E MERRILL ST Subdivision:
Birmingham MI, 48009 Lot: Block:

Name Information

Owner: 220 PARK PLACE LLC Phone:
Occupant: 220 RESTAURANT HOSPITALITY LLC Phone: (248) 645 7777
Filer: Phone:

Enforcement Information

Date Filed: 05/16/2022 Date Closed: 05/30/2022 Status: NO VIOLATION
Complaint:
 Monitor business for outdoor dining violations
Last Action Date: Last Inspection: 06/27/2022
Last Action:

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/27/2022 Completed: 06/27/2022

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/23/2022 Completed: 06/23/2022

Comments:

NOTE Writer drove by on Thursday afternoon 6/23/22. the hostess stand was on restaurant property, however patrons were blocking the sidewalk while waiting to speak with the hostess.

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/23/2022 Completed: 06/08/2022

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/17/2022 Completed: 06/17/2022

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/16/2022 Completed: 06/16/2022

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/15/2022 Completed: 06/15/2022

Follow Up Inspection | Doug Manigold

Status: Completed Result: No Violation
Scheduled: 06/13/2022 Completed: 06/10/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	06/09/2022	Completed:	06/09/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	06/03/2022	Completed:	06/03/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	06/02/2022	Completed:	06/02/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	06/01/2022	Completed:	06/01/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/30/2022	Completed:	05/30/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/27/2022	Completed:	05/27/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/25/2022	Completed:	05/25/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/23/2022	Completed:	05/23/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/20/2022	Completed:	05/20/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/19/2022	Completed:	05/19/2022

Follow Up Inspection Doug Manigold			
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Status:	Completed	Result:	No Violation
Scheduled:	05/18/2022	Completed:	05/18/2022

Status:	Completed	Result:	No Violation
Scheduled:	05/16/2022	Completed:	05/16/2022

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

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

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

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

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

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

PD Dupuis presented the item. He clarified:

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

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

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

Public Comment

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

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

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

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

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

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

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

In reply to Commission inquiry, Mr. Elia continued:

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

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

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

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

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

Commissioner Baller stated:

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

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

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

Commissioner McLain said:

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

Commissioner Schafer noted that:

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

MPT Boutros said:

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

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

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

MOTION: Motion by Commissioner McLain, seconded by Commissioner Schafer:
To approve the Special Land Use Permit Amendment, Final Site Plan and Design Review application for 220 Merrill – 220 Restaurant – to allow the addition of a new outdoor dining platform in the Merrill St. right-of-way with the following conditions:

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

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

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

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

Nays, Commissioner Haig

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

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

CM Markus summarized the request from the applicant.

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

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

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



MEMORANDUM

Planning Division

DATE: July 25, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 1160 Grant Street – Ortiz Educare – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a child care center at 1160 Grant Street. Child care centers in the B1 – Neighborhood Business zone require a Special Land Use Permit.

BACKGROUND:

Article 9, Section 9.02 of the Zoning Ordinance defines child care centers as the following:

A facility, other than a private residence, where child care is provided for periods of fewer than 24 hours a day, for more than 2 consecutive weeks per year, for 1 or more children whose parents/guardians are not immediately available. Child care centers include public or private preschools, nursery schools, parent cooperative preschools, full-day child care centers and drop in centers and must be licensed by the state.

The subject property contains a single story brick commercial building with three tenant spaces. There are currently two tenants in the building, a laundromat and a dry cleaners. The applicant is applying to occupy the northernmost tenant space which is 1900 square feet to be used a child care center. Only minor changes to the subject site are being proposed which include lighting and landscaping. The applicant will be able to obtain a child care center license from the state after approval from the City Commission.

On June 8th, 2022, The Planning Board motioned to recommend approval of the Special Land Use Permit, Final Site Plan and Design Review application for 1160 Grant Street – Ortiz Educare - with the following conditions:

1. The applicant submit a Photometric Plan indicating all lighting requirements for the parking lot circulation area have been met; and,
2. The applicant provide details relating to the size and materials of the sign to be administratively approved by staff.

The applicant has continued to work with staff on providing proper information regarding the required photometric plan for the new proposed lights that satisfy the City's full cut-off standards.

LEGAL REVIEW:

The City Attorney has reviewed the request and has no concerns as to form or content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for a Special Land Use Permit and Final Site Plan Review, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the June 8th, 2022 Planning Board meeting, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission on July 25th, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit, Final Site Plan and Design Review application for 1160 Grant St. – Ortiz Educare.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Site/Design Plans
- Planning Board Report

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 1160 Grant St. – Ortiz Educare with the following condition:

1. The applicant provide a photometric plan indicating all lighting requirements for the parking lot circulation area have been met.

Ortiz Educare
1160 Grant St.
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application was filed in April 2022 for approval of a new child care center in the B1 – Neighborhood Business zone;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of Grant Street, south of Lincoln Avenue;

WHEREAS, The land is zoned B1 – Neighborhood Business, which permits the operation of child care centers with a Special Land Use Permit;

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

WHEREAS, The Planning Board on June 8th, 2022 reviewed the application for a Special Land Use Permit, Final Site Plan and Design Review and recommended approval to the City Commission for the proposed child care center with the following conditions:

1. The applicant submit a photometric plan indication all lighting requirements for the parking lot circulation area have been met; and,
2. The applicant provide details relating to the size and materials of the sign to be administratively approved by staff.

WHEREAS, The Birmingham City Commission has reviewed Ortiz Educare's Special Land Use Permit application and the standards for such review as set forth in Article 7, section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Ortiz Educare's application for a Special Land Use Permit, Final Site Plan and Design Review at 1160 Grant St. is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Ortiz Educare shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Ortiz Educare and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in

effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Ortiz Educare to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE FURTHER RESOLVED that Ortiz Educare is recommended for the operation of a child care center, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 25th, 2022.

Alexandria Bingham
City Clerk

**CONTRACT FOR A SPECIAL LAND USE PERMIT
FOR 1160 GRANT STREET – ORTIZ EDUCARE, LLC**

This Contract is entered into this 18th day of July, 2022 by and between ORTIZ EDUCARE, LLC (ORTIZ EDUCARE), whose address is 2459 Buckingham Ave, Birmingham, MI 48009 (Licensee), WOODMILL OF BIRMINGHAM, LLC, whose address is Woodmill of Birmingham, PO Box 2224, Birmingham, MI 48012 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S:

WHEREAS, A Special Land Use Permit application was filed in April 2022 for approval of a new child care center in the B1 – Neighborhood Business zone;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of Grant Street, south of Lincoln Avenue;

WHEREAS, The land is zoned B1- Neighborhood Business, which permits the operation of child care centers with a Special Land Use Permit;

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

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to ORTIZ EDUCARE, LLC (ORTIZ EDUCARE) for the issuance of a Special Land Use Permit for a child care center in accordance with Chapter 126, Article 2, Section 2.27(C)(2)(c).

NOW, THEREFORE, the parties agree as follows:

1. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the child care center may be made unless approved by the City Commission through a Special Land Use Permit Amendment. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.
2. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.
3. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Birmingham City Commission to revoke the Special Land Use Permit which would prohibit Licensee from operating the child care center. Licensee agrees that in addition to the City of Birmingham's right to seek revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

4. To the fullest extent permitted by law, Licensee and Property Owner and any entity or person for whom Licensee and the Property Owner is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of an establishment at the Property.
5. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.
6. Any disputes arising under this Contract shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee and Property Owner shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.
7. This Contract shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan.
8. If any provision of this contract is declared invalid, illegal or unenforceable, such provision shall be severed from this contract and all other provisions shall remain in full force and effect.
9. The City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:
 - a. ORTIZ EDUCARE, LLC (ORTIZ EDUCARE) shall abide by all provisions of the Birmingham City Code; and
 - b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest; and
10. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.
11. Except as herein specifically provided, ORTIZ EDUCARE, LLC (ORTIZ EDUCARE) and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended.

Failure of ORTIZ EDUCARE, LLC (ORTIZ EDUCARE) to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

12. ORTIZ EDUCARE, LLC (ORTIZ EDUCARE) is recommended for the operation of a child care center, subject to final inspection.

13. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM, the Property Owner and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

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

Amy Ortiz (Licensee)
By: Amy Ortiz
Its: Licensee
Date: 7/18/2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18th day of July, 2022, before me personally appeared Amy Ortiz, who acknowledged that with authority on behalf of Ortiz Educare to do so he/she signed this Agreement.

Angelo E Arabo
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 10.26.25

ANGELO E ARABO
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
MY COMMISSION EXPIRES 10/26/2025
ACTING IN OAKLAND COUNTY

GERARD SZCZEPANIAK (Property Owner)
Woodmill of Birmingham LLC
By: Gerard Szczepaniak
Its: Owner
Date: 7-18-2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18th day of July, 2022, before me personally appeared Gerard Szczepaniak, who acknowledged that with authority on behalf of _____ to do so he/she signed this Agreement.

Wingna
Notary Public
Wingna County, Michigan
Acting in Oakland County, Michigan
My commission expires: 7/21/2025

MARIA ESTEP
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires July 03, 2025
Acting in the County of Oakland

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


Nicholas Dupuis, Planning Director
(Approved as to substance)

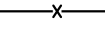
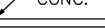
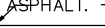
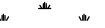
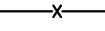
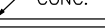
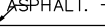
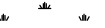
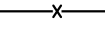
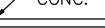
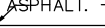
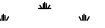
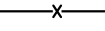
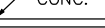
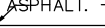
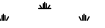
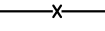
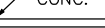
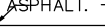
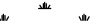

Mary M. Kucharek, City Attorney
(Approved as to form)

TAX DESCRIPTION:
(Per CITY OF BIRMINGHAM)

PARCEL ID 08-36-403-031
Land in the CITY OF BIRMINGHAM, OAKLAND County, Michigan, described as follows:

T2N, R10E, SEC 36 ASSESSOR'S PLAT NO 5 S $\frac{1}{2}$ OF LOT 13 EXC E 25 FT. ALSO LOT 14 EXC E 25 FT 7/13/84 FR 014 & 015

LEGEND

- | | | |
|---|--|---|
|  IRON FOUND
 NAIL FOUND
 NAIL & CAP SET |  BLASS PLUG
 MONUMENT FOUND
 MONUMENT SET |  SEC. CORNER FOUND
 R RECORDED
 M MEASURED
 C CALCULATED |
| EXISTING | | |
|  —OH—ELEC—W—O—X—
 —UG—C&TY—(1)—
 —UG—PHONE—(1)—
 —UG—ELEC—(1)—
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 —UG—C&TY—(1)—
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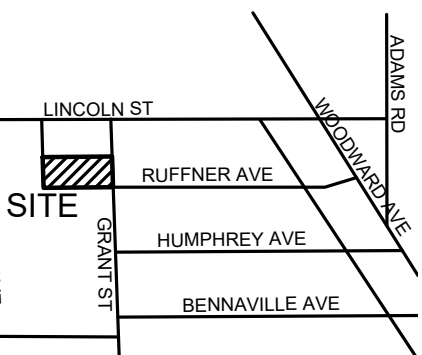


0 10 20 40

SCALE: 1" = 20'



CAUTION!!
LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT
**PORITZ EDUCARE
LLC**
60 GRANT ST
BIRMINGHAM, MI 48009

PROJECT TITLE
ORTIZ EDUCARE
60 GRANT ST
BIRMINGHAM, MI 48009

REVISIONS

ORIGINAL ISSUE DATE:
MARCH 29, 2022

DRAWING TITLE

AERIAL MAGERY PLAN

EA JOB NO.	2022-0402
M.	GB
N.	JP
ES.	N/A

DRAWING NUMBER:

C-1.1

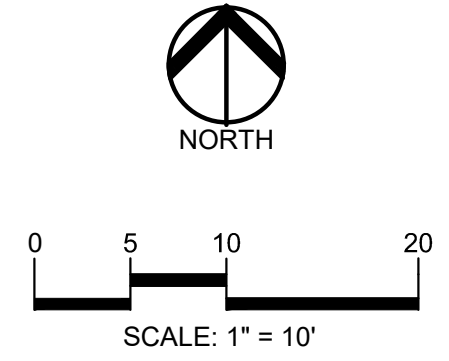
NOT FOR CONSTRUCTION

SITE DATA TABLE:	
SITE AREA: 0.489 ACRES (21,301 SF) NET	
ZONING: B1 (NEIGHBORHOOD BUSINESS)	
BUILDING INFORMATION:	
MAXIMUM ALLOWABLE BUILDING HEIGHT = 30 FT. (2 STORIES)	
BUILDING FOOTPRINT AREA = 8,405 SF.	
BUILDING LOT COVERAGE = 39.4%	
SETBACK REQUIREMENTS:	REQUIRED:
FRONT (EAST)	N/A
SIDE (NORTH)	0'
SIDE (SOUTH)	0'
REAR (WEST)	10'
PARKING REQUIRED:	
RETAIL = 1 SPACE PER 300 S.F. = 28 SPACES	
PARKING PROVIDED:	
29 (INCLUDING 1 ACCESSIBLE)	

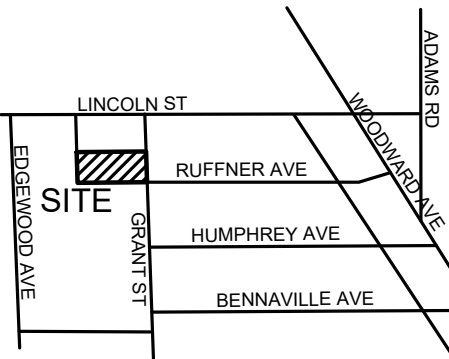
TAX DESCRIPTION:	
(Per CITY OF BIRMINGHAM)	
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Land in the CITY of BIRMINGHAM, OAKLAND County, Michigan, described as follows:	
T2N, R10E, SEC 36 ASSESSOR'S PLAT NO 5 S½ OF LOT 13 EXC E 25 FT, ALSO LOT 14 EXC E 25 FT 7/13/84 FR 014 & 015	

PEA
GROUP

t: 844.813.2949
www.peagroup.com



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT

ORTIZ EDUCARE LLC
1160 GRANT ST
BIRMINGHAM, MI 48009

PROJECT TITLE

ORTIZ EDUCARE
1160 GRANT ST
BIRMINGHAM, MI 48009

REVISIONS	
ORIGINAL ISSUE DATE:	
MARCH 29, 2022	
DRAWING TITLE	
SITE PLAN	

PEA JOB NO.	2022-0402
P.M.	GB
DN.	JP
DES.	N/A
DRAWING NUMBER:	

NOT FOR CONSTRUCTION

C-2.0



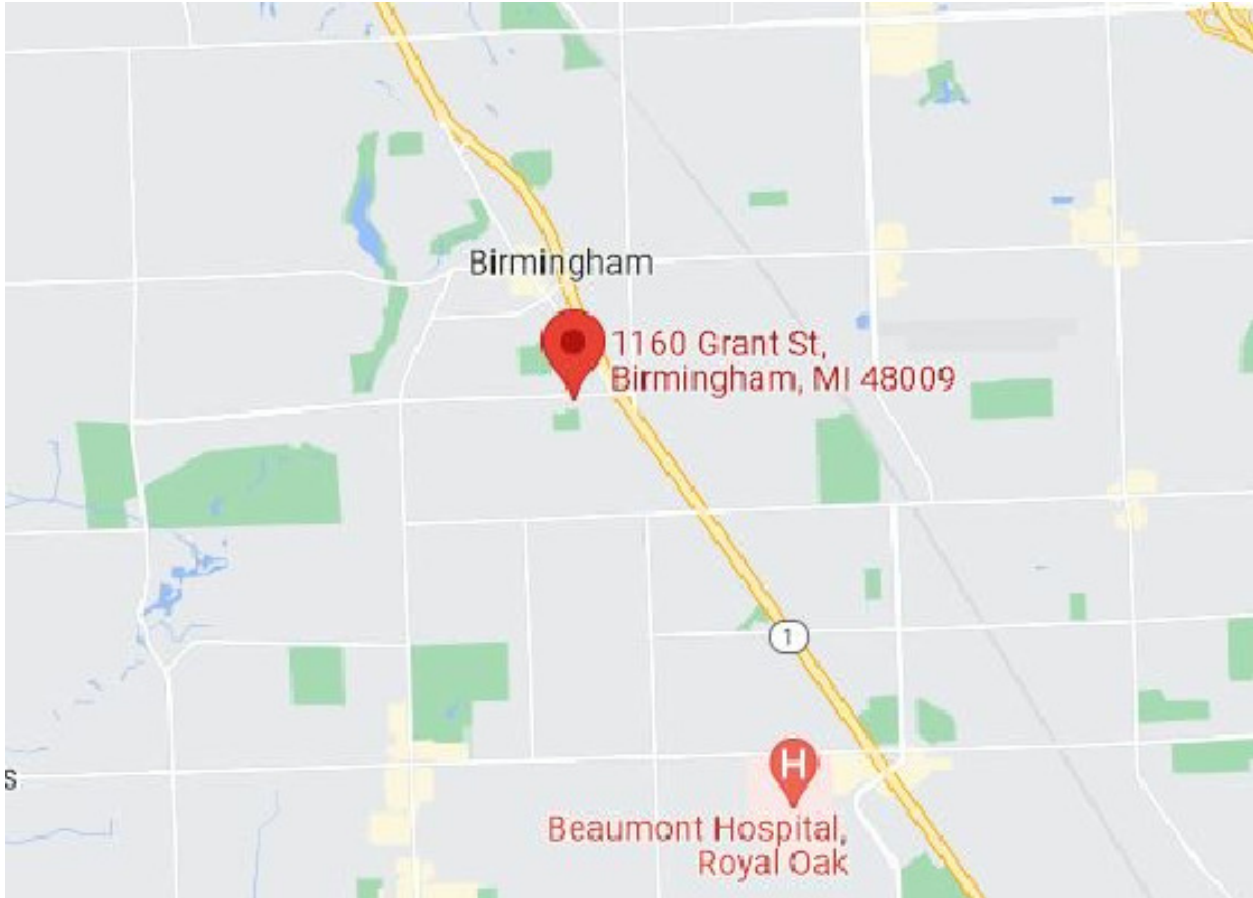
Proposed Interior Alterations for:

Ortiz Educare LLC

1160 Grant Street Birmingham, MI 48009

Client:
Ortiz Educare LLC
1160 Grant St.
Birmingham, MI 48009
(248) 709-4510
amy.ortiz17@comcast.net

Location Map:



NO SCALE

Designer:

CELLAR WERKS LLC

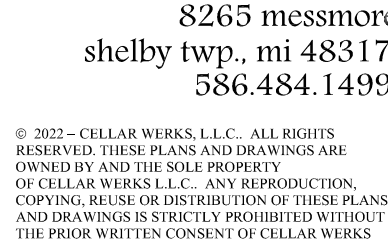
8265 Messmore Rd.
Shelby Twp., MI 48317
(586) 484-1499
noochaj@hotmail.com

Project Index:

A-1	Proposed Floor Plan Reflected Ceiling Plan Barrier Free Details
A-2	
A-3	
M-1	Sanitary Plan Mechanical Plan
M-2	
E-1	Electrical Plan

Job #: C22-107
Issue Date: March 23, 2022

Ortiz Educare



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Client:

1160 Grant St.
Birmingham, MI 48009
(248) 709-4510
amy.ortiz17@comcast.net

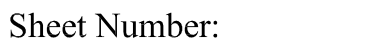
FLOOR PLAN

C22-107

JFN

G.B.

☐ preliminary
☒ construction
☐ record



INSTALL ILLUMINATED EXIT SIGNS OVER EXIT DOORS. DIRECTIONAL EXIT SIGNS MAY ALSO BE REQUIRED TO PROPERLY IDENTIFY THE PATHWAY LEADING TO THE EXIT ITSELF. ELECTRICAL CONTRACTOR SHOULD CONTACT THE FIRE MARSHAL FOR PROPER PLACEMENT OF EXIT LIGHTING UNITS.

PROVIDE EMERGENCY LIGHTING AS DESIGNATED BY THE FIRE MARSHAL TO ILLUMINATE THE EXIT ACCESS IN CASES OF A COMMERCIAL POWER OUTAGE. ELECTRICAL CONTRACTOR SHOULD CONTACT THE FIRE MARSHAL FOR PROPER PLACEMENT OF EMERGENCY LIGHTING UNITS. ADDITIONAL UNITS MAY BE NEEDED IN OFFICE AREA.

PROVIDE LOCK OPEN DEVICES ON ALL CIRCUIT BREAKERS
PROTECTING EMERGENCY LIGHT AND EXIT LIGHT CIRCUITS.

ALL DOORS TO HAVE A MAX. THRESHOLD OF 1/2" IN HT.

ALL EXIT DOORS MUST BE OPERABLE FROM INSIDE WHEN
LOCKED IN ONE MOTION WITHOUT A KEY REQUIRED.

PROVIDE 5'-0" x 6'-0" CLEAR AREA W/ MAX 1/4" PER FOOT SLOPE AWAY FROM CURBLINE (TYP. AT ALL EXPOSED JOINTS)

MAXIMUM SLOPE ON SIDEWALK RAMP IS 1:30 AND MINIMUM

WIDTH 19.9 ± 0.1

DOORS, EQUIPPED WITH A CLOSURE AND A LATCH, SHALL HAVE MANEUVERING SPACE THAT EXTENDS 12" x 48" BEYOND THE LATCH SIDE OF THE DOOR.

ALL TILE WITHIN MEANS OF EGRESS TO BE SLIP-RESISTANT

TYPE
APPROVED ABC DRY CHEMICAL OR EQUIVALENT WITH MINIMUM 2A
RATING EXTINGUISHERS TO BE COMPATIBLE WITH THE HAZARD
PROTECTED.

AMOUNT
LIGHT HAZARD: AN ADEQUATE NUMBER TO PROVIDE A MAXIMUM
NORMAL TRAVEL DISTANCE OF 75 FEET BETWEEN OR TO
EXTINGUISHERS. ORDINARY HAZARD: A MINIMUM OF TWO REQUIRED TO
PROVIDE A MAXIMUM NORMAL TRAVEL DISTANCE OF 75 FEET BETWEEN
OR TO EXTINGUISHERS.

MOUNTING:
EXTINGUISHERS SHALL BE INSTALLED ON HANGERS OR IN THE
BRACKETS SUPPLIED, OR IN APPROVED TYPE EXTINGUISHER CABIN
UNLESS THE EXTINGUISHERS ARE OF WHEELED TYPE.

EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE IN THE EVENT OF FIRE. THEY SHALL BE LOCATED ALONG NORMAL PATHS OF TRAVEL INCLUDING EXITS FROM AN AREA.

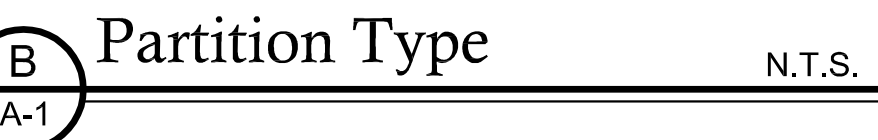
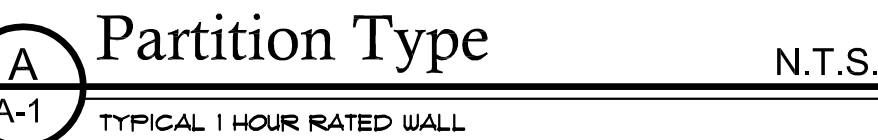
EXTINGUISHERS SHALL BE INSTALLED SO THAT THE TOP OF THE EXTINGUISHER IS NOT MORE THAN FIVE FEET ABOVE THE FLOOR.

OWNER TO PROVIDE ADDRESS IN NUMERICAL BLOCK FORM FOR EACH TENANT SPACE AND BE DISPLAYED AT THE FRONT AND REAR OF THE BUILDING. ALL NUMBERS SHALL BE VISIBLE TO OCCUPANTS OF VEHICLES ON THOROUGHFARES AND THE COLORS SHALL BE IN CONTRAST WITH THE BACKGROUND ON WHICH THEY ARE MOUNTED.

ALL GYPSUM BOARD MATERIALS AND ACCESSORIES TO CONFORM TO
TABLE 2506.2

MATERIAL	STANDARD
----------	----------

GYPSPUM SHEATHING	ASTM C79
GYPSPUM WALLBOARD	ASTM C36
JOINT REIN. TAPE & COMPOUND	ASTM C474+
NAILS FOR GYPSPUM BOARDS	ASTM C514
STEEL SCREWS	ASTM C954+
STEEL STUDS NON LOAD BEARING	ASTM C645
WATER-RESISTANT GYPSPUM BOARD BACKING	ASTM C630



LOCAL AGENCY:	151 MARTIN STREET BIRMINGHAM, MI 48009 (248) 530-1800
REFERENCE CODES:	2018 MICHIGAN BUILDING CODE WITH STATE AMENDMENTS 2018 MICHIGAN PLUMBING CODE WITH STATE AMENDMENTS 2018 MICHIGAN MECHANICAL CODE WITH STATE AMENDMENTS 2014 NATIONAL ELECTRICAL CODE WITH STATE AMENDMENTS 2018 MICHIGAN ENERGY CODE JURISDICTION 30-A 1990 AND 30-B 1975
TENANT AREA:	1300 SQ. FT. (NET)
USE GROUP (CHAPTER 3):	(E) EDUCATION
PROPOSED USE:	DAY CARE
CONSTRUCTION TYPE (CHAPTER 6):	IIIB (NON-COMBUSTIBLE STRUCTURAL)
OCCUPANT LOAD: (FEAR TABLE 1004.12):	54 OCCUPANTS
EXITS REQUIRED: (FEAR TABLE 1006.2.1):	1 EXITS
EXITS PROVIDED:	2 EXITS

TABLE 1016.1 FIRE RESISTANCE RATINGS OF EXIT CORRIDORS	
E OCCUPANCY WITHOUT FIRE SUPPRESSION SYSTEM	1 HOUR
TABLE 803.5 FIRE RESISTANCE RATINGS OF INTERIOR WALL AND CEILING FINISH	
VERTICAL EXITS AND PASSAGEWAYS	CLASS A
EXIT ACCESS CORRIDORS AND OTHER EXITS/WAYS	CLASS B
ROOMS AND ENCLOSED SPACES	CLASS C
TABLE 601: FIRE RESISTANCE RATINGS OF BUILDING ELEMENTS	
STRUCTURAL FRAME INCLUDING COLUMNS, GRIDERS, AND TRUSSES	0 HOUR
BEARING WALLS EXTERIOR LESS THAN 5' EXTERIOR GREATER THAN 30' INTERIOR	2 HOURS 2 HOURS 0 HOURS
NONBEARING WALLS EXTERIOR INTERIOR	0 HOUR 0 HOURS
FLOOR CONSTRUCTION INCLUDING SUPPORT BEAMS AND JOISTS	0 HOUR
ROOF CONSTRUCTION INCLUDING SUPPORT BEAMS AND JOISTS	0 HOUR
TABLE 1012.2: EXIT ACCESS TRAVEL DISTANCE WITHOUT SPRINKLER SYSTEM	
(E) EDUCATIONAL	200 FEET

DENOTES EXISTING WOOD STUDS w/
GYF. BRD. INTERIOR w/ 4" BRICK
VENEER EXTERIOR

DENOTES NEW 2 x 4 UD. STUDS AT 16" O
w/ 1/2" GYPSUM BRD. BOTH SIDES TO
UNDERSIDE OF CEILING

DENOTES NEW 2 x 4 UD. STUDS AT 16" O
w/ 1/2" FR. TYPE 1/4" GYF. BRD. TO
UNDERSIDE OF CEILING
(SIMILAR TO UL USOS)

DENOTES NEW 2 x 4 UD. STUDS AT 16" O
w/ 1/2" GYPSUM BRD. OUTSIDE FACE ONLY
TO UNDERSIDE OF CEILING

DENOTES EXISTING DEMISING WALL



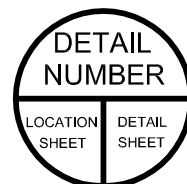
(X) SEE DOOR SCHEDULE SHEET A-2

XXX SEE ROOM SCHEDULE SHEET A-2

X SEE WINDOW SCHEDULE SHEET A-2

AN APPROVED LEGIBLE
PERMANENT OCCUPANT LOAD
SIGN IS REQUIRED IN A
CONSPICUOUS PLACE, NEAR
THE MAIN EXIT OR EXIT
ACCESS DOORWAY FROM THE
ROOM OR SPACE

Note: CONTRACTOR TO VERIFY EXISTING DIMENSIONS AND CONDITIONS AND COORDINATE STRUCTURAL WORK WITH OTHER TRADES. NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE CONTINUING WORK.



ROOM FINISH SCHEDULE							
No.	Room Name	Floor	Base	Wall	Ceiling	Cl'g Ht.	Remarks
101	EDUCARE AREA	STAINED & SEALED CONCRETE	4" VINYL BASE	GYP. BD. (PRIME & PAINT) COLORS PER OWNER	EXPOSED (PAINT COLOR PER OWNER)	10'-0" AFF.	
102	OFFICE	STAINED & SEALED CONCRETE	4" VINYL BASE	GYP. BD. (PRIME & PAINT) COLORS PER OWNER	2 x 4 LAY-IN TILE	8'-0" AFF.	
103	UTILITY	STAINED & SEALED CONCRETE	4" VINYL BASE	GYP. BD. (PRIME & PAINT) COLORS PER OWNER	2 x 4 LAY-IN TILE	8'-0" AFF.	
104	B.F. UNISEX LAV. 1	STAINED & SEALED CONCRETE	4" VINYL BASE	GYP. BD. (PRIME & PAINT) COLORS PER OWNER	2 x 4 LAY-IN TILE	8'-0" AFF.	
105	UNISEX LAVATORY 2	STAINED & SEALED CONCRETE	4" VINYL BASE	GYP. BD. (PRIME & PAINT) COLORS PER OWNER	2 x 4 LAY-IN TILE	8'-0" AFF.	
106	HALLWAY	STAINED & SEALED CONCRETE	4" VINYL BASE	GYP. BD. (PRIME & PAINT) COLORS PER OWNER	2 x 4 LAY-IN TILE	8'-0" AFF.	

1. WALL OR FLOOR STOP
2. LOCK SET
3. DOOR CLOSER
4. PUSH BUTTON LOCKSET
5. BARRIER FREE SIGNAGE AND
ELECTRIC COIL
6. STANDARD SLIDING DOOR HARDWARE
INCLUDING TRUCK, GLIDES, AND DUMPTY GLIDES
7. 18" WIDE SIDE LITE w/ 1/4" TEMP. GLASS
8. 24" WIDE SIDE LITE w/ 3/4" TEMP. GLASS
9. DEADBOLT
10. PASSAGE LOCKSET
11. DOUBLE BUNG HINGEBT
12. POCKET DOOR HARDWARE
13. LEAD LINED DOOR
14. EMERGENCY EXIT HARDWARE
15. PUSH/PULL PLATE
16. TEMPERED GLASS INSERT
17. DOORS TO REMAIN UNLOCKED
DURING HOURS OF OPERATION
18. PUSH-BAR STYLE EMERGENCY
EGRESS HARDWARE

1. ALL DOORS SHALL HAVE HANDLES, PULLS LATCHES, AND OPERATING DEVICES WHICH DO NOT REQUIRE TIGHT GRASPING, TIGHT FINGERING OR TWISTING OF THE WRIST TO OPERATE. REFER TO SECTION 8.3.4.5 OF THE HIGH BARRIER FREE DESIGN GRAPHICS
2. PRIMARY LOCKING AND LATCHING DEVICES ON DOORS SHALL BE OPERATING DEVICES WITHIN 60" AND SECONDARY LOCKING DEVICES NO HIGHER THAN 48". REFER TO SECTION 8.3.4.5.3 OF THE HIGH BARRIER FREE DESIGN GRAPHICS
3. ALL EXIT DOORS SHALL SWING IN THE DIRECTION OF EGRESS.
4. NO INTERIOR KEY LOCKS OR BOLT-TYPE LOCKING DEVICES ARE PERMITTED ON EXIT DOORS.

DOOR SCHEDULE														
Door No.	Door						Framing				Fire Rating		Remarks	
	Type	Mat.	Glass	Details			Type	Mat.	Details			Label		Hour
				Width	Height	Thick.			Jamb	Head	Sill			
01	B	H.M.	TEMP.	3'-0"	7'-0"	¾"	PROVIDED UNDER PREVIOUS CONTRACT							3, 9, 11
02	A	WOOD		3'-0"	6'-8"	¾"	1	H.M.	1	2				1, 2
03	A	WOOD		3'-0"	6'-8"	¾"	1	H.M.	1	2				1, 2
04	A	WOOD		3'-0"	6'-8"	¾"	1	H.M.	1	2				1, 4, 5
05	A	WOOD		3'-0"	6'-8"	¾"	1	H.M.	1	2				1, 4, 5
06	B	H.M.	TEMP.	3'-0"	6'-8"	¾"	2	H.M.	1	2				3, 9, 11

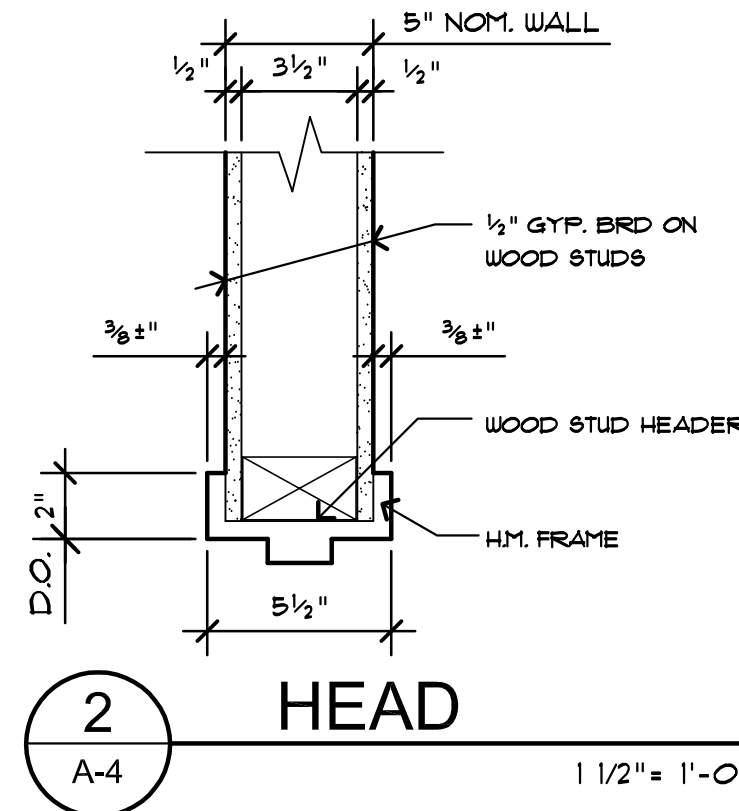


4'-0" x 4'-0"
FIXED WIN.

6'-8"

Window Type NOT TO SCALE

	24" X 48" LAY-IN ACOUSTICAL PANEL IN SUSP. METAL GRID
	SUPPLY DIFFUSERS VERIFY W/ MECH. DWG.
	RETURN AIR OR EXHAUST GRILLE VERIFY W/ MECH. DWG.
	2' X 4' SURFACE MT'D FLUORESCENT LIGHT FIXTURE
	8' X 8' 2' X 4' SURFACE MT'D FLUORESCENT LIGHT FIXTURE
	CEILING MOUNTED TRACK LIGHT SYSTEM
	CEILING MOUNTED RECESSED LIGHT FIXTURE (SIZES VARY)
	CEILING MOUNTED ELECTRIC FAN
	WALL OR CEILING MOUNTED PENDANT LIGHT FIXTURE
	EMERGENCY EXIT LIGHT W/ BATTERY BACK-UP
	EMERGENCY EXIT LIGHT W/ BATTERY BACK-UP
	EXIT LIGHT
	REMOTE EXTERIOR LIGHTING
+ X'-X"	INDICATES CEILING HEIGHT (SEE PLAN)



1. PROVIDE HOLD DOWN CLIPS FOR CEILING TILES WITHIN 8"-0" OF EXTERIOR DOORS.
2. SUPPORT WIRES FOR CEILING GRID SHALL NOT BE ATTACHED TO MECHANICAL/ELECTRICAL SYSTEMS
3. EXTEND WALLS, INCLUDING GYPSUM BOARD, TO SUSPENDED CEILING HEIGHT UNLESS OTHERWISE NOTED OR REQUIRED FOR FIRE SEPARATION ASSEMBLIES



IF REQUESTED, CONTRACTOR TO PROVIDE DOCUMENTATION TO VERIFY THAT TYPES OF WALL, FLOOR AND CEILING FINISHES MEET THE REQUIREMENTS OF SECTION 803 AND 804 OF THE 2015 MBC.

THIS SIGNAGE REQUIREMENT, PLACED AT OR ADJACENT TO AN ACCESSIBLE BUILDING ENTRANCE, ALERTS ANY PERSON THAT THE FACILITY IS ACCESSIBLE AND USABLE. THIS SIGNAGE IS ALSO REFERRED TO AS AN INTERNATIONAL SYMBOL OF ACCESSIBILITY, THROUGH CABO 428.81 (FG 16).

ALL MEANS OF EGRESS OTHER THAN OCCUPANCIES IN USE GROUP R-3 SHALL BE EQUIPPED WITH ARTIFICIAL LIGHTING FACILITIES TO PROVIDE THE INTENSITY OF ILLUMINATION HEREIN PRESCRIBED CONTINUOUSLY DURING THE TIME THAT CONDITIONS OF OCCUPANCY OF THE BUILDING REQUIRE THAT THE EXITS BE AVAILABLE. LIGHTING SHALL ALSO BE PROVIDED FOR THE ENTRANCE TO THE EXIT FROM THE BUILDING. LIGHTING SHALL BE PROVIDED THROUGHOUT R-3. LIGHTING WITHIN A DUELLING UNIT SHALL BE WIRED ON A CIRCUIT INDEPENDENT OF CIRCUITS WITHIN ANY DUELLING UNIT. THE DISCONNECTING MEANS AND OVERCURRENT PROTECTION DEVICE SHALL NOT BE LOCATED WITHIN A DUELLING UNIT OR SUCH THAT ACCESS TO SUCH DEVICES MUST BE OBTAINED BY GOING THROUGH A DUELLING UNIT.

DOOR HANDLES, PULLS, LATCHES, LOCKS, OR ANY OTHER OPERABLE PART OF AN ACCESSIBLE DOOR SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH 1 HAND, AND DOES NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST TO OPERATE.

THE LOWER 12" OF ALL DOORS, EXCEPT AUTOMATIC DOORS, POWER-ASSISTED DOORS, AND SLIDING DOORS, SHALL HAVE A SMOOTH, UNINTERRUPTED SURFACE, OR, WHEN NARROW STILES AND RAIL DOORS ARE USED, A MINIMUM 12" HIGH SMOOTH PANEL EXTENDING THE FULL WIDTH OF THE DOOR INSTALLED ON THE PUSH SIDE(S).

ALL SIGNAGE REQUIRED TO BE ACCESSIBLE MUST COMPLY WITH CABO/ ANSI A 117.1, 428.2, 428.3, AND 428.5 FOR CHARACTER PROPORTION, HEIGHT, FINISH, AND CONTRAST. TACTILE SIGNAGE MUST ALSO COMPLY WITH 228.6 AND 428.7.

PERMANENT SIGNAGE USED TO IDENTIFY ROOMS AND SPACES SHALL INCLUDE TACTILE CHARACTERS AND BRAILLE, TO BE MOUNTED ADJACENT TO THE DOOR.



SLIDING AND FOLDING DOORS REQUIRE THE SAME MANEUVERING SPACE AS APPROACHES TO THE PUSH SIDE ON SWING DOORS.

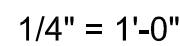
HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERABLE PARTS ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND AND DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST TO OPERATE. WHEN SLIDING DOORS ARE IN THE FULLY OPEN POSITION, OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES.

DOOR CLOSERS SHALL BE ADJUSTED TO TAHT FROM AN OPEN POSITION OF 90°, THE TIME REQUIRED TO MOVE TEH DOOR TO AN OPEN POSITION OF 12" WILL BE 5 SECONDS MIN.

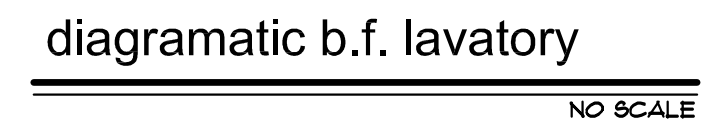
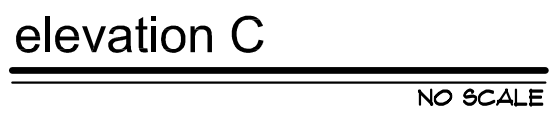
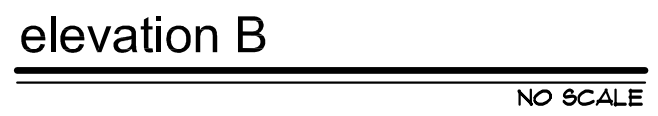
FIRE DOORS SHALL HAVE THE MINIMUM OPENING FORCE ALLOWABLE BY APPLICABLE CODES. THE REQUIRED FORCE FOR PUSHING OR PULLING OPEN DOORS OTHER THAN FIRE DOORS SHALL BE 3.0 lb MAX. THIS FORCE DOES NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR IN A CLOSED POSITION.

POWER-ASSISTED DOORS SHALL COMPLY WITH ANSI/BHMA A156.19. THE TIME REQUIRED FOR SUCH DOORS TO OPEN THE BACK CHECK POSITION SHALL 3 SECONDS MIN. THE FORCE REQUIRED TO STOP DOOR MOVEMENT SHALL BE 15 LB MAX.

THE BOTTOM 12" OF ALL SWINGING DOORS TAHT ARE NOT AUTOMATIC OR POWER-ASSITED SHALL HAVE A SMOOTH, UNINTERRUPTED SURFACE.

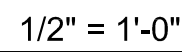

$$1/4" = 1'-0"$$

Restroom Details $\frac{1}{4}" = 1'-0"$

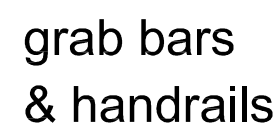


- ① GRAB BARS
- ② MIRROR 60" x 36"
- ③ SOAP DISPENSER
- ④ SURFACE MOUNTED TOILET PAPER DISPENSER
- ⑤ SURFACE MOUNTED PAPER TOWEL DISPENSER
- ⑥ WATER CLOSET
- ⑦ WALL MOUNTED SINK
- ⑧ METAL PARTITION
- ⑨ MIRROR 24" x 36"
- ⑩ FLOOR MOUNTED URINAL
- ⑪ F-LAM WALL MOUNTED COUNTERTOP AND 4" BACKSPLASH
- ⑫ COUNTER MOUNTED LAVATORY

NOTE: REFER TO STANDARD BARRIER FREE MOUNTING
DIMENSIONS ON DRAWING



1. TISSUE DISPENSER:
'BOBRICK' 'B-2888
2. GRAB BARS: 'BOBRICK'
'B-5806x36 AND
'B-5806x42
3. SOAP DISPENSER:
'BOBRICK' 'B-42
4. ADA COMPLIANT WRAP
AT HOT WATER SUPPLY &
TRAP PIPING AT
LAVATORY



NOTE: DO NOT LOCATE WITHIN
24" OF AN INSIDE CORNER

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Permit: 23MAR2022

Interior Build-out for:
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Ortiz EduCare
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BARRIER FREE DETAILS

C22-107

JFN

G.B.

☐ preliminary
☒ construction
☐ record



GENERAL NOTES - ELECTRICAL

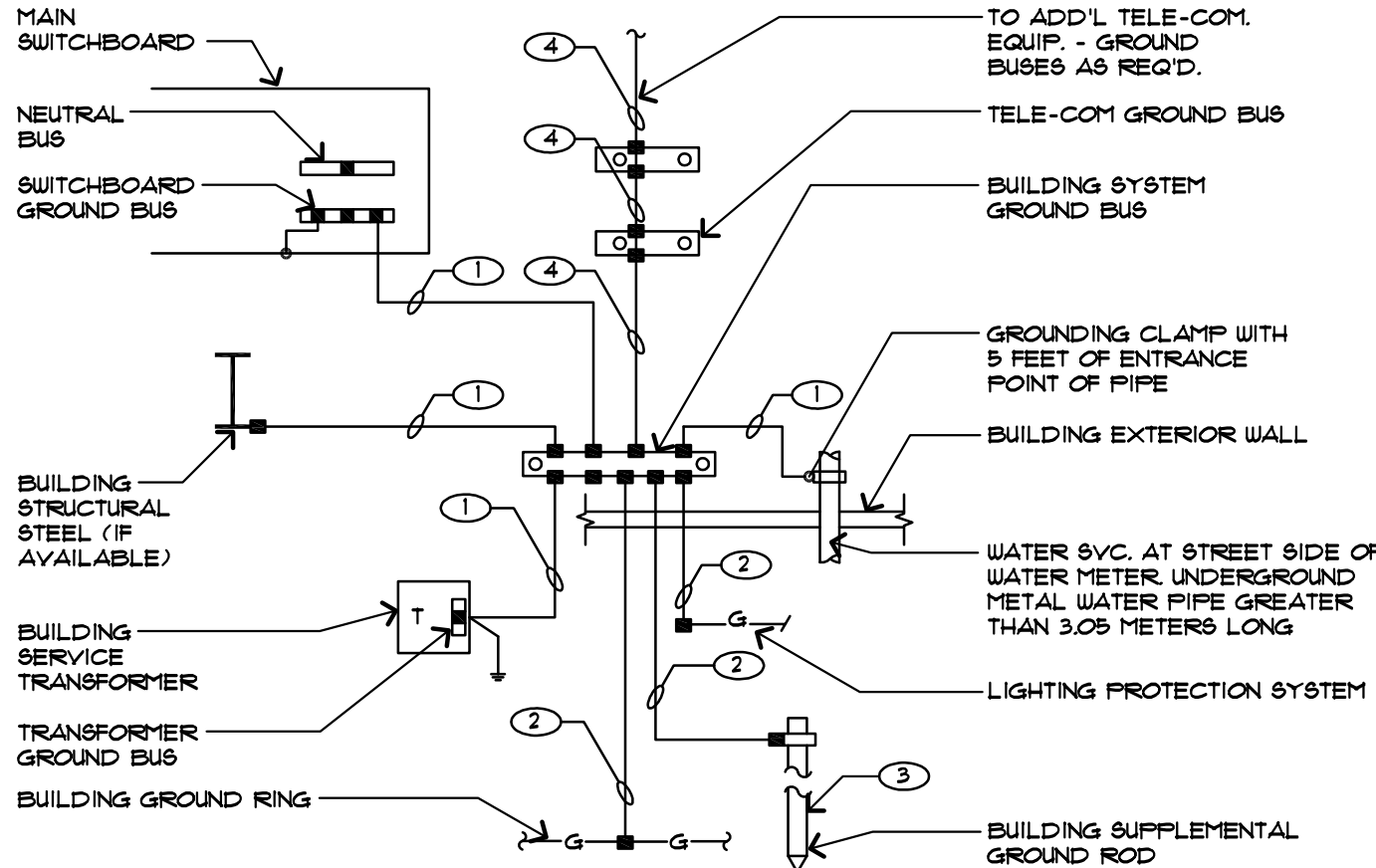
1. INCLUDE ALL ELECTRICAL WORK REQUIRED FOR A COMPLETE NEW INSTALLATION AS INDICATED ON THE PLANS.
 2. ALL EQUIPMENT SHALL BE NEW AND SHALL CONFORM IN ALL RESPECTS TO THE LATEST APPROVED STANDARDS OF THE IEEE, ANSI, AND BEAR THE "UL" LABEL OR LISTING.
 3. ALL ELECTRICAL WORK SHALL COMPLY WITH THE LATEST EDITION OF N.E.C., LOCAL AND STATE CODES, ORDINANCES, AND REGULATIONS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA).
 4. ALL ELECTRICAL SYSTEMS AND EQUIPMENT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL BUILDING CODES. THE ELECTRICAL CONTRACTOR SHALL OBTAIN ALL PERMITS, PAY ALL FEES, INCLUDING ALL COSTS INCURRED BY THE ELECTRIC UTILITY COMPANY, AND ARRANGE FOR ALL INSPECTIONS FOR HIS WORK. AT THE COMPLETION OF ELECTRICAL WORK, THE ELECTRICAL CONTRACTOR SHALL FURNISH THE OWNER WITH ALL CERTIFICATES OF FINAL INSPECTION AND APPROVALS.
 5. ALL CONDUCTORS SHALL BE COPPER, MINIMUM SIZE #2 AWG, INSTALLED IN CONDUIT, MINIMUM SIZE 1", AND SHALL BE TYPE "THIN" UNLESS OTHERWISE NOTED ON THE PLANS. ALL FEEDERS AND SECONDARY SERVICE CONDUCTORS SHALL BE COPPER WITH 600 VOLT INSULATION. FEEDERS SHALL BE THIN OR XHHW AND SECONDARY SERVICE CONDUCTORS SHALL BE XHHW, INSTALLED IN CONDUIT, UNLESS OTHERWISE NOTED ON THE PLANS.
 6. ALL CONDUIT SHALL BE CONCEALED, UNLESS OTHERWISE NOTED. EXPOSING OF ANY CONDUIT SHALL HAVE APPROVAL OF THE OWNER.
 7. FUSES SHALL BE "UL" LISTED, DUAL-ELEMENT, AS MANUFACTURED BY BUSHMAN CO. OR APPROVED EQUAL (200,000 INCH). ALL FUSES INSTALLED IN MAIN DISTRIBUTION PANELS SHALL BE "CURRENT LIMITING" TYPE, UNLESS NOTED OTHERWISE ON THE PLANS.
 8. ALL DUPLEX RECEPTACLES SHALL BE SPECIFICATION GRADE 125 VOLT, 15 AMP, GROUNDED TYPE, EQUAL TO HUBBELL #252 SERIES, F-45, OR BRYANT. COLOR TO BE AS SELECTED BY THE OWNER.
 9. ALL GROUND FAULT RECEPTACLES SHALL BE SPECIFICATION GRADE 120 VOLT, 15 AMP, UL LISTED UNDER 498 RECEPTACLE REQUIREMENTS AND 943 CLASS A REQUIREMENTS SHALL CONFORM TO NEC REQUIREMENTS, AND EQUAL TO HUBBELL SERIES #260, F-45, OR BRYANT. COLOR TO BE AS SELECTED BY THE OWNER.
 10. SWITCHES SHALL BE 20 AMP, 120/277 VOLT, SPECIFICATION GRADE SINGLE, DOUBLE, ETC., AS INDICATED, EQUAL TO HUBBELL #120 SERIES, F-45, OR BRYANT. COLOR TO BE AS SELECTED BY THE OWNER.
 11. ALL STEEL WITH BAKED ENAMEL FINISH, BELL #10, 12 OR 14 SERIES, OR AS SELECTED BY THE OWNER.
 12. ALL CONDUIT SHALL BE ELECTRICAL METALLIC TUBING (E.M.T.) MINIMUM SIZE 1", UNLESS NOTED OTHERWISE ON THE PLANS.
 13. PANELBOARDS SHALL BE 120/140 VOLT, 1 PHASE, 3 WIRE, 20" WIDE WITH COPPER BUS AND BOLT-ON BREAKERS RATED 10,000 A.I.C. SIMILAR TO SQUARE D, TYPE NQCB, ITE, OR GE.
 14. LIGHTING FIXTURES SHALL BE INSTALLED COMPLETELY WIRED AND EQUIPPED WITH LAMPS, BALLASTS, STARTERS, LENSES, ETC.
 15. FLUORESCENT FIXTURES, UNLESS SPECIFIED OTHERWISE, SHALL BE SUITABLE FOR 120 OR 277 VOLT, SINGLE-PHASE, A-C, 60 HERTZ SERVICE AND SHALL BE EQUIPPED WITH 40 WATT, T-12 RAPID START LAMPS.
 16. LIGHTING FIXTURE LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE ELECTRICAL CONTRACTOR VERIFY EXACT LOCATIONS OF ALL LIGHTING FIXTURES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS. LIGHT FIXTURES AND SPRINKLER HEAD LOCATIONS SHALL, UNLESS OTHERWISE NOTED, TAKE PRECEDENCE OVER AIR DISTRIBUTION DEVICE LOCATIONS.
 17. EMERGENCY LIGHTING UNITS:
 - A. FURNISH AND INSTALL EMERGENCY LIGHTING IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF N.E.C. PROVIDE A MINIMUM OF 1" FOOT CANDLE (FC) MAINTAINED, ALONG ALL PATHS OF EGRESS FROM THE BUILDING. VERIFY SPACING AND LOCATION REQUIREMENTS WITH THE EMERGENCY LIGHTING FIXTURE MANUFACTURER. COORDINATE ALL PATHS OF EGRESS IN THE BUILDING WITH THE ARCHITECTURAL DRAWINGS. REFER TO THE LIGHTING FIXTURE SCHEDULE, INDICATED ON THE ELECTRICAL DRAWINGS FOR THE TYPE AND DESCRIPTION OF ALL EMERGENCY LIGHTING FIXTURES TO BE USED ON THIS PROJECT.
 - B. FURNISH AND INSTALL THE NUMBER OF EMERGENCY LIGHTING UNITS INDICATED ON THE PLANS AS "BASE BID" FOR THIS PROJECT.
 - C. QUOTE A "UNIT PRICE" TO FURNISH ADDITIONAL EMERGENCY LIGHTING UNITS IN EXCESS OF THE "BASE BID" REQUIREMENT.
 18. THE ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE BEFORE HE SUBMITS HIS BID TO FAMILIARIZE HIMSELF WITH ACTUAL JOB CONDITIONS AND TO CHECK FOR ANY INTERFERENCES BETWEEN HIS WORK AND THAT OF OTHER TRADES, AND/OR ANY APPARENT VIOLATIONS OF LOCAL OR STATE CODES, LAWS, ORDINANCES, AND REGULATIONS. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER BEFORE ENTERING INTO CONTRACT. FAILURE TO PROVIDE THE OWNER WITH THE COMPLETE AFOREMENTIONED NOTIFICATION WILL RESULT IN THE CONTRACTOR BEING HELD RESPONSIBLE TO ALL WORK TO MEET THE DESIGN INTENT OF THE CONTRACT DRAWINGS WITH NO ADDITIONAL EXPENSE ("EXTRAS") BEING INCURRED BY OWNER.
 19. ALL CABINETS, MOTOR FRAMES, STARTERS, CONDUIT SYSTEMS, PANELS, ETC., SHALL BE ADEQUATELY GROUNDED IN ACCORDANCE WITH THE N.E.C. AND ALL LOCAL CODES. MAIN SERVICE EQUIPMENT SHALL BE GROUNDED WITH THE TYPE AND SIZE OF GROUNDING CONDUCTOR INDICATED IN NEC SECTIONS 250-23(A), 250-6; 250-83; 4 TABLE 250-94.
 20. UNLESS OTHERWISE NOTED ON THE PLANS, ALL DISCONNECT SWITCHES SHALL BE 250 VOLT OR 600 VOLT RATED, STANDARD DUTY TYPE, NEMA 1, FOR INDOOR USE AND NEMA 3R FOR OUTDOOR USE. GE, WESTINGHOUSE, OR SQUARE D. ALL DISCONNECT SWITCHES SERVING MOTORS SHALL BE HORSEPOWER RATED.
 21. SINGLE PHASE MOTOR STARTERS SHALL HAVE MANUAL TOGGLE SWITCH WITH THERMAL OVERLOADS, SURFACE OR FLUSH MOUNTED AS REQUIRED, ALLEN-BRADLEY NO. 112.
 22. THE ELECTRICAL CONTRACTOR SHALL SUBMIT EQUIPMENT SHOP DRAWINGS TO THE OWNER FOR APPROVAL BEFORE INSTALLATION OF ANY OF THE FOLLOWING ELECTRICAL EQUIPMENT:
 - A. LIGHTING FIXTURES
 - B. LIGHTING AND/OR RECEPTACLE PANELBOARDS
 - C. STARTERS AND/OR DISCONNECT SWITCHESAPPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE ELECTRICAL CONTRACTOR OF HIS RESPONSIBILITY TO CONFORM TO THE CONTRACT DOCUMENTS.
- APPROVAL OF SHOP DRAWINGS IS INTENDED TO BE FOR GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS ONLY. ANY EQUIPMENT THAT IS INSTALLED THAT WILL INVOLVE THE WORK OF OTHER TRADES SHALL BE COORDINATED WITH THOSE TRADES. REFER TO OTHER TRADES' DRAWINGS.
23. THE ELECTRICAL CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED UNDER HIS CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER THE ACCEPTANCE OF THE BUILDING BY THE OWNER, AND SHOULD DEFECTS OCCUR WITHIN THIS PERIOD OF THE BUILDING, HE SHALL REPLACE DEFECTIVE ITEMS, AT NO EXPENSE TO THE OWNER.
 24. THE ELECTRICAL CONTRACTOR SHALL COORDINATE LOCATIONS OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID ANY INTERFERENCES BETWEEN HIS WORK AND THE WORK OF OTHER BUILDING TRADES.
 25. ANY CUTTING AND/OR PATCHING, THAT MAY BE REQUIRED FORTHE INSTALLATION OF THE ELECTRICAL SYSTEM SHALL BE DONE AND/OR REPAIRED BY THE ELECTRICAL CONTRACTOR. NO CUTTING OF THE BUILDING STRUCTURAL SYSTEM SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE OWNER BEING PREVIOUSLY OBTAINED.

panel: A		volts: 120/ 208 V		amps: 200 AMPs	
loc: UTILITY ROOM WALL MOUNTED		phase: 3 Ø, 4w		main brkr. 200 AMPs	
circuit	breaker	description		watts	
1	20A-1P	NITE LIGHTS, EMERG. & EXIT LT'G.		500	
3	20A-1P	GENERAL RECEPTS.		1200	
5	20A-1P	GENERAL RECEPTS.		1200	
7	20A-1P	GENERAL RECEPTS.		400	
9	20A-1P	ALARM		500	
11	20A-1P	EXTERIOR LIGHTING		600	
13		SPARE			
15		SPARE			
17		SPARE			
19		SPARE			
21		SPARE			
23		SPARE			
25		SPARE			
27		SPARE			
29		SPARE			
31		SPARE			
33		SPARE			
35		SPARE			
37				38	
39	40A-3P	RTU-1		3500	
41				40	
				42	
				1,000	
					4500
					10,100

TOTAL LOAD: 18,000 WATTS / 208 = 86.5

NOTE:

LIGHTING PANELS SHOWN AS REFERENCE ONLY. ELECTRICAL CONTRACTOR TO SUBMIT FINAL LIGHTING PANEL SCHEDULE AS WELL AS LOAD CALCULATIONS CONFIRMING ABIDANCE TO LOCAL CODES AND REGULATIONS TO CITY OF NORTHVILLE FOR FINAL APPROVAL



Legend

- INDICATES BOLTED CONNECTION
- INDICATES EXOTHERMIC WELD CONNECTION. COMPATIBLE WITH MATERIALS BEING JOINED
- ① 1/2 AWG INSULATED COPPER GROUND CONDUCTOR IN 30MM CONDUIT
- ② 1/2 AWG BARE COPPER GROUND CONDUCTOR
- ③ 19mm x 3050mm (3/4" x 12'-0") LONG COPPER-CLAD GROUND ROD DRIVEN WITH TOP 300mm (12") BELOW GRADE
- ④ 1/2 AWG INSULATED COPPER GROUND CONDUCTOR IN 30mm CONDUIT

Typical Ground Connection Detail

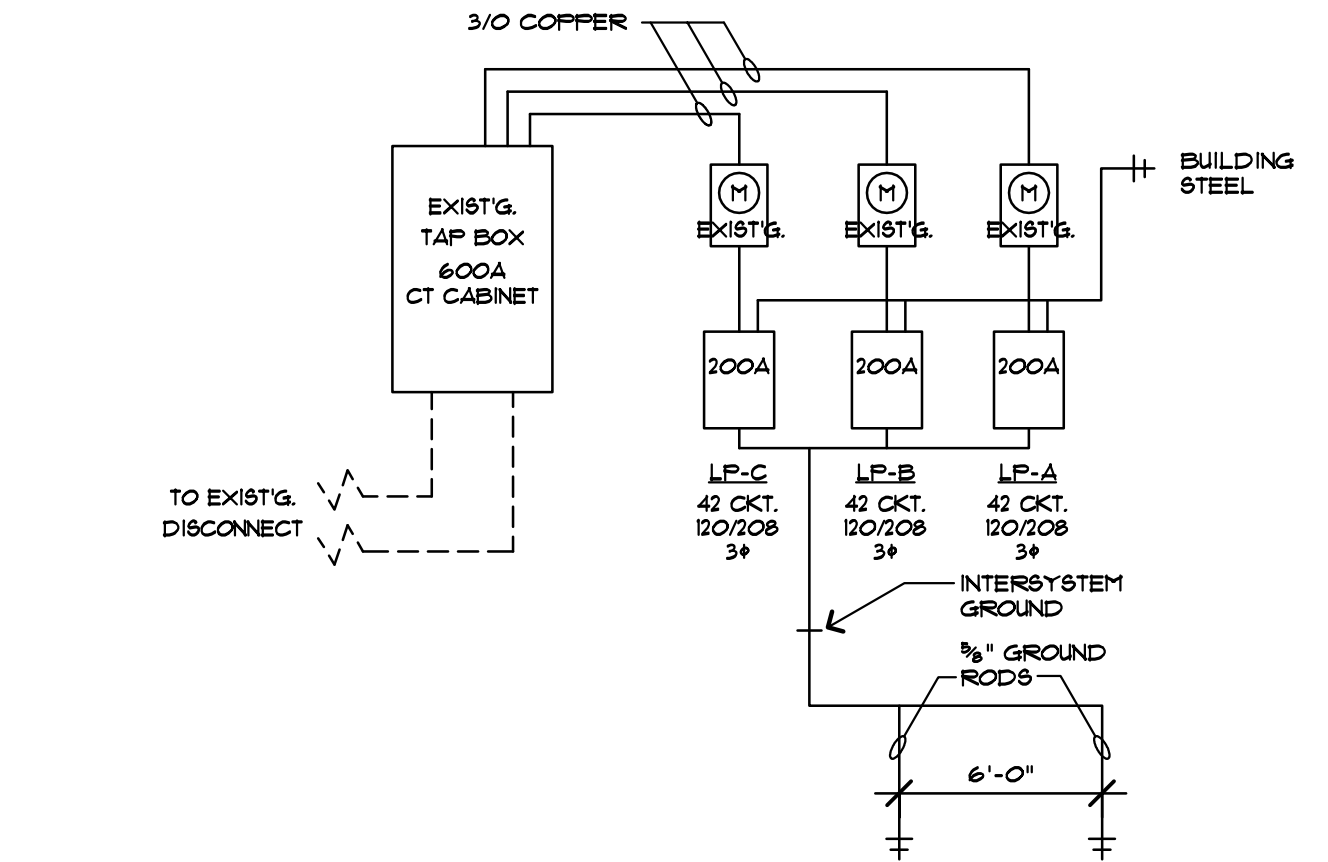
NO SCALE

Lighting Fixture Schedule

Type	Quantity	Lamps	Manufacturer or Equivalent	Remarks
FA	1	30 W	METALUX 22CGFP3840C	CEILING MOUNTED
FB	8	35 W	LITHONIA PMSL L48 2LL MVOLT 40K 80CRI M6	CEILING MOUNTED
Tr	2	4 - LOW LED	LED TRACK LIGHT SYSTEM - 5 STYLE PER OWNER	CEILING MOUNTED
EM-1	3	LED	LED EXIT/EMERGENCY LIGHT COMBO UNIT (LITHONIA LHQM LED R M6)	WALL OR CEILING MOUNTED
EM-2	1	LED	LED EMERGENCY LIGHT UNIT (LITHONIA ELM2 LED HO M12)	WALL OR CEILING MOUNTED

Lighting Legend

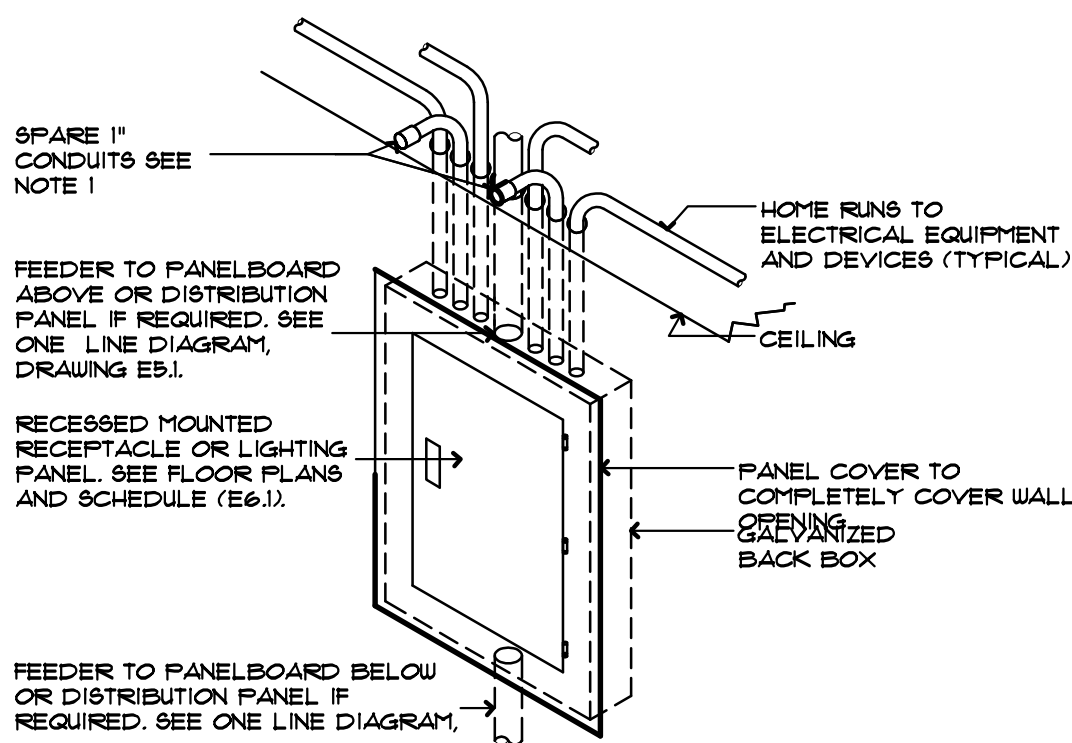
- 2' x 4' SURFACE MT'D FLUORESCENT LIGHT FIXTURE
- EMERGENCY EXIT LIGHT w/ BATTERY BACK-UP
- EMERGENCY EXIT LIGHT w/ FLOOD LIGHTS
- EXIT LIGHT
- REMOTE EXTERIOR LIGHTING
- WALL SWITCH AT 48" AFF. D = DIMMER 3 = 3-WAY
- CEILING MOUNTED TRACK LIGHT SYSTEM
- CEILING MOUNTED ELECTRIC FAN
- WALL OR CEILING MOUNTED PENDANT LIGHT FIXTURE
- WALL OR CEILING MOUNTED MOTION SENSOR
- WALL OR CEILING MOUNTED OCCUPANCY SENSOR
- DUPLEX RECEPTACLE AT 18" AFF. UNLESS NOTED OTHERWISE
- QUADPLEX RECEPTACLE AT 18" AFF. UNLESS NOTED OTHERWISE
- CEILING MOUNTED QUADPLEX RECEPTACLE UNLESS NOTED OTHERWISE
- GROUND FAULT CIRCUIT INTERRUPTER AT 42" AFF.
- CEILING MOUNTED DAYLIGHT SENSOR CONNECTED TO SWITCHES SERVICING AREA



Existing Electrical Riser Diagram

NO SCALE

(120/208V 3Ø, 4W)

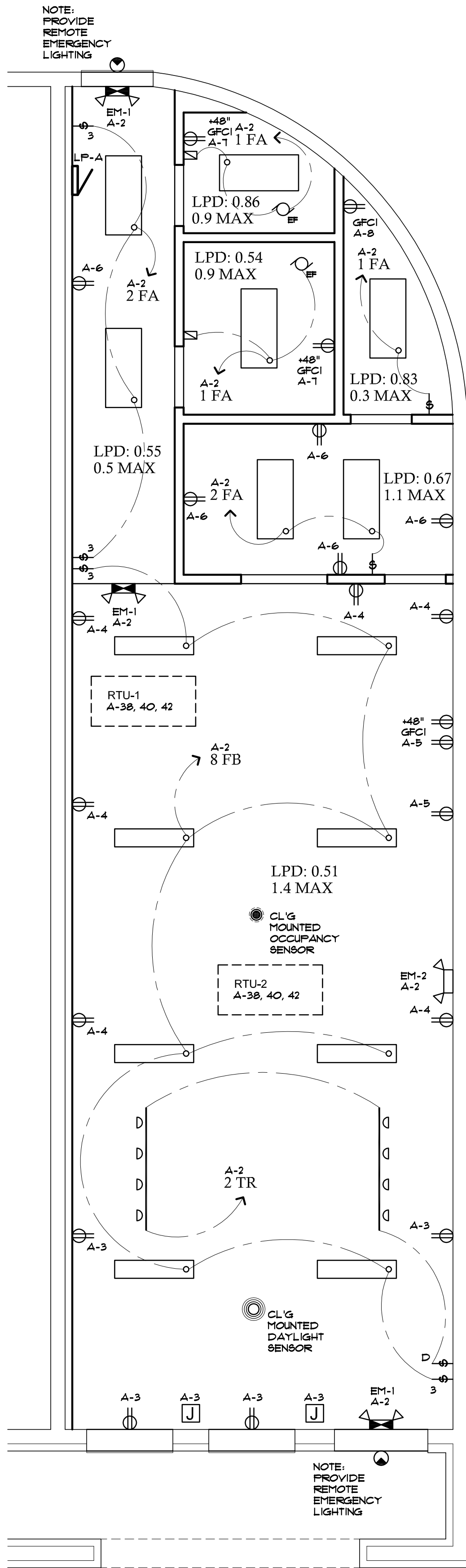


Electrical Panel Detail

N.T.S.

NOTES:

1. PROVIDE A TOTAL OF (4) SPARE 1" CONDUITS STUBBED & CAPPED



North



Electrical Plan

1/4" = 1'-0"

NOTE: OWNERSHIP OF TRANSFORMERS IS BY DETROIT EDISON CO.



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Date Issued:

Permit: 23MAR2022

Interior Build-out for:
Ortiz EduCare LLC
1160 Grant Street
Birmingham, MI 48009

Client:

Ortiz EduCare
LLC

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Sheet Title:

ELECTRICAL PLAN

Project Number:

C22-107

Drawn By:

JFN

Checked By:

G.B.

Issue:

- ☐ preliminary
- ☒ construction
- ☐ record



Sheet Number:

E-1

General Notes - HVAC & Sheet Metal Work

- SHEET METAL DUCTWORK CONSTRUCTION WORK SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF "SMACNA" LVD&C STANDARDS, NFPA CHAPTERS 90A AND 96, AND THE LATEST EDITION OF THE BOCA MECHANICAL CODE AND THE ASHRAE GUIDE AND DATA BOOKS. DUCT SIZES, AS NOTED ON DRAWINGS, ARE NET INTERNAL DIMENSIONS. ALL DUCTS SHALL BE SEALED AIR TIGHT AND SHALL NOT ALLOW MORE THAN 10% LEAKAGE THROUGHOUT THE ENTIRE SYSTEM. SEE TABLE M-3021, BOCA NATIONAL MECHANICAL CODE - 1987, FOR MINIMUM SHEET METAL THICKNESS.
- ALL HVAC SYSTEMS AND EQUIPMENT SHALL CONFORM TO ALL NATIONAL, STATE AND LOCAL BUILDING HEALTH AND SANITATION CODES. THE HVAC CONTRACTOR SHALL PRESENT CERTIFICATES TO THE OWNER THAT ALL APPLICABLE BUILDING PERMITS HAVE BEEN SECURED BEFORE STARTING ANY WORK AND PROVIDE TO THE OWNER ALL REQUIRED CERTIFICATES OF FINAL APPROVAL FROM GOVERNING JURISDICTIONS AT THE COMPLETION OF THE WORK.
- FURNISH AND INSTALL FLEXIBLE DUCT CONNECTORS ON ALL DUCT CONNECTIONS TO AIR HANDLING UNITS.
- PROVIDE OPPOSED BLADE BALANCING DAMPERS AT EACH BRANCH DUCT TAKE-OFF FROM MAIN DUCTS AND OTHER LOCATIONS AS REQUIRED TO PROPERLY BALANCE SYSTEMS.
- FURNISH AND INSTALL FIRE DAMPERS WHERE INDICATED ON DRAWINGS AND WHERE DUCTWORK PIERCES FIRE RATED CONSTRUCTION, AND/OR WHERE REQUIRED BY LOCAL OR STATE CODES. ALL FIRE DAMPERS SHALL BE TESTED, RATED AND BEAR THE LABEL OF UNDERWRITERS LABORATORIES AND SHALL BE INSTALLED IN THE SAME MANNER BY WHICH THEY WERE TESTED. FIRE DAMPERS SHALL BE SIMILAR TO AIR BALANCE MODEL NO. 119-AL OVERSIZE WITH 95% FREE AREA.
- VIBRATION ABSORBING SUPPORTS SHALL BE INSTALLED AS REQUIRED ON ALL EQUIPMENT TO PREVENT TRANSMISSION OF VIBRATION AND NOISE TO THE STRUCTURE. PROVIDE VIBRATION ISOLATION PER ASHRAE STANDARDS.
- HEATING VENTILATING, AND AIR CONDITIONING SYSTEMS ARE DESIGNED ON THE FOLLOWING CONDITIONS:
WINTER: INSIDE TEMP. 72 F. D.B. OUTSIDE TEMP. 0 F. D.B. 15MPH WIND.
SUMMER: INSIDE TEMP. 78 F. D.B. 4 50% RELATIVE HUMIDITY (MAXIMUM)
OUTSIDE TEMP. 98 F. D.B. 4 74 F. W.B.
- THE HVAC CONTRACTOR SHALL OBTAIN OTHER TRADES DRAWINGS AND COORDINATE HIS WORK WITH THE TOTAL PROJECT AS IT RELATES TO ALL TRADES AND VISIT THE JOB SITE BEFORE HE SUBMITS HIS BID TO FAMILIARIZE HIMSELF WITH ACTUAL JOB CONDITIONS AND TO CHECK FOR ANY INTERFERENCES BETWEEN HIS WORK AND THAT OF OTHER TRADES, AND/OR ANY APPARENT VIOLATIONS OF LOCAL OR STATE CODES, LAWS, ORDINANCES, AND REGULATIONS. IF ANY INTERFERENCES OR VIOLATIONS APPEAR AND DEPARTURE FROM THE DESIGN INTENT OF THE CONTRACT DOCUMENTS IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE OWNER BEFORE ENTERING INTO CONTRACT WITH THE OWNER. FAILURE TO PROVIDE THE OWNER WITH THE AFOREMENTIONED NOTIFICATION WILL RESULT IN THE CONTRACTOR BEING HELD RESPONSIBLE TO COMPLETE ALL WORK TO MEET THE INTENT OF THE CONTRACT DOCUMENTS WITH NO ADDITIONAL EXPENSE ("EXTRAS") BEING INCURRED BY THE OWNER.
- SHEET METAL RUN-OUTS AND FLEX DUCT CONNECTIONS TO AIR DISTRIBUTION DEVICES SHALL BE THE SAME SIZE AS THE DEVICE NECK, UNLESS OTHERWISE NOTED.
- DUCTS CONNECTING TO HVAC EQUIPMENT SHALL BE THE SAME SIZE AS EQUIPMENT DUCT CONNECTIONS, UNLESS OTHERWISE NOTED.
- THE HVAC CONTRACTOR SHALL COORDINATE ELECTRICAL CHARACTERISTICS OF HIS EQUIPMENT WITH THE ELECTRICAL CONTRACTOR. REFER TO ELECTRICAL DRAWINGS FOR ELECTRICAL CHARACTERISTICS OF EQUIPMENT TO BE FURNISHED BY HVAC CONTRACTOR.
- AIR DISTRIBUTION DEVICES LOCATIONS SHOWN ON PLANS ARE APPROXIMATE. THE HVAC CONTRACTOR SHALL VERIFY EXACT LOCATIONS OF ALL AIR DISTRIBUTION DEVICES WITH ARCHITECTURAL, REFLECTED CEILING PLANS AND/OR ELECTRICAL PLANS BEFORE INSTALLATION. LIGHT FIXTURES AND SPRINKLER HEAD LOCATIONS SHALL, UNLESS OTHERWISE NOTED, TAKE PRECEDENCE OVER AIR DISTRIBUTION DEVICE LOCATIONS.
- THE HVAC CONTRACTOR SHALL SUBMIT EQUIPMENT SHOP DRAWINGS TO THE OWNER FOR APPROVAL BEFORE INSTALLATION OF ANY OF THE FOLLOWING HVAC EQUIPMENT:
A. AIR-COOLED UNITS
B. ROOF EXHAUST FANS
C. AIR DISTRIBUTION DEVICES

APPROVAL OF SHOP DRAWINGS DOES NOT RELIEVE THE HVAC CONTRACTOR OF HIS RESPONSIBILITY TO CONFORM TO THE CONTRACT DOCUMENTS.

APPROVAL OF SHOP DRAWINGS IS INTENDED FOR GENERAL CONFORMANCE WITH THE CONSTRUCTION DOCUMENTS ONLY. ANY EQUIPMENT THAT IS INSTALLED THAT WILL INVOLVE THE WORK OF OTHER TRADES SHALL BE COORDINATED WITH THOSE TRADES. REFER TO OTHER TRADES' DRAWINGS.
- FURNISH AND INSTALL ACCESS DOORS FOR ALL DAMPERS, AND OTHER AIR DISTRIBUTION BALANCING DEVICES THAT ARE LOCATED ABOVE NON-ACCESSIBLE CEILINGS OR IN WALLS.
- THE HVAC CONTRACTOR SHALL GUARANTEE ALL WORK INSTALLED UNDER HIS CONTRACT TO BE FREE FROM DEFECTIVE WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR AFTER THE ACCEPTANCE OF THE BUILDING BY THE OWNER, AND SHOULD DEFECTS OCCUR WITHIN THIS PERIOD, REPAIR AND/OR REPLACE DEFECTIVE ITEMS AND ANY DAMAGE RESULTING FROM FAILURE OF THESE ITEMS AT NO EXPENSE TO THE OWNER.
- THE HVAC CONTRACTOR SHALL COORDINATE LOCATIONS OF HIS EQUIPMENT AND WORK WITH OTHER BUILDING TRADES TO AVOID ANY INTERFERENCES BETWEEN HIS WORK AND THE WORK OF OTHER TRADES.
- ANY CUTTING AND PATCHING, THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE HVAC SYSTEMS, SHALL BE DONE AND REPAIRED BY THE HVAC CONTRACTOR. NO CUTTING OF THE STRUCTURAL SYSTEM SHALL BE DONE WITHOUT THE WRITTEN APPROVAL OF THE OWNER BEING PREVIOUSLY OBTAINED.

Duct Type Smoke Detector

FURNISH AND INSTALL WHERE SHOWN ON THE DRAWINGS A TWO WIRE, DC OPERATION ADDRESSABLE DETECTION, SIMPLEX, MODEL NO.4038-9753 DUCT HOUSING WITH APPROPRIATE SMOKE HEAD AND SAMPLING TUBE. THE DETECTOR SHALL BE UL LISTED FOR COMPATIBILITY WITH THE FIREALARM CONTROL PANEL AND SHALL OBTAIN ITS OPERATING POWER FROM THE ALARM INITIATING CIRCUIT.

DETECTORS SHALL OPERATE ON THE LIGHT-SCATTERING, PHOTO DIODE PRINCIPAL. TO MINIMIZE NUISANCE ALARMS, DETECTORS SHALL HAVE AN INSET SCREEN AND BE DESIGNED TO IGNORE INVISIBLE AIRBOURNE PARTICLES OR SMOKE DENSITIES THAT ARE BELOW THE FACTORY-SET ALARM POINT. NO RADIOACTIVE MATERIAL SHALL BE USED.

REMOVAL OF THE DETECTOR HEAD SHALL INTERRUPT THE SUPERVISORY CIRCUIT AND ACTIVATE A TROUBLE SIGNAL AT THE CONTROL PANEL.

Packaged Unit Performance Schedule (Existing)

MARK	MODEL	NOMINAL TONS	NOMINAL CFM	NET COOLING CAPACITY (Btuh)	TOTAL kW	SEER		dB @ 60 Hz
						BELT DR.	DIR. DR.	
RTU-1	CARRIER 48TC*05	5.0	2000	65,000	4.0	NA	13.0	77.0
RTU-2	CARRIER 48TC*12	10.0	5000	117,000	10.3	NA	11.1	81.6

Exhaust Fans

Mark	CFM S.P.	R.P.M.	BHP HP	MAKE / MODEL	REMARKS
EF-1	75 125	1050	1/200 H.P.	GREENHECK MODEL NO. G-060-E	REMOTE SPEED CONTROL SWITCH, MODEL NO. BU

Required Fresh Air Calculation:

PROVIDE THE REQUIRED OUTDOOR AIR PER TABLE 403.3.11 OF THE M.M.C. 2015			Day Care		
Occupant Density #/1000 FT ² (DAY CARE)	People outdoor airflow rate in breathing zone, RP cfm/person	Area outdoor airflow rate in breathing zone, Ra cfm/ft2			
25 OCC'S PER 1000 NET OCCUPIABLE SQ. FT. = 1900SF. / 100 = 19 OCCUPANTS	10 CFM / OCCUPANT 10 CFM * 54 OCC'S = 540 CFM	0.18 * 1900 SQ. FT. = 342 CFM			
RTU - 2 (10.0 TON - 1000 CFM NET RATING PER MFG. SPECS) PROVIDES ADEQUATE FRESH AIR SUPPLY NOTE: BUILDING FRESH AIR PROVIDED IS ADEQUATE PER 2015 M.M.C. TABLE 403.3.11					

Air Balance Schedule

UNIT	OUTSIDE AIR FLOW (CFM)	RETURN AIR FLOW (CFM)	SUPPLY AIR FLOW (CFM)	EXHAUST AIR FLOW (CFM)	BUILDING PRESSURE (CFM)
RTU-1	400	1600	2000	0	2000
RTU-2	1000	4000	5000	0	5000
EF-1	0	0	0	-75	-75
EF-1	0	0	0	-75	-75
FRESH AIR REQ.	0	0	0	-882	-882
TOTALS	1400	5600	7000	-1032	+568 CFM
RESULTING BUILDING PRESSURIZATION (CFM) +568 CFM					
SEE BALANCE REPORT FOR ACTUAL BUILDING PRESSURE					

Mechanical Legend

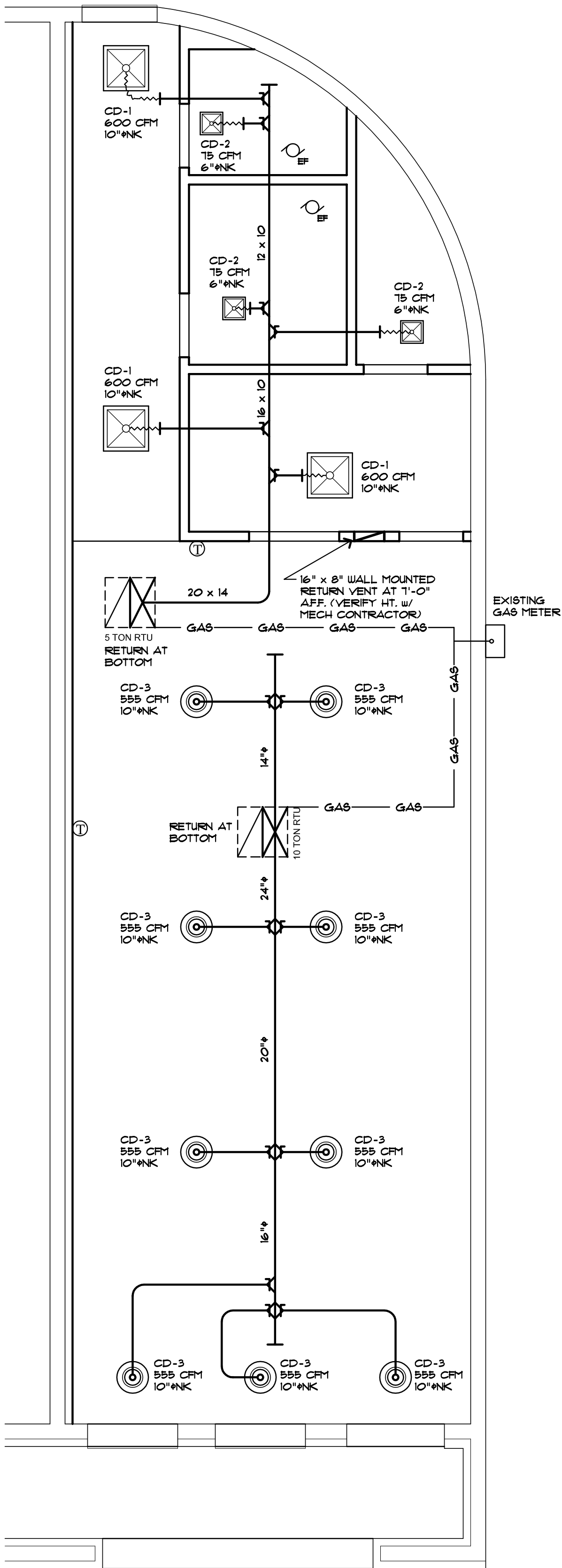
mark	description
	AIR SUPPLY DIFFUSER - 24" x 24"
	TRUNK MOUNTED AIR SUPPLY - 8" x 24"
	AIR SUPPLY DIFFUSER - 12" x 12"
	AIR SUPPLY DIFFUSER - 18"
	AIR SUPPLY RETURN - 12" x 12"
	WALL MOUNTED LOUVERED VENT AIR SUPPLY RETURN
	THERMOSTAT AT 60° AFF.

Heat Load Calculations

54 OCCUPANTS AT 222 BTU'S/OCC *
11,988 BTU'S / HOUR

Governing Codes

2015 MICHIGAN BUILDING CODE
2015 MICHIGAN MECHANICAL CODE

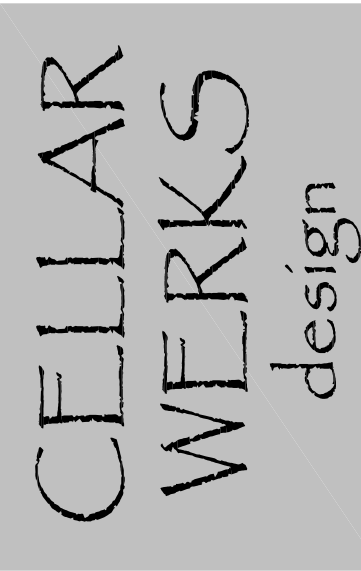


Mechanical Plan

1/4" = 1'-0"

NOTE:
VENTILATION AND BALANCE REPORT TO BE PROVIDED BY CERTIFIED BALANCING CONTRACTOR PRIOR TO FINAL INSPECTION.

Note:
APPROVED SMOKE AND HEAT VENTS TO BE INSTALLED AS REQUIRED BY, AND IN ACCORDANCE WITH THE INTERNATIONAL FIRE CODE



8265 messmore
shelby twp., mi 48317
586.484.1499

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Date Issued:

Permit: 23MAR2022

Interior Build-out for:
Ortiz EduCare LLC
1160 Grant Street
Birmingham, MI 48009

Client:

Ortiz EduCare
LLC

1160 Grant St.
Birmingham, MI 48009
(248) 709-4510
amy.ortiz17@comcast.net

Sheet Title:

MECHANICAL PLAN

Project Number:

C22-107

Drawn By:

JFN

Checked By:

G.B.

Issue:

- ☐ preliminary
☒ construction
☐ record



Sheet Number:

M-2

Existing Building Elevation and Signage
1194, 1190, 1160 Grant Street, Birmingham MI 48009

Existing Building Elevation and Signage:



Existing Front Elevation

not to scale

POWER BOX

5- EMERALD GREEN ARBOUTING

EX. FLAGSTONE EDGED PLANTING BED

1- EUROPEAN HORNBEAM

EX. SHRUBS PRUNE & SHAPE

1- EUROPEAN HORNBEAM

EX. DAYLILY RELOCATE HERE

PUMPSTATION

PARKING

BUILDING

SIDEWALK

PARKING

PARKING

PROPOSED CONCRETE CURB

25- HICKS YEW

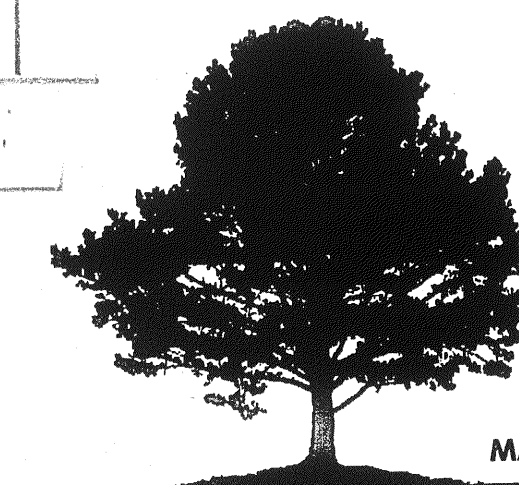
EX. WALL TO REMAIN

EX. DAYLILY

GRANT STREET

EX. LILIES

PLANT MATERIALS	
PLANT NAME	SIZE
EUROPEAN HORNBEAM	2 1/2 CAL.
EMERALD GREEN ARBOUTING	5-6' HIGH
HICKS YEW	36"



The Landscape Group
MAKING LANDSCAPES COME ALIVE FOR OVER 25 YEARS

WOODMILL PLAZA		
1160-1194 GRANT STREET BIRMINGHAM, MI		
SCALE: 1/8"=1'	DRAWN BY: T. ELISON	DRAWING NUMBER: 1. of 1.
DATE: 5-27-22	REVISED: 6-3-22	

COMPARE



WPX2 LED Wall Mount

Size 2 - 6,000 lumens

By Lithonia Lighting



OVERVIEW

SPECIFICATIONS

WPX Wall Mount Luminaires are cost-effective and energy-efficient making them ideal for HID replacement and budget-constrained new construction projects.

The WPX family has three sizes with lumen packages of 1,500 to 9,200 lumens creating a solution that meets the needs of over-the-door lighting to 400W metal halide replacement at mounting heights of up to 20 feet. The simple geometric shape of the WPX luminaires allows them to blend with any architecture while the footprint covers the stain left by the fixture it replaces. The WPX features a wide light distribution that creates safe, continuous illumination of the perimeter of the building. Low initial cost, high energy savings, and DLC Premium listing enable fast paybacks, typically less than two years.

Feedback

PRODUCT INFORMATION

Spec Sheets



Photometry & Revit (BIM)



Technical Documents (e.g. Instruction Sheets, MSDS, CAD)



Marketing Material (e.g. Brochures, Sell Sheets, FAQs,)



Need Product Assistance? (e.g. How to Buy, Technical Support, Warranty)



GALLERY

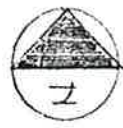
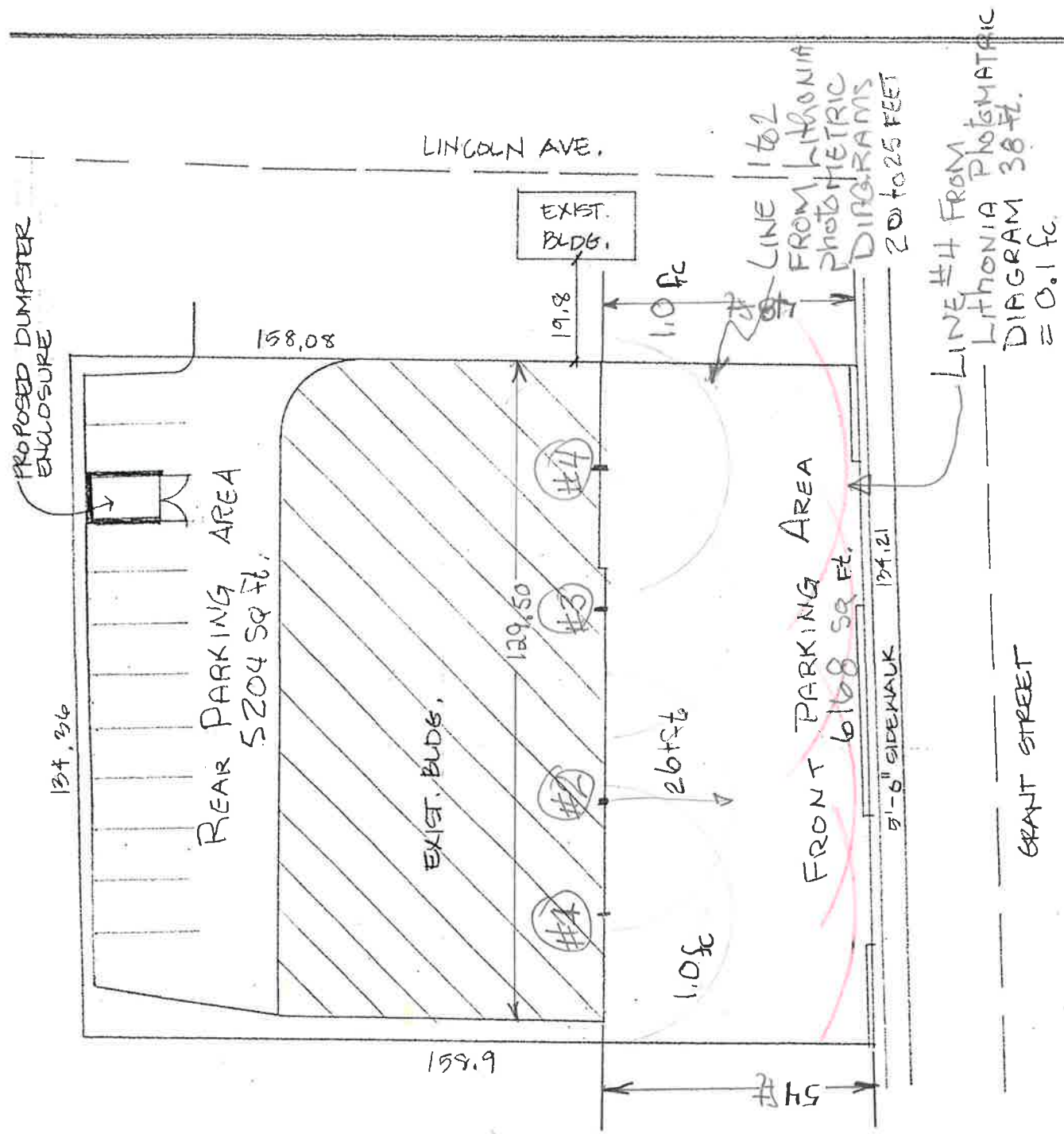
page 1 of 9

✓ CAP

CK (OR EQUAL)
CK. CH
MORTAR
PIER.

7B

LAB W/ WIMP
APPROX ON
R ON 4" OF
IMPACTED



SITE PLAN
SCALE: 1" = 30'-0"



280 N. Old Woodward
Suite 12
Birmingham, MI 48009
☎ 248.385.3112
☎ 248.835.2068
☎ 888.450.1682
jphowe@jphowe.com
www.jphowe.com

April 5, 2022

VIA HAND DELIVERY

**Birmingham Planning Board
c/o Mr. Nick Dupuis
Planning Director
City of Birmingham
151 Martin St.
Birmingham, MI 48009**

**Re: Special Land Use Permit Application to Operate a Child Care
Center in B-1 Zoning District
Applicant: Ortiz EduCare, LLC
Address: 1160 Grant St.
Birmingham, MI 48009**

Dear Members of the Birmingham Planning Board,

On behalf of Ortiz EduCare, LLC (“Ortiz EduCare”), we hereby submit a Special Land Use Permit Application to operate a Child Care Center at 1160 Grant St. Ortiz EduCare is owned by Birmingham resident Amy Ortiz, who has been an educator for over 20 years. As a former pre-school teacher with Birmingham Public Schools, and the current owner and operator of a licensed home based child care center in Birmingham, it is Amy’s lifelong dream to open her own pre-school in her hometown. Ortiz EduCare would provide a safe, loving, nurturing environment for children 3 to 5 years old. Its mission is LEARN – PLAY – GROW, where students are encouraged be creative, be brave, and be curious. Children would be engaged in play based learned that creates meaningful experiences.

The subject location at 1160 Grant St. within a multi-tenant building, was once occupied by *Directions Pre-School* many years ago. Amy believes this is the perfect location for Ortiz EduCare, as it is located within a walkable neighborhood that is home to many of her students. The on-site parking lot also allows for very efficient and safe drop of and pick up of young children. The 1,900 sf suite itself is very spacious, and will be completely transformed into a wonderful learning environment for young children. No exterior changes to the building are proposed, except for a new sign that will be located above the suite entrance as depicted on the façade photo enclosed herewith. Ortiz EduCare has obtained preliminary licensing approval from the State of Michigan Department of

Licensing and Regulatory Affairs, and requires final approval from the City of Birmingham in order to complete the State licensing process and open in Fall 2022.

Child Care Centers, including preschools, are permitted within the B-1 zoning district with a Special Land Use Permit (see Chapter 126, Section 9.02 and Section 2.27 of the Birmingham City Code). Accordingly, we submit the following items for review by the Planning Board and City Commission:

1. Special Land Use Permit Application executed by the Applicant, Architect and Property Owner;
2. Two (2) paper copies and one (1) digital copy of the project plans including:
 - a. Existing Conditions Plan
 - b. Site Plan
 - c. Interior Floor Plan
 - d. Photos of Existing Conditions (emailed direct to Planning Department)
 - e. Aerial Photo
 - f. Photo of Existing Front Elevation with Proposed Sign Location
3. Letters of Support for Ortiz EduCare; and
4. Check payable to the City of Birmingham to cover the Application fee.

The standards for approving a Special Land Use Permit are set forth in Chapter 126, Section 7.36 of the Birmingham City Code. We submit that our Ortiz EduCare meets the approval requirements for the following reasons:

(1) 7.336(A)(1). "The use is consistent with and will promote the intent and purpose of this Zoning Ordinance."

RESPONSE: Ortiz EduCare will provide a walkable, safe, environment for young children to learn and grow. The new use will increase the vibrancy of the subject property and the surrounding neighborhood, and is consistent with the goals of the B-1 Zoning District, which "*is established for the convenience of shopping for persons residing in adjacent residential areas to permit only such uses as are necessary to satisfy those limited basic shopping and/or service needs which by their very nature are not related to the shopping pattern of the general business district.*" (Chapter 126, Section 2.27(A)(1) of the Birmingham City Code).

(2) "The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of the public services and facilities effected by the land use."

RESPONSE: Ortiz EduCare will fit in nicely with the adjacent business, residences, and City park; and will not negatively impact any of the surrounding neighbors in any way. There is sufficient on-site parking for the use, and due to the small nature of

the pre-school there will not be a significant increase in traffic in and around the subject building at any point during the day. The pre-school will not be a drain on the City or its public services, and the hours of operation of the pre-school will not detrimentally impact any surrounding landowners.

(3) "The use is consistent with public health, safety and welfare of the city."

RESPONSE: As a resident and business owner in Birmingham, the health, safety and welfare of the community, and the families that Ortiz EduCare will serve, is of utmost importance to the Applicant. Amy Ortiz has over 20 years of experience educating children, and will operate Ortiz EduCare in the most responsible way, implementing best practices and lessons learned as a teacher and child care professional. The proposed use is a perfect fit at the subject location, the subject location was formerly occupied by a pre-school, and the Applicant is excited to return that use to the neighborhood.

(4) "The use is in compliance with all other requirements of the zoning ordinance."

RESPONSE: Ortiz EduCare will be operated in full compliance with the City's Zoning Ordinance, and the use is consistent with the goals of the City of Birmingham Master Plan. Ortiz EduCare will comply with all mandates and responsibilities applicable to the holder of a Special Land Use Permit within the City of Birmingham.

(5) "The Use Will Not Be Injurious to the Surrounding Neighborhood."

RESPONSE: Ortiz EduCare will not be injurious to the surrounding neighborhood. This pre-school will benefit the surrounding neighborhood, will educate young children that live in the neighborhood, and will not be operated in a way that will negatively impact the surrounding neighborhood in any way.

(6) "The Establishment is not in violation of any State or Federal Statutes."

RESPONSE: Ortiz EduCare has not opened for business yet, and is not in violation of any state laws or federal statutes.

* * *

Overall, we submit that the proposed use of the subject building will be a great addition to this neighborhood, and will serve a real need for additional quality young childhood education programs in the City. We appreciate you considering our application, and look forward to appearing with our client before the Planning Board and City Commission to present this Application and address any questions or concerns that City

stakeholders may have. Should you have any questions or concerns regarding this project, please do not hesitate to contact me.

Very truly yours,

JPHOWE, PLLC

J. Patrick Howe

Dear City of Birmingham Planning Division,

Hoping that this letter finds you all well. My name is Amy Ortiz and I have been a resident of Birmingham for over 20 years, raised two wonderful children that attended Birmingham schools. My husband and I are extremely vested in the community. I am a teacher and due to the pandemic, I resigned from Birmingham Public Schools in August of 2020 as our preschool program was on hold along with all the other uncertainties.

In the spring of 2021, my husband and I decided to get our home fully licensed and had a small, wonderful summer program which inspired me to create **Ortiz Educare!** I have a small preschool that is going wonderfully, along with having a waitlist for fall of 2022 as childcare is in such a high demand in our community right now. We are currently in the process of pursuing a small location / building at **1160 Grant Street**. The spot was once a preschool, and we feel it is the perfect location and size as many of our current families live in this walking neighborhood. We have worked extremely hard to provide a safe and loving environment. We currently have a waitlist for the fall 2022 and excited to further expand the business. I feel blessed as this opportunity has evolved my career and continue to do what I love.... teach and raise good people!

Sincerely,

Amy Ortiz

Ortiz Educare LLC
2549 Buckingham Ave.
Birmingham, MI 48009
248.709.4510

Our Mission:

Learn ~ Play ~ Grow

Ortiz Educare provides a safe, loving, and nurturing environment for children ages 3 to 5 years old. We encourage the students to aspire to BE creative, BE brave, and BE curious. At Ortiz Educare children are engaged in play-based learning that creates meaningful experiences.

EASEMENT AGREEMENT

This Agreement made this 27th day of September A.D. 1984, by and between DAVID HOCKNEY and CARMELLA HOCKNEY, ^{1148 Grant St} jointly and severally of the City of Birmingham, County of Oakland, and State of Michigan, parties of the first part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns where the context so requires or admits, and GERARD SZCZEPANIAK, and EDWARD A. ^{4154 Waterwheel Ln. Birm'd 415, Mich} SZCZEPANIAK and IRENE SZCZEPANIAK, his wife, jointly and severally, of the City of Bloomfield Hills, County of Oakland, State of Michigan, parties of the second part, which expression shall include his, her or their heirs, executors, administrators, agents or assigns, where the context so requires or admits, Witnesseth:

Whereas, the parties of the first part own and have title to the real estate located in the City of Birmingham, County of Oakland, State of Michigan and will grant an easement over the South 20 feet of the North 1/2 of Lot 13, Assessor's Plat #5, a Subdivision of part of SW 1/4 of NE 1/4 and a part of NW 1/4 of SE 1/4 of Section 36 Village, now City of Birmingham, Oakland County, Michigan.

F- OR the consideration of \$100

That consideration for the easement shall be as follows:

1. The easement and the entire parking lot will be lighted.
2. The maintenance of the lot and the easement would be covered; including repairs, surfacing, patching and snow removal. The lot would be paved according to the city engineer, and if a catch basin is needed the Party of the 2nd Part will provide one and any other necessary drainage equipment.
3. The Party of the 2nd Part shall not interfere with the seven (7) parking spaces adjacent to the business of the party of the 1st Part.
4. The wood beams on the property of the Party of the 1st Part will be cut and placed to make bumper blocks for parking spaces.

2-10
36

2

19 36-403 OK
-030

46031

9.00

488

5. A garbage dumpster will be provided for the Party of the 1st Part for use in the back of the mall, and that the disposal of the garbage will be mutually provided for. The garbage area of the Party of the 1st Part will be replaced and enclosed by cedar as it was prior to construction.

6. No other businesses involved in the following aspects of cosmetology will be allowed to rent space in the mall:

- Haircutting
- Electrolysis
- Barber Shop
- Wig Shop
- Manicuring
- Makeup and Hair Supplies
- Body Massage
- Facials and Facial Massage
- Hair Replacement
- MANUFACTURE of HAIR GOODS

7. The Party of the 1st Part shall retain all air space above the easement.

The consideration for the easement shall be binding on the Party of the 2nd Part or their heirs and assigns.

This Agreement has been executed in duplicate by the parties hereto and each executed copy thereof shall be considered an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27th day of September 1984.

IN OAKLAND COUNTY, Michigan This day appeared Before
 ROBERT J. TENNANT, SR.
 Notary Public, Oakland County, MI
 My Commission Expires Mar. 3, 1985
 My Commission Expires MAR. 3, 1985

WITNESSETH:

Robert J. Tennant Sr.
 Robert J. TENNANT SR.

Kenneth C. Hockney
 KENNETH C. HOCKNEY

Robert J. Tennant Sr.
 Robert J. TENNANT SR.

David Hockney
 DAVID HOCKNEY

Carmella Hockney
 CARMELLA HOCKNEY

Gerard Szczepaniak
 GERARD SZCZEPANIAK

Edward A. Szczepaniak
 EDWARD A. SZCZEPANIAK

Drafted By:
 Casey K. Ambrose
 1350 E. West Maple Rd
 Walled Lake, Michigan 48088
 Attorney-at-law

7B

Irene Szczepaniak
 IRENE SZCZEPANIAK

4154 Waterwheel Ln
 Bloomfield Hills
 Mich. 48013

RECORDED
 OAKLAND COUNTY
 84 SEP 27 16:28
 CLERK-RECORDING
 I-5-115-ES

LIBER 8794 PAGE 451

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 27th day of September 19 84
by David Hockney & Carmella Hockney, his wife and Gerard Szczepaniak, Edward A.
Szczepaniak & Irene Szczepaniak, his wife
My commission expires

March 3, 1985
ROBERT J. TENNANT, SR.
Notary Public, Oakland County, MI
My Commission Expires Mar. 3, 1985

Robert J. Tennant Sr.
Robert J. Tennant Sr.
Notary Public County, Michigan

Return to:

Gerard Szczepaniak

4154 Waterwheel Lane

Bloomfield Hills, MI 48013

7



MEMORANDUM

Planning Division

DATE: July 25, 2022

TO: Thomas M. Markus, City Manager

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: Public Hearing for 36877 Woodward Ave – Gasow Veterinary Clinic – Special Land Use Permit, Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for a Special Land Use Permit, Final Site Plan and Design Review for a 2-story veterinary clinic in the TZ-3 Transition Zone.

BACKGROUND:

The existing building is currently used as a single story veterinary clinic that has operated in Birmingham since the 1960's and appears to be in need of updates. The proposed new building will remain a single occupant with additional second floor space.

On [March 23rd, 2022](#), The Planning Board moved to approve the Preliminary Site Plan for 36877 Woodward – Gasow Veterinary Clinic – with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The applicant modify the site plan to have 75% of the building façade within 0-5 feet of the front lot line, or obtain a variance from the Board of Zoning Appeals;
3. The applicant reduce the parking lot frontage to 25% or less of the front lot line, or obtain a variance from the Board of Zoning Appeals;
4. The applicant satisfy all parking lot screening and buffer requirements of Article 4, Section 4.53 and 4.54 of the Zoning Ordinance for the proposed on-site and off-site parking lots through an understanding with the neighbors regarding satisfying lot screening, or obtain a variance from the Board of Zoning Appeals;
5. The applicant indicate materials and dimensions for mechanical units and refuse container screening;
6. The applicant obtain approval from the Police Department to count on-street parking spaces towards their parking requirement;

7. The applicant modify the site plan to have 6 foot wide sidewalks on-site and a 7 foot wide sidewalk along Woodward Ave;
8. The applicant modify the site plan to incorporate two (2) entrances facing Woodward Ave;
9. The applicant modify the site plan to eliminate large blank walls on both floors of the southern and western elevations;
10. The applicant provide 5 bike racks to service the building;
11. The applicant submit material specifications, samples, dimensions, and all other required information for the proposed building to complete the Design Review at Final Site Plan and SLUP review; and,
12. The applicant comply with the requests of all City Departments.

On [May 10th, 2022](#), the applicant appeared before the Board of Zoning Appeals to request three variances. The Board of Zoning Appeals approved all three of the requests which enables the applicant to have less than 75% of their building façade within 0-5 feet of the frontage line, more than 25% of their front lot line to consist of parking lot frontage, and to only have one entrance along the frontage.

On [June 8th, 2022](#), the Planning Board moved to recommend approval to the City Commission the Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward – Gasow Veterinary Clinic - with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking along the far northeast and far northwest corners of the parking lot screening;
3. The applicant submit an updated photometric plan with the updated parking lot and pedestrian plaza layout;
4. The applicant provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet;
5. The applicant submit updated signage plans satisfying the canopy signage requirements to be approved administratively;
6. The applicant install traffic ingress/egress signage within the parking lot as approved by the Engineering Department;
7. The material on the fence of the southwest corner of the property be administratively approved; and,
8. The applicant comply with the requests of all City Departments.

The applicant has submitted revised plans that satisfy all of the conditions assigned by the Planning Board. The lot combination application has been received and will be scheduled for a public hearing at a later date. The Special Land Use Permit will not be valid until the lot combination is obtained. It is of note that the applicant is applying to combine four of the lots which have been in use by the Veterinary clinic since it began its business, the actual use is not proposed to expand.

LEGAL REVIEW:

The City Attorney has reviewed the request and has no concerns as to form or content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

PUBLIC COMMUNICATIONS:

As required for a Special Land Use Permit, Preliminary Site Plan Reviews and Final Site Plan Reviews, a legal ad was placed in a newspaper of local circulation to advertise the nature of the request in advance of the March 23rd and June 8th Planning Board meetings, and notices were sent out to all property owners and tenants within 300 ft. of the property. In addition, a second round of notices was sent out to advertise the public hearing at the City Commission on July 25th, 2022.

SUMMARY:

The Planning Division requests that the City Commission consider the Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward Ave – Gasow Veterinary Clinic.

ATTACHMENTS:

Please find attached the following documents for your review:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract
- Site/Design Plans
- Planning Board report
- Relevant Planning Board minutes

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to APPROVE the Special Land Use Permit, Final Site Plan and Design Review application for 36877 Woodward Ave – Gasow Veterinary Clinic and to enter into a Special Land Use Permit Contract with Midwest Veterinary Partners PLLC and 36877 Woodward Avenue LLC to allow for a veterinary clinic use to operate in the TZ-3 Transition zone with the condition that the applicant obtain lot combination approval from City Commission.

Gasow Veterinary Clinic
36877 Woodward Ave
Special Land Use Permit 2022

WHEREAS, A Special Land Use Permit application was filed in February 2022 for approval of a new two-story veterinary clinic in the the TZ-3 Transition Zone;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of Woodward Ave, south of Quarton Road;

WHEREAS, The land is zoned TZ-3 Transition, which permits the operation of Verterinary Clinics with a Special Land Use Permit;

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

WHEREAS, The Planning Board on June 8th, 2022 reviewed the application for a Special Land Use Permit , Final Site Plan and Design Review and recommended approval to the City Commission for the construction of a new two-story verterinary clinic with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking along the far northeast and far northwest corners of the parking lot screening;
3. The applicant submit an updated photometric plan with the updated parking lot and pedestrian plaza layout;
4. The applicant provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet;
5. The applicant submit updated signage plans satisfying the canopy signage requirements to be approved administratively;
6. The applicant install traffic ingress/egress signage within the parking lot as approved by the Engineering Department;
7. The material on the fence of the southwest corner of the property be administratively approved; and,
8. The applicant comply with the requests of all City Departments.

WHEREAS, the applicant has complied with all conditions of approval from the Planning Board;

WHEREAS, The Birmingham City Commission has reviewed Gasow Veterinary Clinic's Special Land Use Permit application and the standards for such review as set forth in Article 7,

section 7.36 of Chapter 126, Zoning, of the City Code;

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission finds the standards imposed under the City Code have been met, subject to the conditions below, and that Gasow Veterinary Clinic's application for a Special Land Use Permit , Final Site Plan and Design Review at 36877 Woodward Ave is hereby approved;

BE IT FURTHER RESOLVED, That the City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

1. Gasow Veterinary Clinic shall abide by all provisions of the Birmingham City Code;
2. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest.

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

BE IT FURTHER RESOLVED, Except as herein specifically provided, Gasow Veterinary Clinic and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of Gasow Veterinary Clinic to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

BE IT FURTHER RESOLVED, the Special Land Use Permit for Gasow Veterinary Clinic will not take into effect until the lot combination application is approved.

BE FURTHER RESOLVED that Gasow Veterinary Clinic is recommended for the construction of a new two-story veterinary clinic, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on July 25th, 2022.

Alexandria Bingham
City Clerk

**CONTRACT FOR A SPECIAL LAND USE PERMIT
FOR 36877 WOODWARD AVE – MIDWEST VETERINARY
PARTNERS LCC**

This Contract is entered into this _____ day of _____, 2022 by and between MIDWEST VETERINARY PARTNERS LLC (GASOW VETERINARY CLINIC), whose address is 20450 Civic Center Dr, Southfield, MI 48076 (Licensee), 36877 WOODWARD AVENUE LLC and ROMEO PLANK PROPERTIES LLC, as tenants in common, whose address is 30100 Telegraph Rd, Suite 360, Bingham Farms, MI 48025 (Property Owner), and the **CITY OF BIRMINGHAM**, a Michigan Municipal Corporation, whose address is 151 Martin Street, Birmingham, Michigan 48009 (City).

R E C I T A L S:

WHEREAS, A Special Land Use Permit application was filed in February 2022 for approval of a new two-story veterinary clinic in the the TZ-3 Transition Zone;

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of Woodward Ave, south of Quarton Road;

WHEREAS, The land is zoned TZ-3 Transition, which permits the operation of Veterinary Clinics with a Special Land Use Permit; and,

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

WHEREAS, the City of Birmingham Commission is approving this agreement in granting a contract to MIDWEST VETERINARY PARTNERS PLLC (GASOW VETERINARY CLINIC) for the issuance of a Special Land Use Permit to a veterinary clinic in accordance with Chapter 126, Article 2, Section 2.45(C)(2)(u).

NOW, THEREFORE, the parties agree as follows:

1. Licensee acknowledges that no modifications to the site plan, floor plan, elevations or operation of the veterinary clinic may be made unless approved by the City Commission through a Special Land Use Permit Amendment. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.
2. Licensee agrees that it shall adhere to all Federal, State and Local laws currently in effect or as subsequently amended or enacted.
3. Licensee agrees that its failure to follow any of the provisions herein may be grounds for the Birmingham City Commission to revoke the Special Land Use Permit which would prohibit Licensee from operating the veterinary clinic. Licensee agrees that in addition to the City of Birmingham's right to seek revocation of the Special Land Use Permit, the City retains any and all rights to enforce this Contract that may be available to it in law or in equity. Licensee further

agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking the revocation of the Special Land Use Permit, as well as enforcing such other rights as may be available at law and/or in equity.

4. To the fullest extent permitted by law, Licensee and Property Owner and any entity or person for whom Licensee and the Property Owner is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City against any and all claims, demands, suits, or loss, including all costs connected therewith, including all costs and actual attorney fees, and for any damages which may be asserted, claimed or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, by reason of personal injury, including bodily injury, death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with Licensee's operation of an establishment at the Property.

5. In the event Licensee fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code.

6. Any disputes arising under this Contract shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the City. The Licensee and Property Owner shall notify the City of any dispute it has arising out of this Contract and shall demand that the City elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Oakland County Circuit Court. The City shall make its election in writing within thirty (30) days from the receipt of such notice. If the City elects to have the dispute resolved by compulsory arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan, with each of the parties appointing one arbitrator and the two thus appointed appointing a third. In the event the City fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court.

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

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

9. The City Commission determines that to ensure continued compliance with Code standards and to protect public health, safety, and welfare, this Special Land Use Permit is granted subject to the following conditions:

- a. MIDWEST VETERINARY PARTNERS PLLC (GASOW VETERINARY CLINIC) shall abide by all provisions of the Birmingham City Code; and
- b. The Special Land Use Permit may be canceled by the City Commission upon finding that the continued use is not in the public interest; and

10. Failure to comply with any of the above conditions shall result in termination of the Special Land Use Permit.

11. Except as herein specifically provided, MIDWEST VETERINARY PARTNERS PLLC (GASOW VETERINARY CLINIC) and its heirs, successors, and assigns shall be bound by all ordinances of the City of Birmingham in effect at the time of the issuance of this permit, and as they may be subsequently amended. Failure of MIDWEST VETERINARY PARTNERS PLLC (GASOW VETERINARY CLINIC) to comply with all the ordinances of the City may result in the Commission revoking this Special Land Use Permit.

12. MIDWEST VETERINARY PARTNERS PLLC (GASOW VETERINARY CLINIC) is recommended for the operation of a veterinary clinic, subject to final inspection.

13. This Contract shall be binding upon and apply and inure to the benefit of the parties hereto and their respective successors or assigns. The covenants, conditions, and the agreements herein contained are hereby declared binding on the CITY OF BIRMINGHAM, the Property Owner and Licensee. It is further agreed that there shall be no change, modification, or alteration hereof, except in writing, signed by all of the parties hereto. Neither party shall assign any of the rights under this contract without prior approval, in writing, of the other. Any attempt at assignment without prior written consent shall be void and of no effect.

(This space intentionally left blank)

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

MIDWEST VETERINARY PARTNERS, LLC
(Licensee)

By: [Signature]
Its: Joseph Wilcox
Date: 7/18/2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18TH day of July, 2022, before me personally appeared Joseph Wilcox, who acknowledged that with authority on behalf of Midwest Veterinary Partners to do so he/she signed this Agreement.

[Signature]
Notary Public
Oakland County, Michigan
Acting in _____ County, Michigan
My commission expires: 12-10-2028

PATRICK LENNOX
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 10, 2028
ACTING IN COUNTY OF Oakland

36877 WOODWARD AVENUE
LLC (Property Owner)

By: [Signature]
Its: Michael Bailey, Manager
Date: July 18, 2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18 day of July, 2022, before me personally appeared
Michael Bailey, who acknowledged that with authority on behalf of 36877 WOODWARD
AVENUE LLC to do so he/she signed this Agreement.

[Signature]
Notary Public
OAKLAND County, Michigan
Acting in _____ County, Michigan
My commission expires: 2/12/25

THERESA M. WOJTALEWICZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 12, 2027
ACTING IN COUNTY OF

ROMEO PLANK PROPERTIES LLC (Property
Owner)

By: [Signature]
Its: John Panourgias, Authorized
Representative
Date: July 18, 2022

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 18th day of July, 2022, before me personally appeared

John Panourgias, who acknowledged that with authority on behalf of ROMEO PLANK PROPERTIES
LLC to do so he/she signed this Agreement.

[Signature]
Notary Public
OAKLAND County, Michigan
Acting in _____ County, Michigan
My commission expires: 2/12/25

THERESA M. WOJTALEWICZ
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Feb 12, 2027
ACTING IN COUNTY OF

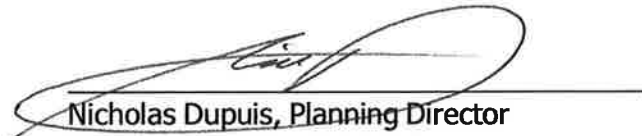
CITY OF BIRMINGHAM

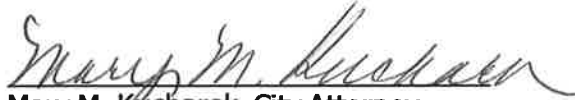
By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:


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


Nicholas Dupuis, Planning Director
(Approved as to substance)


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

2-STORY BUILDING NEW CONSTRUCTION

36877 WOODWARD AVENUE BIRMINGHAM, MICHIGAN 48009



LANDSCAPE ARCHITECT

MICHAEL J. DUL & ASSOCIATES
212 DAINES STREET
BIRMINGHAM, MICHIGAN 48009
PH.: 248-644-3410

CIVIL ENGINEER

DESIGN OPTIMIZATION TECHNOLOGIES CORPORATION
424 JEFFERSON STREET
ST CHARLES, MISSOURI 63301
PH.: 636-724-9872

CONSTRUCTION MANAGEMENT

RWE DESIGN BUILD
16 W. 361 S. FRONTAGE ROAD, SUITE 106
BURR RIDGE, ILLINOIS 60527
PH.: 630-734-0883
www.RWEDESIGNBUILD.com

ARCHITECT OF RECORD

LINDEN GROUP, INC.
10100 ORLAND PARKWAY, SUITE 110
ORLAND PARK, ILLINOIS 60467
PH.: 708-799-4400
www.LindenGROUPInc.com

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ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
10100 ORLAND PARKWAY SUITE 110
ORLAND PARK, ILLINOIS 60467
(708) 799-4400
WWW.LINDENGROUPINC.COM



1303 Ogden Ave.
Downers Grove, IL 60515
(630) 734-0883

**GASOW VETERINARY
HOSPITAL**

36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009

DATE	DRAWN	DESCRIPTION
02-23-2022	AS	SITE PLAN REVIEW
04-12-2022	AS	SITE PLAN REVIEW REVISIONS
06-03-2022	AS	FINAL SITE PLAN APPROVAL

2021-0131
PROJECT NUMBER
06-03-2022
DATE
AS **MM**
DRAWN BY FINAL REVIEW

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SHEET TITLE
TITLE SHEET

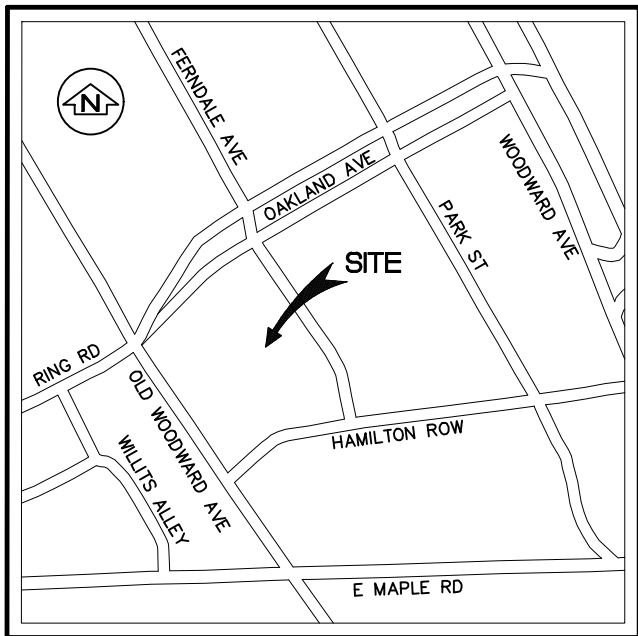
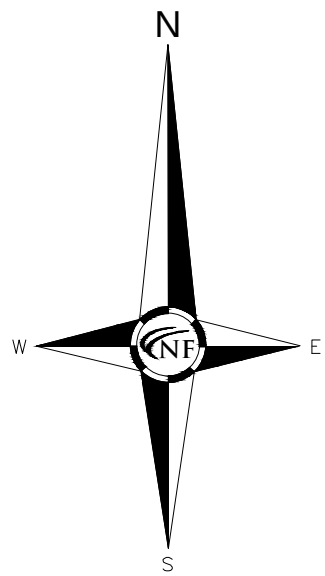
SHEET NUMBER
T-0.0



LEGEND

- ASPH = Asphalt
- C = Cable Service
- CATV = Cable Television/Box/Riser
- CB = Catch Basin
- CO = Clean Out
- CONC = Concrete
- E = Electric Service
- EM = Electric Meter
- EC = Electric Conduit/Riser
- FI = Found Iron
- FIP = Found Iron Pipe
- FMON = Found Monument
- G = Gas Service/Gas Main
- GL = Ground Light
- GM = Gas Meter
- GP = Guard Post
- GV = Gate Valve
- HYD = Hydrant
- LP = Light Pole
- L/S = Landscape
- MH = Manhole
- MON = Monument
- MW = Monitor Well
- OH LINES = Overhead Lines
- P = Phone
- PH = Physically Handicapped
- PIV = Post Indicator Valve
- P/L = Property Line
- PM = Parking Meter
- ROW = Right of Way
- SAN = Sanitary Sewer
- SB = Stop Box (Water)
- SI = Set Iron
- SO = Shutoff (Water)
- SS = Storm Sewer
- STM = Storm
- TRANS = Transformer
- UL = Underground
- UP = Utility Pole
- WM = Water Main
- (R) = Record Measurement
- (M) = Surveyed Measurement
- (C) = Calculated

GRAPHIC SCALE 1"=20'



LEGAL DESCRIPTION (PER WARRANTY DEED)
Land in the City of Birmingham, Oakland County, Michigan, described as follows:
Lots 19 through 27, both inclusive, except the Easterly 1 foot as measured at right angles to Woodward Avenue, also Lot 35 of Quarton Lake Estates Replat of East part of Quarton Lake Estates Subdivision according to the plat thereof recorded in Liber 38 of Plats, Pages 24 and 24A of Oakland County Records.
P.I.N.: 19-25-101-010 (Lots 20-25) 36877 Woodward Avenue
19-25-101-009 (Lot 26) Woodward Avenue
19-25-101-008 (Lot 27) Woodward Avenue
19-25-101-001 (Lot 35) Woodward Avenue
19-25-101-011 (Lot 19) Woodward Avenue

BASIS OF BEARING NOTE
The basis of bearing for this survey was established by Woodward Avenue as shown on the recorded Plat of QUARTON LAKE ESTATES REPLAT OF EAST PART OF QUARTON LAKE ESTATES SUBDIVISION

TITLE NOTES

- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by making inquiry of persons in possession of the Land.
- Easements, encumbrances, or claims thereof, not shown by the Public Records.
- Building and use restrictions and other terms covenants and conditions, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c), disclosed by instrument recorded in Liber 1110, Page 526. (Affects Lots 21, 22 and 23) [DOCUMENT REFERENCES SEVERAL BUILDING & HEIGHT RESTRICTIONS THAT ARE NOT PLOTTED HEREON; CLIENT SHOULD OBTAIN A LEGAL OPINION WHETHER OR NOT & HOW SAID RESTRICTIONS MAY AFFECT THE SUBJECT LAND]
- Easement granted to County of Oakland disclosed by instrument recorded in Liber 10504, Page 750, Oakland County Records. (Affects Lot 35) [SAID TEMPORARY EASEMENT IS NOT PLOTTED HEREON].
- Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
- Rights of tenants under unrecorded leases.

All exceptions shown or noted on this survey were obtained from Title Commitment No. NCS-938243-MICH, with a commitment date of November 16, 2018, issued by First American Title Insurance Company.

SITE DATA
Total Gross Land Area: 71,311 Square Feet or 1.64 Acres.
Zoned: TZ-3 (Transition Zone)
Building Setbacks:
Front= 0-5'
Building facade shall be built to within 5 feet of the front lot line for a minimum of 75% of the street frontage length.
Sides= 0' or 10' from side lot line abutting a single-family district
Rear= 10' or 20' abutting single family zoning district
Max. Building Height permitted: 3 stories/42'
Total Parking: 39 spaces including 2 barrier free spaces.

The above setback & height requirements were obtained from the City of Birmingham Zoning Ordinance. Note: A surveyor cannot make a certification on the basis of an interpretation or opinion of another party. A zoning endorsement letter should be obtained from the City of Birmingham to insure conformity as well as make a final determination of the required building setback requirements.

FLOOD HAZARD NOTE
The Property described on this survey does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency; the property lies within Zone X of the Flood Insurance Rate Map identified as Map No. 26125C0536F bearing an effective date of 09-29-2006.

CEMETERY NOTE
There was no observable evidence of cemeteries or burial grounds within the subject property.

TABLE A NOTES

16: There was no observable evidence of current earth moving work, building construction or building additions observed in the process of conducting the fieldwork.

17: There are no known proposed changes in street right-of-way lines available from the controlling jurisdiction.

17: There was no observable evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18: There was no observable evidence of wetlands within the subject property.

SURVEYOR'S CERTIFICATION
To:
Romeo Plank Properties, LLC
36877 Woodward Avenue, LLC
First American Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 6(a), 6(b), 7(a), 7(b), 7(c), 8, 9, 13, 14, 16, 17, 19 and 20 of Table A thereof.

The field work was completed on 10-22-2018.

KEVIN NAVAROLI, P.S.
No. 53503
Dated: 11-01-2018
Revised: 12-14-2018

STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
No. 53503

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
TEL. (248) 332-7931
FAX. (248) 332-8257
EMAIL: www.nowakfraus.com

PROJECT
GASOW VETERINARY HOSPITAL

PROJECT LOCATION
No. 36877 Woodward Avenue
Part of the NW. 1/4 of Section 25, T.2N., R.10E., City of Birmingham, Oakland County, MI

SHEET
ALTA / NSPS
Land Title Survey

REVISIONS
12-12-2018 Rev. Certification
12-14-2018 Rev. Commitment

DRAWN BY:
K.N.

APPROVED BY:
K.N./R.FRAUS

EMAIL:
rfraus@nfe-engr.com

DATE ISSUED:
11-01-2018

SCALE:
1"=20'

NFE JOB NO.
K700

SHEET NO.
1 of 1

GASOW VETERINARIAN CLINIC

36877 Woodward Ave, Birmingham, MI 48009

CIVIL PLANS

LEGAL DESCRIPTION PARCEL 1
LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS FOLLOWS:

THE EAST 50 FEET OF LOT 29, AND ALL OF LOTS 30, 31, 32, 33, AND 34, OF QUARTAN LAKE ESTATES COMPANY REPLYE OF EAST PART OF QUARTAN LAKE ESTATES SUBDIVISION AS SHOWN IN LIBER 8B OF PLATS, PAGES 24 AND 25, OAKLAND COUNTY RECORDS. ALSO THAT PART OF VACATED QUARTAN ROAD WHICH WAS FORMERLY PART OF THE NORTHWEST CORNER OF SAID LOT 29, BEING THE WESTERN SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 26 AND PARTS OF THE NORTHEAST 1/4 OF SECTIONS 35 AND THE NORTHWEST 1/4 OF SECTIONS 36 AND 37, TOWNSHIP 2 NORTH, RANGE 10 EAST, OF BIRMINGHAM, IS FORMERLY BLOOMFIELD TOWNSHIP, OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 14 OF PLATS, PAGES 8, 9A, AND 8B, OAKLAND COUNTY RECORDS. BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 29 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 70; THENCE SOUTH 24°12'50" EAST 66.37 FEET ALONG THE EAST LINE OF SAID LOT 29 TO THE POINT OF BEGINNING; THENCE SOUTHWEST AS BEING RECORDED AS 54.3 FEET TO THE NORTHEAST CORNER OF LOT 34 AND POINT OF BEGINNING; THENCE SOUTHWEST AS BEING RECORDED IN QUARTAN ESTATES COMPANY REPLYE OF EAST PART OF QUARTAN LAKE ESTATES SUBDIVISION, AS RECORDED IN LIBER 8B OF PLATS, PAGES 24 AND 25, OAKLAND COUNTY RECORDS, TO THE POINT OF BEGINNING; OR 68°40'40" WEST, 121.10 FEET ALONG THE NORTH LINE OF LOT 34 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 04°12'50" EAST 10.10 FEET ALONG THE WEST LINE OF SAID LOT 34 TO THE WESTERN SUBDIVISION OF THE WEST LINE OF SAID LOT 34; THENCE SOUTH 88°54'10" EAST 10.10 FEET ALONG A LINE 60.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 34, TO THE POINT OF BEGINNING; OR 25°00'00" WEST, 121.10 FEET ALONG THE NORTH LINE OF TOWNSHIP 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM; THENCE SOUTH 24°12'50" EAST, 36.50 FEET ALONG THE NORTHERLY SUBDIVISION OF THE EAST LINE OF SAID LOT 34 TO THE POINT OF BEGINNING.

CONTAINING 15,698 SQUARE FEET OR 0.360 ACRES
P.I.N.: 08-19-25-101-006

LEGAL DESCRIPTION PARCEL 2

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN,
DESCRIBED AS FOLLOWS:

LOTS 19 THROUGH 27, BOTH INCLUSIVE, EXCEPT THE EASTERLY 1 FOOT AS MEASURED AT RIGHT ANGLES TO WOODWARD AVENUE, ALSO LOT 35 OF QUARTON LAKE ESTATES REPLAT OF EAST PART OF QUARTON LAKE ESTATES SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN LIBER 38 OF PLATS, PAGES 24 AND 24A OF OAKLAND COUNTY RECORDS.

CONTAINING 71,311 SQUARE FEET OR 1.64 ACRES.

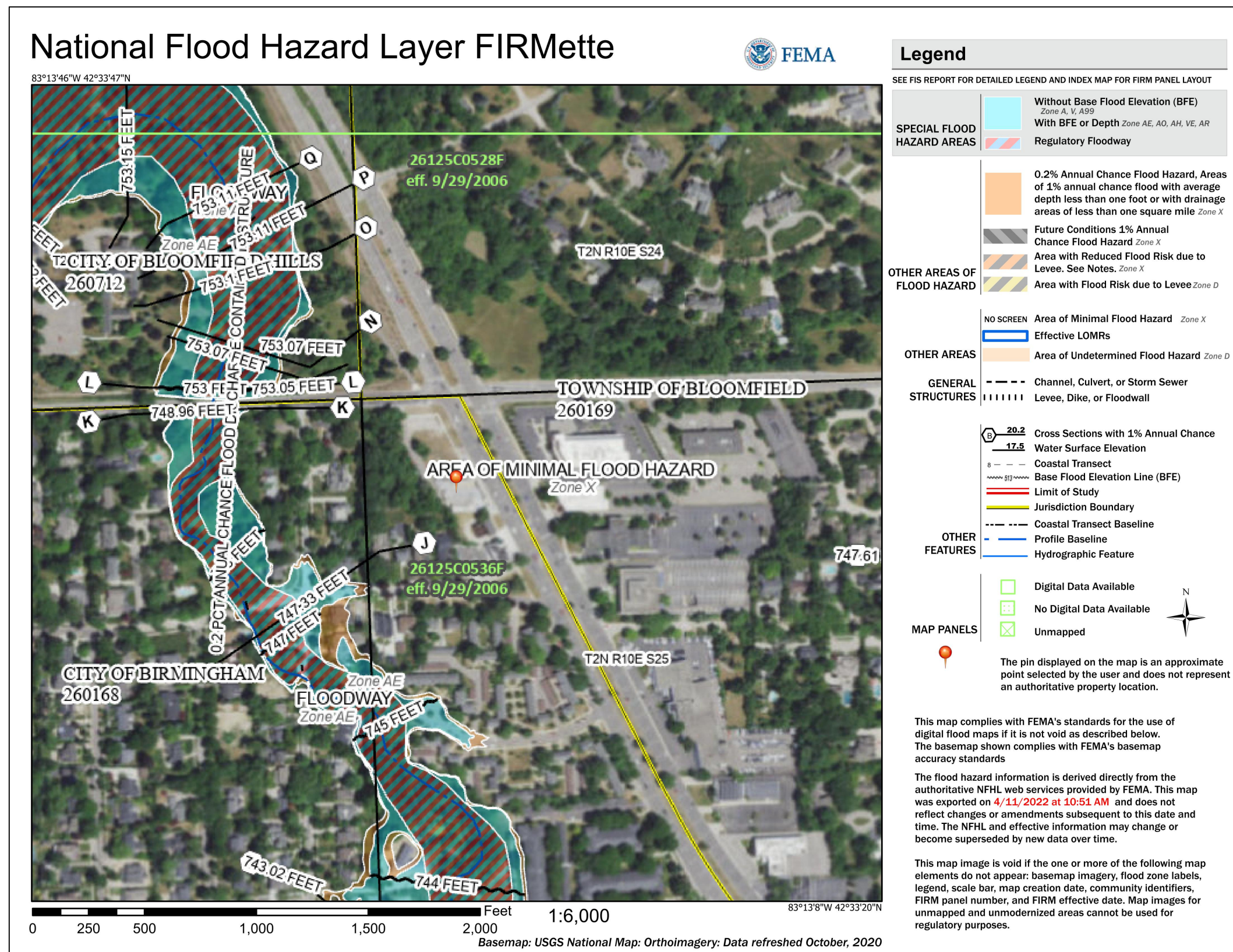
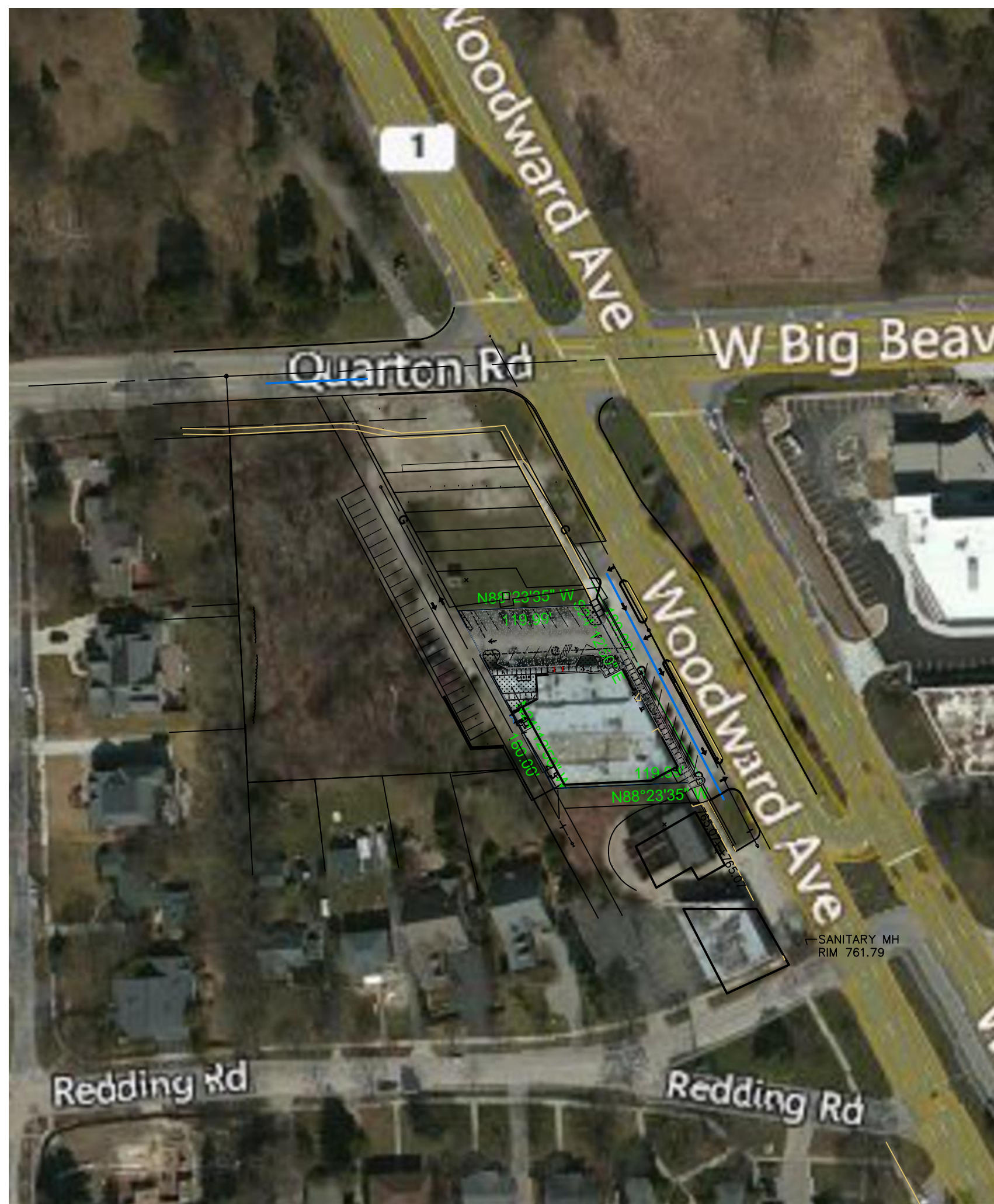
P.I.N.: 19-25-101-010 (LOTS 20-25) 36877 WOODWARD AVENUE
19-25-101-009 (LOT 26) _____ WOODWARD AVENUE
19-25-101-008 (LOT 27) _____ WOODWARD AVENUE
19-25-101-001 (LOT 35) _____ WOODWARD AVENUE
19-25-101-011 (LOT 19) _____ WOODWARD AVENUE

BASIS OF BEARING NOTE

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED BY
WOODWARD AVENUE AS SHOWN ON THE RECORDED PLAT OF
QUARTON LAKE ESTATES REPLAT OF EAST PART OF QUARTON LAKE
ESTATES SUBDIVISION.

FLOOD HAZARD NOTE

THE PROPERTY DESCRIBED ON THIS SURVEY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE PROPERTY LIES WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP IDENTIFIED AS MAP NO. 26125C0536F BEARING AN EFFECTIVE DATE OF 09-29-2006.



Sheet List Table	
Sheet Number	Sheet Title
C-1	COVER SHEET
C-2	GENERAL NOTES
C-3	Existing Plan
C-4	Existing Demo
C-5	SITE PLAN
C-6	GRADING PLAN
C-7	UTILITY PLAN
C-8	UTILITY DETAILS
C-9	EROSION CONTROL PLAN
C-10	EROSION CONTROL DETAILS
C-11	CONSTRUCTION DETAILS



THIS DRAWING IS PRELIMINARY
UNTIL SIGNED AND SEALED BY
THE LICENSED PROFESSIONAL
NOTED BELOW.

PROFESSIONAL SEAL

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DOTec Engineering
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THE PROFESSIONAL ENGINEER WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS, SPECIFICATIONS AND DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHER'S FAILURE TO OBTAIN AND OR FOLLOW THE PROFESSIONAL ENGINEER GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES, OR CONFLICTS WHICH ARE ALLEGED. BUILDINGS TO BE CONSTRUCTED MUST CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS. PROFESSIONAL ENGINEER TO BE NOTIFIED PRIOR TO CONSTRUCTION IN THE EVENT OF CODE REVISION OR CHANGES.

[illegible]

COVER SHEET

DATE: 4-11-2022

PROJECT: GASOW VETERINARY HOSPITAL

CLIENT: 36877 WOODWARD AVENUE BIRMINGHAM MICHIGAN 48009

C-1

PROJECT NUMBER: ----

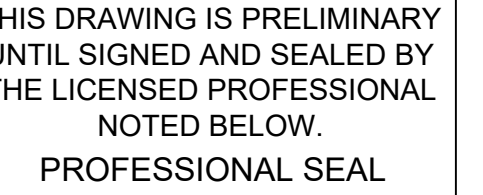
DRAWN BY:

CHECKED BY: _____

PRELIMINARY DRAWING

GENERAL		GRADING		SANITARY SEWERS		LEGEND		 THIS DRAWING IS PRELIMINARY UNTIL SIGNED AND SEALED BY THE LICENSED PROFESSIONAL NOTED BELOW. PROFESSIONAL SEAL																																																																																																																																													
THE UNDERGROUND UTILITIES SHOWN HEREIN HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, OR NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATIONS OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE "UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT", CHAPTER 319, RSMO. GAS, WATER, AND OTHER UTILITIES SHALL NOT CONFLICT WITH THE DEPTH OR HORIZONTAL LOCATION OF EXISTING AND PROPOSED SANITARY AND STORM SEWERS, INCLUDING BUILDING LATERALS. THE CONTRACTOR SHALL SECURE ALL REQUIRED PERMITS AND NOTIFY THE INSPECTION DEPARTMENT AND SEWER DISTRICT AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION. PRIOR TO SUBMITTAL OF CONSTRUCTION BIDS, THE CONTRACTOR SHALL BE REQUIRED TO VISIT THE SITE TO VERIFY EXISTING CONDITIONS AND PROPOSED IMPROVEMENTS. REMOVAL AND/OR DEMOLITION OF ALL EXISTING STRUCTURE(S), PAVEMENT AND UTILITIES SHALL BE COORDINATED WITH OWNER OR OWNER'S REPRESENTATIVE. ALL ELEVATIONS SHOWN ARE TO U.S.G.S. DATUM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION AND COORDINATION WITH ALL UTILITY COMPANIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES IN THE PLANS. PERMIT WILL BE REQUIRED FOR CONSTRUCTION OF RETAINING WALLS. ALL ADJACENT OFFSITE PROPERTY OWNERS SHALL BE GIVEN NOTICE 48 HOURS IN ADVANCE OF ANY WORK. ANY DISTURBED OFFSITE PROPERTY (IE. BUSHES, FENCES, MAILBOXES, ETC.) SHALL BE REPLACED, IN KIND, AT THE DEVELOPER'S EXPENSE. THE DEVELOPER IS ADVISED THAT UTILITY COMPANIES WILL REQUIRE COMPENSATION FOR RELOCATION OF THEIR UTILITY FACILITY WITHIN THE PUBLIC ROAD RIGHT-OF-WAY. UTILITY RELOCATION COST SHALL BE CONSIDERED THE DEVELOPER'S RESPONSIBILITY. THE DEVELOPER SHOULD ALSO BE AWARE OF EXTENSIVE DELAYS IN UTILITY COMPANY RELOCATION AND ADJUSTMENTS. SUCH DELAYS WILL NOT CONSTITUTE A CAUSE TO ALLOW OCCUPANCY PRIOR TO COMPLETION OF ROAD IMPROVEMENTS. ADJUSTMENTS WILL NOT CONSTITUTE A CAUSE TO ALLOW OCCUPANCY PRIOR TO COMPLETION OF ROAD IMPROVEMENTS. ALL CONSTRUCTION SHALL BE PER MOST CURRENT DETAILS LOCATED IN THE SEDIMENT AND EROSION CONTROL MANUAL.		ALL FILL AREAS, INCLUDING TRENCH BACKFILLS, UNDER BUILDINGS, PROPOSED SEWER LINES AND PAVED AREAS, SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY THE "MODIFIED AASHTO T-180 COMPACTION TEST, A.S.T.M. D-1557", UNLESS OTHERWISE REQUIRED BY THE INSPECTING GEOTECHNICAL ENGINEER. ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH, MATERIALS FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIALS AND DEBRIS, IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND AS DIRECTED BY THE SOILS ENGINEER. PRIOR TO ANY GRADING OR EXCAVATIONS, PROPER SILTATION CONTROL DEVICES SHALL BE INSTALLED. ADDITIONAL SILTATION CONTROL DEVICES MAY BE REQUIRED AS DIRECTED BY THE DEPARTMENT OF HIGHWAYS AND TRAFFIC. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SILTATION CONTROL DEVICES THROUGHOUT THE CONSTRUCTION OF THIS PROJECT. CONTRACTOR SHALL KEEP EXISTING ROADWAYS FREE FROM MUD, ROCK AND DEBRIS AT ALL TIMES. ALL DISPOSAL OF MATERIAL REMOVED FROM THE SITE SHALL BE DONE IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS. NO GRADED SLOPE SHALL EXCEED 3 FEET HORIZONTAL TO 1 FOOT VERTICAL (3:1), UNLESS APPROVED BY THE GEOTECHNICAL ENGINEER. NO ADDITIONAL AREAS (NOT SHOWN ON THE PLANS) SHALL BE CLEARED WITHOUT EXPRESS PERMISSION OF THE OWNER OR OWNER'S REPRESENTATIVE. PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADES AND READ TO THE TOP OF PAVEMENT, CURBS, OR DIRT, AS APPLIES. ALL GRADES FOR THE BUILDING PADS SHALL BE WITHIN 0.1 FT. MORE OR LESS OF THOSE SHOWN ON THESE PLANS. ALL OTHER GRADES SHALL BE WITHIN 0.2 FT. MORE OR LESS. CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING PADS.		ALL PUBLIC SEWER CONSTRUCTION, METHODS AND MATERIALS, SHALL BE IN ACCORDANCE WITH THE SEWER DISTRICTS STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES. ALL SANITARY SEWER LATERALS IN EXCESS OF 100 FEET IN LENGTH SHALL HAVE A CLEANOUT INSTALLED AT 100 FT. INTERVALS. SANITARY SEWER LATERAL CONSTRUCTION SHALL CONFORM TO THE PLANS AND SPECIFICATIONS OF EARLSBORO. ALL MANHOLE TOPS BUILT WITHOUT ELEVATIONS SUPPLIED BY THE ENGINEER SHALL BE THE RESPONSIBILITY OF THE SEWER CONTRACTOR. ALL SANITARY BUILDING LATERALS HAVE BEEN DESIGNED SO THAT THE MINIMUM VERTICAL DISTANCE FROM THE LOW POINT OF THE BOTTOM FLOOR TO THE FLOW LINE OF A SANITARY SEWER AT THE CORRESPONDING BUILDING CONNECTION IS NOT LESS THAN THE DIAMETER OF THE PIPE PLUS A VERTICAL DISTANCE OF 2.5 FT. ALL TRENCH BACKFILLS UNDER PAVEMENT SHALL BE GRANULAR BACKFILLED. P.V.C. GRAVITY SANITARY PIPE SHALL CONFORM TO THE REQUIREMENTS OF A.S.T.M. D-3034, FOR THE P.S.M.-P.V.C. SEWER PIPE FITTINGS. SDR-35. ALL FITTINGS FOR P.V.C. PIPE SHALL BE OF THE SAME MATERIAL AND STRENGTH REQUIREMENTS AS THE SEWER PIPES. WHEN P.V.C. IS USED, APPROPRIATE RUBBER SEAL WATERSTOP, SHALL BE INSTALLED BETWEEN P.V.C. PIPE AND MASONRY CONCRETE OR BRICK STRUCTURES. ALL SANITARY SEWER LATERALS SHOWN ON THE PLAN ARE TO BE CONSTRUCTED OF 4 INCH P.V.C. PIPE AT A MINIMUM SLOPE OF 2% (TWO PERCENT). SEWER CONSTRUCTION AT ONE PERCENT (1%) OR LESS: FOR SEWER PIPE (STORM SANITARY AND COMBINED) WITH A DESIGN GRADE LESS THAN ONE PERCENT (1%), VERIFICATION OF THE PIPE GRADE WILL BE REQUIRED FOR EACH INSTALLED REACH OF SEWER, PRIOR TO ANY SURFACE RESTORATION OR INSTALLATION OF ANY SURFACE IMPROVEMENTS. THE CONTRACTOR'S FIELD SUPERVISOR WILL BE REQUIRED TO PROVIDE DAILY DOCUMENTATION VERIFYING THAT THE AS-BUILT PIPE GRADE MEETS THE DESIGN GRADE THROUGH THE SUBMITTAL OF SIGNED CUT SHEETS TO THE DISTRICT INSPECTOR UPON REQUEST. THE CONTRACTOR WILL BE REQUIRED TO REMOVE AND REPLACE ANY SEWER REACH HAVING AN AS-BUILT GRADE FLATTER THAN THE DESIGN GRADE BY MORE THAN 0.1 %. SEWERS WITH GRADES GREATER THAN THE DESIGN GRADE MAY BE LEFT IN PLACE PROVIDED; NO OTHER SEWER GRADE IS REDUCED BY THIS VARIANCE IN THE AS-BUILT GRADES. DSD ALSO RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO REMOVE AND REPLACE ANY SEWER (AT ANY TIME PRIOR TO CONSTRUCTION APPROVAL) FOR WHICH THE AS-BUILT GRADE DOES NOT COMPLY WITH THE GRADE TOLERANCE STATED IN THE ABOVE PARAGRAPHS. FIELD SURVEYED VERIFICATION MUST BE MADE UNDER THE DIRECTION OF A LICENSED LAND SURVEYOR OR REGISTERED ENGINEER THE SEWER CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COST ASSOCIATED WITH THE FIELD VERIFICATION OF THE SEWER GRADE, OR REMOVAL AND REPLACEMENT OF THE SEWER PIPE OR ASSOCIATED APPURTENANCES. REMOVE, REPLACE OR REHAB: THE REMOVAL AND REPLACEMENT, OR REHABILITATION OF THE EXISTING STRUCTURE WILL BE DETERMINED BY THE DSD FIELD INSPECTOR. IF THE STRUCTURE IS DETERMINED TO REMAIN IN PLACE, THEN THE TOP SHALL BE ADJUSTED TO GRADE, IF NEEDED. FILL OR REMOVE,ABANDONED SEWER. ABANDONED SEWERS SHALL BE REMOVED OR COMPLETELY FILLED WITH GROUT.		<table><tr><td>A.I.</td><td>AREA INLET</td><td>T.C.</td><td>TOP OF CURB ELEVATION</td></tr><tr><td>A.T.G.</td><td>ADJUST TO GRADE</td><td>TW</td><td>TOP OF WALL</td></tr><tr><td>BM</td><td>BENCHMARK</td><td>TEL PED</td><td>TELEPHONE PEDESTAL</td></tr><tr><td>C.M.P.</td><td>CORRUGATED METAL PIPE</td><td>TF</td><td>TOP OF FOUNDATION</td></tr><tr><td>C.I.</td><td>CURB INLET</td><td>BSM'T</td><td>BASEMENT FLOOR ELEV.</td></tr><tr><td>C.L.</td><td>CENTERLINE</td><td>TH</td><td>TEST HOLE</td></tr><tr><td>D.S.</td><td>DOWNSPOUT</td><td>-UE-</td><td>UNDERGROUND ELECTRIC</td></tr><tr><td>C.O.</td><td>CLEAN OUT</td><td>-UT-</td><td>UNDERGROUND TELEPHONE</td></tr><tr><td>E.P.</td><td>END OF PIPE</td><td>-W-</td><td>WATER LINE</td></tr><tr><td>F.L.</td><td>FLOW LINE ELEVATION</td><td>U.I.P.</td><td>USE IN PLACE</td></tr><tr><td>F.E.</td><td>FLARED END SECTION</td><td>T.B.R.</td><td>TO BE REMOVED</td></tr><tr><td>-X-</td><td>FENCE LINE</td><td>(TYP.)</td><td>TYPICAL</td></tr><tr><td>G</td><td>GAS LINE</td><td>~ 500 ✓</td><td>EXISTING CONTOUR</td></tr><tr><td>GT</td><td>GRATED TROUGH</td><td>~ 500 ✓</td><td>PROPOSED CONTOUR</td></tr><tr><td>F.H.</td><td>FIRE HYDRANT</td><td>○</td><td>SANITARY SEWER STRUCTURES</td></tr><tr><td>G.E.</td><td>GROUND ELEVATION</td><td>⬡</td><td>STORM SEWER STRUCTURES</td></tr><tr><td>G.I.</td><td>GRATED INLET</td><td></td><td></td></tr><tr><td>G.M.</td><td>GAS METER</td><td></td><td></td></tr><tr><td>GV</td><td>GAS VALVE</td><td></td><td></td></tr><tr><td>G.W.</td><td>GUY WIRE</td><td></td><td></td></tr><tr><td>H.G.L.</td><td>HYDRAULIC GRADE LINE</td><td></td><td></td></tr><tr><td>L.S.</td><td>LIGHT STANDARD</td><td></td><td></td></tr><tr><td>MH</td><td>MANHOLE</td><td></td><td></td></tr><tr><td>RCP</td><td>REINFORCED CONCRETE PIPE</td><td></td><td></td></tr><tr><td>U.P.</td><td>UTILITY POLE</td><td></td><td></td></tr><tr><td>W.M.</td><td>WATER METER</td><td></td><td></td></tr><tr><td>W.V.</td><td>WATER VALVE</td><td></td><td></td></tr><tr><td>-G-</td><td>GAS LINE</td><td></td><td></td></tr><tr><td>-OE-</td><td>OVERHEAD ELECTRIC</td><td></td><td></td></tr><tr><td>-OU-</td><td>OVERHEAD UTILITIES</td><td></td><td></td></tr><tr><td>-T-</td><td>TELEPHONE LINE</td><td></td><td></td></tr><tr><td>FF</td><td>FINISHED FLOOR</td><td></td><td></td></tr><tr><td>TC</td><td>TOP OF CURB</td><td></td><td></td></tr><tr><td>BC</td><td>BOTTOM OF CURB</td><td></td><td></td></tr><tr><td>TP</td><td>TOP OF PAVEMENT</td><td></td><td></td></tr></table>		A.I.	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ALL SEWER CONSTRUCTION, METHODS AND MATERIAL'S, SHALL BE IN ACCORDANCE WITH THE SEWER DISTRICTS STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWERS AND DRAINAGE FACILITIES. ALL TRENCH BACKFILLS UNDER PAVEMENT SHALL BE COMPACTED GRANULAR BACKFILL. ALL STORM SEWERS SHOWN ON THE PLANS ARE TO BE CONSTRUCTED OF REINFORCED CONCRETE PIPE A.S.T.M. C-76 CLASS III, MINIMUM, REGARDLESS OF DIAMETER, UNLESS OTHERWISE SHOWN ON THE PLANS. ALL STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. INTERIM STORM WATER DRAINAGE CONTROL IN THE FORM OF SILTATION CONTROL MEASURES ARE REQUIRED. THE DEVELOPER IS REQUIRED TO PROVIDE ADEQUATE STORM WATER SYSTEMS IN ACCORDANCE WITH M.S.D. STANDARDS. PERMIT WILL BE REQUIRED FOR ROOF DRAIN CONNECTIONS. PUBLIC SEWER MAINTENANCE: MAINTENANCE OF THE SEWERS DESIGNATED AS "PUBLIC" SHALL BE THE RESPONSIBILITY OF THE SEWER DISTRICT UPON DEDICATION OF THE SEWERS TO THE DISTRICT.																																																																																																																																																					
PAVING																																																																																																																																																					
THE CONTRACTOR SHALL SECURE ALL REQUIRED PERMITS AND NOTIFY THE AHJ AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION. CONSTRUCTION EQUIPMENT SHALL BE LOCATED ON THE PAVEMENT SURFACE SO AS TO MAINTAIN AT LEAST ONE LANE OF TRAFFIC DURING WORKING HOURS. SUCH EQUIPMENT SHALL BE SHIELDED WITH BARRICADES, CONES, ETC. NO EXCAVATED MATERIALS SHALL BE STORED ON THE ROADWAY SURFACE OVERNIGHT. ROAD PAVEMENTS SHALL BE KEPT CLEAN AND FREE OF MUD, ROCK AND DEBRIS AT ALL TIMES. THE CONTRACTOR SHALL PROVIDE BARRICADES, FLASHERS AND/OR OTHER SAFETY DEVICES. FOLLOWING COMPLETION OF CONSTRUCTION, ALL TEMPORARY MATERIALS SHALL BE REMOVED AND RIGHT-OF-WAY RESTORED TO ITS ORIGINAL CONDITION. EXISTING IMPROVEMENTS DAMAGED WITHIN THE RIGHT-OF-WAY SHALL BE REPLACED. ALL DISTURBED AREAS WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE REGRADED/RESTORED BY SODDING. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY OFF-STREET PARKING FOR CONSTRUCTION EMPLOYEES. PARKING ON NON-SURFACED AREAS SHALL BE PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVING CONDITIONS.																																																																																																																																																					

PROJECT:	GASOW VETERINARY HOSPITAL	CLIENT:	36877 WOODWARD AVENUE BIRMINGHAM, MICHIGAN 48009	SHEET NUMBER:	C-2	PROJECT NUMBER: ----
						DRAWN BY: ----
						CHECKED BY: ----
						PRELIMINARY DRAWING



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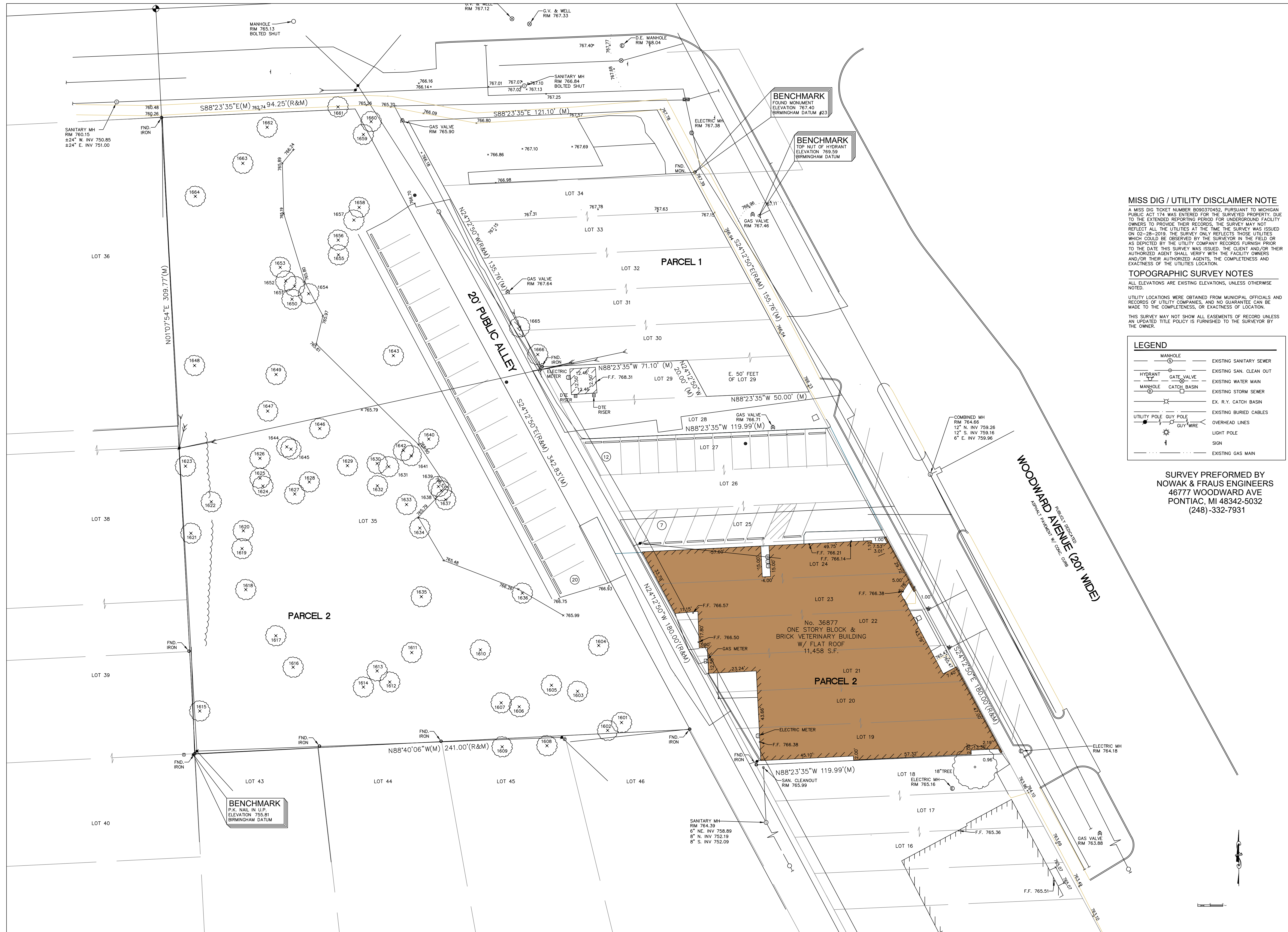
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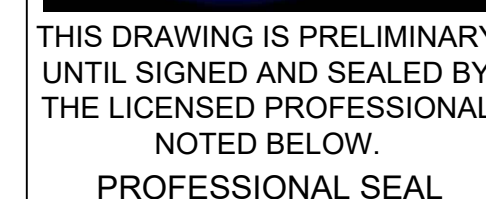
EXISTING PLAN

DATE: 4-11-2022

-3

PROJECT NUMBER: ----
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PRELIMINARY DRAWING





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[illegible]

DEMO PLAN

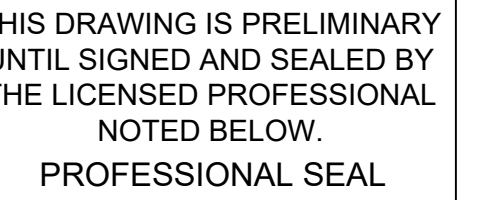
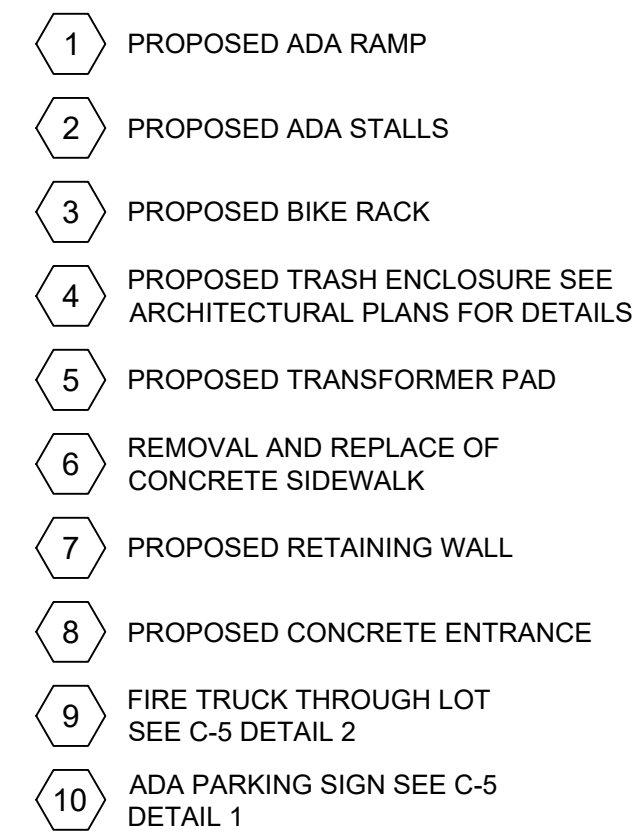
DATE: 4-11-2022

PROJECT: GASOW VETERINARY HOSPITAL

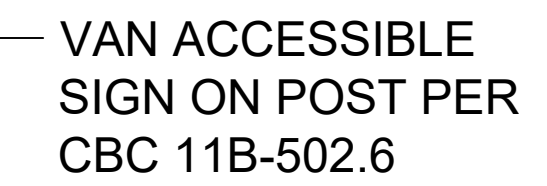
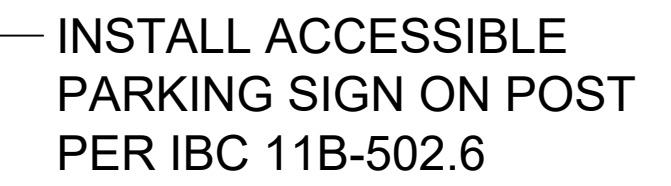
CLIENT: 36877 WOODWARD AVENUE BIRMINGHAM

C-4

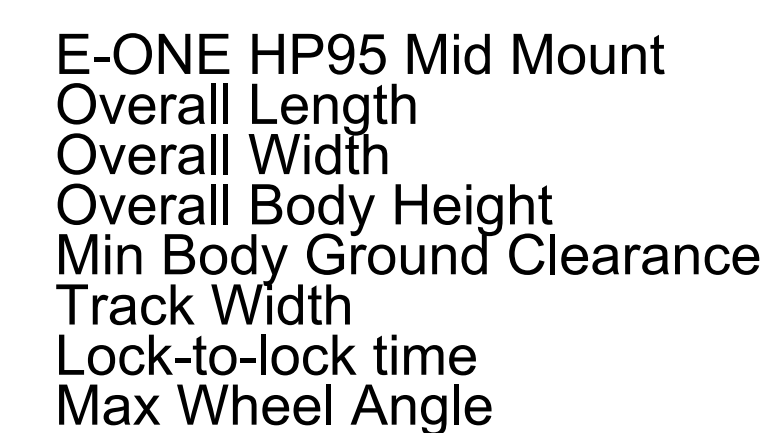
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PRELIMINARY DRAWING



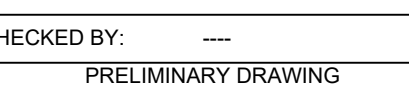
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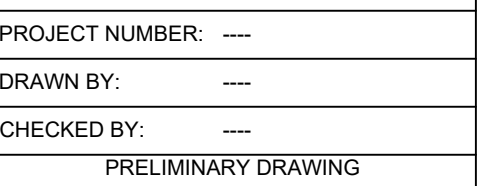
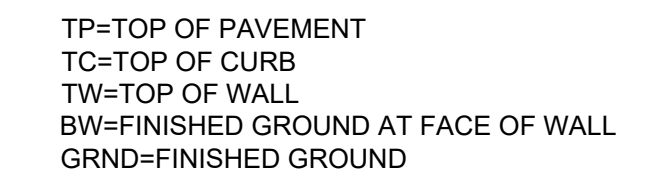


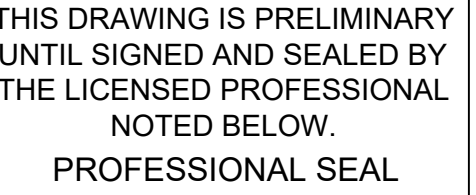
ADA PARKING SIGN DETAIL



47.750ft
8.333ft
11.000ft
1.393ft
8.333ft
6.00s
45.00°







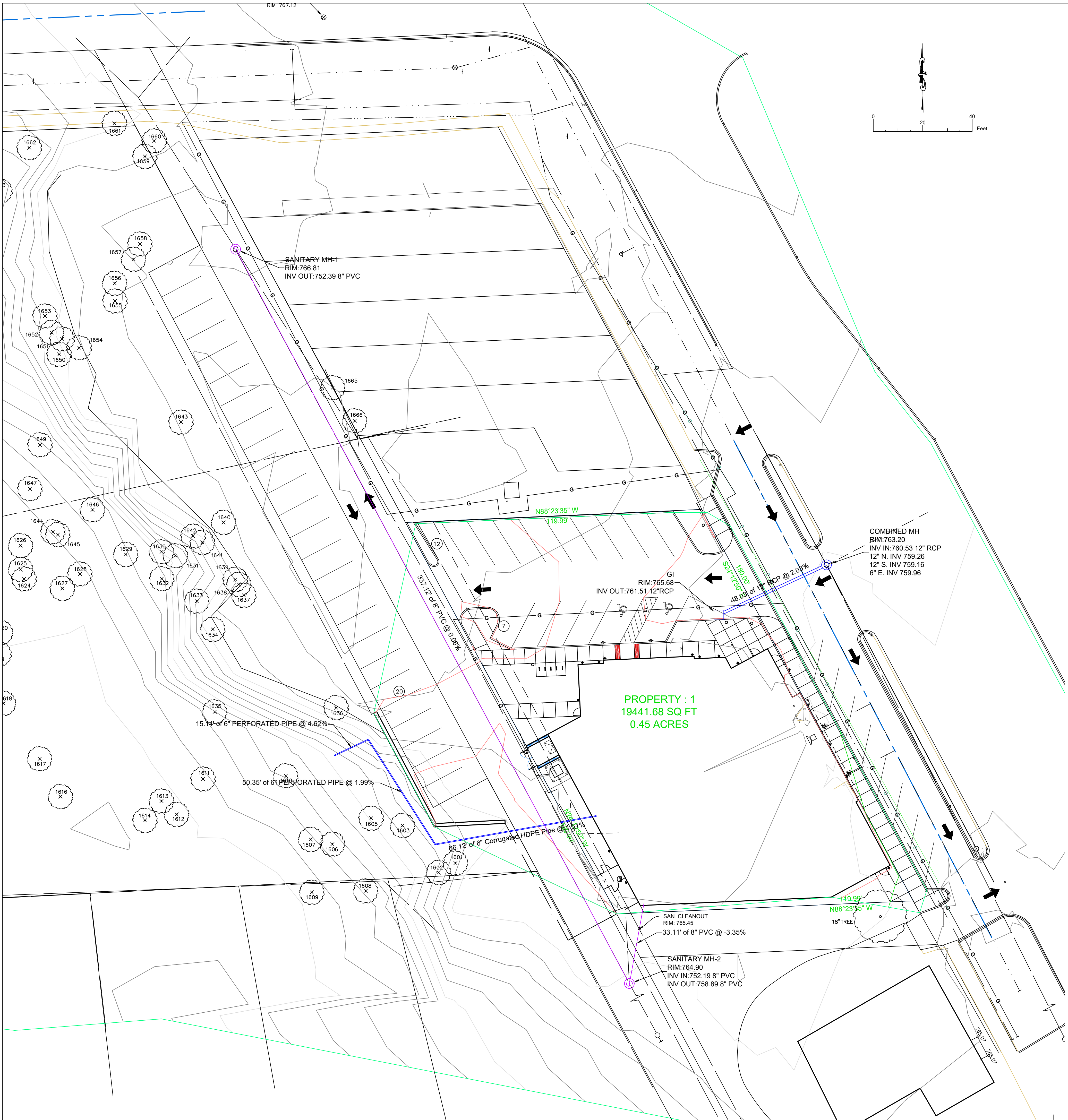
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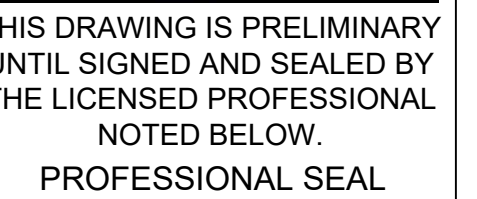
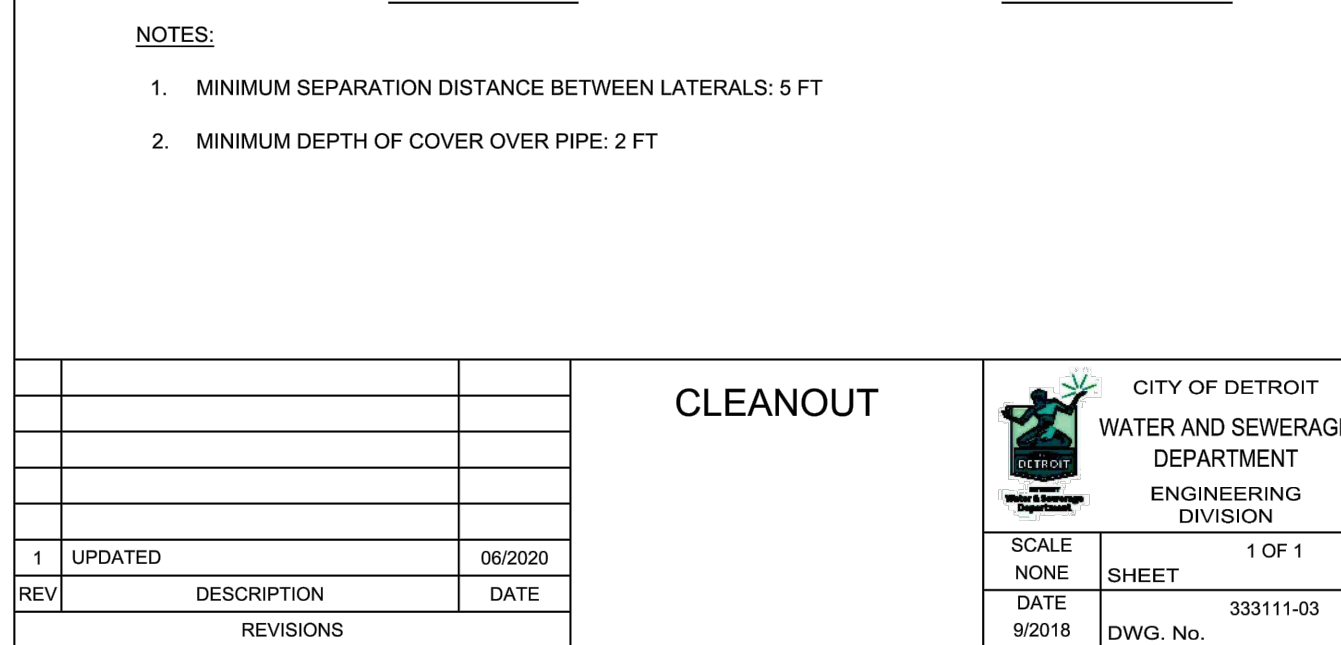
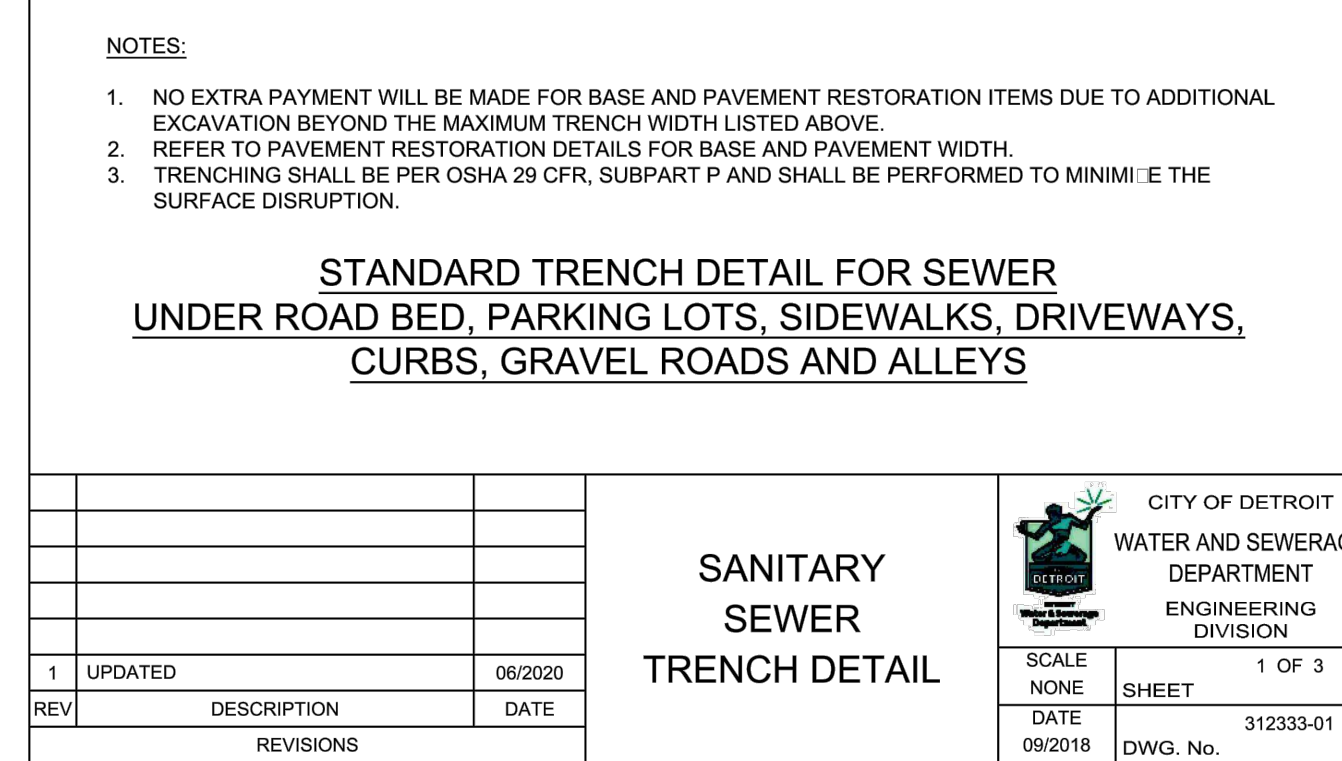
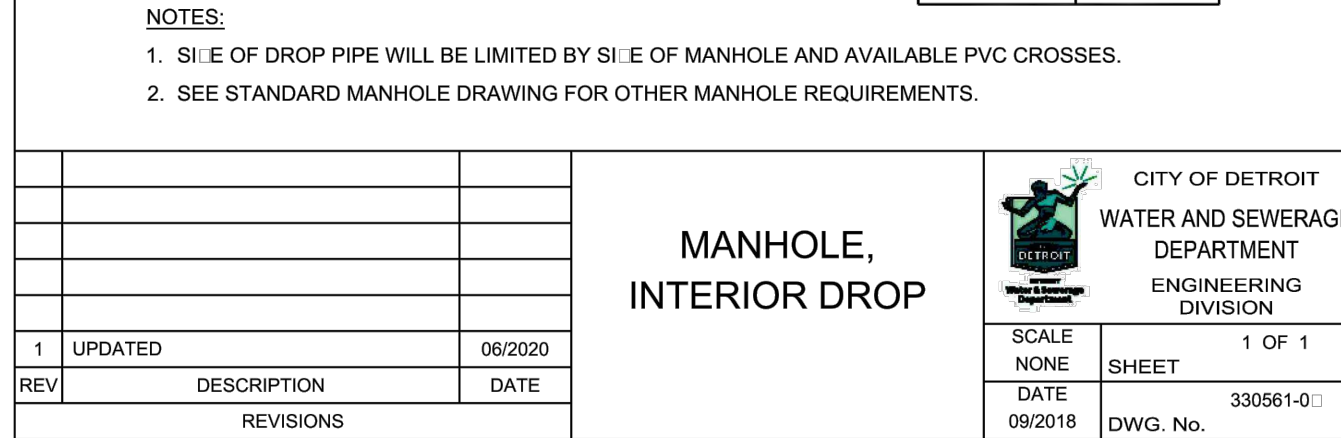
UTILITY PLAN

DATE: 4-11-2022

C-7

PROJECT NUMBER: ----
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PRELIMINARY DRAWING





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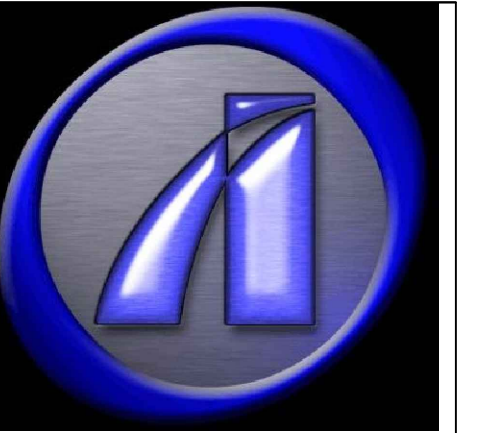
UTILITY DETAILS

DATE: 4-11-2022

SHEET NUMBER:

C-8

PROJECT NUMBER: ----
DRAWN BY: ----
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PRELIMINARY DRAWING



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EROSION CONTROL NOTES

1. NO TREES ARE TO BE REMOVED AND/OR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR GRADING PURPOSES.
2. TOPSOIL IS TO BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED, AND REDISTRIBUTED OVER ALL GRADED AREAS TO A MINIMUM OF 4". ALL AREAS NOT COVERED BY BUILDINGS OR PAVING TO RECEIVE TOPSOIL.
3. ALL GRADED AREAS INCLUDING SLOPES ARE TO BE STABILIZED WITHIN 14 DAYS AFTER GRADING IS COMPLETED. VEGETATION WITH LANDSCAPING DRAWINGS AS TO TYPE OF PERMANENT GROUND COVER TO BE USED. AT A MINIMUM, ALL DISTURBED AREAS ARE TO BE SEEDED AND MULCHED.
4. CUT AND FILL SLOPES ARE NOT TO EXCEED 2.5:1 UNLESS OTHERWISE NOTED.
5. CONSTRUCT EROSION CONTROL DEVICES AS SHOWN AND WHERE DESIGNATED BY THE ENGINEER.
6. ALL NEW STRUCTURES AND EXISTING STRUCTURES SHALL HAVE ALL SEDIMENT REMOVED PRIOR TO ACCEPTANCE.
7. ALL DIMENSIONS AND LOCATIONS OF TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS NECESSARY TO BE EFFECTIVE.
8. WHEN THE TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL DEVICES ARE NO LONGER REQUIRED FOR THE INTENDED PURPOSE THEY SHALL BE REMOVED.
9. SILT FENCES ARE TO BE REPLACED WHEN EFFECTIVENESS IS SIGNIFICANTLY REDUCED, OR AS DIRECTED.
10. EROSION CONTROL MEASURES SHALL MEET OR EXCEED MINIMUM CRITERIA, STANDARDS AND SPECIFICATIONS SET BY THE CITY OF CASA GRANDE.
11. CONTRACTOR SHALL ENSURE THAT ANY EROSION CONTROL MEASURES DO NOT CAUSE WATER TO ENTER ANY DRAINWAY.
12. CONTRACTOR RESPONSIBLE TO PERFORM ALL REQUIRED INSPECTIONS AND TO SUBMIT ALL REQUIRED DOCUMENTATION TO THE LOCAL AUTHORITY.
13. TOPSOIL MATERIAL AND SEEDING
 - A. TOPSOIL MATERIAL (STOCKPILED, AS SPECIFIED IN SECTION 02200) HAS BEEN SAVED FOR USE IN FINISH GRADING. AFTER SIFTING OUT ALL PLANT GROWTH, RUBBISH, AND STONES, USE FOR AREAS DESIGNATED TO RECEIVE GRASS. IF STOCKPILED TOPSOIL IS NOT SUFFICIENT QUANTITY TO COMPLETE WORK, FURNISH ACCEPTABLE TOPSOIL FOR GRASS AREAS UNLESS NOTED OTHERWISE ON THE DRAWINGS. GRASS AREAS SHALL BE DEFINED AS THAT GRADED AREA DISTURBED DURING CONSTRUCTION NOT TO BE PAVED OR BUILT UPON.
 - B. ACCEPTABLE TOPSOIL MATERIAL SHALL BE DEFINED AS NATURAL FERTILE AGRICULTURAL SOIL, CAPABLE FOR SUSTAINING VIGOROUS PLANT GROWTH, UNIFORM COMPOSITION THROUGHOUT, WITHOUT ADMIXTURE OF SUBSOIL, FREE OF STONES, LUMPS, PLANTS AND THEIR ROOTS, STICKS, OR OTHER EXTRANEOUS MATTER; DO NOT DELIVER WHILE IN A FROZEN OR MUDDY CONDITION.
 - C. GRASS SEED SHALL BE OF THE PREVIOUS SEASON'S CROP AND THE DATE OF ANALYSIS SHOWN ON EACH BAG FOR TESTING. GRADING CONTRACTOR SHALL HIRE A QUALIFIED LANDSCAPE CONTRACTOR TO PREP FOR AND PERFORM ALL PERMANENT SEEDING.
 - D. TOPSOIL SEED SHALL COMPLY WITH THE PROVISIONS OF THE U.S. DEPARTMENT OF AGRICULTURE AS TO LABELING, PURITY, AND GERMINATION.
 - E. PERMANENT STAND OF GRASS SHALL BE ESTABLISHED 30 DAYS PRIOR TO GRAND OPENING. WATERING, MAINTENANCE, MOWING, ETC. SHALL BE PERFORMED BY THE SITE CONTRACTOR WITH ACCEPTANCE BY OWNER.

FP	FLARED END PROTECTION	
TV	TEMPORARY VEGETATION	
PV	PERMANENT VEGETATION	
GA	GRAVEL AREA	
SW	CONCRETE WASHOUT	CONCRETE WASHOUT
CE	CONSTRUCTION EXIT	
SF	SILT FENCE	
SS	INLET PROTECTION	
LIMITS OF DISTURBED AREA		

Total Disturbed Area =
±0.45 acres

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EROSION CONTROL
PLAN

DATE: 4-11-2022

**GASOW VETERINARY
HOSPITAL**

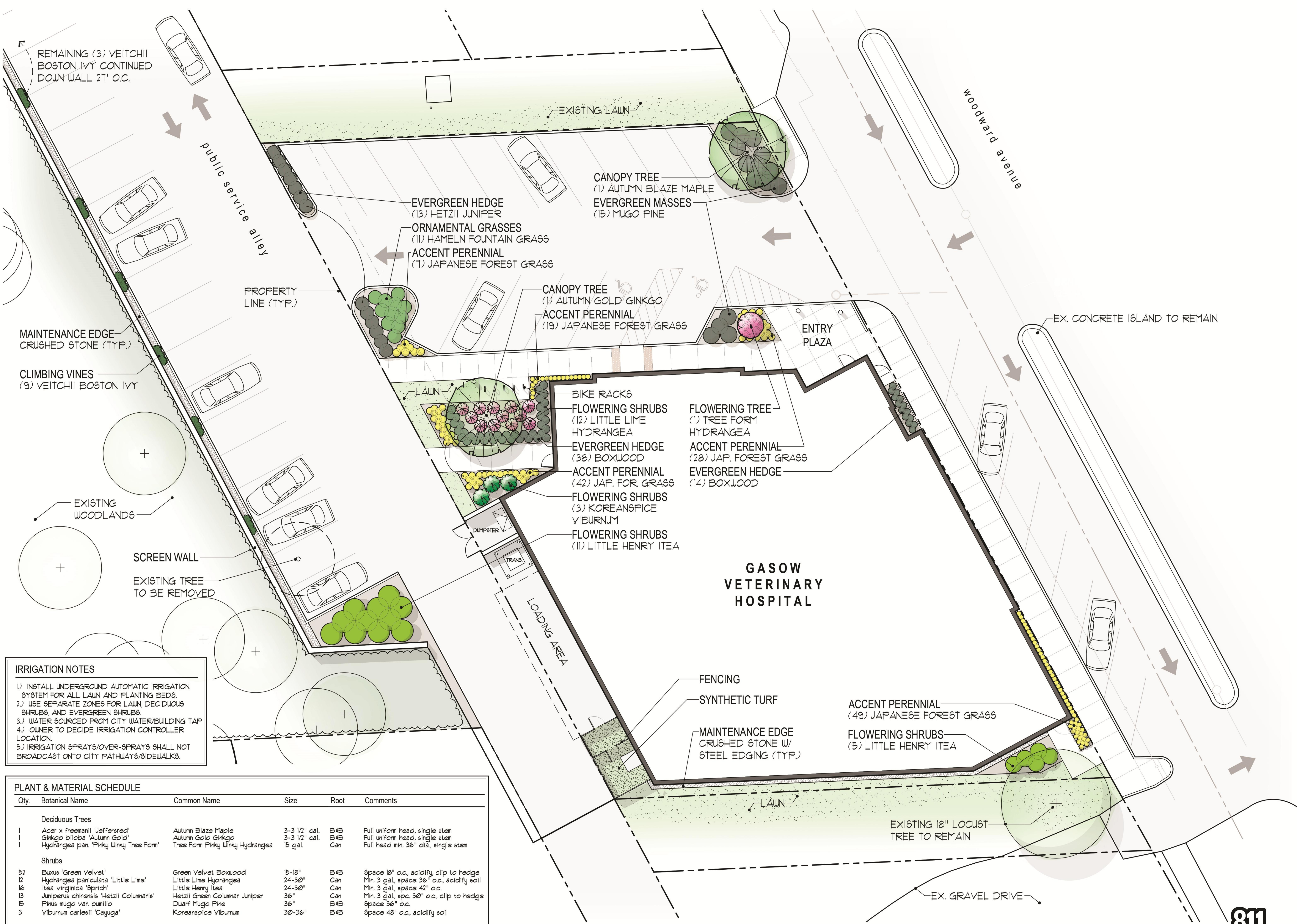
CLIENT:
36877 WOODWARD
AVENUE BIRMINGHAM
MICHIGAN 48009

C-9

PROJECT NUMBER: ----

DRAWN BY: *****

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IRRIGATION NOTES

- 1) INSTALL UNDERGROUND AUTOMATIC IRRIGATION SYSTEM FOR ALL LAWN AND PLANTING BEDS.
- 2) USE SEPARATE ZONES FOR LAWN, DECIDUOUS SHRUBS, AND EVERGREEN SHRUBS.
- 3) WATER SOURCED FROM CITY WATER/BUILDING TAP
- 4) OWNER TO DECIDE IRRIGATION CONTROLLER LOCATION.
- 5) IRRIGATION SPRAYS/OVER-SPRAYS SHALL NOT BROADCAST ONTO CITY PATHWAYS/SIDEWALKS.

PLANT & MATERIAL SCHEDULE					
Qty.	Botanical Name	Common Name	Size	Root	Comments
Deciduous Trees					
1	Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	3-3 1/2" cal.	B4B	Full uniform head, single stem
1	Ginkgo biloba 'Autumn Gold'	Autumn Gold Ginkgo	3-3 1/2" cal.	B4B	Full uniform head, single stem
1	Hydrangea pan. 'Pinky Winky Tree Form'	Tree Form Pinky Winky Hydrangea	15 gal.	Can	Full head min. 36" dia., single stem
Shrubs					
52	Buxus 'Green Velvet'	Green Velvet Boxwood	15-18"	B4B	Space 18" o.c., acidify, clip to hedge
12	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	24-30"	Can	Min. 3 gal., space 36" o.c., acidify soil
16	Itea virginica 'Sprich'	Little Henry Itea	24-30"	Can	Min. 3 gal., space 42" o.c.
13	Juniperus chinensis 'Hetzlil Columnaris'	Hetzlil Green Columnar Juniper	36"	Can	Min. 3 gal., spc. 30" o.c., clip to hedge
15	Pinus mugo var. pumilio	Dwarf Mugo Pine	36"	B4B	Space 36" o.c.
3	Viburnum carlesii 'Cayuga'	Korean spice Viburnum	30-36"	B4B	Space 48" o.c., acidify soil
Perennials, Grasses & Vines					
126	Hakonechloa macra 'All Gold'	All Gold Japanese Forest Grass	1 gal.	Can	Space 15" o.c.
11	Fernisetum alopecuroides 'Hameln'	Hameln Fountain Grass	15 gal.	Can	Space 30" o.c.
9	Parthenocissus tricuspidata 'Veitchii'	Veitchii Boston Ivy	3 gal.	Can	Stake, spacing varies 18' to 21' o.c.

LANDSCAPE
ARCHITECTURE

MICHAEL J. DUL
& ASSOCIATES, INC

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MICHIGAN 48009

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Gasow Veterinary Hospital
36877 Woodward Avenue
Birmingham, Michigan 48009

PROJECT

Landscape Development
**Preliminary
Landscape Plan**

SHEET TITLE



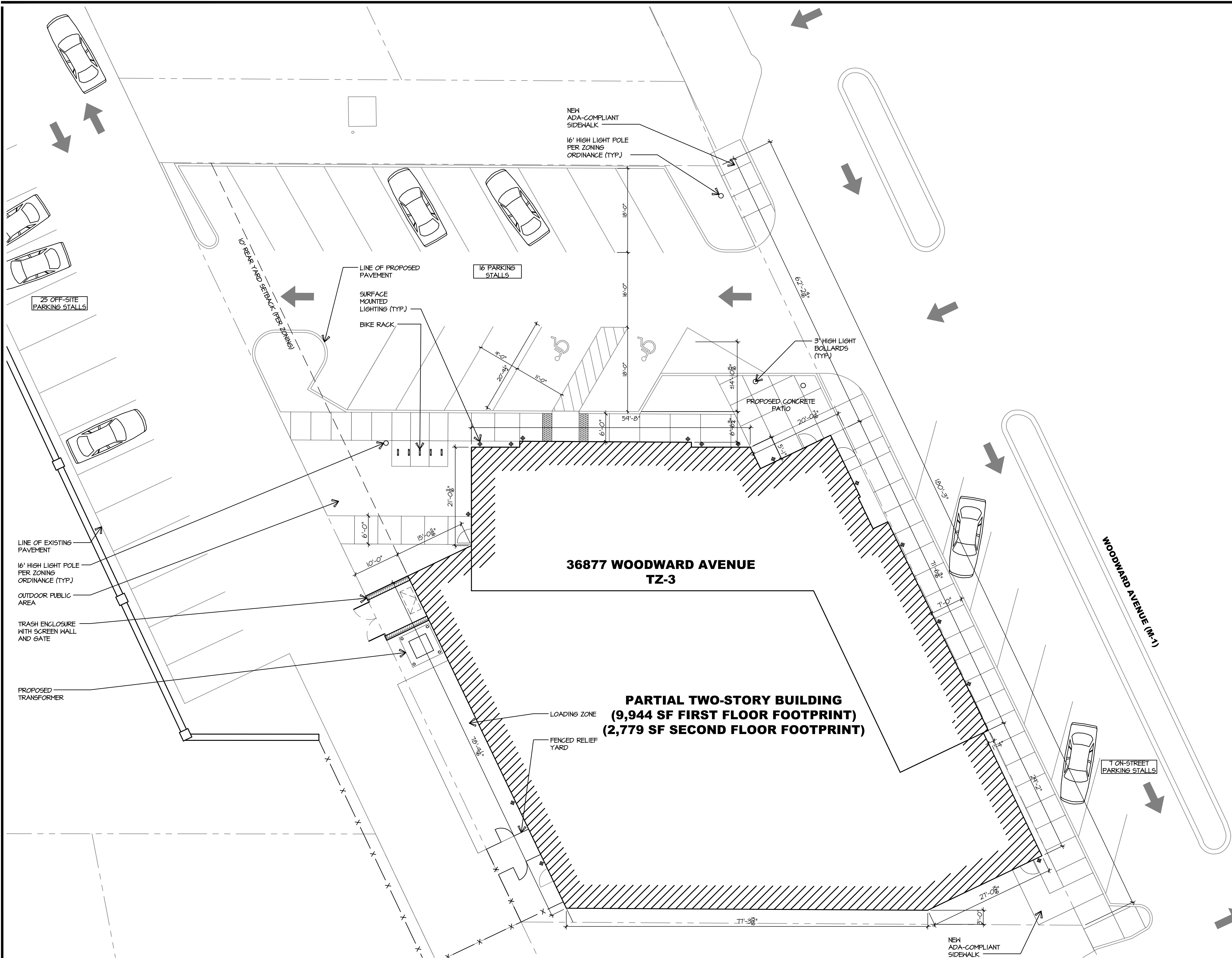
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SCALE

PROJECT NUMBER: 22106
DRAWN: T. Shoemaker
CHECKED: M. Dul
DATE: February 16, 2022
REVISIONS: February 22, 2022
April 11, 2022
June 2, 2022



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Gasow Veterinary Hospital - Variance Chart

Requested Variances	Required	Existing	Proposed	Variance Amount
Variance A	75% of Frontage; With in 0-5 feet (135' required)	180' (Total Stree Frontage)	100'-0" (55%)	35'-0"
Variance B	Max 25% of Frontage parking lot (max 45')	180' (Total Stree Frontage)	57'-0" (32%)	12'-0"
Variance C	1 usable entrance for every 50' of frontage (2 required)	100'-8" wide building	1 entrance	1 entrance

ZONING DATA - 36877 WOODWARD AVENUE

36877 WOODWARD AVENUE, BIRMINGHAM, MICHIGAN

PER BIRMINGHAM ZONING ORDINANCE (AMENDED DECEMBER 13, 2021)
AND ZONING MAP (AMENDED AUGUST 2021)

TZ-3 TRANSITION ZONE DISTRICT (TZ3) - PROVIDES FOR A REASONABLE AND ORDERLY TRANSITION FROM, AND BUFFER BETWEEN, COMMERCIAL USES AND PREDOMINANTLY SINGLE-FAMILY RESIDENTIAL AREAS OR FOR PROPERTY WHICH EITHER HAS DIRECT ACCESS TO A MAJOR TRAFFIC ROAD OR IS LOCATED BETWEEN MAJOR TRAFFIC ROADS AND PREDOMINANTLY SINGLE-FAMILY RESIDENTIAL AREAS.

USES PERMITTED PER TABLE 5.1

VETERINARY CLINIC
EXISTING ANIMAL HOSPITAL USE: 11,450 S.F.
PROPOSED ANIMAL HOSPITAL USE: 1,771 S.F.

EXISTING SPECIAL LAND USE
1,771 S.F.

SETBACKS (PER 2.46, TZ3 DISTRICT STANDARDS)

	ALLOWED 0'-0" - 5'-0"	ACTUAL/PROPOSED PER PLAN
FRONT YARD	0'-0" - 5'-0"	PER PLAN
SIDE YARD	0'-0"	PER PLAN
REAR YARD	10'-0"	PER PLAN
MAX. FLOOR AREA MAX. BUILDING HEIGHT (STORIES)	N/A 4 STORIES	12,123 SF 2 STORIES
MAX. BUILDING HEIGHT (FEET)	42 FEET	TBD
MIN. LOT AREA =	N/A	71,311 SF (PER ALTA)

OFF-STREET PARKING REQUIREMENTS (PER TABLE 5.2 AND CHAPTER III)

COMMERCIAL/PROFESSIONAL USE = 1,800 SF OF GROSS AREA
(PER 4.52 OF ZONING ORDINANCE)

PARKING LOT SETBACKS = PERMITTED IN SIDE AND REAR YARDS
PERMITTED ON ALL STREET FRONTAGES

SIZE = 9 FT WIDE X 18 FT LENGTH, 24 FT AISLES
(FOR 40 DEGREE PARKING)
18 FT AISLES FOR ONE-WAY

FIRE LANE = 20 FEET WIDTH

SCREENING = REQUIRED WHERE VISIBLE FROM STREET
3 FEET MIN FENCE, HEDGE OR WALL

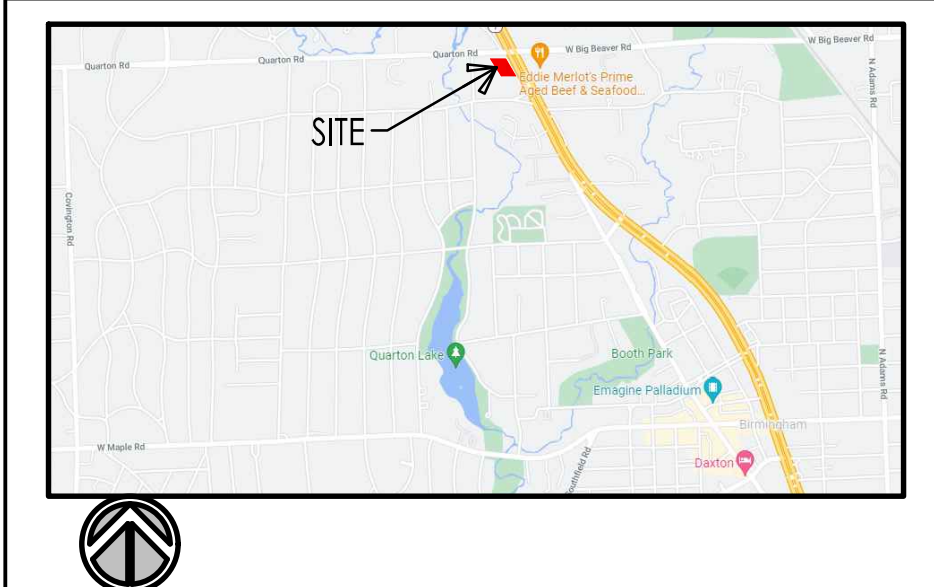
INTERIOR LANDSCAPING = NO LESS THAN 5% OF TOTAL PARKING LOT
INTERIOR AREA
INTERIOR PLANTING AREA TO BE NO LESS
THAN 150 SF IN SIZE
AT LEAST ONE CANOPY TREE FOR EACH
150 SF IN EACH INTERIOR PLANTING AREA
INTERIOR PLANTING AREAS SHALL BE
LOCATED IN A MANNER THAT BREAKS UP
EXPANSE OF PAVEMENT

OFF-STREET PARKING CALCULATION

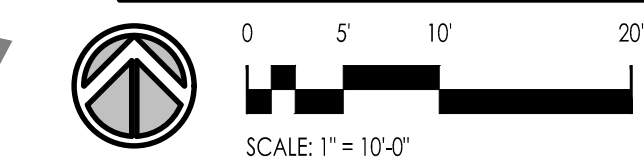
MEDICAL USE = 5,500 SF / 150 X 1 = 36 PARKING SPACES
HOSPITAL USE = 1 SPACE / 4 BEDS X 13 BEDS = 3 PARKING SPACES
OFFICE USE = 1,653 SF / 300 X 1 = 6 PARKING SPACES
TOTAL REQUIRED = 45 PARKING SPACES

A. OFF STREET PARKING ON SITE =	16 PARKING SPACES
B. OFF STREET PARKING OFF SITE =	25 PARKING SPACES
C. STREET PARKING =	7 PARKING SPACES
ACTUAL PARKING PROVIDED =	48 PARKING SPACES

VICINITY MAP



ARCHITECTURAL SITE PLAN



ARCHITECTURE
LAND PLANNING
INTERIOR ARCHITECTURE
LANDSCAPE ARCHITECTURE
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ORLAND PARK, ILLINOIS 60467
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GASOW VETERINARY
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36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009

DATE
02-23-2022 AS
04-12-2022 AS
06-03-2022 AS

DESCRIPTION
SITE PLAN REVIEW
SITE PLAN REVIEW REVISIONS
FINAL SITE PLAN APPROVAL

2021-0131
PROJECT NUMBER

06-03-2022
DATE

AS
DRAWN BY

MM
FINAL REVIEW

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SHEET TITLE
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SITE PLAN

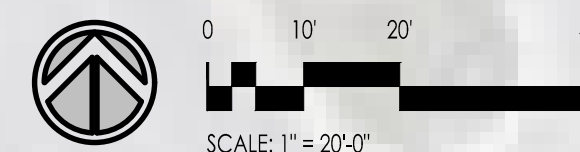
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SP-1

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OFFSITE PARKING AND
OVERALL AREA PLAN



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LANDSCAPE ARCHITECTURE
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02-23-2022	AS	SITE PLAN REVIEW
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06-03-2022	AS	FINAL SITE PLAN APPROVAL

2021-0131
PROJECT NUMBER

06-03-2022
DATE

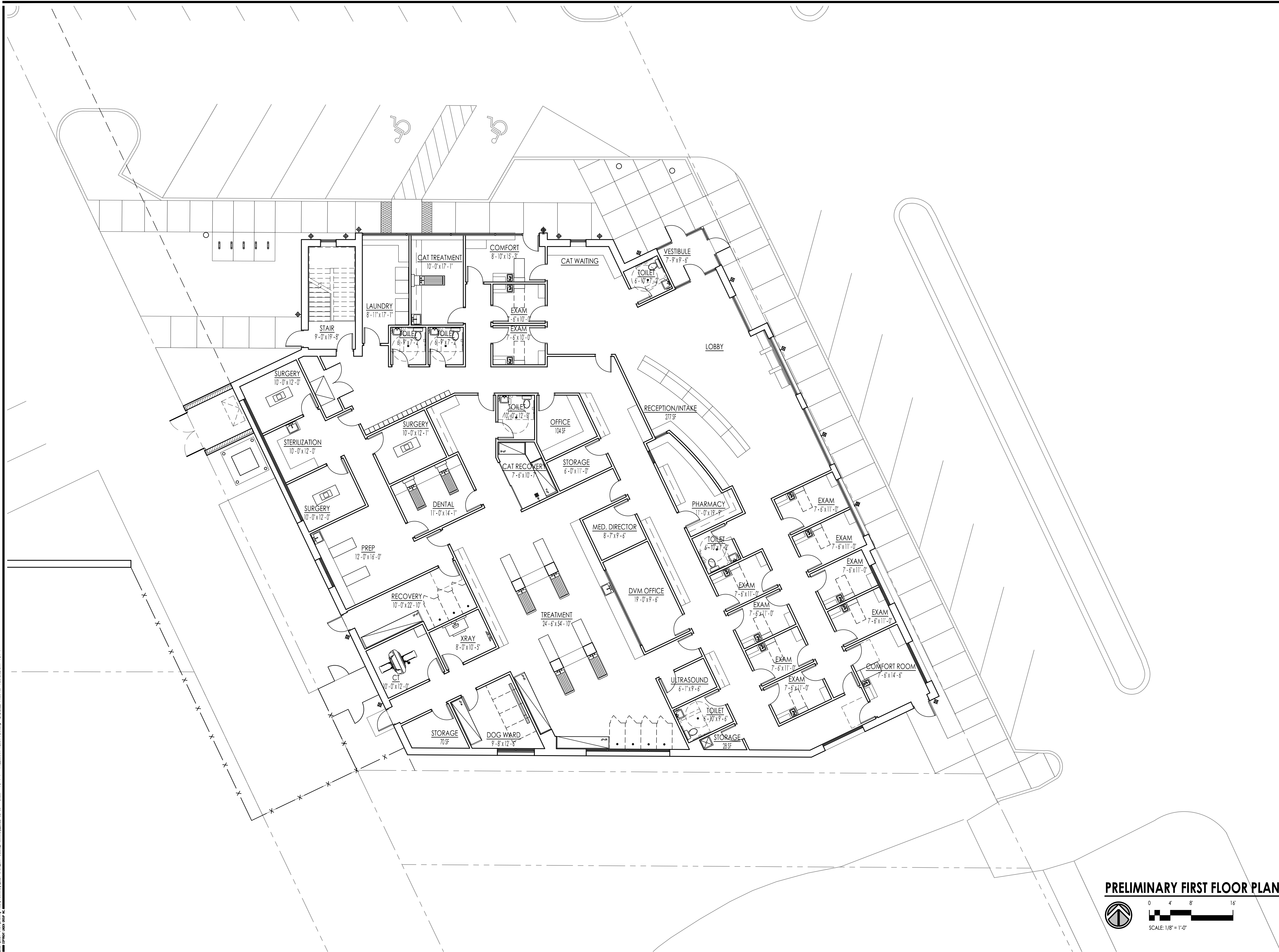
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SHEET TITLE
**OFFSITE PARKING
AND OVERALL PLAN**

SHEET NUMBER
SP-2

P:\2021\2021-0131\Drawing Title\PreDesign\2021-0131_MLP_Gasow_Preliminary_2022-02-09 - Sheet - PD-1-1 - PRELIMINARY FLOOR PLAN.dwg 6/2/2022 11:00 AM KSONG2020101 PD-1-1
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PRELIMINARY FIRST FLOOR PLAN



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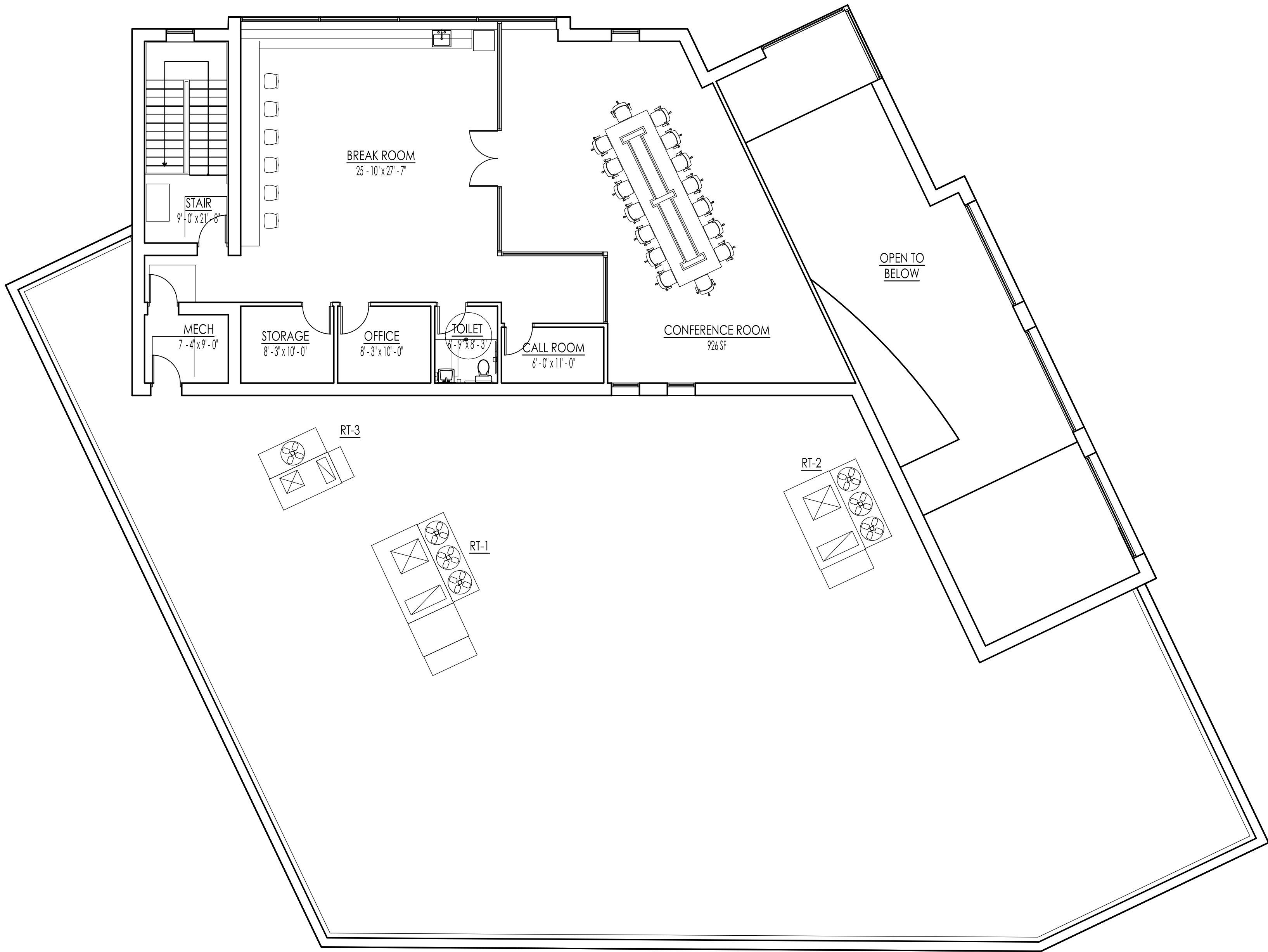
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FLOOR PLAN**

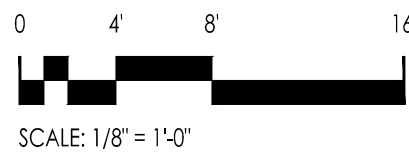
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AIR HANDLING UNIT SCHEDULE																							
TAG	MANUFACTURER	MODEL	TONS	SEER /EER	FAN DATA				CEILING DATA				HTG. DATA		ELECTRICAL DATA				MIN O/A (%)	GAS CONN. SIZE	DRAIN CONN. SIZE	UNIT WT. (L.B.)	REMARKS
					CFM	ESP	RPM	HP	TOT. MBH	SENS MBH	EAT (db)	EAT (wb)	MBH IN	MBH OUT	MCA	MOC P	VOLT	PH					
RT-1	AAON	RN01680EB043C4	3.5	12.2			1760	5									200	3				3514	
RT-2	AAON	RN01380EA042F2	1.4	12			1760	5									200	3				1936	
RT-3	AAON	RN00280EA042K2	1.2	11.4			1760	2									200	3				1223	

PRELIMINARY SECOND FLOOR PLAN



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SHEET TITLE
SECOND FLOOR
PLAN

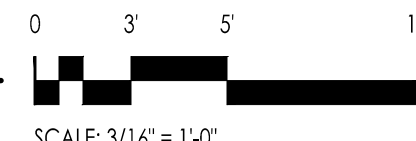
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PD1-2

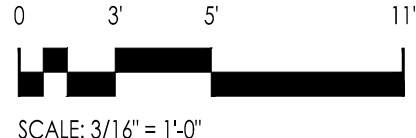
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2 NORTH BUILDING ELEVATION
3/16" = 1'-0"



1 EAST BUILDING ELEVATION
3/16" = 1'-0"



GLAZING AREAS - 1'-0" TO 8'-0" A.F.F.				
WALL	TOTAL AREA OF WALL (S.F.)	TOTAL AREA OF STOREFRONT (S.F.)	PERCENTAGE OF WALL AS STOREFRONT	PERCENTAGE OF WALL AS GLAZING PER ZONING ORDINANCE
NORTH	534.2914	196.5	36.77%	30%
EAST	704.6664	504	71.52%	70%

ARCHITECTURAL SIGN AREA
SIGNAGE LIMITED TO 33% OF OVERALL WALL FRONTAGE OR CANOPY LENGTH
WALL SIGNAGE - WOODWARD AVENUE SIDE
100'-2" LENGTH x 15' = 150.25 SF MAXIMUM
CANOPY SIGNAGE
28'-6" / 3' = 9.5 SF MAXIMUM
OVERALL AREA OF SIGNAGE: 128 SF
NOTE: SEE MECH, PLUMB, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION

ARCHITECTURAL FLOOR PLAN SYMBOLS
NOTE: SEE MECH, PLUMB, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION
3 FLOOR PLAN KEYNOTE

ELEVATION NOTES LEGEND

1

CUT STONE ACCENT

2

STEEL CANOPY

3

SIGNAGE

4

COMPOSITE ALUMINUM

5

ALUMINUM STOREFRONT GLAZING

6

STONE CORNICE

7

METAL COPING

8

METAL MECHANICAL SCREEN WALL

9

EXTERIOR ARCHITECTURAL WALL SCORING

10

CUT STONE BASE

11

BRICK 1

12

BRICK 2

13

CUT STONE BASE

L

G

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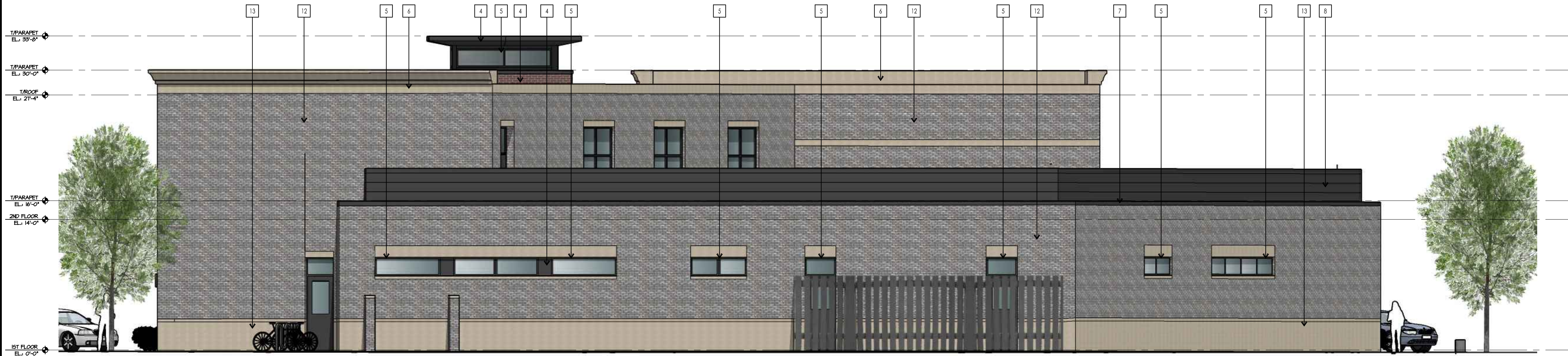
SHEET TITLE
PRELIMINARY N-E ELEVATIONS

SHEET NUMBER
PD1-3

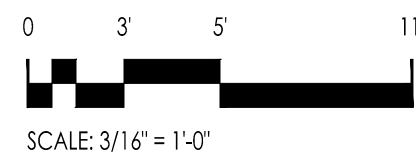
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ARCHITECTURAL FLOOR PLAN SYMBOLS	
NOTE: SEE MECH, PLUMB, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION	
3	FLOOR PLAN KEYNOTE

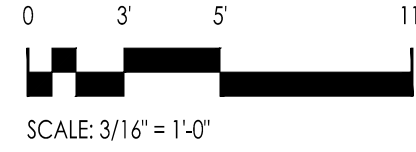
ELEVATION NOTES LEGEND	
1	CUT STONE ACCENT
2	STEEL CANOPY
3	SIGNAGE
4	COMPOSITE ALUMINUM
5	ALUMINUM STOREFRONT GLAZING
6	STONE CORNICE
7	METAL COPING
8	METAL MECHANICAL SCREEN WALL
9	EXTERIOR ARCHITECTURAL WALL SCORNE
10	CUT STONE BASE
11	BRICK 1
12	BRICK 2
13	CUT STONE BASE



2 WEST BUILDING ELEVATION
PD1-4
3/16" = 1'-0"



1 SOUTH BUILDING ELEVATION
PD1-4
3/16" = 1'-0"



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PRELIMINARY S-W
ELEVATIONS

SHEET NUMBER

PD1-4

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2
PD1-5
EXISTING NORTH BUILDING ELEVATION
NTS



1
PD1-5
EXISTING EAST BUILDING ELEVATION
NTS

LG

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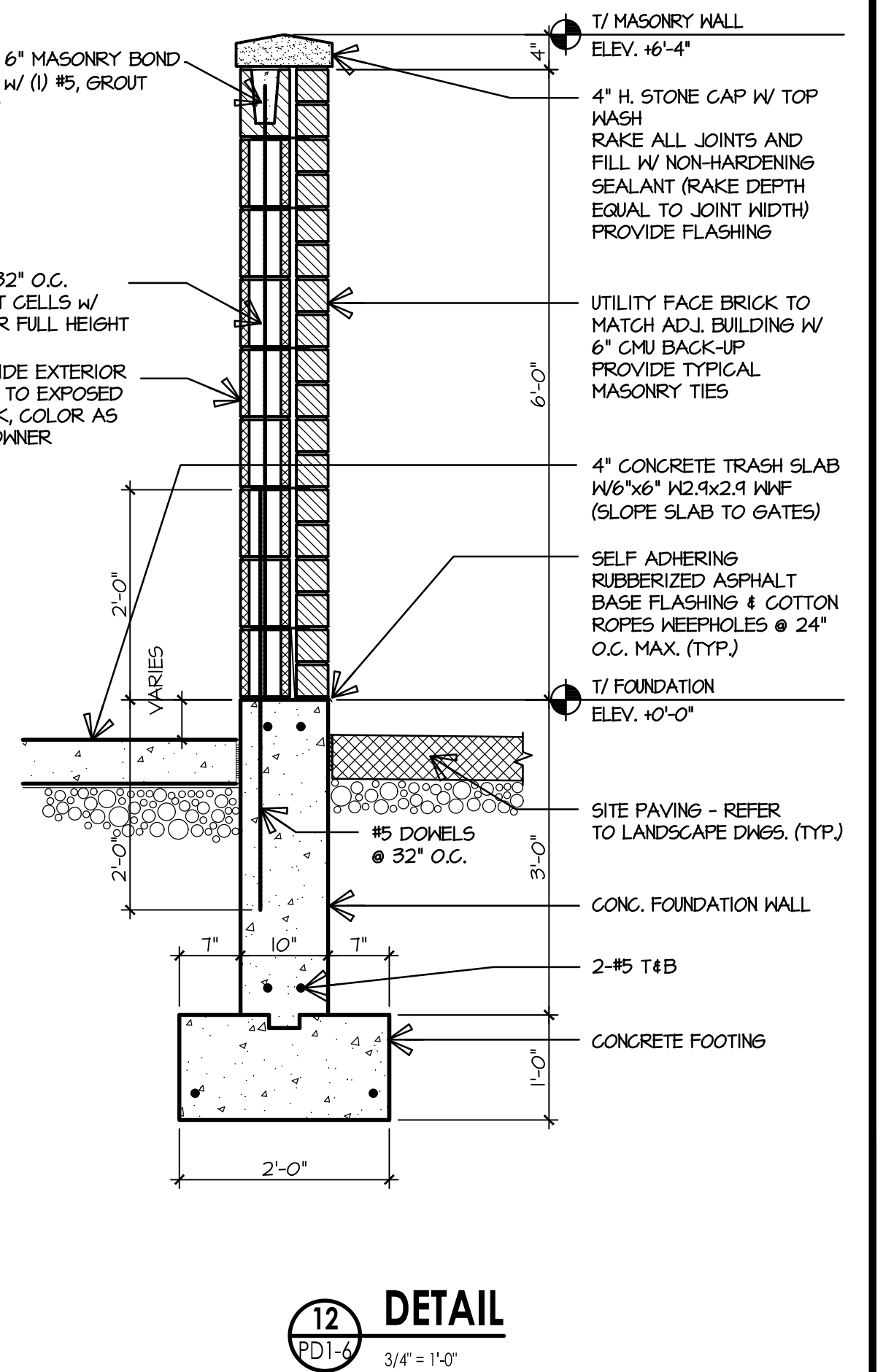
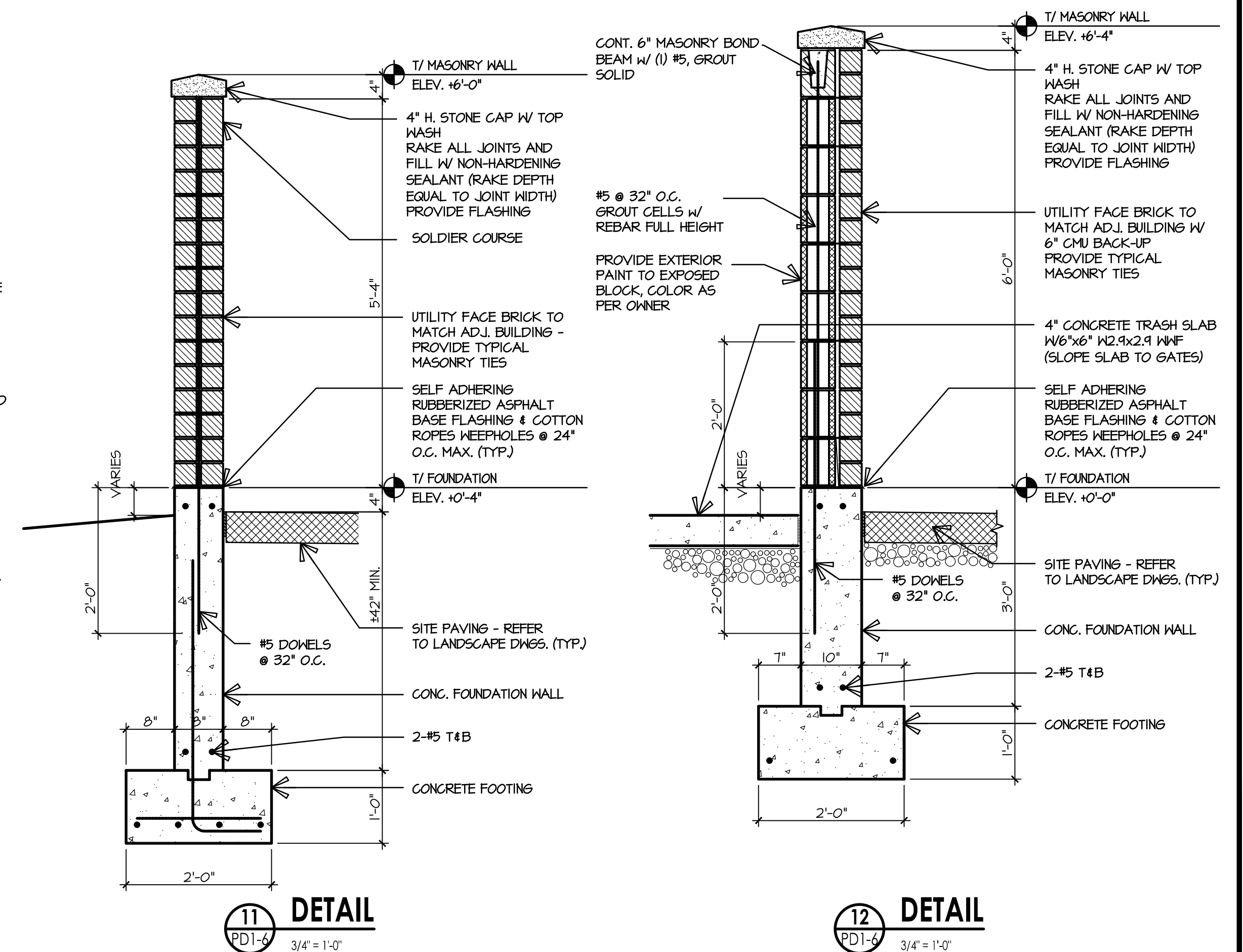
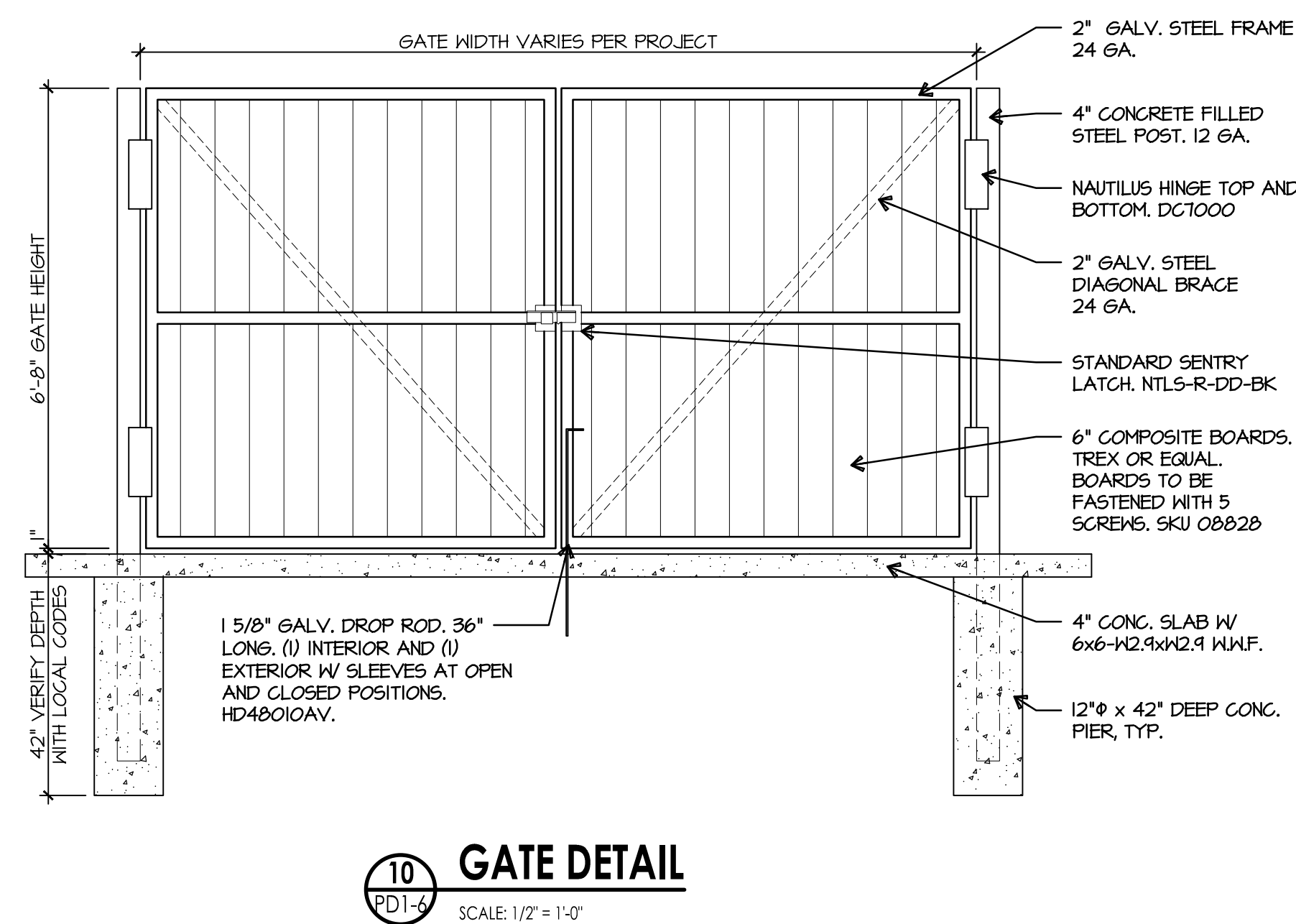
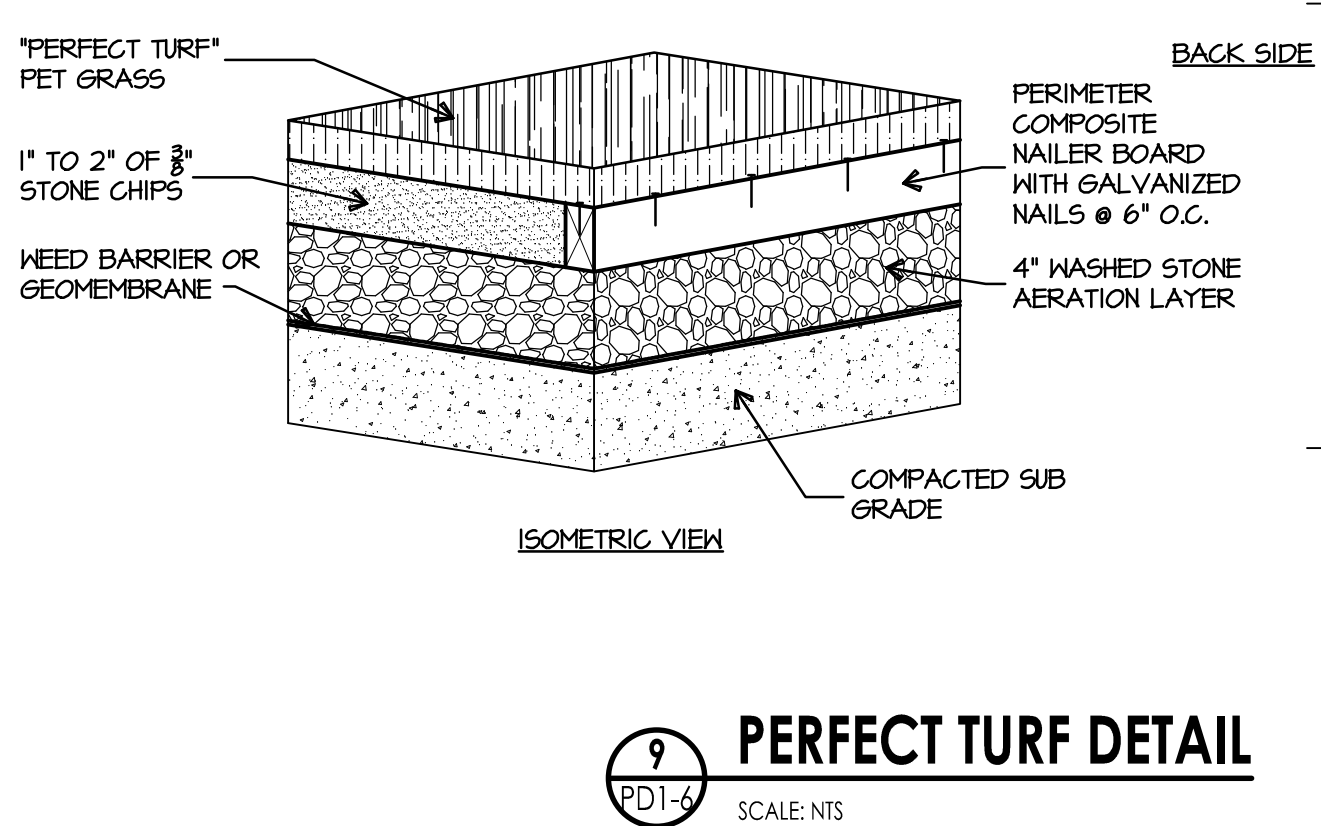
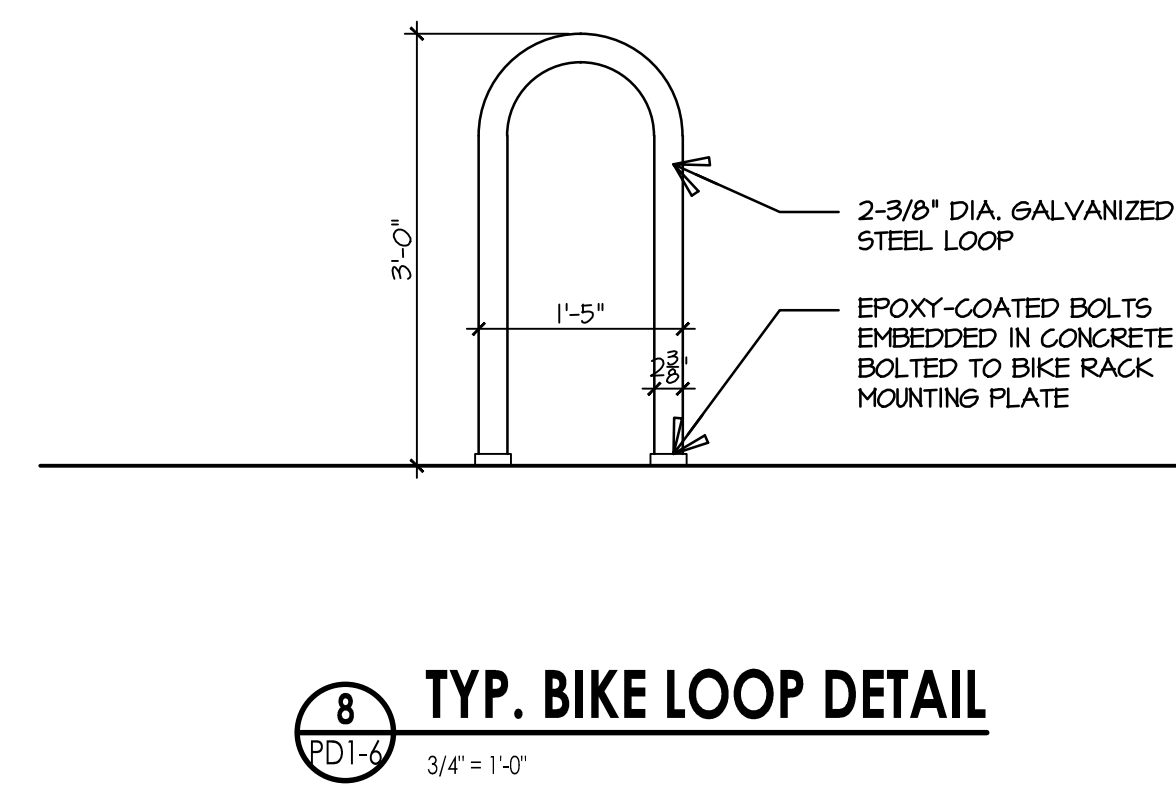
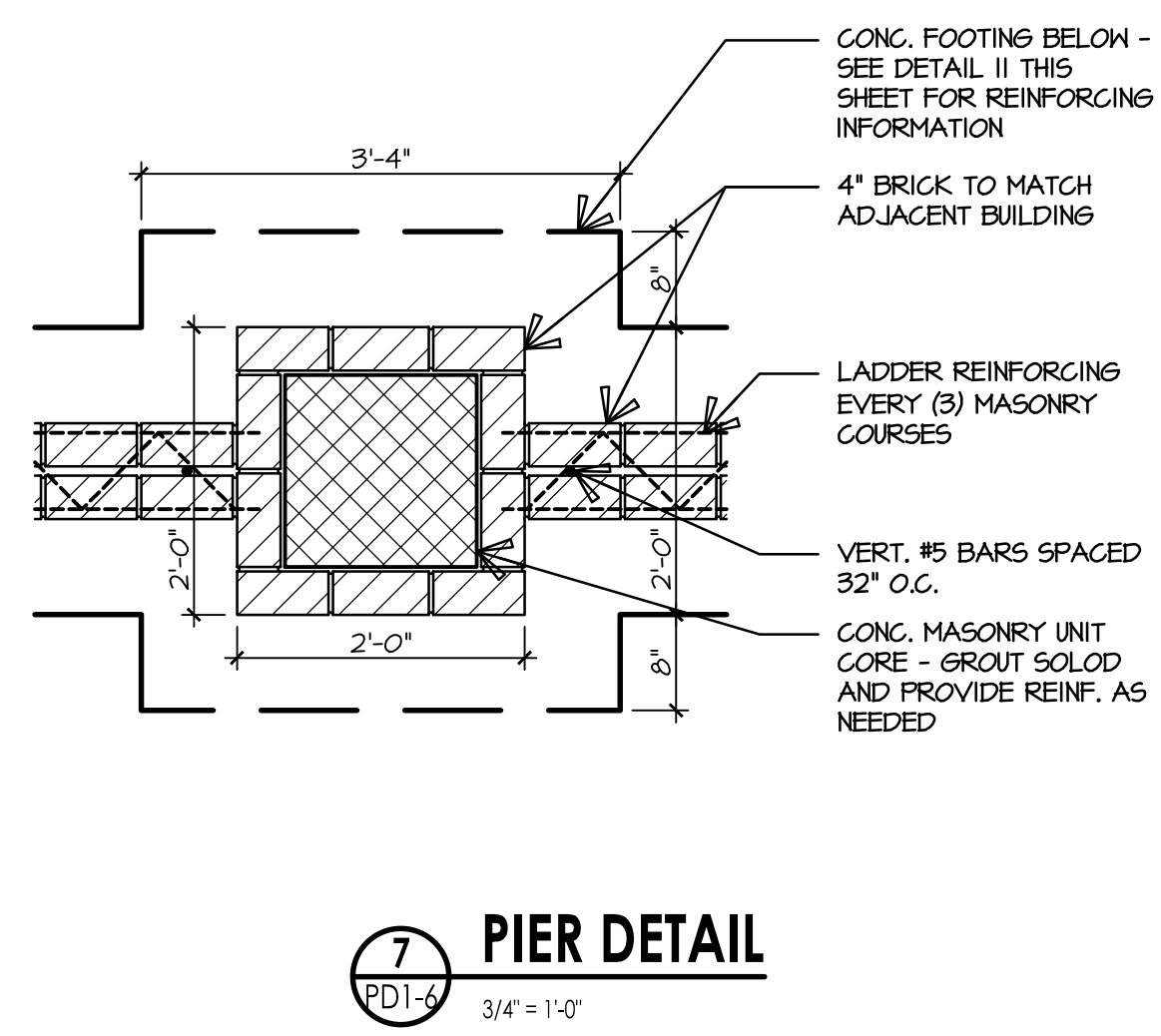
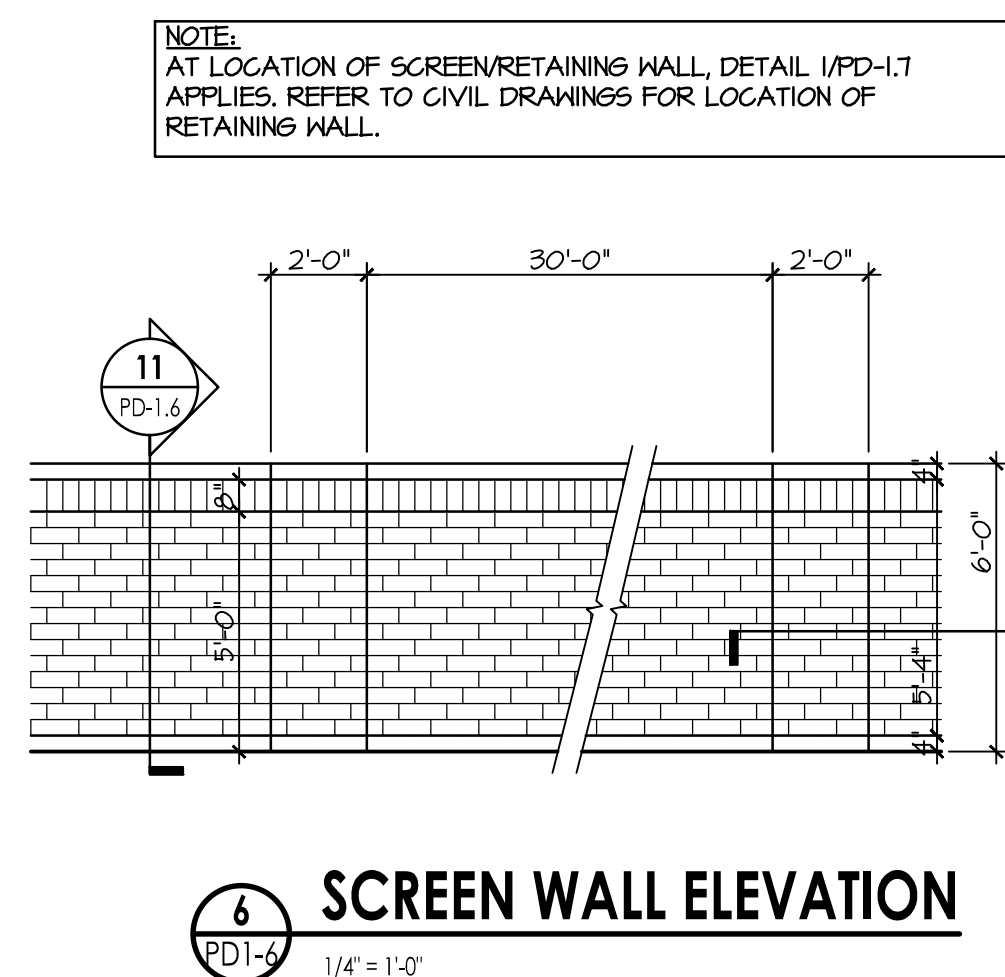
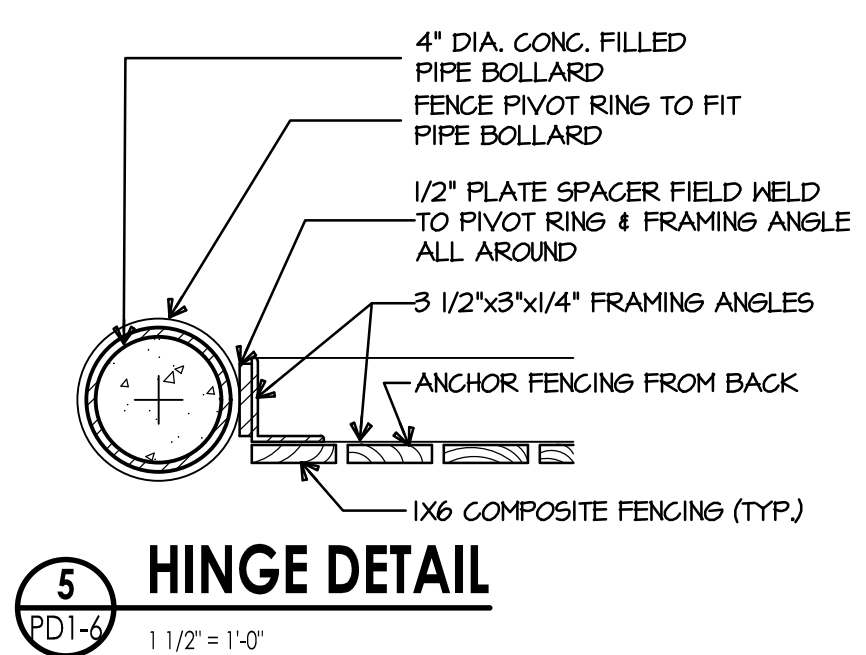
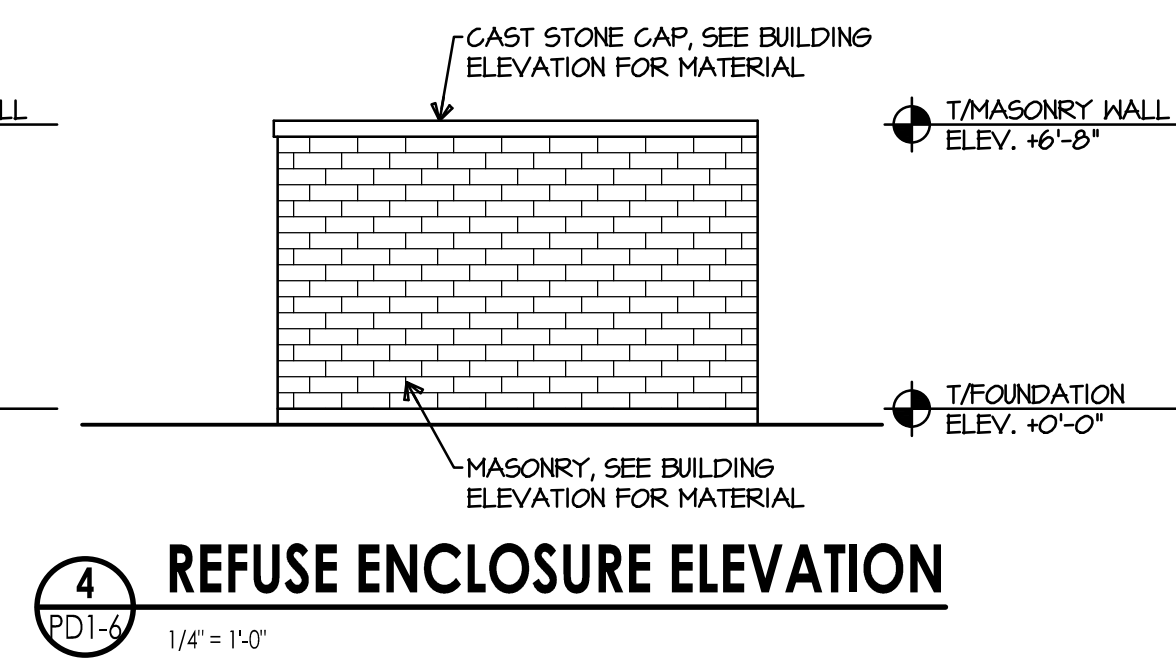
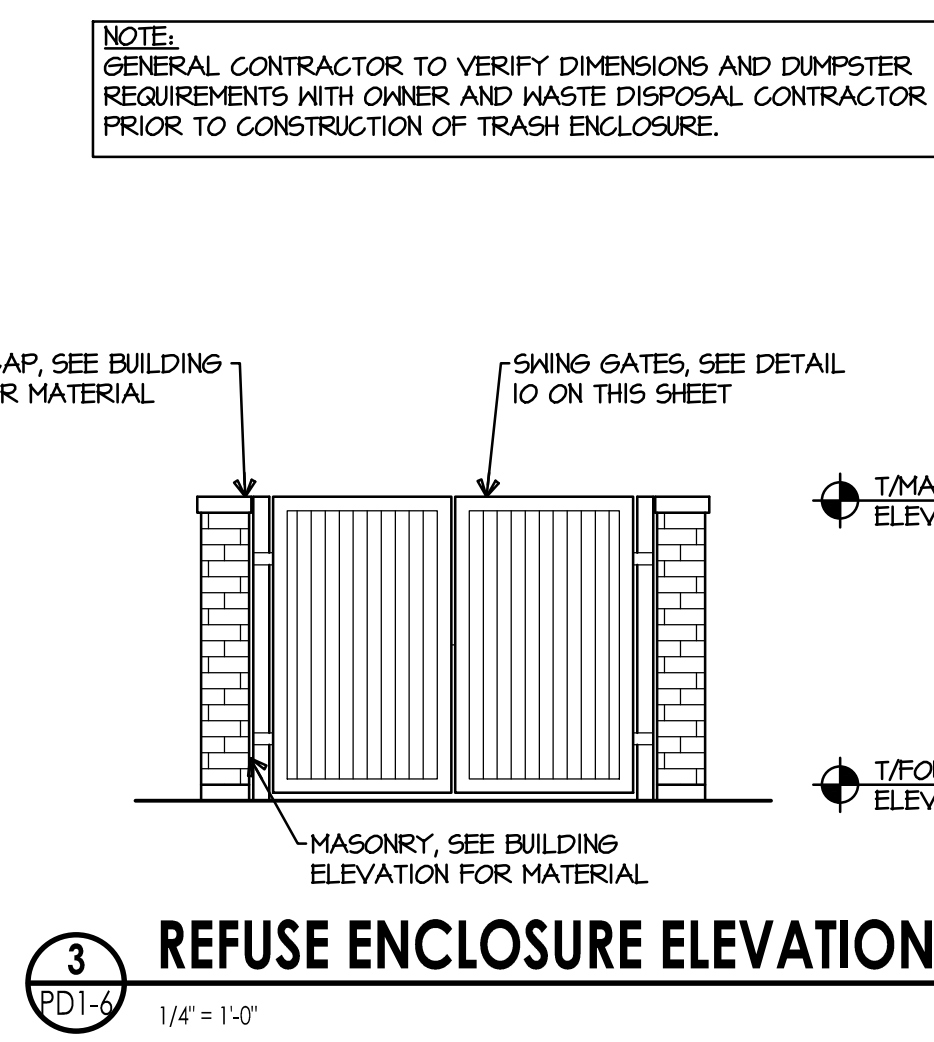
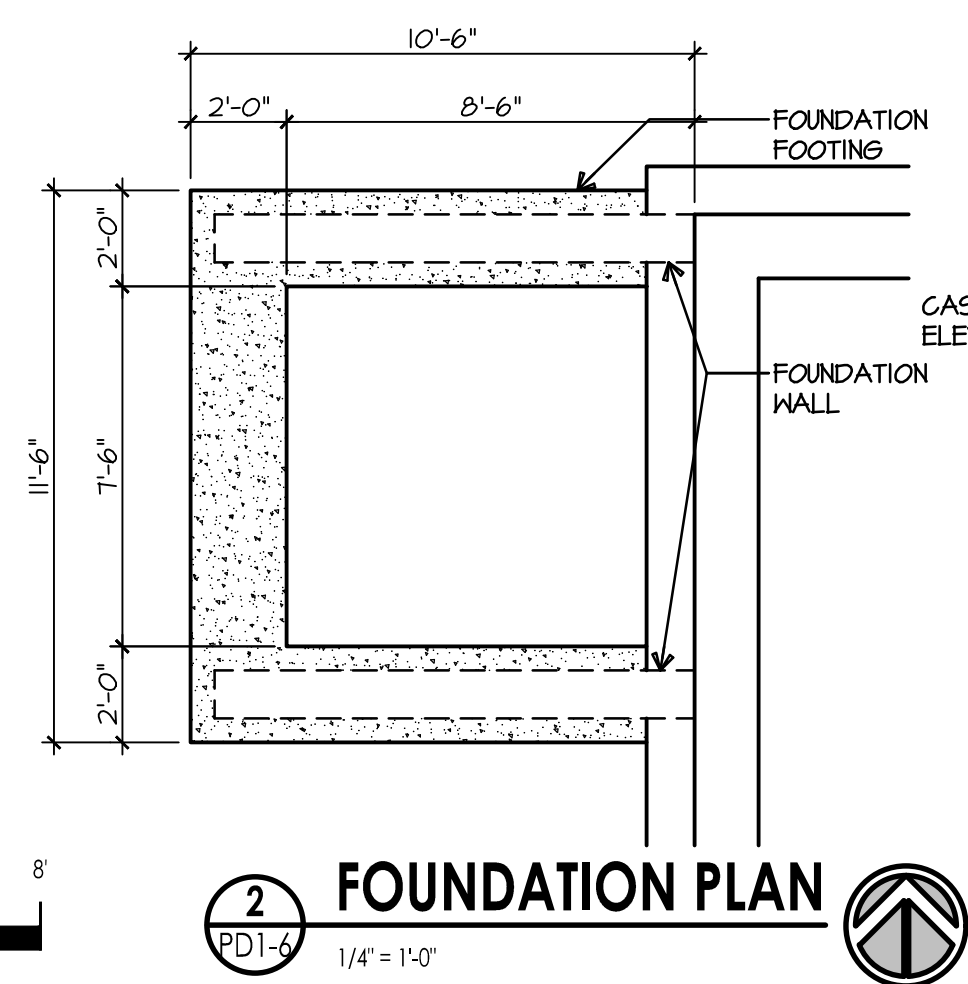
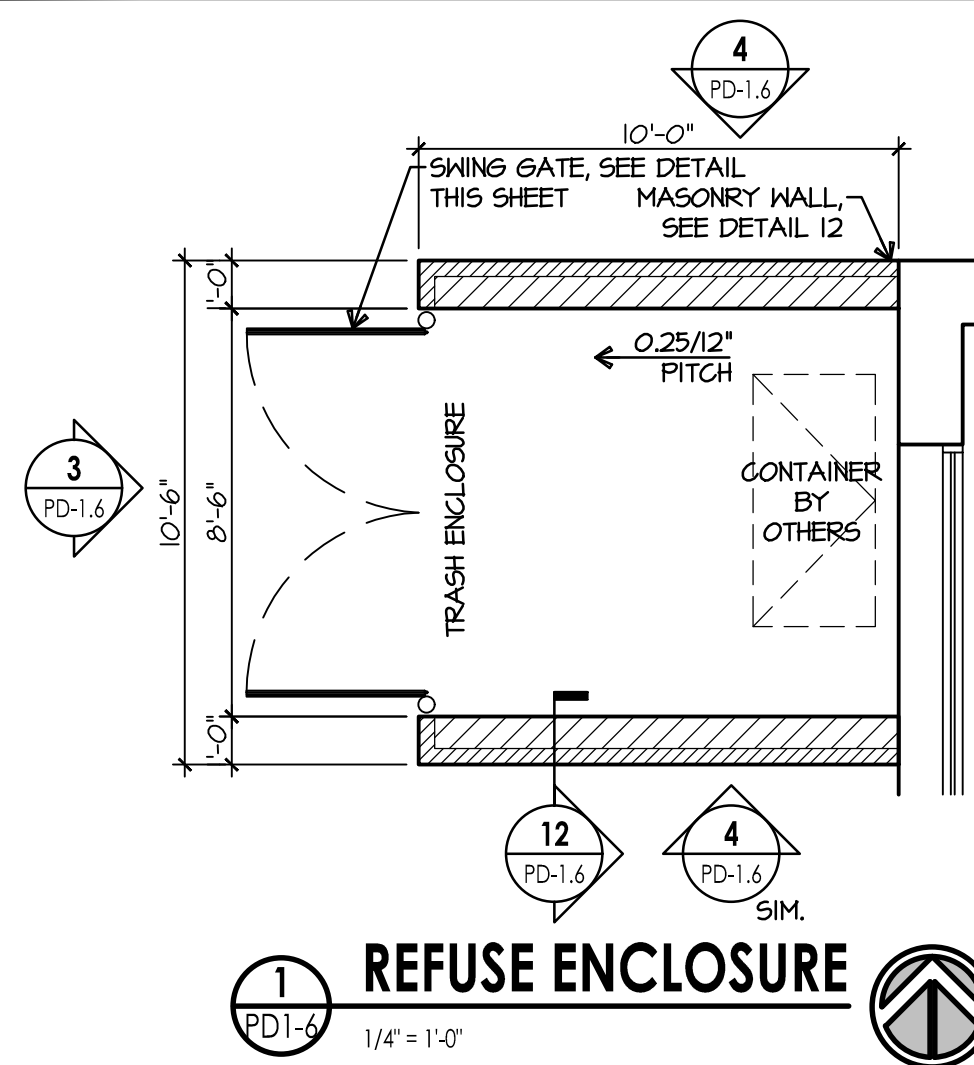
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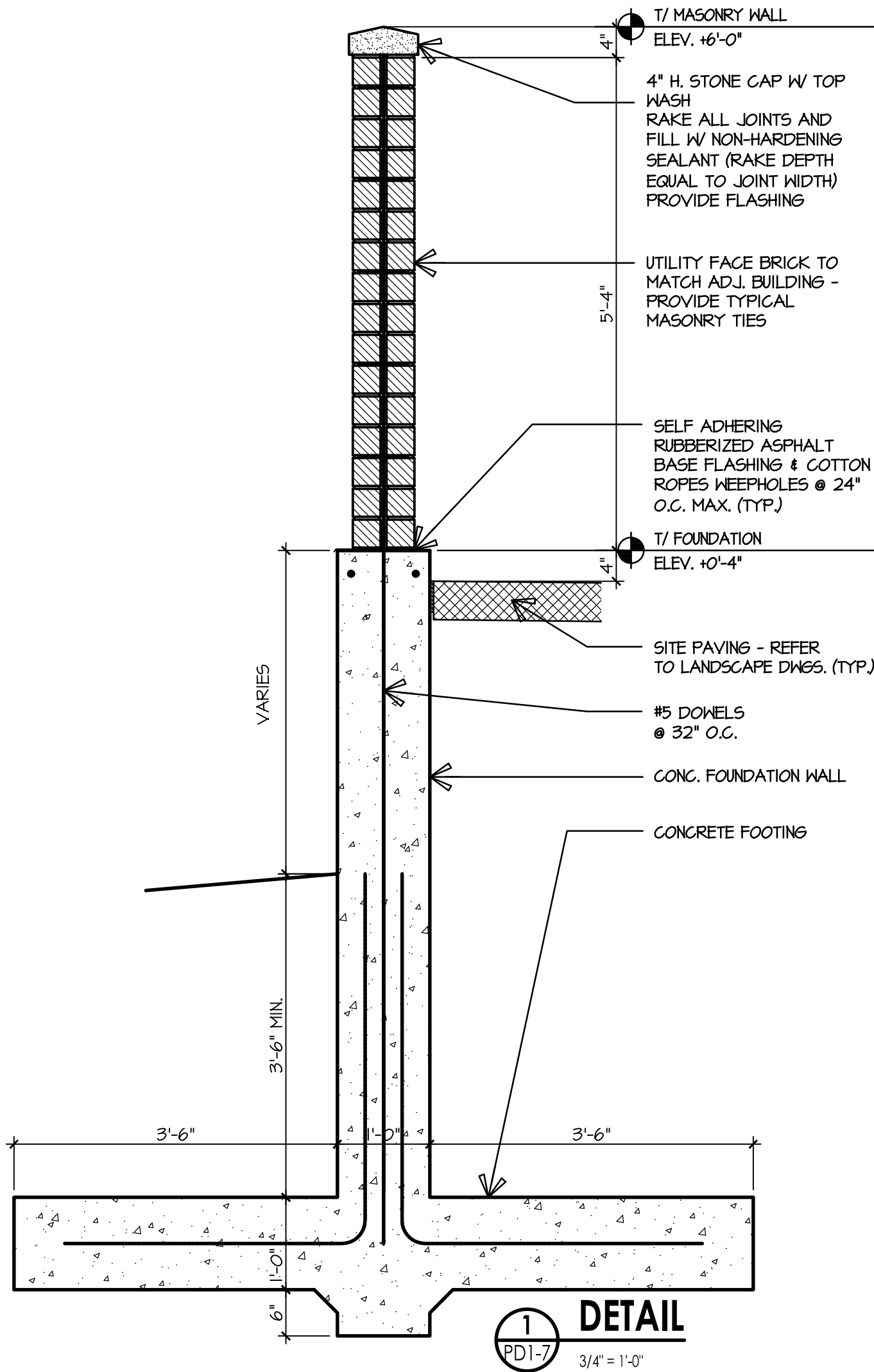
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ELEVATIONS
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PD1-5

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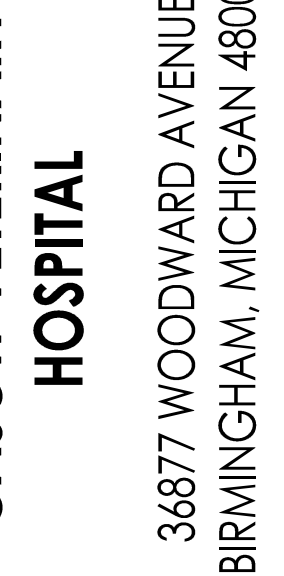
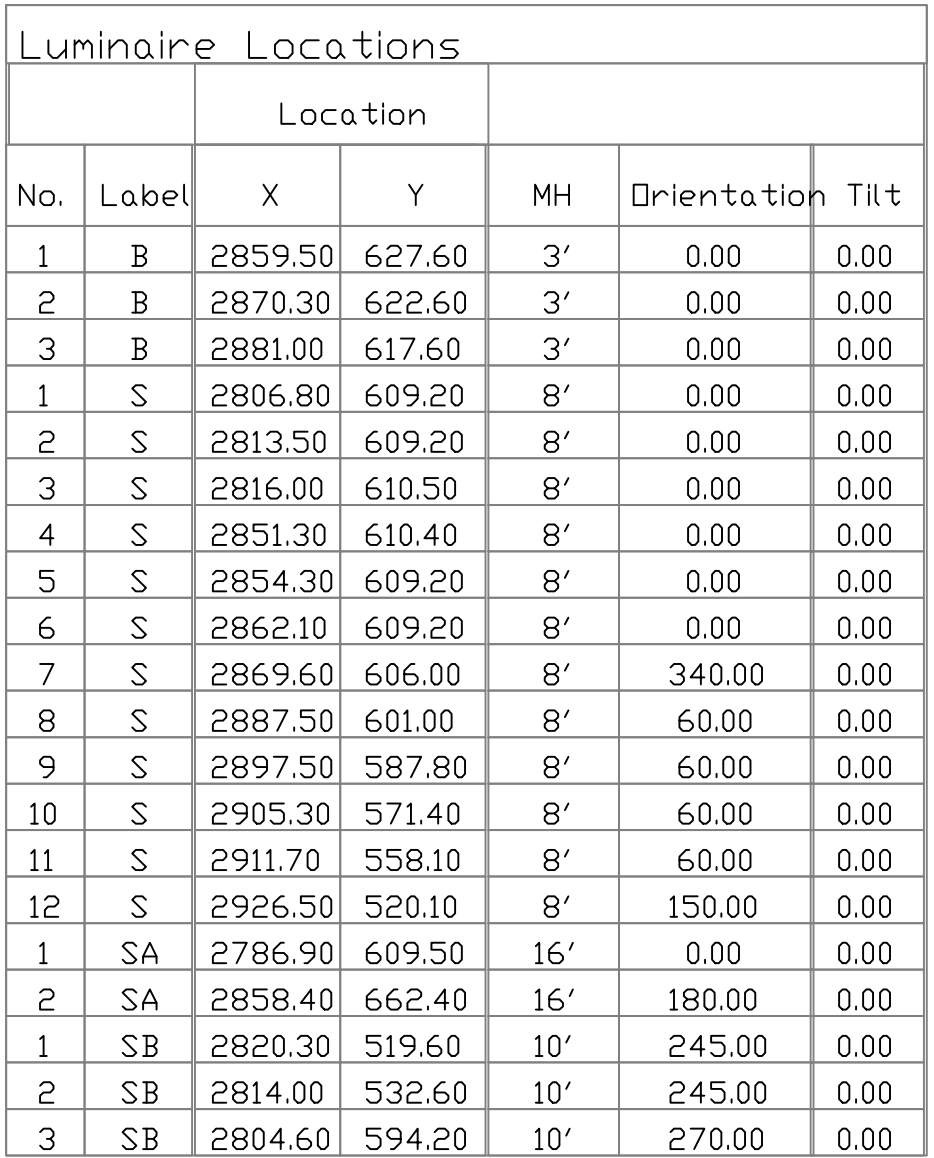
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SITE DETAILS

SHEET NUMBER
PD1-7



PD1-8

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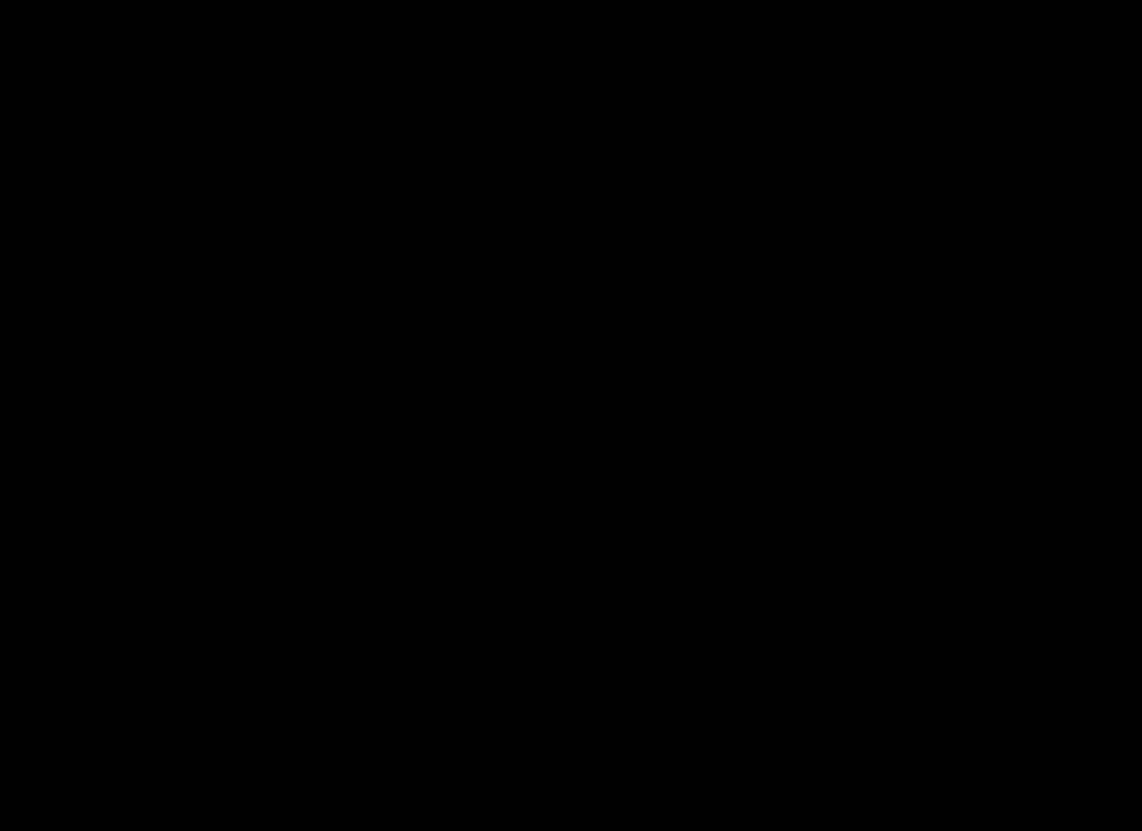
CUT STONE ACCENT

MANUFACTURER: ROCKCAST
COLOR: RIESLING



STEEL CANOPY

MANUFACTURER: MAPES
COLOR: BLACK



COMPOSITE ALUMINUM

MANUFACTURER: ALUCOBOND
COLOR: DUSTY CHARCOAL



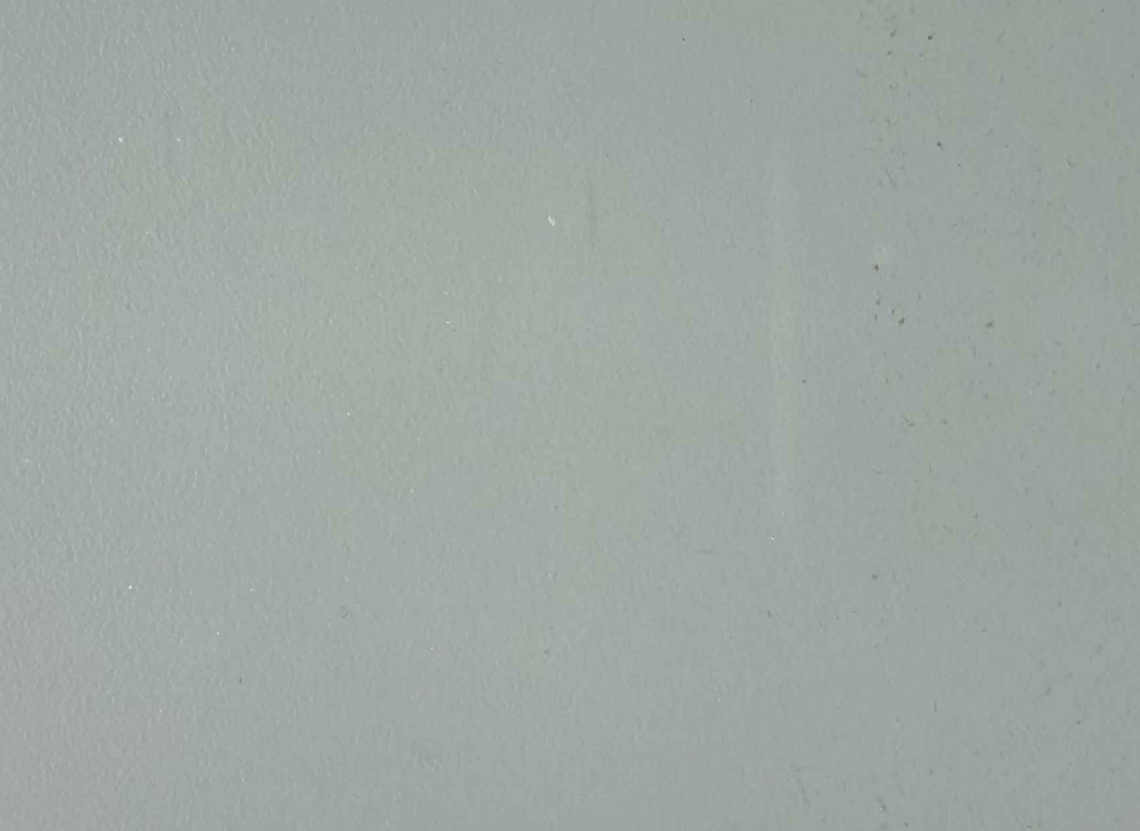
ALUMINUM STOREFRONT GLAZING

MANUFACTURER: KAMNEER
COLOR: DARK BRONZE



GLAZING

MANUFACTURER: FPG VITRO
COLOR: OPTIGRAY



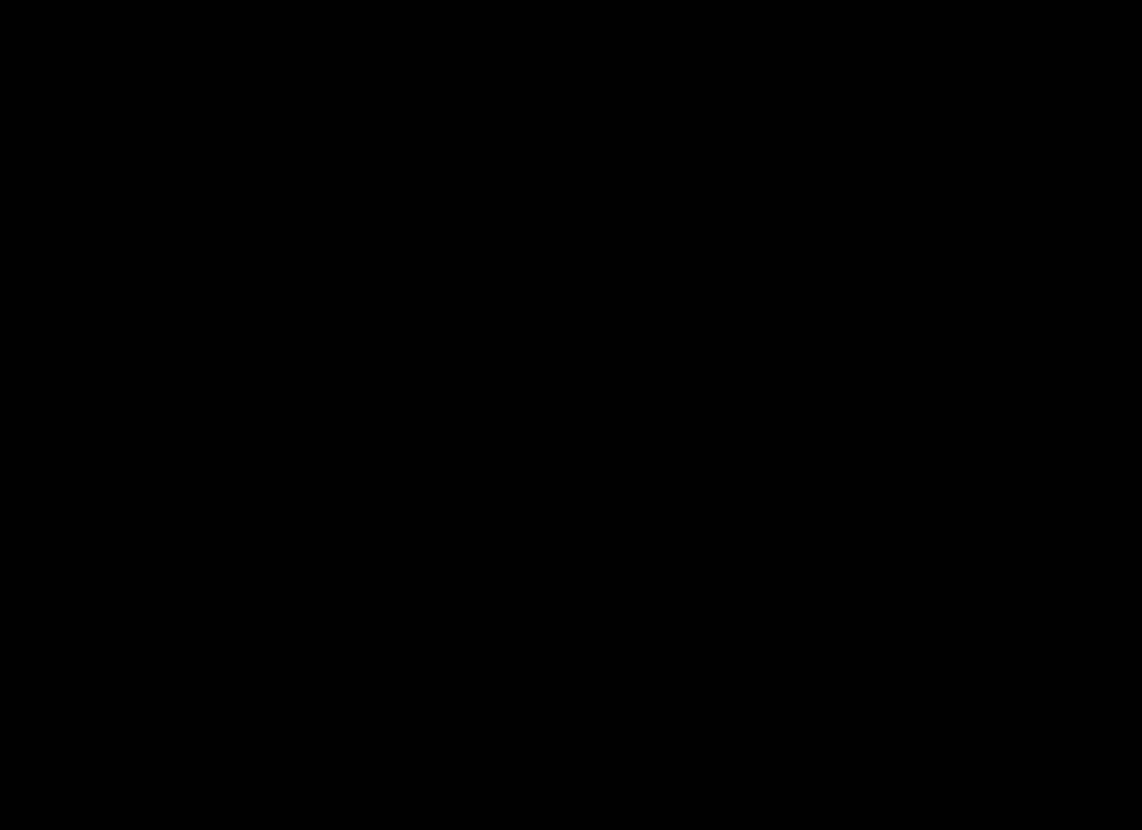
STONE CORNICE

MANUFACTURER: ROCKCAST
COLOR: RIESLING



METAL COPING

MANUFACTURER: FABRAL
COLOR: BLACK



CUT STONE BASE

MANUFACTURER: ROCKCAST
COLOR: RIESLING



BRICK 1

MANUFACTURER: GLEN-GERY
COLOR: MODULAR WALNUT VELOUR



BRICK 2

MANUFACTURER: BELDEN
COLOR: MODULAR TITANIUM GRAY VELOUR





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MATERIAL
SELECTIONS
SHEET NUMBER

PD-1.9

Gasow Veterinary Hospital

Woodward Avenue—Birmingham



EXISTING WOODWARD
AVENUE VIEW



PROPOSED WOODWARD
AVENUE VIEW



MEMORANDUM

Planning Division

DATE: June 3rd, 2022

TO: Planning Board

FROM: Brooks Cowan, Senior Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: 36877 Woodward Ave – Gasow Veterinary Clinic – SLUP and Final Site Plan Review

The applicant is proposing a 2-story veterinary clinic in the TZ-3 Transition Zone. A veterinary clinic use in the TZ-3 Transition Zone requires a Special Land Use Permit (SLUP). The subject site is located near the intersection of Woodward Avenue and Quarton Road. The existing building is currently used as a single story veterinary clinic that has operated in Birmingham since the 1960s and appears to be in need of updates. The proposed building will remain a single occupant with additional second floor space. The subject property's location is significant as an entrance and exit to and from the City of Birmingham.

The proposed Gasow Veterinary clinic and its on-site parking lot currently exists upon 4 parcels; 19-25-101-008, 19-25-101-009, 19-25-101-010, and 19-25-101-011. **The applicant will be required to apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed.** The applicant also owns a large trapezoidal shaped property to the west of the veterinary clinic across the alley, parcel #19-25-101-001, Quarton Lake Estates Replat Lot 35 (Lot 35), which is proposed to host additional parking for the veterinary clinic.

On March 23rd, 2022, the applicant appeared before the Planning Board for Preliminary Site Plan Review. There were a number of minor issue to address regarding the TZ3 Transition Zone requirements, however the applicant felt that each one could be addressed by Final Site Plan. The Planning Board motioned to approve the Preliminary Site Plan with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The applicant modify the site plan to have 75% of the building façade within 0-5 feet of the front lot line, or obtain a variance from the Board of Zoning Appeals;

3. The applicant reduce the parking lot frontage to 25% or less of the front lot line, or obtain a from the Board of Zoning Appeals;
4. The applicant satisfy all parking lot screening and buffer requirements of Article 4, Section 4.53 and 4.54 of the Zoning Ordinance for the proposed on-site and off-site parking lots through an understanding with the neighbors regarding satisfying to lot screening, or obtain a variance from the Board of Zoning Appeals;
5. The applicant indicate materials and dimensions for mechanical units and refuse container screening;
6. The applicant obtain approval from the Police Department to count on-street parking spaces towards their parking requirement;
7. The applicant modify the site plan to have 6 foot wide sidewalks on-site and a 7 foot wide sidewalk along Woodward Ave;
8. The applicant modify the site plan to incorporate two (2) entrances facing Woodward Ave;
9. The applicant modify the site plan to eliminate large blank walls on both floors of the southern and western elevations;
10. The applicant provide 5 bike racks to service the building;
11. The applicant submit material specifications, samples, dimensions, and all other required information for the proposed building to complete the Design Review at Final Site Plan and SLUP review; and,
12. The applicant comply with the requests of all City Departments.

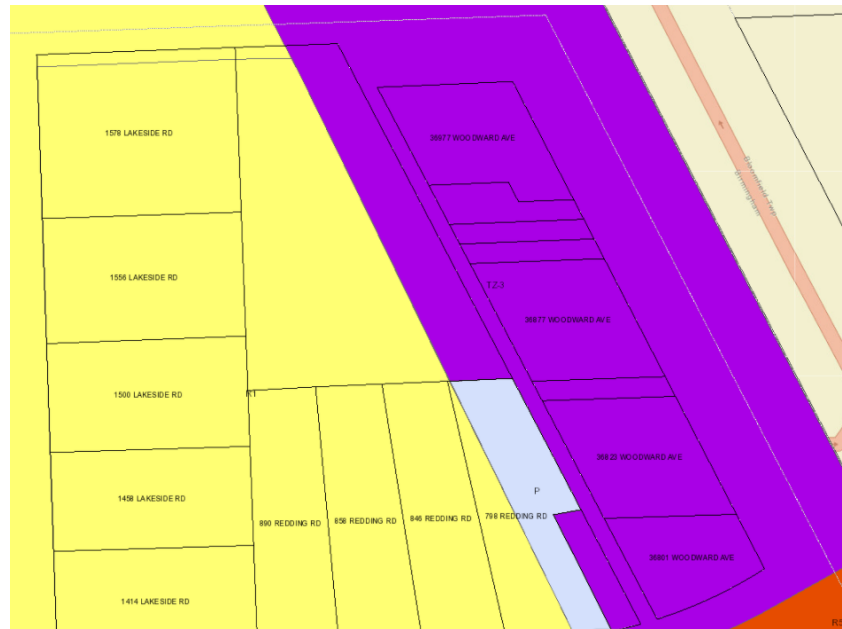
On May 10th, 2022, the applicant appeared before the Board of Zoning Appeals to request three variances. The Board of Zoning Appeals approved the request for #2, #3, and #8 of the conditions listed above which enables the applicant to have less than 75% of their building façade within 0-5 feet of the frontage line, more than 25% of their front lot line to consist of parking lot frontage, and to only have one entrance along the frontage.

The applicant has also made modifications to the site plan to address concerns and requirements that were brought up during Preliminary Site Plan review, particularly related to the vehicular entrance and the rear screening.

1.0 Land Use & Zoning

- 1.1 **Existing Land Use** – The existing land use for the proposed structure along Woodward Ave is commercial and consists of a one-story veterinary clinic. The trapezoidal shaped property (Lot 35) currently has parking along the alley and mostly consists of wooded area to the west of the parking.
- 1.2 **Zoning** – The veterinary clinic site exists within the TZ-3 Transition Zone. Lot 35 consists of two zones; the easternmost 61 feet parallel to the alley is zoned TZ-3 Transition, while the remaining portion is zoned R1-Single Family Residential.
- 1.3 **Summary of Adjacent Land Use & Zoning** – The following chart summarizes existing land use and zoning classifications of the adjacent and/or nearby properties:

	North	South	East	West
Existing Land Use	Vacant	Commercial	Commercial	Parking & Residential
Existing Zoning District	TZ-3 Transition	TZ-3 Transition	(Bloomfield)	TZ-3, P & R1 Transition Parking Single Family Residential
Overlay Zoning District	N/A	N/A	N/A	N/A



2.0 Setback, Height, & Placement Requirements

The attached zoning compliance summary analysis provides the required and proposed bulk, area, and placement regulations for the proposed project. The applicant appears to satisfy a majority of the bulk, height, and placement requirements of the TZ-3 Transition zoning districts.

Article 2, Section 2.46.2 of the Zoning Ordinance requires the minimum front yard setback for the building façade to be built within 0-5 feet of the front setback requirement for a minimum of 75% of the street frontage length. The site plan indicates a building façade of 100 feet within 0-5 feet of the front lot line that is 180 feet in length, totaling 55% of frontage. The Ordinance requires that the building be within 0-5 feet of the street frontage for a total of 135 feet. **On May 10th, 2022, the applicant obtained a variance of 35 feet from the Board of Zoning Appeals, enabling the building to be within 0-5 of the frontage line for less than 75% of the street frontage length.**

Article 4, Section 4.53(A)(1) requires that no more than 25% of the total site's frontage, or 60 feet, whichever is less, shall be occupied by a parking lot. 25% of a 180 foot front lot line equates to 45 feet of permissible parking lot frontage on a public right-of-way. The site plan indicates 57 feet of parking lot frontage, exceeding the permissible amount by 12 feet. **On May 10th, 2022, the applicant obtained a dimensional variance of 12 feet from the Board of Zoning Appeals, enabling the site to have greater than 25% of the frontage occupied by a parking lot.**

Article 4, Section 4.83 requires main entrances to be located along the street frontage, and that buildings longer than 100 feet are required to have one usable entrance for every 50 feet of frontage. The subject building is 100 feet long and therefore is required to provide two front entrances facing Woodward Ave. **On May 10th, 2022, the applicant obtained a dimensional variance of one door from the Board of Zoning Appeals, enabling the site to have only one door along the street frontage.**

3.0 Screening & Landscaping

- 3.1 Dumpster Screening – The applicant is proposing one dumpster in the rear of the building facing the alley with a screen wall and gate. The screen wall is proposed to be 6 feet in height and consist of utility face brick to match the adjacent building and a stone cap. The gate is proposed to consist of trex or equal material.
- 3.2 Parking Lot Screening – Article 4, Section 4.53(B) of Zoning Ordinance requires a 3 foot masonry screenwall, however the Planning Board may approve an evergreen screen in lieu of masonry material as per Article 4, Section 4.54(C)(d) of the Zoning Ordinance.

The eastern portion of the parking lot is proposed to be screened with 15 Mugo Pine evergreen masses 36" in height. The western side of the on-site parking lot is proposed to be screened with 13 Hetzii Juniper evergreen hedges 36" in height. **The Planning Division recommends that the Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking lot screening.**

The applicant also intends to use off-site parking to the west of the alley to satisfy the parking requirement. The off-site parking lot space is under the same ownership of the subject property and within 300 feet of the subject property. There are 25 parking spaces along the west side of the alley that are zoned TZ3 and border an R1 – Single Family Residential Zone to west. The 25 parking spaces on the west side of the alley adjacent to a single-family residential district are proposed to be screened with a 6 foot brick screen wall as per Article 4, Section 4.53(B) of the Zoning Ordinance.

For parking spaces adjacent to a single-family residential zone, Article 4, Section 4.59(A) Buffer Requirements also require that the 6 foot brick screen wall have a sloping stone cap, include a two (2) foot row of landscaping on the parking lot side, and provide varying textures, materials and/or design along the length. Blank, monotonous wall are not permitted. The applicant has indicated a 2 foot

buffer between the screenwall and parking spaces. The screenwall will have a sloping stone cap, and the blank walls will be broken up with sections of Boston Ivy.

In order to address concerns discussed from nearby residents during Preliminary Site Plan, the applicant has also extended the Lot 35 screen wall further south to screen the residential areas from on-site parking headlights pointing southwest and the loading activity near the rear dumpster.

- 3.3 Mechanical Equipment Screening – The site plan indicates a ground transformer facing an alley which is screened by the building.

The site plan indicates three rooftop mechanical units that are 44" to 59.25" in height. The mechanical units are screened by a metal mechanical screenwall 5'6" in height.

Landscaping – The entry plaza near Woodward Avenue is proposed to have (4) Mugo Pine evergreen masses, one Tree Form Hydrangea, and Japanese Forest Grass and 14 Boxwood evergreen hedges south of the main entrances.

The rear entrance facing the alley will have detailed landscaping with an Autumn Gold Ginko tree, Japanese Forest Grass, (12) Little Lime Hydrangea flowering shrubs, (38) Boxwood evergreen hedges, (3) Koreanspice Viburnum, and lawn space.

The southeast corner is proposed to have additional landscaping surrounding the door to the comfort room with Japanese Forest Grass perennials and (5) Itea Little Henry.

As previously mentioned, the western side of the on-site parking lot is proposed to be landscaped with (13) Hetzii Juniper evergreen hedges along with Hameln Fountain Grass and Japanese Forest Grass.

Landscaping has also been included at the southern edge of the Lot 35 screenwall with (11) Little Henry ITEA.

- 3.4 Streetscape Elements – The Michigan Department of Transportation (MDOT) owns and controls Woodward Avenue as well as the sidewalk, angled parking spaces, access drive, and divider island on the east side of the subject property. The City of Birmingham has not required City standard lights and street trees in the MDOT right-of-way with previous applicants.

Article 4, Section 4.73(G) Street Standards –Bicycle Facilities requires 1 bike rack for every 10 cars required. The applicant is required to provide 45 parking spaces, therefore 5 bike racks are required. The applicant has proposed 5 inverted U bike racks near the rear entrance.

4.0 Parking, Loading & Circulation

- 4.1 Parking – The applicant is proposing a total of 48 parking spaces between three locations to count towards their parking requirement.

The site plan indicates 7 parking spaces in the MDOT of right-of-way. Article 4, Section 4.53(E) permits the Police Department to permit the use of on-street parking spaces to count towards parking requirement in the TZ-3 Transition Zone. **The Police Department has approved of the use of the 7 on-street parking spaces along Woodward Avenue towards the applicant's total parking requirements.**

There are 16 angled parking spaces on-site. The 16 parking spaces are only accessible from the Woodward Avenue entrance through the one way drive aisle.

The site plan also indicates 25 off-site parking spaces on the west side of the alley. 5 additional spaces have been added since preliminary site plan review. The 25 parking spaces are within 300 feet of the subject property and are under the same ownership, therefore they may be counted towards the building's parking requirement (Article 4, Section 4.53(D)). The owner is not allocating the 25 parking spaces for other uses at this time.

Article 4, Section 4.46 of the Zoning Ordinance requires the applicant to provide the following off-street parking for the uses proposed in the site plans submitted:

Proposed Use	Requirements	Area or Units	Spaces
Medical	1 space per 150 SF	5,500 SF	36
Hospital	1 space per 4 beds	13 beds	3
Office	1 space per 300 SF	1,653 SF	6
Total Required	-	-	45
Total Proposed	-	-	48

It is of note that there is no official parking category for veterinary use and that City staff have determined that the floor plan submitted indicates part medical and part hospital for the first floor. Based on the calculations above, the applicant meets the parking requirements for the proposed development.

- 4.2 Loading – Total square footage of the building is 11,711 SF, therefore one loading space is required. The site plan indicates a loading zone within the 10 foot rear setback. Article 4, Section 4.24(C)(2) also allows an off-street loading space to be reduced for any building abutting an alley 18' or more in width. The rear alley is 20' in width and therefore may count towards the loading space requirement and does not require loading to be screened.
- 4.3 Vehicle Circulation & Access – The subject site may be accessed via southbound Woodward. There are two entryways off of Woodward Avenue into the MDOT access drive near the northeast corner of the property which lead to the property's

vehicular one-way entrance. The onsite parking lot access drive remains one way from Woodward Ave to the public alley in the rear. Vehicles parking on-site must enter from Woodward Ave and exit the site via the public alley northbound to Quarton Road. The public alley dead ends at the southern boundary of the subject property where the public alley has been vacated.

Concerns regarding the flow of traffic on-site from southbound Woodward Avenue were discussed during Preliminary Site Plan review. In order to address the concerns, the applicant reduced the sidewalk bumpout and eliminated the curved on-site entrance from Woodward Ave. The applicant has indicated the ability of a City fire truck to complete the turn on-site from Woodward Avenue on sheet C-7.

Vehicles that park in the MDOT right-of-way along Woodward Ave may exit the site by continuing south in the MDOT access drive and turning right onto southbound Woodward Ave.

The subject site may also be accessed from the 20 foot wide public alley located behind the Gasow Veterinary clinic. Vehicles traveling east or west on Quarton Road can turn southbound into the alley and park in the 25 spaces on the west side of the alley. The 16 on-site parking spaces are not accessible from the alley.

- 4.4 Pedestrian Circulation & Access – Article 4, Section 4.73(B) requires sidewalks in the TZ-3 Transition Zones to be a minimum of 6 feet, and that sidewalks along Woodward Ave shall be a minimum of 7 feet wide.

The site plan indicates that new ADA compliant sidewalks will be installed along the Woodward side of the building, the on-site parking lot, and connecting to the stairwell from the alley. The site plan indicates a 6 foot sidewalk for the proposed on-site sidewalks and a 7 foot sidewalk along Woodward Ave as required by the TZ-3 Transition Zone.

The Woodward Ave and parking lot sidewalks connect to the main lobby entrance for pedestrian access on the northeast corner of the building. The building's entry plaza has an extended sidewalk area with landscaping and bench seating that also acts as a bumpout for vehicles entering the site.

Two new sidewalk locations are proposed where they do not currently exist. One connects the alley to the building's stairwell entrance in the rear, and another in the southeast corner of the building connecting to the comfort room where there is a third entry and exit point for the building.

5.0 Lighting

Two 16 foot light poles are proposed on-site, one in the landscaping bed of the northeast corner of the property and another next to the landscaping bed near the rear entrance and alley.

Three LED garden and pathway bollards 3 feet in height are also proposed in the entry plaza to help direct vehicular traffic through the entrance to the parking lot. Twelve wall luminaires with double sided light output and three direct light wall mount luminaires are proposed for the building's exterior.

In regards to the photometric plan, the circulation area has a range of 1.0 to 4.8 foot candles, therefore satisfying the criteria of 0.2 minimum and a maximum ratio of 20:1.

The Photometric Plan appears to reflect the sidewalk entry plaza design from Preliminary Site Plan Review which has been slightly modified for Final Site Plan Review. The applicant must submit an updated photometric plan reflecting the updated parking lot and pedestrian plaza layout.

6.0 Departmental Reports

- 6.1 **Engineering Department** – Please see the attached Engineering Division comments dated June 3rd, 2022.
- 6.2 **Department of Public Services** – The Department of Public Services will provide comments by June 8th, 2022 (Updated landscaping plan received Friday June 3rd, 2022)
- 6.3 **Fire Department** – Please see the attached Fire Department comments dated May 31st, 2022.
- 6.4 **Police Department** – The Police Department has no concerns at this time and approves the use of the on-street parking towards the overall parking count as it is the only business in this area.
- 6.5 **Building Department** – Please see the attached Building Division comments dated May 31st, 2022.
- 6.6 **Parking Manager** – The Parking Manager has no concerns at this time.

7.0 Design Review

Façade Materials

The applicant has submitted elevation drawings with material notes and material specifications for the proposed building. The exterior will be predominantly brick with a cut stone base and cornice, vertical windows, aluminum storefront glazing, and a steel canopy. The site plan also indicates signage on the building and attached to the canopy.

Two colors of brick are proposed for the exterior of the building. The main entrance will have walnut brick spanning two stories at the public entrance while the remainder of the building will have titanium gray brick. The cut stone base, cornice, and accents will be riesling color while the steel canopy and metal coping will be black. Composite aluminum and aluminum storefront glazing is also proposed around the window areas. All materials appear to be of high quality and provide architectural enhancements to the site.

Glazing

The first floor frontage along Woodward Avenue is proposed to have a glazing value of 71.5% which satisfies the 70% minimum requirement. The northern elevation with a pedestrian entrance is proposed to have a glazing value of 36.7% which satisfies the 30% minimum requirement. The Planning Division does not consider the doors on the western and southern elevation to be entrances for the “public”, therefore the western and southern elevations do not require 30% glazing.

Article 4, Section 4.83(B)(1) of the Zoning Ordinance states “blank walls longer than 30 feet are not permitted on on any façade.” There are large sections of blank walls on the second story of the western facade. **The applicant must provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet.**

Signage

Two signs are proposed for the new building. A building identification sign reading “Gasow Veterinary Hospital” is proposed along the eastern elevation on the second floor. The sign area is 65.8 square feet total, satisfying the Sign Ordinance requirements of a building identification sign.

A canopy sign is also proposed on the northern elevation. The canopy wraps around the corner of the entrance with dimensions of 28.5’ x 1.5’ . The Canopy signage reading “Gasow Veterinary” is proposed to face the north and is 1’4” x 15’ in dimension.

The maximum area for a canopy sign is no more than 0.33 square feet for each linear foot of canopy length of the canopy upon which the sign will be placed. **The applicant is allowed 9.4 square feet of canopy signage (28.5’ x 0.33), however the plans indicate 20 square feet of canopy signage (1.4’ x 15’). The applicant must submit updated signage plans satisfying the canopy signage requirements.**

8.0 Required Attachments

	Submitted	Not Submitted	Not Required
Existing Conditions Plan	☒	☐	☐
Detailed and Scaled Site Plan	☒	☐	☐
Certified Land Survey	☒	☐	☐
Interior Floor Plans	☒	☐	☐
Landscape Plan	☒	☐	☐
Photometric Plan	☒	☐	☐
Colored Elevations	☒	☐	☐
Material Specification Sheets	☒	☐	☐
Material Samples	☐	☐	☐
Site & Aerial Photographs	☒	☐	☐

9.0 Approval Criteria

In accordance with Article 7, section 7.27 of the Zoning Ordinance, the proposed plans for development must meet the following conditions:

- (1) The location, size and height of the building, walls and fences shall be such that there is adequate landscaped open space so as to provide light, air and access to the persons occupying the structure.
- (2) The location, size and height of the building, walls and fences shall be such that there will be no interference with adequate light, air and access to adjacent lands and buildings.
- (3) The location, size and height of the building, walls and fences shall be such that they will not hinder the reasonable development of adjoining property nor diminish the value thereof.
- (4) The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.
- (5) The proposed development will be compatible with other uses and buildings in the neighborhood and will not be contrary to the spirit and purpose of this chapter.
- (6) The location, shape and size of required landscaped open space is such as to provide adequate open space for the benefit of the inhabitants of the building and the surrounding neighborhood.

In addition, Article 7, Section 7.36 requires applications for a Special Land Use Permit to meet the following criteria:

- (1) The use is consistent with and will promote the intent and purpose of this Zoning Ordinance.
- (2) The use will be compatible with adjacent uses of land, the natural environment, and the capabilities of public services and facilities affected by the land use.
- (3) The use is consistent with the public health, safety and welfare of the city.
- (4) The use is in compliance with all other requirements of this Zoning Ordinance.
- (5) The use will not be injurious to the surrounding neighborhood.
- (6) The use is in compliance with state and federal statutes.

10.0 Recommendation

Based on a review of the site plans submitted and the requirements outlined in Article 7, Section 7.27 and 7.36 of the Zoning Ordinance, the Planning Division recommends that the Planning Board recommend **APPROVAL** of the SLUP and Final Site Plan for 36877 Woodward Ave, Gasow Veterinary Clinic, with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking lot screening;
3. The applicant submit an updated photometric plan with the updated parking lot and pedestrian plaza layout;
4. The applicant provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet;
5. The applicant submit updated signage plans satisfying the canopy signage requirements to be approved administratively;
6. The applicant comply with the requests of all City Departments.

11.0 Sample Motion Language for Special Land Use Permit (SLUP)

Motion to recommend **APPROVAL** of the SLUP for 36877 Woodward Ave, Gasow Veterinary Clinic, with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking lot screening;
3. The applicant submit an updated photometric plan with the updated parking lot and pedestrian plaza layout;
4. The applicant provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet;
5. The applicant submit updated signage plans satisfying the canopy signage requirements to be approved administratively;
6. The applicant comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the SLUP for 36877 Woodward Ave, Gasow Veterinary Clinic, pending receipt of the following:

1. _____
2. _____
3. _____

OR

Motion to **DENY** the SLUP for 36877 Woodward Ave, Gasow Veterinary Clinic, for the following reasons:

1. _____
2. _____
3. _____

12.0 Sample Motion Language for the Final Site Plan

Motion to recommend **APPROVAL** of the Final Site Plan for 36877 Woodward Ave, Gasow Veterinary Clinic, with the following conditions:

1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;
2. The Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking lot screening;
3. The applicant submit an updated photometric plan with the updated parking lot and pedestrian plaza layout;
4. The applicant provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet;
5. The applicant submit updated signage plans satisfying the canopy signage requirements to be approved administratively;
6. The applicant comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan for 36877 Woodward Ave, Gasow Veterinary Clinic, pending receipt of the following:

4. _____
5. _____
6. _____

OR

Motion to **DENY** the Final Site Plan for 36877 Woodward Ave, Gasow Veterinary Clinic, for the following reasons:

4. _____
5. _____
6. _____

**Zoning Compliance Summary Sheet
Preliminary Site Plan Review
36877 Woodward Ave**

Existing Site: 1 story commercial/veterinary clinic

Zoning: TZ-3 Transition Zoning

Land Use: Commercial/Office

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Vacant	Commercial	Commercial	Parking & Residential
Existing Zoning District	TZ-3 Transition	TZ-3 Transition	(Bloomfield)	TZ-3, P & R1 Transition Parking Single Family Residential
Overlay Zoning District	N/A	N/A	N/A	N/A

Land Area: Existing: 71,311 SF
Proposed: 71,311 SF

Dwelling Units: Existing: N/A
Proposed: N/A

Minimum Lot Area/Unit: Required: N/A
Proposed: N/A

Min. Floor Area /Unit: Required: N/A
Proposed: N/A

Max. Total Floor Area: Required: N/A
Proposed: N/A

Min. Open Space: Required: N/A

	Proposed:	N/A
Max. Lot Coverage:	Required:	N/A
	Proposed:	N/A
Front Setback:	Required:	0-5 Feet Building façade shall be built to within 5 feet of the front lot line for a minimum of 75% of the street frontage length.
	Proposed:	100 ft building façade within 0-5 feet of 180 ft front lot line = 55%. Applicant obtained variance of 35 feet on May 10th, 2022.
Min. Side Setbacks	Required:	0 ft.
	Proposed:	0 ft.
Rear Setback:	Required:	10 ft.
	Proposed:	10 ft.
Min. Front+Rear Setback	Required:	
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	42 ft., 4 stories
	Proposed:	31' 7.25"
Min. Bldg. Height	Required:	24 ft., 2 stories
	Proposed:	31' 7.25"
Min. Eave Height:	Required:	N/A
	Proposed:	N/A
Floor-Floor Height:	Required:	14 ft
	Proposed:	14 ft
Front Entry:	Required:	Main entrance located on at least one (1) street front One (1) usable entrance for every 50 feet of frontage along the front public sidewalk for buildings longer than 100 feet.
	Proposed:	One (1) front entry facing the parking lot. Applicant obtained a variance for one (1) door from the Board of Zoning Appeals on May 10th, 2022.
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A
Opening Width:	Required:	N/A
	Proposed:	N/A

Parking:	Required:	1 per 300 SF Office 1 per 150 SF Medical <u>1 per 4 bed Hospital use</u> 45 Total
	Proposed:	16 off-street spaces 20 off-site spaces <u>9 on-street spaces</u> 45 Total
Min. Parking Space Size:	Required:	180 sq. ft.
	Proposed:	180 sq. ft.
Parking Lot Frontage:	Required:	No more than 25% of total site's frontage, or 60 feet, whichever is less. 180 ft * 25% = 45 ft maximum
	Proposed:	57 feet The applicant obtained a variance of 12 feet from the Board of Zoning Appeals on May 10th, 2022.
Loading Area:	Required:	1 off-street loading spaces 40 ft. x 12 ft. x 14 ft.
	Proposed:	Loading space in the rear of building. Alley is also 20 feet wide – therefore acceptable
Screening:		
<u>Parking:</u>	Required:	3 ft. masonry screen wall 6 ft. brick screen wall abutting residential with a buffer including a two (2) foot row of landscaping on the parking lot side of the wall.
	Proposed:	3ft evergreen in lieu of masonry material 6 ft. brick screen wall abutting residential with a buffer including a two (2) foot row of landscaping on the parking lot side of the wall.
<u>Loading:</u>	Required:	Screened from view
	Proposed:	Alley / Via loading area screened by building
<u>Rooftop Mechanical:</u>	Required:	Screened from view
	Proposed:	5'6" metal rooftop screenwall
<u>Elect. Transformer:</u>	Required:	Screened from public view
	Proposed:	Located in rear of building
<u>Dumpster:</u>	Required:	Masonry screen wall with wood gates
	Proposed:	Masonry screen wall with wood gates



Special Land Use Permit Application Planning Division

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

1. Applicant

Name: Anthony Palleschi
Address: 1700 Twelve Mile Road, Royal Oak, MI 48073

Phone Number: 586 822 0851
Fax Number: _____
Email address: anthony@champdevgroup.com

2. Property Owner

Name: LB Land LLC
Address: 5000 E Grand River Avenue, Howell, MI 48843

Phone Number: 586 822 0851
Fax Number: _____
Email address: info@champdevgroup.com

3. Applicant's Attorney/Contact Person

Name: Richard Rattner
Address: 380 North Old Woodward Avenue Suite 300, Birmingham, MI 48009

Phone Number: 248 642 0333 ext. 331
Fax Number: _____
Email address: rdr@wwrplaw.com

4. Project Designer/Developer

Name: Brian Neeper (Architect)
Address: 680 North Old Woodward Avenue Suite 203, Birmingham, MI 48009

Phone Number: 248 259 1784
Fax Number: _____
Email address: brian@brianneeper.com

5. Required Attachments

- I. Two (2) paper copies and one (1) digital copy of all project plans including:
 - i. A detailed Existing Conditions Plan including the subject site in its entirety, including all property lines, buildings, structures, curb cuts, sidewalks, drives, ramps and all parking on site and on the street(s) adjacent to the site, and must show the same detail for all adjacent properties within 200 ft. of the subject site's property lines;
 - ii. A detailed and scaled Site Plan depicting accurately and in detail the proposed construction, alteration or repair;
 - iii. A certified Land Survey;
 - iv. Interior floor plans;
 - v. A Landscape Plan;
 - vi. A Photometric Plan;
 - vii. Colored elevation drawings for each building elevation;
- II. Specification sheets for all proposed materials, light fixtures and mechanical equipment;
- III. Samples of all proposed materials;
- IV. Photographs of existing conditions on the site including all structures, parking areas, landscaping and adjacent structures;
- V. Current aerial photographs of the site and surrounding properties;
- VI. Warranty Deed, or Consent of Property Owner if applicant is not the owner;
- VII. Any other data requested by the Planning Board, Planning Department, or other City Departments.

6. Project Information

Address/Location of the property: 36877 WOODWARD AVENUE
BIRMINGHAM, MICHIGAN 48009
Name of development: Gasow Veterinary Hospital
Sidwell #: _____
Current Use: B-BUSINESS - VETERINARY CLINIC
Proposed Use: B-BUSINESS - VETERINARY CLINIC
Area of Site in Acres: 1.64 ACRES
Current zoning: TZ-3
Is the property located in the floodplain? NO
Name of Historic District Site is located in: _____
Date of Historic District Commission Approval: _____
Date of Application for Preliminary Site Plan: _____
Date of Preliminary Site Plan Approval: _____

Date of Application for Final Site Plan: _____
Date of Final Site Plan Approval: _____
Date of Application for Revised Final Site Plan: _____
Date of Revised Final Site Plan Approval: _____
Date of Design Review Board Approval: _____
Is there a current SLUP in effect for this site? No
Date of Application for SLUP: NA
Date of SLUP Approval: NA
Date of Last SLUP Amendment: NA
Will proposed project require the division of platted lots? No
Will proposed project require the combination of platted lots? No

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

Single-family home of approximately 5,200 square feet with attached garage.

8. Buildings and Structures

Number of Buildings on Site: 1

Height of Buildings & # of Stories: 32', (2) STORY ABOVE GRADE

Use of Buildings: B-BUSINESS - VETERINARY CLINIC

Height of Rooftop Mechanical Equipment: 5'-0" (VERIFY W/ EQUIP SPEC)

9. Floor Use and Area (in Square Feet)

Proposed Commercial Structures:

Total basement floor area: N/A

Number of square feet per upper floor: (1) 10,269.4 SF, (2) 1,524.1 SF

Total floor area: 11,793.5 SF

Floor area ratio (total floor area ÷ total land area): 0.165
(11793.5 / 71311 = 0.1653812174839786)

Open space: 59,517.5 SF (1.366 ACRES)

Percent of open space: 83.4%

Office Space: 12,000 SF

Retail Space:

Industrial Space:

Assembly Space:

Seating Capacity:

Maximum Occupancy Load: 120 PEOPLE

Proposed Residential Structures:

Total number of units: N/A

Number of one bedroom units: N/A

Number of two bedroom units: N/A

Number of three bedroom units: N/A

Open space: N/A

Percent of open space: N/A

Rental units or condominiums? N/A

Size of one bedroom units: N/A

Size of two bedroom units: N/A

Size of three bedroom units: N/A

Seating Capacity: N/A

Maximum Occupancy Load: N/A

Proposed Additions:

Total basement floor area, if any, of addition: N/A

Number of floors to be added: N/A

Square footage added per floor: N/A

Total building floor area (including addition): N/A

Floor area ratio (total floor area ÷ total land area): N/A

Open Space: N/A

Percent of open space: N/A

Use of addition: N/A

Height of addition: N/A

Office space in addition: N/A

Retail space in addition: N/A

Industrial space in addition: N/A

Assembly space in addition: N/A

Maximum building occupancy load (including addition):

N/A

10. Required and Proposed Setbacks

Required front setback: 0'-0"

Required rear setback: 10'-0"

Required total side setback: 0'-0"

Side setback: 0'-0"

Proposed front setback: 0'-0"

Proposed rear setback: 10'-0"

Proposed total side setback: 0'-0"

Second side setback: 0'-0"

11. Required and Proposed Parking

Required number of parking spaces: 39 PARKING SPACES

Typical angle of parking spaces: 60 AND 90 DEGREES (EXISTING LOT)

Typical width of maneuvering lanes: 18'-0" (EXISTING LOT)

Location of parking on site: NORTH SIDE OF BUILDING ON LOT

Location of parking off site: OFF OF ALLEY ALONG ADJACENT PROP

Number of light standards in parking area: 2

Screenwall material: NONE PRESENT, BRICK PROPOSED

Proposed number of parking spaces: 39-PARKING SPACES

Typical size of parking spaces: 9'-0" x 18'-0"

Number of spaces <180 sq. ft.: NONE

Number of handicap spaces: 2 SPACES

Shared parking agreement? NOT KNOWN

Height of light standards in parking area: 16'

Height of screenwall: 4'-0" PROPOSED

12. Landscaping

Location of landscape areas: LANDSCAPE PLANTINGS, SOUTH EAST CORNER AND NORTH WEST CORNER

Proposed landscape material: REFER TO LANDSCAPE PLAN

13. Streetscape

Sidewalk width: 3'-1" at building and 4'-7" at Woodward

Number of benches: 1

Number of planters: 0

Number of existing street trees: 0

Number of proposed street trees: 1

Streetscape plan submitted?

Description of benches or planters:

Species of existing trees: NA

Species of proposed trees: refer to landscape plan

14. Loading

Required number of loading spaces: 1

Typical angle of loading spaces: 90

Screenwall material: BRICK

Location of loading spaces on site: off of alley

Proposed number of loading spaces: 1

Typical size of loading spaces: 10X30

Height of screenwall: 6'-0"

Typical time loading spaces are used: VARIES, LOW USE

15. Exterior Waste Receptacles

Required number of waste receptacles:

Location of waste receptacles: OFF OF REAR ALLEY

Screenwall material: BRICK MASONRY

Proposed number of waste receptacles: 2

Size of waste receptacles:

Height of screenwall: 6'-0"

16. Mechanical Equipment

Utilities and Transformers:

Number of ground mounted transformers: 1

Size of transformers (L•W•H): TBC

Number of utility easements: 0

Screenwall material:

Location of all utilities & easements:

Height of screenwall:

Ground Mounted Mechanical Equipment:

Number of ground mounted units: 0

Size of ground mounted units (L•W•H): NA

Screenwall material: NA

Location of all ground mounted units: NA

Height of screenwall: NA

Rooftop Mechanical Equipment:

Number of rooftop units: 6

Type of rooftop units: PACKAGED ROOF TOP UNIT

Screenwall material: METAL PANEL

Location of screenwall:

Location of all rooftop units:

Size of rooftop units (L•W•H):

Percentage of rooftop covered by mechanical units:

Height of screenwall: 5'-0"

Distance from rooftop units to all screenwalls:

17. Accessory Buildings

Number of accessory buildings: NONE

Location of accessory buildings: N/A

Size of accessory buildings: N/A

Height of accessory buildings: N/A

18. Building Lighting

Number of light standards on building: 13
Size of light fixtures (L•W•H): SEE CUT SHEETS
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light standards on building: DECORATIVE AND WALL PACK

Height from grade: 8'-0" TO 10'-0"
Proposed wattage per fixture: _____

19. Site Lighting

Number of light fixtures: 5
Size of light fixtures (L•W•H): _____
Maximum wattage per fixture: _____
Light level at each property line: _____

Type of light fixtures: 2 POLE LIGHTS, 3 LIGHT BOLLARDS
Height from grade: 25', 4'
Proposed wattage per fixture: _____
Holiday tree lighting receptacles: _____

20. Adjacent Properties

Number of properties within 200 ft.: 9 LOTS

Property #1

Number of buildings on site: 1
Zoning district: _____
Use type: Public Utility
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 36823 Woodward

North, south, east or west of property? south

Property #2

Number of buildings on site: 1
Zoning district: _____
Use type: Buisness
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 3680 Redding Rd

North, south, east or west of property? south

Property #3

Number of buildings on site: 1
Zoning district: _____
Use type: Residential
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 798 Redding Road

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

Property #4

Number of buildings on site: 1
Zoning district: _____
Use type: Residential
Square footage of principal building: _____
Square footage of accessory buildings: _____
Number of parking spaces: _____

Property Description: 846 Redding

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

Property #5

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

Property Description: 858 Redding RD

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

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

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

Signature of Owner: _____ Date: _____

Print Name: Michael T. Bailey

Signature of Applicant: _____ Date: _____

Print Name: Kevin Collett

Signature of Architect: _____ Date: _____

Print Name: Michael Matthys, Linden Group Inc

Office Use Only

Application #: _____ Date Received: _____ Fee: _____

Date of Approval: _____ Date of Denial: _____ Accepted by: _____



Notice Signs - Rental Application Community Development

1. Applicant

Name: Midwest Veterinary Partners PLLC
Address: 20450 Civic Center Dr.
Southfield MI 48076
Phone Number: 513-312-5749
Fax Number: _____
Email address: kevin.collett@mvtpartners.com

Property Owner

Name: 36877 WOODWARD AVENUE LLC/ROMEO PLANK PROPERTIES
Address: 36877 WOODWARD AVENUE
Phone Number: (248) 644-7171
Fax Number: _____
Email Address: mbailey@mtbpartnersllc.com

2. Project Information

Address/Location of Property: 36877 WOODWARD AVENUE
Name of Development: GASOW VETERINARY HOSPITAL
Area in Acres: 1.64 ACRES

Name of Historic District site is in, if any: _____
Current Use: VETERINARY CLINIC
Current Zoning: MZ3

3. Date of Board Review

Board of Building Trades Appeals: _____
City Commission: _____
Historic District Commission: _____
Planning Board: _____

Board of Zoning Appeals: _____
Design Review Board: _____
Housing Board of Appeals: _____

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

Signature of Applicant: _____

Date: 2/1/22

Office Use Only

Application #: _____	Date Received: _____	Fee: _____
Date of Approval: _____	Date of Denial: _____	Reviewed by: _____

City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, March 23, 2022
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on March 23, 2022.
Chair Scott Clein convened the meeting at 7:36 p.m.

A. Roll Call

Present: Chair Scott Clein; Board Members Robin Boyle, Bert Koseck, Daniel Share, Janelle Whipple-Boyce; Student Representatives MacKinzie Clein, Andrew Fuller

Absent: Board Member Stuart Jeffares, Bryan Williams; Alternate Board Members Jason Emerine, Nasseem Ramin

Administration:

Nick Dupuis, Planning Director
Leah Blizinski, City Planner
Brooks Cowan, Senior Planner
Laura Eichenhorn, City Transcriptionist

1. 36877 Woodward – Gasow – Preliminary Site Plan request for a new 2-story building and associated site improvements

SP Cowan presented the item.

In reply to Mr. Koseck's comments about the number of conditions, PD Dupuis noted that approximately a third of the items were topics that the Board does not usually address until final site plan and design review.

Mike Matthys, architect, and Mike Bailey, owner of the property, spoke on behalf of the project. Mr. Matthys said adding sufficient screening to the north parking spots, accommodating the 14 foot floor-to-floor minimum, adjusting the sidewalks to meet the zoning requirements, and providing the materials for refuse container screening would be no issue.

Mr. Matthys said he was hoping to hear Board comment about screening in the rear of the building, screening on the south side of the parking lot, and access to the parking lot from Woodward. He added that the plans could likely meet the glazing requirements without issue.

Mr. Koseck said he would like to see the applicant modify the site plan to come closer to having 75% of the building façade within zero to five feet of the front lot line. He recommended that the lobby area be within zero to five feet of the front lot line with the exam room areas being further back. He said he was excited to see a new building with quality materials in this location, but that aspects of it could come further into compliance with the ordinance.

Mr. Bailey noted the site's conditions are difficult since it is bound by Consumers, DTE, and extant MDOT curb cuts. He said that the site could not accommodate more parking in the rear because of the alley and the topography. He opined that while requiring the building façade to be within zero to five feet of the lot line makes sense to prevent a gap in retail in a pedestrian-heavy area, this site does not have those conditions and so the requirement may not be as relevant in this case.

Public Comment

Brady Blaine, neighbor of Gasow, summarized his letter to the Board requesting a few areas of additional screening on-site.

Robert Runco, neighbor of Gasow, concurred with Mr. Blaine's comments. He added that the alley to the south should remain closed and that the 16-foot light should be shielded appropriately.

Messrs. Blaine and Runco were both in favor of the general designs and plans for the project.

Ms. Whipple-Boyce said that in this condition she understood why the plans did not comply with TZ-3, and expressed support for the planned improvements to the site. She continued that she would be supportive of having a six-foot masonry screening wall across the rear parking given the comments of the neighbors. She said some creativity would be required to create some screening beyond the parking to the south. She said it did make sense for the wall to be in the southwest portion of the main parking lot, but that landscaping would be adequate in the area facing Woodward.

In reply to an inquiry from Ms. Whipple-Boyce, the applicant confirmed that the lack of a sidewalk from the rear entry to the main parking lot is because only staff would be using the rear entry and would be parking in the alley.

In reply to Mr. Boyle, PD Dupuis noted the applicant would be obligated to improve the alley if they continue using it. He also acknowledged Mr. Boyle's recommendation that Staff see how they might facilitate other improvements to the area surrounding the property, including the utilities uses, in order to make the area to the north more attractive to potential tenants.

Mr. Koseck recommended the applicant consider eliminating a few of the parking spaces on-site in favor of increased landscaping if at all possible.

Chair Klein thanked the applicant for agreeing to install a screening wall according to the neighbors' requests, and advised the applicant that projects that work with the neighbors produce better results. The Chair continued that the screening in the rear will be useful and that he did not see a need to change the screening in the front. He said he would prefer to see evergreen screening along the north property line rather than a masonry wall. He said he felt to some extent that the applicant was trying to skirt the ordinance by characterizing the project as a rebuild. He said he was not sure whether he would support a variance relating to that.

Mr. Matthys said that given the feedback from the neighbors and the Board the applicant would not be seeking a variance for the screening wall. He said he would work with neighbors to design a screen wall they would support. He said the applicant would pursue a variance from the

requirement that 75% of the building façade be within zero to five feet of the front lot line. He stated that if the variance is not granted the applicant would attempt to comply with the ordinance.

Motion by Ms. Whipple-Boyce

Seconded by Mr. Share to approve the Preliminary Site Plan for 36877 Woodward Ave, Gasow Veterinary Clinic, with the following conditions:

- 1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;**
- 2. The applicant modify the site plan to have 75% of the building façade within 0-5 feet of the front lot line, or obtain a variance from the Board of Zoning Appeals;**
- 3. The applicant reduce the parking lot frontage to 25% or less of the front lot line, or obtain a from the Board of Zoning Appeals;**
- 4. The applicant satisfy all parking lot screening and buffer requirements of Article 4, Section 4.53 and 4.54 of the Zoning Ordinance for the proposed on-site and off-site parking lots through an understanding with the neighbors regarding satisfying to lot screening, or obtain a variance from the Board of Zoning Appeals;**
- 5. The applicant indicate materials and dimensions for mechanical units and refuse container screening;**
- 6. The applicant obtain approval from the Police Department to count on-street parking spaces towards their parking requirement;**
- 7. The applicant modify the site plan to have 6 foot wide sidewalks on-site and a 7 foot wide sidewalk along Woodward Ave;**
- 8. The applicant modify the site plan to incorporate two (2) entrances facing Woodward Ave;**
- 9. The applicant modify the site plan to eliminate large blank walls on both floors of the southern and western elevations;**
- 10. The applicant provide 5 bike racks to service the building;**
- 11. The applicant submit material specifications, samples, dimensions, and all other required information for the proposed building to complete the Design Review at Final Site Plan and SLUP review; and,**
- 12. The applicant comply with the requests of all City Departments.**

Ms. Whipple-Boyce said she was comfortable moving the item since discussion clarified that many of the items would either be resolved or addressed at the BZA.

Mr. Koseck said he would vote no on the motion until the Board can gain more insight on the curb cuts from Woodward and the related on-site traffic flow. He said he would like to hear from the City's traffic engineer on the safety of that aspect of the design.

Chair Clein directed Staff to ensure that all outstanding issues between the applicant and the City's traffic engineer, BZA, MDOT, neighbors, and other potentially relevant parties are resolved before the project returns to the Board for final site plan and design review.

Motion carried, 4-1.

ROLL CALL VOTE

Yeas: Share, Boyle, Whipple-Boyce, Clein

Nays: Koseck

APPROVED

DRAFT

Board of Zoning Appeals Minutes May 10th, 2022

36877 WOODWARD
22-19

SP Cowan presented the item.

Mike Matthys, architect, reviewed the letter describing why these variances were being sought. The letter was included in the evening's agenda packet.

In reply to Chair Morganroth, Mr. Matthys said variance A was being sought because complying with the ordinance would make the building less architecturally pleasant, especially when viewed from Woodward heading north. He added that meeting the ordinance and maintaining the extant access points would also be problematic. He said he was unsure if he could move the parking to the building's rear if he lengthened the building to the north while making the building shallower.

Chair Morganroth noted that the petitioner was not restrained by the existing footprint since the proposal was for a complete demolition and rebuild.

Mr. Matthys acknowledged that to be the case, but said the plans were constrained by efforts to maintain the same access points, efforts to maximize parking on-site, and the utility on the southern boundary of the site. He said the petitioner has pushed to meet the intent of the ordinance while accommodating the restraints of the site.

In reply to the Chair, Mr. Matthys said variance A could be lessened by approximately 15 feet if the southern trapezoidal corner were eliminated.

BO Johnson confirmed for Mr. Reddy that the locations of the site's curb cuts are determined by MDOT.

Motion by Mr. Canvasser

Seconded by Mr. Hart with regard to Appeal 22-19, A. Chapter 126, Article 4, Section 2.46.2 of the Zoning Ordinance requires the minimum front yard setback for the building façade to be built within 5 feet of the front lot line for a minimum of 75% of the street frontage length. The applicant is proposing a building façade within 5 feet of the front lot line for 55% of the street frontage length, therefore a dimensional variance of 35 feet is being requested; B. Chapter 126, Article 4, Section 4.53(A)(1) of the Zoning Ordinance requires that no more than 25% of a property's frontage, or 60 feet, whichever is less, shall be occupied by parking lot. The applicant is proposing 32% of their frontage line to be occupied by parking a parking lot; therefore, a dimensional variance of 12 feet is being requested; and, C. Chapter 126, Article 4, Section 4.83(B)(3) of the Zoning Ordinance requires that buildings longer than 100 feet to have one (1) usable entrance for every full 50 feet of frontage along the front public sidewalk. The applicant is proposing a building width of 100'8" with one door facing the frontage, therefore a dimensional variance of 1 door is being requested.

Mr. Canvasser moved to approve all three variances and tied the approvals to the plans as submitted. He stated that the property had unique circumstances that would render compliance

with the ordinance unnecessarily burdensome. He said the plans would do substantial justice to other property owners and to the City as a whole, especially given the site's gateway location.

Mr. Canvasser said that while the petitioner could meet the ordinance instead of seeking the eight inch variance C, he noted that asking the petitioner to do so would have cascading effects that would change the entire proposal. He said he found the proposed plans reasonable overall, that the door is almost on the frontage, and that the grade of the property also impacted this aspect of the plans.

Mr. Hart said the petitioner worked to make the plans as ordinance-compliant as possible. He noted that there are specific architectural challenges with veterinary medicine that the plans address.

Chair Morganroth said he would not support the motion. He said the requirements of TZ-3 zoning were designed intentionally, and that this proposal could do more to come closer to compliance. He noted that removing the trapezoidal design of the southern corner could lower the request for Variance A to about 20 feet.

Motion carried, 4-2.

ROLL CALL VOTE

Yeas: Canvasser, Hart, Reddy, Miller

Nays: Kona, Morganroth

DRAFT

Board of Zoning Appeals Minutes May 10th, 2022

36877 WOODWARD
22-19

SP Cowan presented the item.

Mike Matthys, architect, reviewed the letter describing why these variances were being sought. The letter was included in the evening's agenda packet.

In reply to Chair Morganroth, Mr. Matthys said variance A was being sought because complying with the ordinance would make the building less architecturally pleasant, especially when viewed from Woodward heading north. He added that meeting the ordinance and maintaining the extant access points would also be problematic. He said he was unsure if he could move the parking to the building's rear if he lengthened the building to the north while making the building shallower.

Chair Morganroth noted that the petitioner was not restrained by the existing footprint since the proposal was for a complete demolition and rebuild.

Mr. Matthys acknowledged that to be the case, but said the plans were constrained by efforts to maintain the same access points, efforts to maximize parking on-site, and the utility on the southern boundary of the site. He said the petitioner has pushed to meet the intent of the ordinance while accommodating the restraints of the site.

In reply to the Chair, Mr. Matthys said variance A could be lessened by approximately 15 feet if the southern trapezoidal corner were eliminated.

BO Johnson confirmed for Mr. Reddy that the locations of the site's curb cuts are determined by MDOT.

Motion by Mr. Canvasser

Seconded by Mr. Hart with regard to Appeal 22-19, A. Chapter 126, Article 4, Section 2.46.2 of the Zoning Ordinance requires the minimum front yard setback for the building façade to be built within 5 feet of the front lot line for a minimum of 75% of the street frontage length. The applicant is proposing a building façade within 5 feet of the front lot line for 55% of the street frontage length, therefore a dimensional variance of 35 feet is being requested; B. Chapter 126, Article 4, Section 4.53(A)(1) of the Zoning Ordinance requires that no more than 25% of a property's frontage, or 60 feet, whichever is less, shall be occupied by parking lot. The applicant is proposing 32% of their frontage line to be occupied by parking a parking lot; therefore, a dimensional variance of 12 feet is being requested; and, C. Chapter 126, Article 4, Section 4.83(B)(3) of the Zoning Ordinance requires that buildings longer than 100 feet to have one (1) usable entrance for every full 50 feet of frontage along the front public sidewalk. The applicant is proposing a building width of 100'8" with one door facing the frontage, therefore a dimensional variance of 1 door is being requested.

Mr. Canvasser moved to approve all three variances and tied the approvals to the plans as submitted. He stated that the property had unique circumstances that would render compliance

with the ordinance unnecessarily burdensome. He said the plans would do substantial justice to other property owners and to the City as a whole, especially given the site's gateway location.

Mr. Canvasser said that while the petitioner could meet the ordinance instead of seeking the eight inch variance C, he noted that asking the petitioner to do so would have cascading effects that would change the entire proposal. He said he found the proposed plans reasonable overall, that the door is almost on the frontage, and that the grade of the property also impacted this aspect of the plans.

Mr. Hart said the petitioner worked to make the plans as ordinance-compliant as possible. He noted that there are specific architectural challenges with veterinary medicine that the plans address.

Chair Morganroth said he would not support the motion. He said the requirements of TZ-3 zoning were designed intentionally, and that this proposal could do more to come closer to compliance. He noted that removing the trapezoidal design of the southern corner could lower the request for Variance A to about 20 feet.

Motion carried, 4-2.

ROLL CALL VOTE

Yeas: Canvasser, Hart, Reddy, Miller

Nays: Kona, Morganroth

City Of Birmingham
Regular Meeting Of The Planning Board
Wednesday, June 8, 2022
City Commission Room
151 Martin Street, Birmingham, Michigan

Minutes of the regular meeting of the City of Birmingham Planning Board held on June 8, 2022.
Chair Scott Clein convened the meeting at 7:30 p.m.

A. Roll Call

Present: Chair Scott Clein; Board Members Robin Boyle, Stuart Jeffares, Bert Koseck, Daniel Share, Janelle Whipple-Boyce, Bryan Williams; Alternate Board Members Jason Emerine, Nasseem Ramin; Student Representatives MacKinzie Clein, Andrew Fuller

Absent: None

Administration:

Nick Dupuis, Planning Director
Leah Blizinski, City Planner
Brooks Cowan, Senior Planner
Laura Eichenhorn, City Transcriptionist
Bruce Johnson, Building Official

1. 36877 Woodward – Gasow – Request for new 2-story commercial building and associated site improvements

SP Cowan presented the item.

Mike Matthys, architect, and Mike Bailey, property co-owner, spoke on behalf of the request.

Mr. Matthys confirmed:

- There will be a six-foot masonry screening wall with design elements running the length of the parking spots abutting the parcel to the west; and,
- There will be screening of parking towards Woodward and towards the alley.

In reply to Board inquiry, Mr. Bailey stated:

- Screening has been added to the south and the west at the request of the neighbors; and,
- Conversations with the property owner to the north are ongoing.

Mr. Boyle expressed disappointment that the property to the north of 36877 Woodward would be one of the first parcels one sees driving south on Woodward from Bloomfield Hills, given that parcel's current condition.

Mr. Williams said that the project, with the changes integrated between preliminary and final site plan, was tremendous. He said it would be a positive addition to that parcel and visually pleasing for drivers entering Birmingham from the north.

Public Comment

Brady Blaine, neighbor, thanked the City and the ownership for taking his previously expressed concerns into account. He said he was pleased to hear that a screening wall would extend all the way to the southwest corner.

Robert Runco, neighbor, asked that a deflector be added to the one light post that would cast light towards the residences to the rear of 36877 Woodward. He said that the neighbors to the rear of the property in question are otherwise enthused about the current proposal.

06-127-22

Motion by Mr. Share

Seconded by Mr. Williams to recommend approval of the SLUP for 36877 Woodward Ave, Gasow Veterinary Clinic, with the following conditions:

- 1. The applicant apply for a lot combination to consolidate the parcels where the updated veterinary clinic is proposed;**
- 2. The Planning Board approve the use of evergreen landscaping in lieu of a masonry screenwall for parking along the far northeast and far northwest corners of the parking lot screening;**
- 3. The applicant submit an updated photometric plan with the updated parking lot and pedestrian plaza layout;**
- 4. The applicant provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet;**
- 5. The applicant submit updated signage plans satisfying the canopy signage requirements to be approved administratively;**
- 6. The applicant install traffic ingress/egress signage within the parking lot as approved by the Engineering Department;**
- 7. The material on the fence of the southwest corner of the property be administratively approved; and,**
- 8. The applicant comply with the requests of all City Departments.**

Motion carried, 7-0

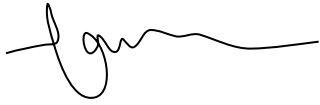
VOICE VOTE

Yeas: Share, Clein, Jeffares, Boyle, Whipple-Boyce, Williams, Koseck

Nays: None

A blue ink signature, likely of Nick Dupuis, consisting of a stylized 'N' and 'D'.

Nick Dupuis
Planning Director

A black ink signature, likely of Laura Eichenhorn, consisting of a stylized 'L' and 'E'.

Laura Eichenhorn
City Transcriptionist

DRAFT



MEMORANDUM

City Clerk's Office

DATE: July 20, 2022

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Quarton Elementary Slow Roll

INTRODUCTION:

Quarton Elementary School has submitted a Special Event application to hold the Slow Roll on October 1, 2022. The event begins at 9:30 am and concludes at 12:30 pm. Set up for the event is scheduled for 1 hour prior. Tear down is scheduled for 1 hour after event.

The event will be located on the Quarton Elementary School property at 771 Chesterfield in Birmingham. It will also utilize city streets and sidewalks on Chesterfield, Pine, Glenhunt and Oak. The inner lane of these streets will be blocked off for this event, traffic will continue on the outer lane of these streets.

BACKGROUND:

Prior to application submission, the various departments 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 October in Birmingham, and do not pose a conflict for this event:

BSD Farmers Market	Lot #6	Sundays
Strides for SOS	Seaholm HS	October 9

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns or objections.

FISCAL IMPACT:

The Finance Director has reviewed the application and has no concerns or objections.

PUBLIC COMMUNICATIONS:

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

SUMMARY:

The City Commission is being asked to approve a special event permit for the Quarton Elementary Slow Roll to be held Saturday, October 1, 2022 from 9:30am to 12:30 pm, with set up one hour prior to event and tear down one hour after event.

ATTACHMENTS:

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

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Quarton Elementary to hold the Slow Roll on October 1, 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, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

JUL - 1 2022

RECEIVED

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

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

Police Department acknowledgement: 

I. EVENT DETAILS

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

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

(Please print clearly or type)

Date of Application 6/24/22

Name of Event Quarton Elementary Slow Roll

Detailed Description of Event (attach additional sheet if necessary) see attached

Location Quarton Elementary

Date(s) of Event September 17, 2022 Hours of Event 9:30-12:30

Date(s) of Set-up ~~9/17/22~~ 10/1/2022 Hours of Set-up 1 hour

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

Date(s) of Tear-down ~~9/17/22~~ 10/1/2022 Hours of Tear-down 1 hour

Organization Sponsoring Event Quarton Elementary School

Organization Address 771 Chesterfield ave. Birmingham, MI

Organization Phone 248-203-3425 48009

Contact Person Jill Ghiardi-Coignet

Contact Phone 248-203-3425

Contact Email jghiardi-coignet@birmingham.k12.mi.us

* Form completed by Laura Markle - PTA President
248-770-2252 Event Organizer
lmarkle@yahoo.com

II. EVENT INFORMATION

1. Organization Type Public school
(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.) Birmingham Education Fund
will also attend with a table for information and to hand
out water. Bike shops TBD to help kids with tune ups.
3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so** We are
hoping to highlight the benefits of Birmingham Public
Schools by showcasing and building community within
our community.
4. Is the event a fundraiser? YES ☐ NO ☒
List beneficiary _____
List expected income _____ Attach information about the beneficiary.
5. First time event in Birmingham? YES ☒ NO ☐
If no, describe _____
6. Total number of people expected to attend per day 300
7. The event will be held on the following City property: (Please list)
☒ Street(s) Chesterfield, Pine, Glenhurst, Oak
☒ Sidewalk(s) surrounding Quanton Elementary
☐ Park(s) _____

8. Will street closures be required? YES ☒ NO ☒ ^{RK8}
(Police Department acknowledgement prior to submission of application is required) (initial here) RK8

What parking arrangements will be necessary to accommodate attendance?
Describe We are hoping most families will ride to Quanton but those who cannot may use the pickup line or neighboring streets

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 Parent volunteers will run information tables, minimal First Aid if required (band aids) ice packs

10. Will the event require safety personnel (police, fire, paramedics)? YES ☒ NO ☐
(Police Department acknowledgement prior to submission of application is required.) (initial here) RK8

Describe We are hoping to have police and fire presence to encourage community relations

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 ☐

 Live Amplification X Loudspeakers

Recorded Time music will begin 9:30-12:30 * We can start later if needed.
Time music will end 12:30

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 _____
 Size of signs/banners _____
 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?
Food trucks	to be contacted on Quarton Property		
	TBD		

III. EVENT LAYOUT

- Include a map showing the park set up, street closures, and location of each item listed in this section.
 - Include a map and written description of run/walk route and the start/finish area
1. Will the event require the use of any of the following municipal equipment?
(show location of each on map)

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 each includes 1 bag For additional bags, the cost is \$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		\$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?
(show location of each on map) NOTE: Stakes are not allowed.

YES

NO

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

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME Quarton Elementary Slow Roll
EVENT DATE ~~7/17/22~~ 10/1/2022

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.

 6/24/22
Signature Date

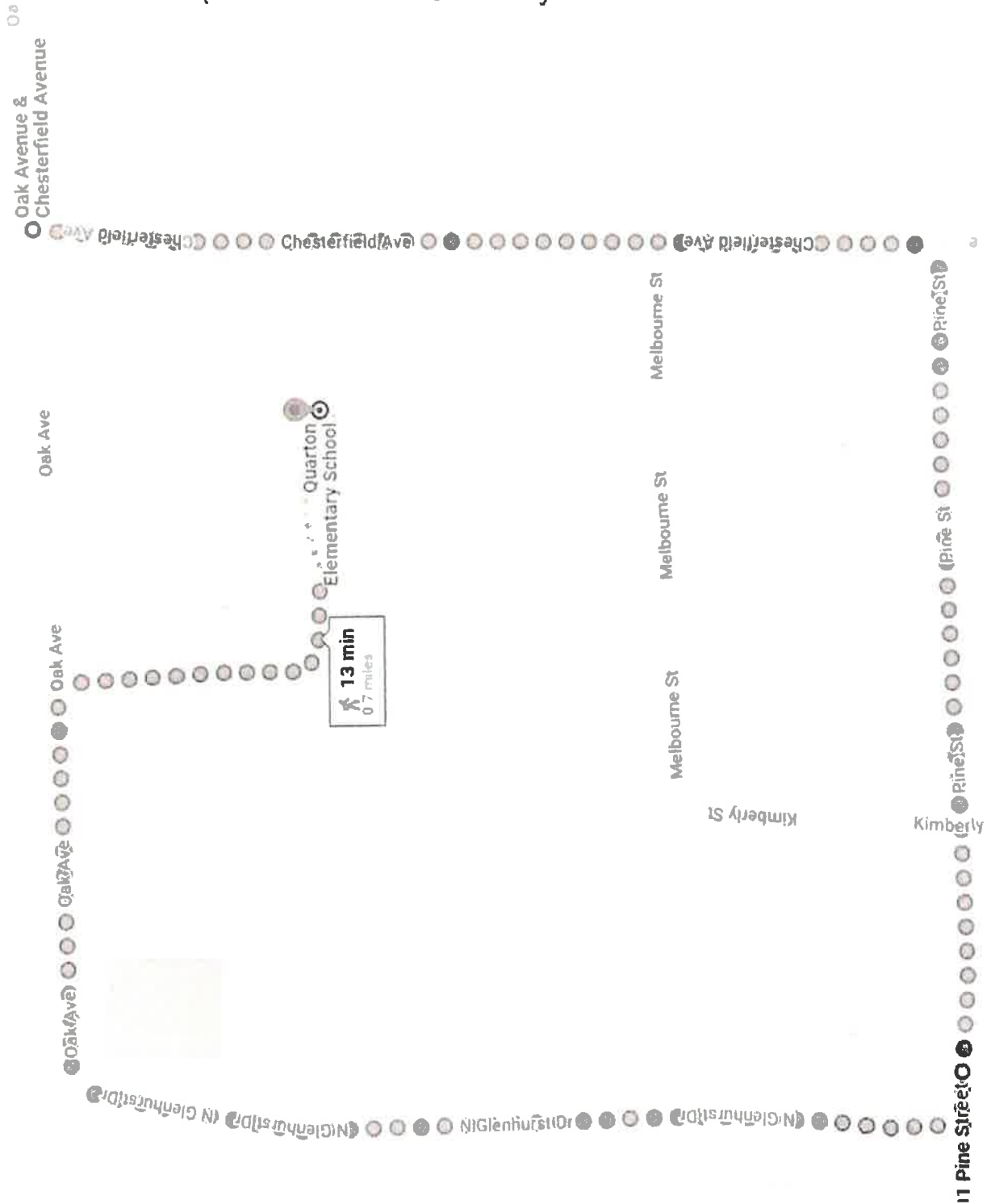
*By providing your e-mail to the City, you agree to receive news and notifications from the City.
If you do not wish to receive these messages, you may unsubscribe at any time.*

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

- 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.

9/17/22

Quarton Slow Roll Projected Route



Quarton Slow Roll

The Quarton PTA would like to host a back to school bike event for our families.

8:30-9:30 Set Up

Parent volunteers will meet to set up an area for bike decoration, tune ups, and tables with information for all the ways to get involved with our school community this year. We hope to connect with parents and encourage them to sign up to volunteer for events and attend as a family strengthening our sense of community.

9:30-10:30 Bicycle safety discussion and Tune-Ups

Bicycle safety discussion led by the Birmingham/Bloomfield Hills Police Department. This is a 10-15 minute discussion that would be repeated 2-3 with various age groups. Also during this time, we would have bicycle tune-ups being performed by on-site representatives from a local bike shop.

10:30 until approximately 11:30 "Slow Roll"

We are asking for a police escort to lead a bicycle/scooter ride ("Slow Roll") through the neighborhood surrounding Quarton Elementary - see the attached map. We thought we could have a squad car in front and behind the Slow Roll accompanied by officers on bicycle riding along with the children. The Slow Roll would be separated into groups based on grade level so as not to have hundreds of kids riding their bikes bicycles so closely together. By splitting into groups, this would allow homeowners that live along the route to exit their driveways when there is a break and street closures would not be necessary.

11:30-12:30 Food Trucks

To finish out the event, we'd like to have local food trucks (TBD) on Quarton property so families can gather to share a meal.

We hope to accomplish a few things with this event:

1. Positive police interaction
2. Community display/presence (going through the neighborhood)
3. Grade unity to roll out as grades
4. Make the new K feel special and also highlight our safeties.

5. Community building: Have a back to school fair with tables set up for different programs at school. While kids are decorating, parents can ask questions.

1. Membership Toolkit
2. Grizzlies
3. Science Olympiad
4. Girls on the Run
5. Open slate positions

SPECIAL EVENT REQUEST NOTIFICATION LETTER

DATE: 7/1/22

To Homeowner:

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: Quarton Elementary Slow Roll

LOCATION: 771 Chesterfield Avenue Birmingham MI 48009

DATE(S) OF EVENT: 10/1/22

HOURS OF EVENT: 3

BRIEF DESCRIPTION OF EVENT/ACTIVITY: The Slow Roll is hosted by the Quarton PTA with intentions to gather as a school community. We plan to have bike companies come to offer tune ups on bikes, a bike safety talk, bike decorating and tables set up to share information with parents about events happening throughout the year at Quarton. At 10:30 we will begin our Slow Roll with Quarton kindergarteners leading the pack by police escort as they bike or scooter the traditional "Fun Run" route. Each grade will then leave the school parking lot in order with the 5th grader pulling up the rear, wearing their safety belts if they choose. We'd like to have Police escort at the front and back with two police officers on bicycles stay with the riders. The event will finish with food trucks on site for families to stay for lunch.

DATE(S) OF SET-UP: 10/1/22

HOURS OF SET-UP: 8:30-9:30

DATE(S) OF TEAR-DOWN: 10/1/22

HOURS OF TEAR-DOWN: 12:30-1:30

DATE OF CITY COMMISSION MEETING: July 25, 2022

The city commission meets in room 205 of the Municipal Building at 151 Martin at 7:30 pm. You may also attend virtually through ZOOM:

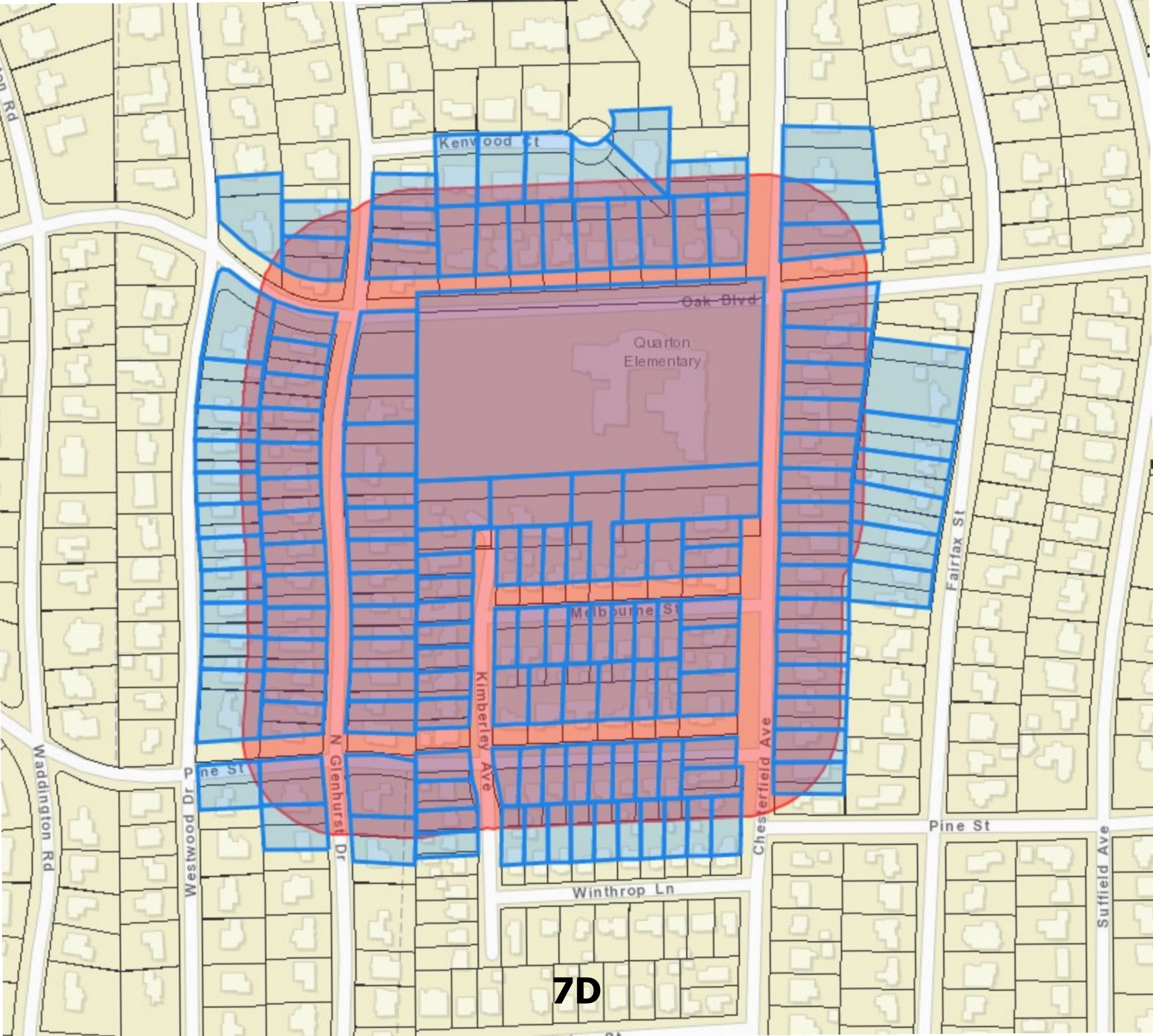
<https://zoom.us.com/j/655079760> Meeting ID: 655 079 760. **A complete copy of the application to hold this special event is available for your review at the City Clerk's Office (248/530-1880).** Log on to www.bhamgov.org/events for a complete list of special events.

EVENT ORGANIZER: Quarton Elementary PTA

ADDRESS: 771 Chesterfield Avenue Birmingham, MI 48009

PHONE: 248-203-3425

FOR QUESTIONS ON DAY OF EVENT, CONTACT: Laura Markle, PTA President 248-770-2252



7D

QUARTON ELEMENTARY



Jill Ghiardi-Coignet, Principal • JGhiardi-Coignet@birmingham.k12.mi.us

Phone: 248.203.3425 • Fax: 248.203.3218 • 771 Chesterfield, Birmingham, MI 48009

July 15, 2022

HOLD-HARMLESS AGREEMENT

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

Sincerely,

Jennifer L. Hansen

Quarton PTA Executive Board



Birmingham
PUBLIC
SCHOOLS

"Ensure Learning for All"

7D

DEPARTMENT APPROVALS

EVENT NAME:Quarton Elem. Slow Roll

LICENSE NUMBER # 22-00011910

COMMISSION HEARING DATE: 7/25/2022

DATE OF EVENT: 10/1/2022

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	ND	Temp. Use Permit will be required, only for the food truck portion of the event.	Temp. Use Permit	\$100	
BUILDING 101-000.000.634.0005 248.530.1850	MJM	No Building Department involvement	Tents over 400 sqft.	\$0	
FIRE 101-000.000-634.0004 248.530.1900	JDP	Fire Department will set up 1 table with 2 personnel. Food trucks require permission from Commission. Food trucks to be in compliance with Fire Code and inspection of food trucks to be performed prior to event.		\$0	
POLICE 101-000.000.634.0003 248.530.1870	RK	Personnel & Equipment—2 officers, 2 police cars, barricades for street closures. **Must have at least 10 volunteers along route and inside barricades. 2 adult volunteers will ride with each group. SRO and PIO will also be present for PR and man major intersections for traffic control.		\$426.72	

PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Barricade delivery		\$450	
ENGINEERING 101-000.000.634.0002 248.530.1839	SDZ	Nature of program causes obstruction at takeoff location, possibly throughout the course of the event.	Obstruction Permit for route	\$65	
SP+ PARKING	AF	No concerns			
INSURANCE 248.530.1807		Evidence of required insurance must be on file with the Clerk's Office no later than Sept 16. Need to submit CoI, Hold Harmless Agreement			
CLERK 101-000.000-614.0000 248.530.1803		Notification letters to be mailed by applicant no later than 2 weeks before Commission Meeting. Notification addresses on file in the Clerk's Office.	Applications for vendors must be submitted no later than 2 weeks prior	200 for application. Vendor permit fees apply.	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____



MEMORANDUM

City Clerk's Office

DATE: July 20, 2022

TO: Thomas M. Markus, City Manager

FROM: Alexandria Bingham, City Clerk

SUBJECT: Special Event Application: Baldwin Society "An Autumn Affair of Dignity and Hope"

INTRODUCTION:

The Baldwin Society Supporting Older Adults has submitted a Special Event application to hold the event "An Autumn Affair of Dignity and Hope" on Thursday September 22, 2022. Set up for the event is scheduled for September 21, 2022. The event begins at 4pm and concludes at 7pm. Tear down is scheduled for Friday September 23, 2022.

The event will be located on the Baldwin House property at 200 Chester in Birmingham. The hayride will utilize metered parking spaces for loading and unloading, then operate on Chester, Townsend, Henrietta and S. Bates streets. These streets will not be closed to traffic. The horse-drawn hayride will operate concurrent with normal traffic and follow all traffic laws. The Baldwin Society will provide a vehicle using hazard lights to follow the hayride as an additional safety measure.

BACKGROUND:

Prior to application submission, the various departments 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	Lot #6
Common Ground Art Fair	9/17-9/18	Shain Park
Underground Railroad	9/17	Quarton Lake/Cemetery
Commemoration		

LEGAL REVIEW:

The City Attorney has reviewed the application and has no concerns or objections.

FISCAL IMPACT:

The Finance Director has reviewed the application and has no concerns or objections.

PUBLIC COMMUNICATIONS:

The Baldwin Society notified residents and businesses about the details of this event by letter which was mailed at least two weeks prior to the Commission meeting. The addresses that were notified were within 300 feet of the event space. The Clerk's Office received the test mailing in office on July 11, 2022

SUMMARY:

The City Commission is being asked to approve a special event permit for the Baldwin Society "An Autumn Affair of Dignity and Hope" to be held Thursday, September 22, 2022 from 4pm - 7 pm, with set up Wednesday, September 21, 2022 and tear down for Friday, September 23, 2022.

ATTACHMENTS:

1. Special Event application
2. Letter to City from Applicant
3. Notification letter with map of event area distributed to residents/businesses within 300 feet of the event area dated July 5, 2022. Notification addresses are on file in the Clerk's Office.
4. Nonprofit Documents
5. Hold Harmless Agreement
6. Department Approval page with comments and estimated costs

SUGGESTED COMMISSION ACTION:

To make a motion adopting a resolution to approve a special event permit as requested by the Baldwin Society to hold the event "An Autumn Affair of Dignity and Hope" on September 22, 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, or event cancellation that may be deemed necessary by administrative staff, leading up to or at the time of the event.

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

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

Police Department acknowledgement: _____

I. EVENT DETAILS

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

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

JUN 20 2022

(Please print clearly or type)

RECEIVED

4:18P

Date of Application 6-17-22

Name of Event An Autumn Affair of Dignity and Hope

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

Fundraiser for Baldwin Society Supporting
Older Adults

Location 200 Chester Street

Date(s) of Event 9-22-22 Hours of Event 4pm - 7pm

Date(s) of Set-up 9-21-22 Hours of Set-up 24 Hrs

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

Date(s) of Tear-down 9-23-22 Hours of Tear-down AM-PM

Organization Sponsoring Event Baldwin Society Supporting Older Adults

Organization Address 200 Chester St., Birmingham, MI

Organization Phone 248-540-4555

Contact Person Tina Abbate-Marzolf

Contact Phone 248-933-2069

Contact Email tmarzolf@baldwinhouse seniors.com

Kari Gillette 248-885-0709

Kari Gillette 248-885-0709
Kari Gillette 248-885-0709

II. EVENT INFORMATION

1. Organization Type Non Profit 501 (C)(3)
(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.) Multiple Vendor Sponsors - in process
3. ***The city encourages collaboration amongst non-profit organizations to bring the greatest benefit to the community. Please explain your efforts to do so** Baldwin House Senior Living
Baldwin Society Supporting Older Adults
Birmingham Parks and Recreation
4. Is the event a fundraiser? YES ☒ NO ☐
List beneficiary _____
List expected income _____ Attach information about the beneficiary.
5. First time event in Birmingham? YES ☐ NO ☒
If no, describe Same event was held last year on
10/21/21
6. Total number of people expected to attend per day up to 200 people
7. The event will be held on the following City property: (Please list)
☒ Street(s) 200 Chester Street
Please attached Map for Horse + Trailer rides ✓
☒ Sidewalk(s) 200 Chester Street (inside lane closures)
☐ Park(s) _____

8. Will street closures be required? YES ☐ NO ☒

(Police Department acknowledgement prior to submission of application is required) (initial here) [Signature]

What parking arrangements will be necessary to accommodate attendance?

Describe

Will use Chester Street Parking Garage

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

Approximately 50 Volunteers

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

(Police Department acknowledgement prior to submission of application is required.) (initial here) [Signature]

Describe

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. Application will be submitted to MLCARA

12. Will music be provided? YES ☒ NO ☐

☒ Live ☐ Amplification ☐ Loudspeakers

Recorded Time music will begin 4pm

Time music will end 7pm

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

Weather dependent

- inside or outside on Baldwin House patio
(see attached tent layout) patio on Merrill
and Chester)

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

YES ☒ NO ☐

Number of signs/banners 1 or 2

Size of signs/banners 2 x 5

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

14. Will food/beverages/merchandise be sold?

YES ☐ NO ☒

Temporary use
Permit Application
attached

- 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?

III. EVENT LAYOUT

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

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

EQUIPMENT	QUANTITY	COST	NOTES
Picnic Tables		6 for \$500.00	A request for more than six tables will be evaluated based on availability.
Trash Receptacles		\$10.00 each includes 1 bag For additional bags, the cost is \$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		\$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 400 square feet)		
Portable Toilets		
Rides		
Displays		
Vendors		
Temporary Structure (must attach a photo)		
Other (describe)		

See attached description/layout

SIGNATURE OF APPLICANT REQUIRED

EVENT NAME An Autumn Affair of Dignity & Hope
EVENT DATE 9.22.22

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.

J Abbotte Mayall 9.17.22
Signature Date

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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.

Horse and Trailer Rides 9.22.22 4-7 pm

Birmingham Map

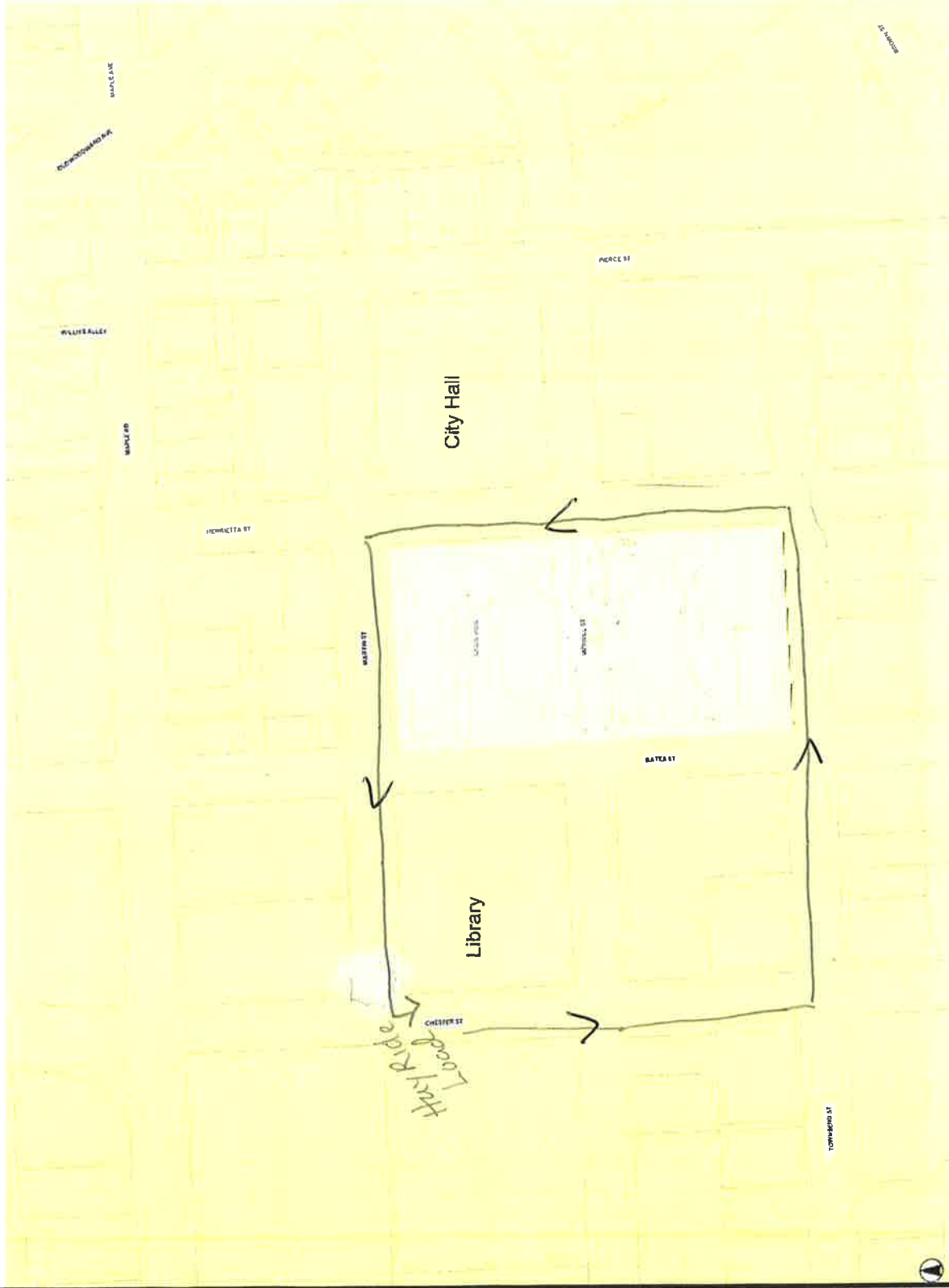
Legend
City Boundary
Lakes and Rivers
Streams
Parcels

N ↑

The hayride route is:

S. on Chester
E. on Townsend
N. on Henrietta
W. on Martin
S. on Chester
to drop off
and reload

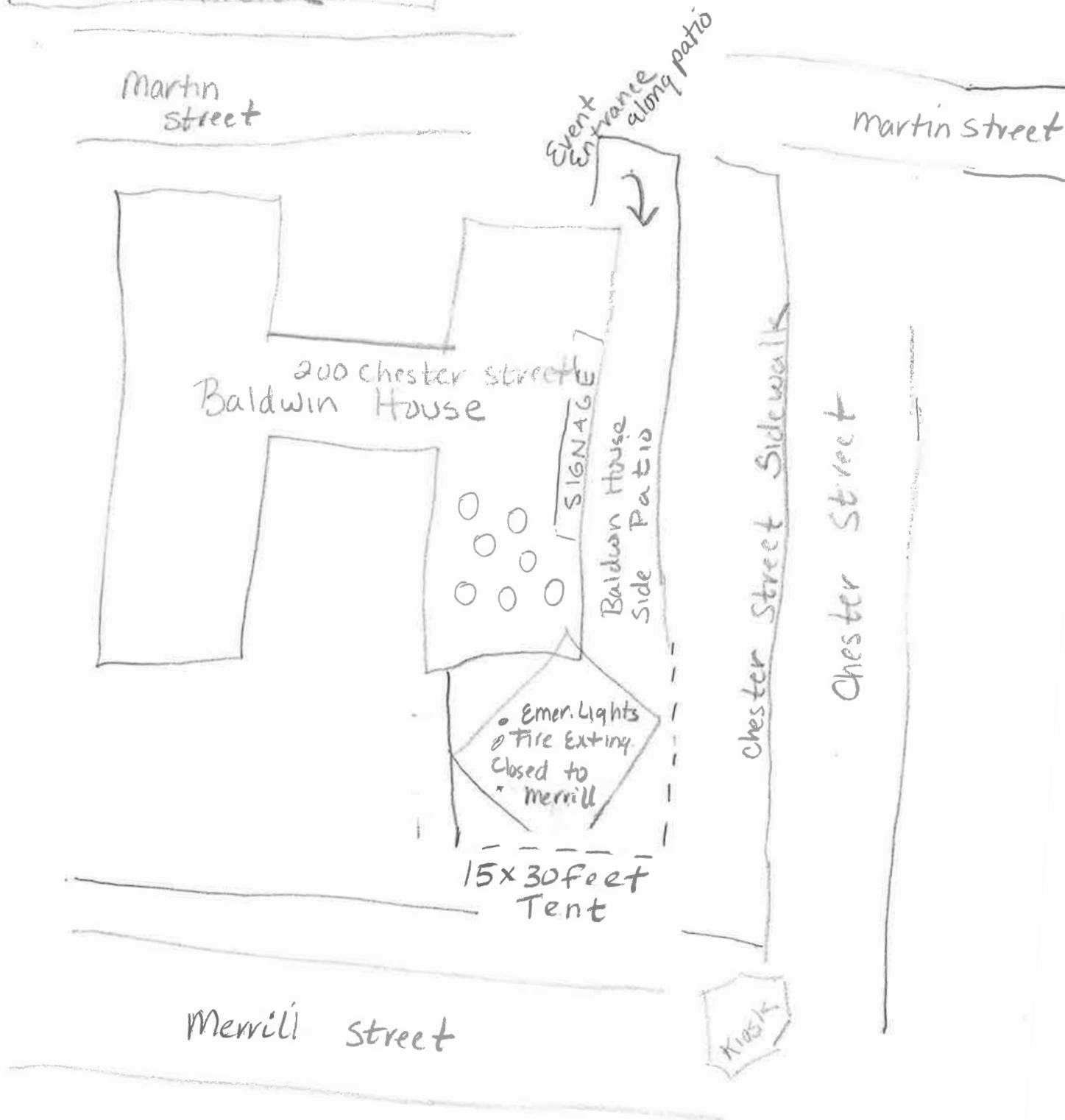
Hayride will operate on road following all traffic laws.



DISCLAIMER

The information provided on this site is for convenience only and is compiled from recorded deeds, plats, tax maps, surveys, and other public records and data. Much of the data was not compiled or created by the City of Birmingham. In the preparation of this report, extensive efforts have been made to offer the most current, correct, and clearly expressed information possible. However, inadvertent errors, inaccuracies, and omissions can occur. Official versions should be used as a primary information source for verification of the information provided on these pages. Users are advised that their use of any of this information is at their own risk. The City of Birmingham, its consultants and data providers, do not assume, and hereby disclaim, legal responsibility for the information contained herein which is provided "as is" with no warranties of any kind whether such errors, inaccuracies or omissions result from negligence, accident or any other cause.

Event Parking
180 Chester Street
Structure



9.22.22 Baldwin Society Event
on Patio



June 2, 2022

Dear City of Birmingham Officials:

I am writing as the owner of Baldwin House Birmingham, located at 200 Chester Street, and the Baldwin Society Supporting Older Adults, which is the philanthropic arm of Baldwin House Seniors Living. Over the last 13 years, our non-profit has raised nearly \$3 million to support seniors with emergency needs today and invest in research for a better tomorrow for all older people.

We are planning a charity event on Thursday, September 22, 4-7 pm., and are pleased to submit the attached Tent and Temporary Use permits, and Special event permit as required.

Temporary use will include the following:

- Placement of a 15 x 30 tent on the South side of the building, on our brick paver patio. No part of the tent will be on City property. While the event is during the day, there will be lights in the tent, powered by an extension cord that will run along the east side of the building.
- To ensure safety in the tent we will have emergency lights (at least 2) and fire extinguishers on each end as required by the fire marshal. We will also have hand sanitizers. Part of the event will be held indoors, in the large dining room. COVID safety protocols (including masking) will be followed.
- To inform the community about the event, we plan to hang a banner on the W facing side of the building (on the Chester Street Side). The banner will meet the size requirements specified by the city.
- We have applied for Special License from the State of Michigan to allow us to serve wine and spirits. We will put protocols in place including limiting access, appropriate signage, and limiting the number of beverages with tickets.
- Attendees will park in the structure located at 180 Chester, and/or in spaces near Baldwin House. The event entrance is outdoors along the Chester Street boardwalk of the building.

We have also included the materials for a Special event permit. On Friday, June 10th we met with Captain Grewe to discuss our permit to hold a hay ride as part of our event. We have hired a private insured vendor to do this, and are pleased to submit the required materials to support this effort.

Three copies of the event site plan are attached for your review.

We greatly appreciate the support and approval to help make our Baldwin Society charity event a great success this year.

If you have any questions about this application, please do not hesitate to reach out to Tina Abbate Marzolf at (248) 933-2069 or me at (248) 980-6336.

Best Regards,

Joe Schwartz

Joe Schwartz
Owner
Baldwin House Birmingham



200 Chester St. Suite 213
Birmingham MI, 48009

METROPLEX MI 480

7 JUL 2022 PM 1



quadiant

FIRST-CLASS MAIL

\$000.53⁰

07/07/2022 ZIP 48301
042M14860650

US POSTAGE

CITY OF BIRMINGHAM
PO BOX 3001
BIRMINGHAM, MI 48012

Clerk's Office
City of Birmingham, MI

JUL 11 2022

RECEIVED

48012-300101





baldwinsociety.org

200 Chester St.
Suite 213 | Birmingham, MI 48009

Board Members

Robert W. Gillette
Chairman and Chief Executive Officer
Baldwin House
Senior Living Communities

Tina Abbate Marzolf
President and Chief Operating Officer
Baldwin House
Senior Living Communities

Karon Bohlender
Treasurer
Barazsu & Cross

Teresa Bailey
Secretary
Kendall Custom Homes LLC

Peter Lichtenberg, Ph.D.
Trustee and Co-Founder
Institute of Gerontology,
Wayne State University

Steve Ebben
Trustee
The Entrepreneur's Source

Thomas B. Jankowski, Ph.D.
Trustee
Institute of Gerontology,
Wayne State University

Karen McDonald
Trustee
Oakland County Prosecutor

Robert Runco
Trustee
Runco Waste Industries, Inc

Joe Schwartz
Trustee and Founder
Baldwin House Senior Living

Patrick M. Simasko
Trustee
Elder Law Attorney

Derek Ashcraft
Board Advisor
Merrill Lynch

July 5th, 2022

Dear Residential Property or Business Owner:

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.

The event is a fund raiser to support our non-profit 501 (c)(3) organization which helps low-income seniors:

An Autumn Affair: Dignity & Hope
September 22, 2022
200 Chester Street
4:00 p.m. to 7:00 p.m.

We plan to set up a tent on our property patio located at 200 Chester Street. Approximately 30-60 minutes before the event begins, the city will need to close one lane of the road to accommodate horse drawn hayrides that will run from 4:00 p.m. to 6:30 p.m. The other lane of on the road will remain open for regular traffic. This event is open to everyone, and we hope local families will purchase tickets to attend and take a hayride. Information on tickets will be available at baldwinsociety.org.

The City Commission meets on:

July 25 2022, 7:30 pm

In Person: City Commission Room, 151 Martin, Birmingham 48009

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

If you have any other questions about this event, please contact me at tmarzolf@baldwinhouseseniors.com or (248) 933-2069.

Thanks for your support and best,

Tina Abbate Marzolf
President, Baldwin Society

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 12 2008**

AMERICAN HOUSE GERONTOLOGY RESEARCH
AND OUTREACH FOUNDATION
40950 WOODWARD AVE STE 306
BLOOMFIELD HILLS, MI 48304

Employer Identification Number:
26-1349443
DLN:
308253021
Contact Person:
ARIEANE H. BARRS ID# 52662
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
October 31, 2007
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

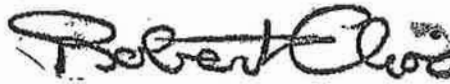
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

AMERICAN HOUSE GERONTOLOGY RESEARCH

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert Choi". The signature is fluid and cursive, with the first name "Robert" and last name "Choi" clearly distinguishable.

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF
INCORPORATION
for

BALDWIN SOCIETY SUPPORTING OLDER ADULTS

ID Number: 800914621

received by electronic transmission on July 09, 2021 ***, is hereby endorsed.***

Filed on July 09, 2021 ***, by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of July, 2021.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



baldwinsociety.org

200 Chester St.
Suite 213 | Birmingham, MI 48009

Board Members

Robert W. Gillette
Chairman and Chief Executive Officer
Baldwin House
Senior Living Communities

Tina Abbate Marzolf
President and Chief Operating Officer
Baldwin House
Senior Living Communities

Karon Bohlender
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The Entrepreneur's Source

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Wayne State University

Karen McDonald
Trustee
Oakland County Prosecutor

Robert Runco
Trustee
Runco Waste Industries, Inc.

Joe Schwartz
Trustee and Founder
Baldwin House Senior Living

Patrick M. Simasko
Trustee
Elder Law Attorney

Derek Ashcraft
Board Advisor
Merrill Lynch

June 16, 2022

Dear City of Birmingham:

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

Tina Abbate Marzolf

Tina Abbate Marzolf
President, Baldwin Society

6.17.22
Date

DEPARTMENT APPROVALS

EVENT NAME: An Autumn Affair of Dignity and Hope

LICENSE NUMBER # 22-00011904

COMMISSION HEARING DATE: July 25

DATE OF EVENT: 9/22/22

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	ND	Applicant included Temp. Use Permit in documents, must follow through with the application in Planning	Temp. Use Permit	\$100	
BUILDING 101-000.000.634.0005 248.530.1850	MJM	Tents may be inspected during normal business hours.	Tents over 400 sqft. Require permits. Permit fees applicable.	\$0	
FIRE 101-000.000-634.0004 248.530.1900	JDP	Follow all current MDHHS COVID 19 guidelines. Do not block streets or fire hydrants Tents require flame retardant certificates to be submitted to AHJ for record keeping and review Tent inspection required Provide 5 lb. fire extinguisher and exit sign and lighting (if sides installed) in tent	Tent permit with CDD	\$0	
POLICE 101-000.000.634.0003 248.530.1870	SG	Must purchase meter bags for 3 spaces for drop off/pick up location of hayride. Must have vehicle following hayride with flashers on. Meter bags will be		\$0	

		purchased at the PD prior to event. On duty personnel will provide extra patrol.			
PUBLIC SERVICES 101-000.000-634.0002 248.530.1642	CL	Costs include: barricade placement and removal and clean-up costs.		\$800	
ENGINEERING 101-000.000.634.0002 248.530.1839	SDZ	Proposed route has a loading zone that may require space on street or in a parking spot. If loading zone is on private property no permit is required, if in City ROW permit will be required (not clear on map provided with permit)	Obstruction Permit	\$65	
SP+ PARKING	AF	Have notified SP+ to ensure the garage is staffed appropriately			
INSURANCE 248.530.1807	CW	Need to submit valid COI. Evidence of required insurance must be on file with the Clerk's Office no later than 2 weeks prior to event	None	\$0	\$0
CLERK 101-000.000-614.0000 248.530.1803	CW	Notification letters were mailed no later than July 11. Notification addresses on file in the Clerk's Office.	Application - Completed	\$200	
				TOTAL DEPOSIT REQUIRED	ACTUAL COST

FOR CLERK'S OFFICE USE

Deposit paid _____

Actual Cost _____

Due/Refund_____

Rev. 7/15/22

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CITY OF BIRMINGHAM

BOARD OF ETHICS

ADVISORY OPINION 2022-02

QUESTIONS PRESENTED¹

Do the actions of an architect, who is also a member of the Birmingham Planning Board, in promoting his client's building project to the City's Planning Department violate the Birmingham Ethics Ordinance, because of either:

1. The nature and tone of the verbal statements to Planning Department staff made in support of that project; or
2. The mention—and quoting—to Planning Department staff the opinions of two other Planning Board members who are civil engineers on an engineering matter pertaining to the project?

STATEMENT OF FACTS

Bert Koseck is an architect and a member of the Planning Board. He was hired by a Birmingham business to provide architectural services in connection with modifications that business hoped to make to its building. The modifications required one or more City approvals. It is unclear if the modifications required Planning Board approval. Mr. Koseck did not think so.

There were several discussions between Mr. Koseck and City staff about what, if anything, could be built over an easement on the site and what kind of site plan review is required. The issues were not resolved in a time frame satisfactory to Mr. Koseck. He became frustrated by the length of time it was taking to resolve the matters and with the substance of the responses he was getting from the Engineering Department and from the Planning Department. According to the Request, which Mr. Koseck did not dispute, he made "continued efforts.....to push the staff, with almost daily or every other day emails.....attempting to bypass the need for Planning Board review." He was angry, raised his voice, used profanity and named—and quoted—two Planning Board members who are civil engineers in support of his position. In none of these interactions did Mr. Koseck identify himself or the two engineers as Planning Board members, though the City staff was well aware of each of their affiliation with the Planning Board.

Mr. Koseck told the Ethics Board that he did not intend to use his Planning Board membership to get special treatment. The Request states that "Many of the staff members felt as though they were

¹ The Ethics Board is acting in Response to a Request for Advisory Opinion. Advisory Opinions often deal with questions about how City Officials should act in the future based on an assumed statement of facts. Advisory Opinions differ from Complaints, where we are asked to judge whether past conduct violates the Ethics Ordinance. Compare Chapters 2 and 3 of the Board of Ethics Procedural Rules. We have also issued Advisory Opinions concerning past conduct where it is useful to provide City Officials with guidance in situations which might occur in the future. Advisory Opinion 2004-01. This Advisory Opinion serves that purpose.

being pressured to change their opinions for Mr. Koseck because he is on the Planning Board.” The two engineers, Scott Clein and Jason Emerine, each wrote a letter to the Ethics Board in which they described their conversations with Mr. Koseck. Both stated that Mr. Koseck asked them technical, engineering questions and they did not feel pressured by Mr. Koseck. Mr. Clein stated that Mr. Koseck “did not ask for nor imply in any way that he wanted my assistance with any approval.” Mr. Emerine wrote that it did not appear to him that Mr. Koseck “was asking for my support of the project, attempting to influence my decision-making process or gain a ‘favorable decision’.”

The Request for Advisory Opinion asks for guidance on whether the facts submitted to the Board show the use of a public position for private gain, either in the way in which Mr. Koseck behaved to the City staff or by his consulting two Planning Board members before a public hearing. These are important questions. The Ethics Board believes this Advisory Opinion can help clarify the rights and duties of appointed board members when they seek something from the City in their private capacity.²

ANALYSIS

The Ethics Ordinance recognizes that volunteer board members are different from full or part time paid employees. Section 2-324(a)(6) has a general prohibition applicable to all city officials and city employees against the acceptance of employment where it is “incompatible or in conflict with the discharge of his or her official duties”, but goes on to say that Commissioners or board members may engage in private employment on their own time “where city business is not involved, subject to” disclosure and refraining from participating in that matter.

Section 2-324(a)(9) recognizes that Board members may participate in decisions even though their financial or personal interests may be directly or indirectly affected if it is in furtherance of the public good, in compliance with the duties on their board and is not an effort to gain some benefit not available to the general public.

Section 2-324(b) sets out the process for disclosure of conflicts of interest and requires a board member to refrain from voting or discussing a matter in which they have a direct or indirect financial or personal interest.

Putting all these provisions together and applying them to the facts presented to us, we conclude that a board member may accept private employment on behalf of someone with business before the City except in three cases: where board member or the board member’s client is selling goods or services to the City (the “city business” referred to in the exception of Section 2-324(a)(6)); where the board member has a fiduciary duty to both the client and the City (Advisory Opinion 2015-05); or where the employment would “tend to impair his or her independence of judgment or action in the performance of his or her official duties” Section 2-324(a)(6). If the employment is permitted, the

² We have not been asked to and do not directly address any issue relating to conflicts of interest. Our Advisory Opinion 2018-02 contains a thorough analysis of apparent, potential and actual conflicts of interest. That Advisory Opinion is especially relevant to appointed board members. We recommend that all board members contemplating doing any business with the City review Advisory Opinion 2018-02 and, for those contemplating doing business with the city on behalf of someone with whom they have a fiduciary relationship, that they read Advisory Opinions 2003-03 and 2015-05.

conduct of the board member is private conduct, not official conduct. Where the employment is permitted and a board on which the member sits has to consider it, the board member must disclose the employment on the public record and may participate as a board member if the standards of 2-324(a)(9) are satisfied and there is no conflict of interest as defined in the Ethics Ordinance.³

There is another aspect to the question of whether private employment is prohibited by the Ethics Ordinance. Section 2-324(a)(5) states that no City Official may engage in a business transaction that he may profit from due to his official position. This Section echoes the general prohibition against using public office for private gain in Section 2-320(3). There is no indication why Mr. Koseck was hired. He may have been hired because his client thought his status as a Planning Board member will help get things done quicker or more satisfactorily. Or he may have been hired for his skill, experience, cost or some other reason unrelated to his membership on the Planning Board. It is important for a Board member who is hired to represent a client before the City to be sure he or she is being hired for the right reasons. Promises of success because of one's status as a board member are inconsistent with the Ethics Ordinance.

The Ethics Ordinance seeks to give guidance to public officials for separating their public and private roles. Section 2-320. The Ethics Ordinance seeks to assure public trust in government by fostering independence, impartiality, proper procedures and the use of public resources solely for public purposes. Section 2-321 requires city officials and employees to "observe in their official acts the highest standards of ethical conduct."

We are called upon to consider two aspects of Mr. Koseck's conduct: (1) the manner in which he interacted with the City staff, specifically the intensity with which he spoke to city staff in tone and frequency and (2) whether contact with other board members pertaining to his private employment is permitted. Because this is an Advisory Opinion, we focus on providing guidance as to what the Ethics Ordinance requires rather than adjudicating whether all or any part of Mr. Koseck's conduct violates the Ethics Ordinance.

1. We turn first to the question of whether the Ethics Ordinance limits what a city official can say or how they say it. As noted, Section 2-321 requires city officials to be respectful, honest and fair and to avoid conduct which "may tend to undermine respect" for the official or the city. These are imprecise standards. There is no simple test dividing respectful from disrespectful conduct. We can all agree that there are characteristics of communication that are not acceptable. "Bullying" is defined by the Oxford Languages English Dictionary as: "to seek to harm, intimidate or coerce someone (someone who is perceived to be vulnerable)." If the average person in the position of the staff would have felt intimidated or coerced by the style or substance of Mr. Koseck's speech, that might violate the Ethics Ordinance if it was done in the course of conducting official business on behalf of the City. Simply disagreeing with City Staff is not a violation of the Ethics Ordinance. We have previously concluded that city officials have the right to express disagreement with decisions of the City, Advisory Opinion 2004-02, and the City Commission, Advisory Opinion 2007-02. Advocacy, even vigorous advocacy, is

³ The facts of this Advisory Opinion do not involve a board member attempting to vote on the matter for which he was employed. For a situation where a board member had a direct or indirect personal or financial interest which may not have been a conflict of interest see Advisory Opinion 2009-02, where an employee of one hotel who was a member of the Parking Advisory Committee wanted to participate in a matter before that board that affected a competitor hotel.

permitted. Advocacy becomes an ethics violation when the manner of disagreement crosses the line between vigorous advocacy and bullying⁴. In this case Mr. Koseck was acting in his private capacity. He was not acting on behalf of the City. That does not mean that we condone his behavior. We just conclude, similarly to the conclusion we reached in Advisory Opinion 2007-05, that Section 2-321 does not regulate private conduct. It isn't covered by the Ethics Ordinance.

2. Did Mr. Koseck speaking to Mr. Clein and Mr. Emerine conform with the Ethics Ordinance? Mr. Koseck spoke to Mr. Clein and Mr. Emerine, both of whom are professional engineers, about an engineering question. By design, boards have diverse membership. Different boards require different skills. We do not think there is anything improper about one board member asking another about a question within their specialized knowledge. Mr. Koseck believed that this matter would not come before the Planning Board. That belief was incorrect which could have given rise to a conflict of interest amongst himself and Messrs Clein and Emerine. There is no indication that Mr. Clein and Mr. Emerine would not have disclosed the discussion and possibly recused themselves if it did come before the Planning Board. Based on the letters of Mr. Clein and Mr. Emerine, there is no indication that Mr. Koseck lobbied Mr. Clein or Mr. Emerine to take or not take any action should the matter come before the Planning Board. The Request for Advisory Opinion characterizes the conversation as a behind-the-scenes effort to support Mr. Koseck's case, but there is no indication that Mr. Koseck intended to make a behind the scenes deal to get more favorable treatment than would be available to a member of the public, which would have violated Section 2-324(a)(8). Mr. Clein and Mr. Emerine have told us that the conversations were not improper in any way. Just asking a fellow board member for their opinion on a question that is involved in a matter before a City department does not amount to using public employment for private gain, giving or accepting preferential treatment or giving up independence. Sections 2-323(1) and (3). Nor does it violate 2-324(a)(5) unless confidential information is sought or given—not the case here since Mr. Koseck asked for an opinion about engineering matters generally. Mr. Emerine and Mr. Clein weren't asked to give special treatment to Mr. Koseck or his client and they certainly didn't agree to give special consideration to him or his client. Nor does 2-324(b)(2) prohibit any discussion with fellow board members provided that the discussion does not violate the Open Meetings Act. That section requires disclosure of conflicts of interest "on the appropriate record of the city prior to any discussion, voting, or action thereon....."

Board members should be careful not to make commitments to other board members about matters before a city department that might come before their board. Such commitments might compromise a board member's independence or impartiality or constitute partiality, all in violation of Section 2-323.

CONCLUSION

There are obvious and not-so-obvious ethical risks in a Board member representing somebody in seeking an approval from the City. The possibility exists that it could involve using the Board member's status for private gain in violation of 2-323(1) or giving or accepting preferential treatment in violation of 2-323(3) and 2-324(a)(8). The possibility exists that there could be issues with confidential information or with a Board member representing his opinion to be that of the Board's, in violation of the Section 3-

⁴ We have not considered in this matter whether forms of speech or behavior could violate the Ethics Ordinance. This Advisory Opinion should not be understood to say that bullying is the only form of speech or behavior that violates the Ethics Ordinance.

324(a)(2). There are disclosure issues that can arise. Equally important, Board members should be aware that the appearance of an ethical violation can harm the public's confidence in government even if there is no ethics violation in fact.

Board members who choose to take on private work that involves the City must be constantly vigilant to conduct themselves ethically every step of the way. The Board of Ethics appreciates the opportunity to consider these important issues.

12th
Approved by the Ethics Board this ____ day of July, 2022.



Sophie Fierro-Share



James Robb



John J. Schrot, Jr.



CITY MANAGER'S REPORT

July 2022

Baldwin Public Library

Library Board Update

The Library Board met on July 18 for a regular meeting. The Library Board voted to approve employee raises and an updated pay and benefits schedule for FY2022-23. All staff will be receiving a 5% increase for the year. The Library does not offer separate COLA and merit-based increases. Baldwin will be updating its logo this year. At the meeting, the Library Board discussed the design direction for the new logo. The new Library logo will complement the new City logo.

Building Committee

The Building Committee met with Merritt Cieslak Design on July 14 to complete a 50% design development drawing review. The Library Board and City will be issuing an RFP for a Construction Manager for the Phase 3 project. The RFP will be presented to the City Commission at the August 15 meeting.

Access Services Department

We have combined two departments, Technical Services and Circulation Services, into one department called Access Services. This change will help to cross-train employees and will better utilize employee time throughout the year. Kristen Tait has been promoted to Head of Access Services. Brandon Bolek-Toubeaux has been promoted to Assistant Department Head. And Cameron Crawford has been promoted to Page Supervisor.

Behind the Scenes Tour

If you'd like to learn even more about the library, join Library Director Rebekah Craft for a Behind the Scenes Tour. You'll visit staff areas, learn how items are added to the collection, and hear about new programs and services. The next tour will meet in the Library's vestibule on Thursday, August 11 at 10:00 a.m.

Birmingham Shopping District (BSD)

Executive Director Recruitment Process

We received a total of 33 applications for the position, 15 of which met the qualifications requested. We are currently in the process of booking interviews with the top five candidates for the first week of August. As the BSD directed, the chairpersons of each of the BSD committees have been invited to attend the interviews. Interviews will be conducted by a panel of BSD members, Human Resources staff, and the City Manager's Office. Assistant City Manager Jana Ecker will continue to serve as Interim Executive Director of the Birmingham Shopping District until a permanent Executive Director is hired. During

summer vacation season, Assistant to the City Manager Melissa Fairbairn will act as Interim Executive Director if Ms. Ecker is out of the office.

Day on the Town

The annual Day on the Town event will be held this year on July 30, 2022, from 9:00 a.m. – 6 p.m. Join us for the biggest retail event of the year and browse unique and discounted high-end merchandise in stores and on the streets and sidewalks throughout downtown Birmingham.

Birmingham Farmers Market

The Birmingham Farmers Market kicked-off its 20th season on Sunday, May 1 in Public Parking Lot 6. The market will be open every Sunday from 9 a.m. – 2 p.m. through the end of October.

On August 7, 2022, the Birmingham Farmers Market will officially celebrate their 20th anniversary starting with a ceremony at 10:00 a.m. with guest speakers and activities all day, in addition to the wonderful offerings of our local market vendors. The Farmers Market will host special activities for the kids, and food trucks will be on hand all day, along with live musical entertainment and a petting zoo.

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 June, we processed 538 online permit applications, totaling 2,409 applications so far in 2022.

Project Updates

- Restoration Hardware received their permit for the installation of the building foundations and construction has already begun.
- The building permit for the new All Seasons 2 building located at 219 Elm Street has been issued.
- A building permit application and construction plans have been submitted for the foundations at 770 S. Adams for the new Adams/Haynes multi-story mixed use development.

Project Submissions

The Building Department is seeing a steady increase in project submissions this calendar year. Impervious surface permits such as driveways, patios, walkways and other flatwork are up 60%, residential building permits have seen an increase of 5%, and commercial building permits are up 50%. Overall, building permits have seen a rise of 14% and trade permits 37% over this time last year.

City Clerk's Office

2022 August State Primary

Voter registration options

There's still time to register to vote in Birmingham in the August 2 primary election. Voters must register in person at the city clerk's office and be:

- A Michigan and Birmingham resident for at least 30 days before the election
- A U.S. citizen
- At least 18 years old on election day
- Not currently serving a jail or prison sentence

Please bring a non-expired government ID – a driver’s license, Michigan ID card, a passport or an official student ID. If your ID doesn’t include your current Birmingham address, please also bring an official document that lists your name and Birmingham address – a paystub, utility bill, bank statement, a lease or a government document. Learn more about these requirements [here](#).

After August 2, residents can again register to vote online at mi.gov/vote or www.expressSOS.com, by mail or at any Secretary of State Branch Office until the end of the day on October 24 (15 days before the November 8 general election). Voter registration applications are available online at bhamgov.org/voting or in the clerk’s office.

Clerk’s office open Saturday, July 30

The City Clerk's Office is open Monday - Friday, 8:00 a.m. - 5:00 p.m., and the Saturday immediately preceding the August election (Saturday, July 30, 2022) 8:00 a.m. - 4:00 p.m. to register voters and issue absent voter ballots.

August 2022 absentee voting schedule:

Absentee ballots can be requested online at mi.gov/vote, or with a signed application returned to the clerk’s office via email to elections@bhamgov.org, in person, via a City Hall drop box, or by mail. Key dates include:

- July 29 at 5 p.m. - Deadline for voter requests to obtain absentee ballots by first-class mail. Ballot applications received after 5 p.m. must be picked up by the voter at the clerk’s office.
- August 1 at 4 p.m. - Last day to pick up an absentee ballot in person.
- August 2 at 8 p.m. – All absentee ballots must be received by the clerk’s office, regardless of postmarked date.

Sample ballots

A sample ballot can be viewed at www.mi.gov/vote. Voters must confine their votes to a single political party in this primary election; “ticket-splitting” or choosing candidates from both parties will result in a rejected primary ballot. Birmingham races on the August 2022 primary ballot include:

State of Michigan:

- Governor
- State Senator, District 8
- Representative in Congress, District 11
- Representative in State Legislature, Districts 5, 19, and 56

Oakland County:

- County Commissioner, Districts 1 and 19

City of Birmingham:

- Precinct Delegates to County Conventions of the Democratic and Republican Parties

Absentee Voter Data & Processes

August State Primary - Absentee Ballot Stats			
	Total AV Ballots Sent	Total AV Ballots Returned	% Returned

August 7, 2018 - Final	2063	1935	93.8%
August 4, 2020 - Final	7147	5383	75.32%
August 2, 2022 - *As of 7/15/22	4394	1002	22.8%

The 2018 passage of proposal 18-3 allowing no-reason absent voting combined with the 2020 pandemic fueled a significant increase in absentee voting activity. The chart above documents the growth, which corresponds to an increased burden on the clerk's office. Because of this we remind voters to be proactive about their absentee ballot:

- Make sure to carefully and correctly fill out your absentee ballot application and include contact information
- Take your time to read all the instructions and understand your ballot
- If you make a mistake, contact the clerk's office. We can spoil that ballot and issue a new ballot.
- Track your absentee ballot on mi.gov/vote to see:
 - Date your application was received
 - Date your ballot was sent
 - Date your ballot was received
- Turn your ballot in at your earliest convenience. From start to finish, it takes time to process an absentee ballot. Every ballot returned:
 - Is sorted by precinct and ballot number
 - Is checked:
 - We ensure the envelope is sealed and that the envelope/ballot does not appear to have been damaged in transit
 - If a ballot returned to us appears to be damaged or not properly sealed in the envelope, we contact the voter to correct the issue as soon as possible.
 - We verify signatures
 - If a voter forgets to sign or the signature does not match, we take the time to contact the voter to correct the error as soon as possible.
 - Is marked as received and filed
 - Ballots are filed and secured. On Election Day the envelopes are opened and the ballots are counted by the Absentee Ballot Counting Board.

Board and Commission Appointments

The following City of Birmingham boards and committees have vacant positions or members with terms expiring soon. Applications are due before noon the Wednesday prior to the commission interview/appointment date:

Board	Openings	Application Due by Noon	Interview/ Appointment at City Commission meeting 7:30 pm
Greenwood Cemetery Advisory Board	2 Regular Members	7/20/2022	7/25/2022
Advisory Parking Committee	3 Regular Members	8/24/2022	8/29/2022
Design Review Board	2 Regular, 2 Alternate Members	9/14/2022	9/19/2022
Historic District Commission	2 Regular, 2 Alternate Members	9/14/2022	9/19/2022
Birmingham Area Cable Board	1 Alternate Member	Until Filled	
Board of Building Trades Appeals	3 Regular Members	Until Filled	
Board of Zoning Appeals	1 Alternate Member	Until Filled	
Brownfield Redevelopment Authority	2 Regular Members	Until Filled	
Public Arts Board	1 Alternate Member	Until Filled	
Storm Water Utility Appeals Board	1 Regular, 2 Alternate Members	Until Filled	
Triangle District Corridor Improvement Authority	2 Regular Members	Until Filled	
Hearing Officer	1 Regular Member	Until Filled	

Cemetery

At the July 1, 2022 meeting of the Greenwood Cemetery Advisory Board, the board discussed items to be included into the 2021-2022 Annual Report.

Next Meeting: September 2, 2022

City Manager's Office

Communications

Around Town e-Newsletter

The communications team is working on the August edition of the Around Town e-Newsletter, which will include a video introducing our new City Engineer, a video about the fire engine donated by Bill Olsen earlier this year, election news, Parks and Recreation bond project updates, the Birmingham Cruise Event and more. [Follow this link](#) to view the July edition of the Around Town e-Newsletter.

Skyway Interactive Virtual Tour

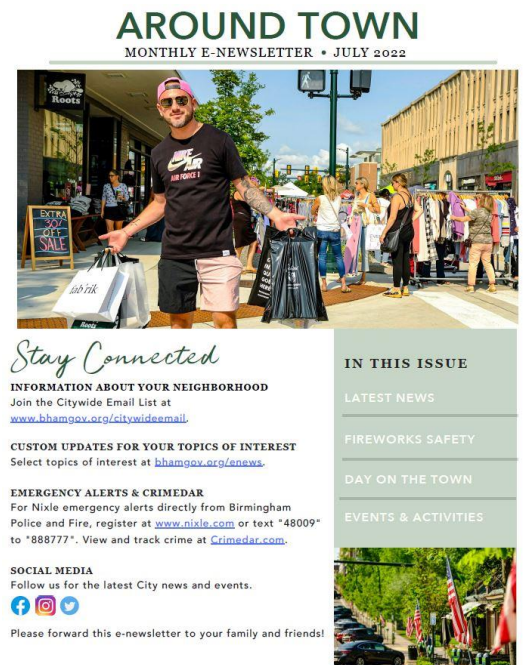
The communications team is working on the Skyway Interactive virtual tour of Birmingham. The Skyway tour will use 360-degree images, drone footage, videos, and graphics to create a fully immersive experience. This interactive virtual tour will be embedded on the City's website and serve as a resource to attract those who are considering relocating to Birmingham, opening a business, visiting the city, or holding a special event in Birmingham. A link to the tour can also be shared via social media and emailed to potential visitors, residents, patrons, businesses, etc.

Engage Birmingham



Design Selected for Party Room Mural at the Ice Arena

The city received entries from many talented artists for the Ice Arena Party Room Mural Contest. The votes are in and the winning design (shown below) was submitted by 15-year-old Maddie Gold. Maddie is a member of the Figure Skating Club of Birmingham and has been skating at the Birmingham Ice Arena since she was three years old. Congratulations, Maddie!



Human Resources

The Human Resources department has scheduled interviews for the BSD Director vacancy for the first week of August. Interviews for the Plumbing Inspector position did not yield a qualified candidate, so the external recruitment has been renewed. Destinee Watson has been hired as a part-time Dispatcher in the Police Department, and Valerie Pitts has been hired as a Clerical Assistant in the Treasury Department. Senior Clerk/Cashier interviews are anticipated to take place next week. On July 1st, longtime City IT Manager, Eric Brunk, was converted from a contractor to a direct employee of the City of Birmingham, returning the IT Department to an in-house department. A recent recruitment for Streets/Sewer/Water Operator returned no qualified candidates, and an external posting has been reopened. A vacancy has also opened back up for Streets/Sewer/Water Assistant Foreman, and recruitment efforts have begun to backfill a replacement.

Staff & Vacancy Update

Department	FT & PT Staff Count	Current Vacancies/Hiring	Department Vacancies Filled Since 2020	Notes
Birmingham Shopping District	5	BSD Director	7	Director interviews first week of August
Clerk's Office	5	-	6	
Building	17	Plumbing Inspector	1	Hiring transitional Plumbing Inspector.
Engineering	8	-	7	M. Coatta started 7/11
Finance / Treasury	14	Sr. Clerk Cashier	6	M. Webb promoted to Accounting Administrator on 6/27 V. Pitts hired 6/20/22
Fire	35	-	10	
Information Technology	4	-	3	Eric Brunk converted to direct employee 7/1/22
Maintenance	2	-	1	
Manager's Office / Communications / HR	6	-	6	
Museum	3	-	2	D. Casaceli & J. Koch promoted to elevated roles
Parking System	9		2	Hiring plan in FY 22-23
Planning	7	-	4	
Police	71		13	D. Watson hired on 6/20
Public Services	56	SSW Operator SSW Assistant Foreman	8	P&F Operator hires pending
Golf Seasonal	N/A	Golf Seasonal Labor	48	Hiring ongoing

Commission Items for Future Discussion

Meeting	Topic	Commissioner	Staff Follow Up	Dates Addressed	Status (resolved/ongoing)
6/13/22	479 South Old Woodward (Doraid) PAD	Boutros			Motion failed

6/13/22	Sustainability Board	Schafer (had handout)	Nick Dupuis	On 6/27/22 agenda - direction for staff to draft requirements to establish board, coming back at next available meeting	In progress
5/23/22	Commission Meeting Start Time	Baller	Mary Kucharek	On agenda for 6/27/22 - Mary to draft generic ordinance language and discuss in July. On agenda for 7/11/22 - Commission decided not to proceed	No changes for now
5/9/22	-PAD ordinance/cleanup	Baller, no vote			No vote
5/9/22	-Policy for granting public space ODD/Valet	Baller, no vote			No vote
5/9/22	-Pickleball	Baller, no voter	Lauren Wood	Agenda item 5/23/22	Installed on 6-3-22
4/25/22	Improvements in Information Provision and Methodology	M: Haig, S: Baller			
3/28/22	City Manager Selection Process	M: Host S: Boutros	Managers Office & HR	4/25/22 - direct to formal agenda item 5/9/22 - New Business Item 5/23/22 CM report	Process approved and timetable established.
4/11/22	BBCC - Mental Health Workshop - More time to talk	M: Baller S: Haig	Marianne Gamboa	4/25/22 - clarify commissioners intent 5/9/22 - added time on the agenda to discuss Tom directed staff to add mental health info in city publications	Resolved
1/24/22	Social Districts	M: Schafer S: Boutros	Nick Dupuis/Jana Ecker	2/14/22 - make formal item 3/9/22 - Workshop	No formal action taken by the Commission

				3/14/22 - Informally brought up by host 6/20/22 Commission Plan Board Discussed	
1/10/22	Food Trucks	M: Host S: Schafer	Nick Dupuis/Jana Ecker	1/24/22 - CC req. more info 3/9/22 - Workshop 3/14/22 - Informally brought up by host 6/20/22 Commission Plan Board Discussed 6/27/22 - City Manager Directed to encourage food trucks at all city sponsored events, BSD events, and request the BSD to organize a rotation of food truck events	6/27/22 In progress/ being monitored
1/10/22	Leaf Blowers	M: Baller S: Host	Nick Dupuis	1/24/22 - make formal item	In progress
1/10/22	Commissioner Conduct	No vote	Mary Kucharek	2/14/22 - Workshop 2/28/22 Directed CM to prepare Code of Conduct for future agenda 7/11/22 - Initial presentation to commission by CA	Will be revised and presented again at an upcoming CC meeting

Topics Failed

4/25/22	On Street Parking Study	M: Haig S: Host
4/11/22	Downtown Parking	M: Host S: Haig
3/28/22	Parking Matters	M: Host S: Haig

Topics With No Vote - Resolved

1/10/22	Unimproved Streets	Discussed during the Long Range Planning meeting.
2/28/22	Solidarity with Ukraine	City Manager arranged for exterior lighting at City Hall.

Baldwin House Update

The City Manager's Office has received numerous complaints recently from Baldwin House residents and their family members regarding senior residents being charged and overcharged for parking in the City's Chester Street parking structure. In 1990, the City and Baldwin House entered into an agreement that provided 69 parking spaces free of charge in the Chester structure for the exclusive use of Baldwin House tenants and their guests. Complaints were made that Baldwin House was not only charging residents directly for the use of these City provided parking spaces, but were charging residents almost double (\$90) the rate that members of the public pay (\$50) for monthly parking permits. In addition, complaints were also made indicating that Baldwin House was allowing employees and contract workers to use the parking spaces for free, which is not what the agreement provided for.

Accordingly, Assistant City Manager Ecker and I met with Tina Marzolf from Baldwin House and Jim Nichols, attorney for Baldwin House on July 14, 2022 to discuss the terms of the agreement dated March 26, 1990 in which the City agreed to provide 69 parking spaces free of charge for the exclusive use of Baldwin House tenants and their guests.

The Parking Agreement executed by Baldwin House and the City in 1990 has a 30 year term from the date a Certificate of Occupancy was issued in 1994 (term ends in 2024). The agreement only ends prior to the 30 year term if:

- i) Baldwin House ceases to be a "qualified low income housing project" as defined in section 42(g) of the Internal Revenue Code of 1988 or otherwise does not qualify under the existing state or federal low-income housing program; or
- ii) A certain number of units designated for the elderly within Baldwin House are not occupied or available for occupancy by persons over 55 years of age or older.

The Parking Agreement clearly states that "Commencing with the date that a certificate of occupancy is issued for the occupancy of the housing project known as Baldwin House, the City shall **provide without charge sixty-nine (69) parking spaces in the Chester Street Parking Structure for the exclusive use of Baldwin House tenants and their guests.**"

Further, the Parking Agreement states that the "City wishes to memorialize their agreement relative to the use of parking spaces in the Chester Street Parking Structure by residents of Baldwin House, as well as the **terms under which subsequent owners of the property may continue such use**".

During the meeting on July 14, 2022, Ms. Marzolf and Mr. Nichols confirmed the following:

- Baldwin House is charging some senior residents \$90 per month for the City provided parking spaces in the City's Chester Street parking structure (members of the public purchasing monthly parking permits for Chester from the City are only charged \$50);
- Both low income qualified residents and market rate residents are apparently being charged the same \$90 monthly parking fee for the City spaces;
- Baldwin House has been charging residents for years for these City parking spots;
- Baldwin House did not notify the City that they were charging their residents for the free parking provided by the City;
- Baldwin House did not turn over any of the money for the City parking spaces to the City;
- While charging senior residents for the City provided parking spaces in Chester, Baldwin House provides free parking to both their employees and independent health care providers in the parking spaces set aside by the City for the exclusive use of Baldwin House residents in the Chester parking structure.

At this same meeting, the City stated clearly that our position is that the 69 parking spaces included in the 1990 Parking Agreement were to be provided **free of charge**, for the **exclusive use of Baldwin House tenants and their guests only**, for the duration of the contract term. Mr. Nichols committed to stop charging monthly parking fees to the four low income qualified residents currently paying for the City parking spaces, but did not commit to cease charging all senior residents for the City parking, nor to stop providing free parking in the Chester structure to Baldwin House employees or independent health care providers. Ms. Marzolf and Mr. Nichols argued that they were charging the tenants the parking fee as a way to distribute the free spaces.

Accordingly, the City Attorney has been asked to review the terms of the 1990 Parking Agreement and determine if further legal action is required due to breach of contract by the Baldwin House. In addition, if the City Attorney determines a breach of contract has occurred, the City can seek a court order to force the Baldwin House to reimburse all parking fees charged to all Baldwin House residents from 1990 to date. The City Attorney has been asked to secure historic, numeric and legal answers as to this issue

and I have directed the City Attorney to pursue the necessary legal action to secure compliance with the intent, terms, and conditions of the various agreements related to Baldwin House.

Department of Public Services

Adams Park Development Project

This project is entering its sixth week of excellent progress on the development of Adams Park. This is a 1.46 acre neighborhood park along Adams Road. The project kicked off on June 13, 2022 with some major earth moving! In fact, grading has been taking place over the course of the project to date and will greatly improve the runoff issue. Concrete work is complete, including the central seating area. Hefty boulders are placed around the play area. Track and field items are shaping up, and the basketball court surface is in place too. A beautiful stately disease resistant Elm tree has been installed in the central seating area. For more information, and construction progress photos, visit <https://engage.bhamgov.org/adams-park>.

EV-Mobility and Economic Stimulus Program

We are looking to enter an EV-Mobility and Economic Stimulus Program with AAW Infrastructure Partners in fairly short order. At no cost to the City, this program aims to fund electric vehicles for City use, EV charging stations, and LED lighting. Participants in this program currently include cities of Dearborn, Ferndale, Royal Oak, Westland and Inkster, as well as Henry Ford Health Systems, Henry Ford College, Ford and many other small to midsize businesses. More details to follow at a future City Commission meeting.

Fire Department

Weather Stations

The City recently installed a second weather station on the roof of Birmingham Fire Station 2. The KestrelMet weather station monitors wind, temperature, and rain fall. This device has its own cellular capabilities and updates its app every 15 minutes with all data collected. The weather station will send an alert to the Fire Chief if rainfall reaches potential flooding levels or if wind speeds are significant. Residents can access both Fire Station weather stations on the free Ambient Weather app at <https://apps.apple.com/us/app/ambient-weather/id1426025887>.



COVID-19 Grant Funds

To date, the City has received over \$4 million dollars in COVID-19 related grant funds. In the past two months, the City has received over \$500,000 in FEMA Public Assistance (PA) reimbursement grants for COVID-19 employee expenses and \$1,123,858 from American Rescue Plan Act (ARPA) funds. Additionally, there is \$350,000 in FEMA PA reimbursement grants pending. [Attached is a breakdown](#) of each grant and its status.

Babysitter First Aid and Home Safety Class

On June 29, Police Officer Gina Moody and Firefighter/Paramedic Jessica Rak held a first aid and home

safety class for babysitters. Nine children attended the class in ages ranging from 11 to 15 years old. The objective was to prepare the students for possible emergencies that could occur while babysitting, or while home alone. Firefighter/Paramedic Rak covered first aid which included treating wounds, creating a first aid kit, performing CPR, using an AED and choking emergencies. The students were educated about fire emergencies and the importance of working fire alarms. They were informed about having an escape plan if smoke or smell of smoke is present. Officer Moody covered stranger danger and online dangers from using social media.

All of the students seemed to respond positively to the training material presented. The Police and Fire Department plan on hosting more classes in the future. I would like to thank Officer Moody and Firefighter/Paramedic Rak for starting this new program!

Planning Department

Master Plan 2040

The 2040 Plan consultant team is diligently working on the third and final draft of the 2040 Plan. The third and final draft is expected in the fall. All of the documents related to the 2040 Plan remain available on www.thebirminghamplan.com. You can also watch a recording of past meetings on the City of Birmingham website. As a reminder, you can still submit comments directly to the consultant team through the aforementioned 2040 Plan website, and can also submit comments directly to the Planning Division to be placed in the next available agenda of the Planning Board.

Planning Board

Overall, the Planning Board is keeping very busy with a mixture of site plan reviews and study session items. This year, the Planning Board has already tackled 23 development reviews, which included three Community Impact Studies for buildings over 20,000 sq. ft. in size. In addition, the Planning Division has performed over 75 administrative reviews. A tentative Planning Board schedule is provided below:

1. 35106 Woodward – Whole Dental Wellness – Final Site Plan (FSP) & Design Review (DR) (7/27/22)
2. D4 Parking Waiver Ordinance Request (7/27/22)
3. 320 Martin St. – Birmingham Post Office – FSP & DR (7/27/22)
4. Food Trucks Study (8/10/22)
5. Outdoor Dining Study (8/10/22)
6. Window Standards Study (Public Hearing (PH) 8/10/22)
7. Side Yard A/C Units Study (PH 8/10/22)

The following items have recently been through Planning Board review, and are either in the City Commission review process, or are upcoming:

1. Watkins/Brown – REZONING (SET PH 7/25/22)
2. Watkins/Brown – LOT DIVISION (SET PH 7/25/22)
3. 220 Merrill – 220 Restaurant – Special Land Use Permit (SLUP) Review (7/25/22)
4. 1160 Grant St. – SLUP, FSP & DR (PH 7/25/22)
5. 36877 Woodward – Gasow – SLUP, FSP & DR (PH 7/25/22)
6. Barrier Free Ramps – (PH 7/25/22)
7. 770 S. Adams – LOT COMBO (PH 8/15/22)
8. 460 N. Old Woodward – Wilders – SLUP, FSP & DR (SET PH 8/15/22)

Historic Preservation

The Historic District Commission is embarking on the highly anticipated Historic Design Guidelines project with the selected consultant, Kraemer Design Group (KDG). So far, a project kickoff meeting has been completed, and the team was given a tour of Birmingham's Central Business, Shain Park, and Bates St. Historic Districts. To begin the project, KDG will perform some public engagement. The first engagement opportunity is planned during the Day on the Town event on July 30, 2022. Meanwhile, the Historic District Commission continues to build a strong media presence to educate Birmingham residents, highlight preservation efforts in the City, and encourage historic designation.

Public Art

The Public Arts Board recently reviewed a new sculpture donation titled "Khyber" by Tom Fitzgerald. The sculpture refers to the Khyber Pass, a historic Silk Road pass connecting central and southern Asia on the border of Pakistan and Afghanistan. The Public Arts Board recommended to accept the donation and have the sculpture located along Fairway Trail near the intersection of Fairway Drive. The proposed sculpture location will be reviewed by the Parks and Recreation Board in August before the final review goes to City Commission.

Multi-Modal Transportation Board

The Multi-Modal Transportation Board (MMTB) will be reviewing potential road designs for Brown Street between Old Woodward and Woodward as eastbound Brown Street has been approved to be reduced from two lanes down to one lane. The Multi-Modal Transportation Board has also begun making updates to the Multi-Modal Transportation Plan. The Plan is nearly 10 years old now and a number of items have been implemented. New trends in multi-modal transportation planning have also emerged in the past decade which the MMTB would like to incorporate into the plan.

Other Planning Projects

Aside from the busy slate of projects at our boards/commissions/committees, the Planning Division is also working steadily on several other projects including the following:

- Sustainability – The Planning Division has been doing work in this field for several years now, which includes research, training, and finding opportunities to improve the sustainability conditions in Birmingham. Most recently, the Planning Division has been tasked with the development and implementation of a sustainability board to oversee all of the different strategies that the City is currently engaged in, and will continue to be engaged in. The Planning Division hopes to be ready to present a proposal by late August or early September.
- Leaf Blowers – The Planning Division is also diligently working on reviewing and proposing changes to the noise ordinance (or other ordinances) in regards to leaf blowers, as directed by the City Commission and City Manager. The Planning Division is planning to bring research and any changes in late August.
- Bus Shelters – An ongoing project, high quality bus shelters have been a priority of Birmingham's for some time. There are several new shelters that are waiting to be installed, and a few new locations along S. Old Woodward that will be going in this fall. Staff has been working with SMART and Enseicom (bus shelter provider) to get these shelters in place and operating.

Police Department

Welcome, Destinee Watson

The police department would like to welcome our new part time dispatcher, Ms. Destinee Watson, to

the staff. Ms. Watson recently graduated from Wayne State University with a Bachelors Degree in Criminal Justice.

Lt. Kearney "Acting Commander"

Lt. Ryan Kearney will assume the position of "Acting Commander" while Commander Scott Grewe is out of state at the FBI National Academy. Lt. Kearney will assist Chief Clemence in handling all of the responsibilities previously handled by Commander Grewe.

Commander Chris Koch Named CoRe Program Co-Coordinator

Commander Chris Koch of the Investigative Division was named the "Co-Coordinator" of the CoRe Program, our mental health co-responder program with Auburn Hills, Bloomfield Township and Rochester.

Potential CoRe Program Wayne State Analysis

The CoRe program has caught the attention of a number of different communities and academic professionals. The Wayne State University School of Social Work expressed interest in the program and has offered to conduct a data analysis of our program under a state grant they received to analyze the effectiveness/impact of social work/mental health programs. We are working with Wayne State University and the Oakland County Health Network (OCHN) to address legalities and the type of data to be analyzed.

Parking Systems Update

Equipment:

The City submitted an RFP to replace the existing parking equipment at all five garages. The scope of the RFP includes replacing all of the entry/exit kiosks (switching from credit card only to guests pulling a ticket and paying with a credit card on exit), replacing all gate arms, new back-end operating system, and new monthly parking software that will allow the City to manage monthly parking more efficiently and provide a new online platform for parkers to manage their own account. Six bids were received in response to the RFP deadline on June 30th. The bids are being reviewed and a recommendation and decision will be presented to the Commission for approval. The goal will be to replace the existing equipment before the end of the calendar year.

Construction:

Current repairs are nearing completion on the Peabody Parking Structure's lower level columns. Most of the shoring has been removed except in one area from which work should be completed in 2-3 weeks. Masonry work around the column is also near completion.

Construction on the North Old Woodward Parking Structure continues with underside concrete repairs. The traffic coating on the roof of the garage should be complete by the end of the month. Levels 4 and 5 will be reopened once this is complete.

Park Street Parking Structure repairs are almost complete. Painting of the newly replaced/repaired drains is all that needs to be completed. The brick wall at the entrance of Park St. was struck by a vehicle causing damage to the brick. This repair should be completed by the end of the month.

Special Events:

Day on the Town - parking will be free to all patrons at all five garages and meters to help support this event on 7/30/22.

Occupancy:

JUNE	
Chester Garage (880)	32.67%
Old Woodward (745)	50.88%
Park Garage (811)	47.75%
Peabody Garage (437)	82.32%
Pierce Garage (706)	74.92%

Future Agenda Items

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

Future Workshop Items

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

MEMORANDUM

DATE: July 19, 2022

TO: Thomas M. Markus, City Manager, and City Commission

FROM: Mary M. Kucharek

SUBJECT: Downtown Parking District

Recently, Commissioner Baller has requested some further discussion regarding the nonexistence of the Parking Assessment District and how it relates to our zoning and parking requirements. It is true that the Parking Assessment District no longer exists, as opined by attorney Pat McGow and me. Assessment Districts are usually assessed for a period of time and once the assessment period is completed, the district no longer exists. While it is true that several provisions of our zoning code refer to the Parking Assessment District, what's important to note is that when a particular property was originally named on the assessment roll in the Parking Assessment District, they paid into the assessment in order to satisfy their requirement for parking. This was achieved by the City building parking decks and sharing the cost of the deck with properties in the P.A.D. In exchange for payment, the particular property was then relieved of the affirmative duty to provide on-site parking. While there's no longer an assessment being charged to properties in the boundary areas, the fact that those properties are relieved of the onus to provide on-site parking continues to exist because the property already paid for the privilege. Whether or not the City is interested in changing its zoning requirements is a question for the Master Plan, the Planning Board, and the City Commission, but the privilege continues to exist.

Commissioner Baller asked if "A key legal question will be whether the improvements made as a result of the assessments (the decks) are forever reserved for the sole benefit of those who are assessed, or if those decks, now paid for, can be used to benefit others." I disagree with this statement because the decks were never forever reserved for the sole benefit of those who paid for the decks. Those who paid the assessment were relieved of the onus to provide on-site parking, but others including the public and other businesses, were always able to use the decks. There was never an assessment for the sole benefit of any property. Others have always benefited from the decks. Those who paid the assessments and those who did not. Therefore, when I spoke of a parking district last year, I was not referring to establishing a new Assessment District, but rather questioning what we should now call the original P.A.D., as we can no longer call something a name which no longer exists. We could call it a "parking district," we could call it a "downtown district", or the "Old P.A.D." When we discussed Parking Assessment Districts during the workshop, the reference regarding "a parking district" was to suggest that we need to stop using the phrase Parking Assessment District to discuss something that no longer exists and that we need to have new vernacular.

Mary Kucharek

From: Tom Markus <tmarkus@bhamgov.org>
Sent: Wednesday, June 22, 2022 4:08 PM
To: Mary Kucharek
Subject: Fwd: Downtown Parking District

Let's discuss this tomorrow?

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

From: Clinton Baller <clinton@baller4bham.com>
Date: Wed, Jun 22, 2022 at 12:19 PM
Subject: Downtown Parking District
To: Tom Markus <tmarkus@bhamgov.org>

Tom,

Late in our long meeting of May 10 during Items for Future Discussion I raised the need to fix some broken ordinances. Unfortunately, we were all a bit tired. I made no motion, and no official direction was given. Here is my comment:

<https://youtu.be/ORTIQaL6k18?t=14048>

Mary has told us that a "parking assessment district" does not exist. Unfortunately, several provisions of our zoning code refer to a "parking assessment district." Those provisions need to be fixed. Part of the fix may be for the commission to establish and draw the boundaries of a new "parking district," as Mary suggested in one of her slides during a PAD workshop. A key legal question will be whether the improvements made as a result of the assessments (the decks) are forever reserved for the sole benefit of those who were assessed, or if those decks, now paid for, can be used to benefit others. If the latter is true, then the boundaries of a new "parking district" may not need not conform to the old and long-expired assessment districts.

Thanks for your attention to this matter.

Clinton



July 07, 2022

Dear Clerk of Municipality,

Re: DIRECTV, LLC Annual Video Report for U-verse Video Service in Michigan

DIRECTV, LLC ("DIRECTV") submits this Annual Video Report to the Michigan Public Service Commission and franchising entities in the State of Michigan as required by Michigan's Uniform Video Services Local Franchise Act (2006 Public Act 480, as amended or "Video Act").

On or about August 11, 2021, each of the municipalities served by Michigan Bell Telephone Company ("AT&T Michigan") were notified that their Uniform Video Local Franchise Agreement ("Agreement") was transferred to DIRECTV and that AT&T retains a majority economic interest in DIRECTV, with TPG Capital holding a minority economic interest. DIRECTV is a separate, affiliate company and operates independently of AT&T. As required by the transfer process established by the Video Act, each local entity was provided with an Attachment 2 form to their Agreement.

DIRECTV will continue to meet the terms of those Agreements and of the Video Act, as it relates to the continued provision of the U-verse IP-enabled video service. As required under Sec. 9 (1) of the Video Act, DIRECTV does not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides. Existing customers can continue to enjoy the same high-quality U-verse video service without the need for any additional action on their part.

U-verse TV includes:

- Access to live video programming and on-demand and interactive content
- Ability to access more than 242 IPTV National HD channel
- Ability to record up to 4 shows at once with Total Home DVR
- Ability to view programs via a subscriber's smartphone or tablet
- Public, Educational, and Government (PEG) channels for communities who are providing or request to provide PEG programming
- Customer service via call centers
- Online 24/7 customer service and technical support is available at <https://www.att.com/support/topic/u-verse-tv/>

Questions regarding this report can be referred to me.

Sincerely,

Scott J. Alexander
Senior Director – External Affairs
DIRECTV
2260 E. Imperial Hwy.
El Segundo, CA 90245
e-mail: scott.alexander@directv.com
telephone: 214-202-3185

Which Way Do You Want to Go?

Is Your Council Ready to Answer that Question?

By Lewis G. Bender, PhD

BIG RAPIDS
pop. 7,277

FENTON
pop. 12,0

LOWELL
pop. 4,142

LAWTON
pop. 1,850



So, why did you run for city or village council? What makes running for elected office worth the time, effort, and personal risk? Often the response to these personal questions include answers like: "I love this community and I want to help make a difference." Or "We need to address these problems." These personal questions translate very quickly into community-based questions.

Effective strategic planning is designed to bring elected and appointed leaders together to answer these personal/key community questions: Where do we want to go? What will make a difference for our community? What larger issues do we want to address?

There is no "one size fits all" process for addressing these important questions. The strategic planning process for answering these and other important community questions can take on many forms. However, before attempting to create an effective strategic planning process for your community it is imperative that leaders determine if you are **ready** to do strategic planning.

KEY QUESTIONS INCLUDE:

How well do we work as a team? Do we trust each other? Are we playing "gotcha" games?

If you are a team that lacks mutual trust and engages in personal attacks, don't start a strategic planning process. Occasionally municipal leaders will suggest that a strategic planning process will help "bring us together." This can be true of teams that disagree with each other on issues but act from a base of mutual respect and support. It is a mistake to do strategic planning with teams that lack basic person-to-person respect. Councilmembers who engage in personal attacks in-person or on social media will not be able to resist the same behaviors during and after the strategic planning process. In a negatively charged environment, strategic planning and the actual plans can be used by "sides" as weapons against each other.

The City of Lowell's process is a classic example of a council and a newly appointed manager addressing their mutual expectations before proceeding with a strategic planning process. This elected-appointed team has many strong personalities and were very successful in moving the community forward. In many ways, Lowell's success can be attributed to their ability to work as a team.

Do we understand and adhere to our respective roles?

In strategic planning, as well as other decisional processes, elected leaders need to identify where they want to go. Managers and staff need to figure out how to get there. When elected leaders tell the manager and her team how to get there, the specter of "micro-managing" quickly appears. When the manager and staff attempt to tell the elected leader where to go, the ownership of the plan quickly shifts to the staff and not the council-staff team. While it is normal for elected and appointed leaders to consult with each other regarding where and how, it is important that every member of the team embrace their respective roles. Effective strategic planning is a team effort bringing elected and appointed leaders together around shared goals. Differing perspectives are encouraged. Crossing role-job boundaries will undermine, even destroy, a strategic planning effort.

Are we ready to use the strategic plan as a key factor in our ongoing decisions?

A strategic plan is primarily a communications tool. Long ago, we abandoned the notion of long-range planning. Back in the day, councils and staff would discuss, debate, and argue *ad nauseum* over "how many angels danced on the head of a pin." We created large, beautifully detailed documents, and put them on shelves—never to be seen or used again!

**You have decided to go forward.
What are some of the key questions?
Who should be involved in the strategic
planning processes?**

Once a council and manager have decided to go forward with a strategic planning process, the challenge is always: Who should be involved in the process? To requote the Cheshire Cat: "That depends a good deal on where you want to get." If the initial planning group believes that strategic plan outcomes may require a great deal of "buy-in" from many people, then many people should be involved in the process. The range of participants can be from only the council and manager and senior staff to input from community groups to involving the general public. However, if it is assumed that the outcomes will have a minimal impact on many others then the choice may be to only include the main decision-makers. Everyone is very busy, and time is very valuable. The decision to involve many people requires a serious pro-con discussion.

When the leaders of the Village of Lawton grappled with this question it became apparent that the leadership team had to figure out where they wanted to go before involving others. Indeed, they had to figure out the important questions facing the community before attempting to go in any particular direction.

What process should we use?

Again, this depends on where you want to go. If the team is looking for a working document that is basically focused on keeping the elected and appointed leaders on the same page over the next several years, then the process should be simple and straightforward. Oftentimes, the council and manager can identify internal strengths-weaknesses and external opportunities-challenges (SWOC) and goals, objectives, and first year tasks within a four-hour workshop.

If the decision is to involve a larger group, then the group might go with a "sandwich approach." With this approach, the council and manager spend one evening identifying the SWOC, their shared vision, and major three-to-five-year goals. The leadership group then "parks" this discussion and seeks input from other groups (staff, community groups, the public, etc.). The leadership group then reconvenes and reviews the input and moves forward to create the final strategic plan. The City of Fenton used this approach in its second strategic planning effort. In that process we used members of the city council as breakout group facilitators in an evening meeting involving approximately 150 residents.

Prior to submitting the proposed strategic plan to the council for final adoption, the manager and her staff should review and revise the document to ensure that the tasks can be accomplished within the prescribed timeframe. Any process should emphasize do-able goals, objectives, and annual tasks.

SWOC=

**Strengths-Weaknesses & External
Opportunities-Challenges**

Should we use an outside facilitator?

The obvious bias of this author is: yes. However, it is very possible to do strategic planning without an outside facilitator. Perhaps someone in the community could be trusted to lead the effort. In any case, it is important to have someone who can be trusted by all participants and who does not have a bias toward any outcome.

Final thoughts.

In the final analysis effective strategic plans are about shared ownership and commitment. Elected leaders must "own" the goals and direction they have chosen. Managers must be committed to finding ways to accomplish those goals. 

Lewis G. Bender, PhD is a retired professor from Southern Illinois University Edwardsville and has four decades of strategic planning experience. You may contact him at 618.792.6103 or lewbender@aol.com



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“If you are a team that lacks mutual trust and engages in personal attacks, don’t start a strategic planning process.”

Strategic planning recognizes that we don’t have the power to see the future. Opportunities and challenges have ways of suddenly appearing and messing up our best plans. Who could have anticipated COVID-19, the recession of 2009-10, the loss of revenue sharing, etc.? Flexibility and ongoing communication between and among elected and appointed leaders are paramount to the success of a strategic planning effort. The City of Big Rapids serves as an excellent example of building the strategic plan into their ongoing decision processes. Their strategic plan is short, understandable, and regularly used by everyone involved in the decision-making process.

Lawton



Lowell



Big Rapids



Fenton

“Crossing role-job boundaries will undermine, even destroy, a strategic planning effort.”

Is this our first strategic plan? Or are we building on past plans?

A strategic plan is a three-to-five-year commitment by a council or board and staff to a direction—and a set of major goals. It is usually best that a novice council or board take a more cautious approach to initial planning. Elected leaders need to become more familiar with municipal operations, each other, and the staff. Creating a one year set of goals and objectives is a more reasonable initial planning step before taking on a strategic planning effort.

Similarly, an experienced team may be more interested in expanding the strategic planning process to include a wide circle of people. An experienced council may wish to move to including more people in the input process of its strategic plan.



Alex Bingham <abingham@bhamgov.org>

Proposed expansion of Birmingham expansion

Tom Markus <tmarkus@bhamgov.org>

Mon, Jul 18, 2022 at 11:01 AM

To: Susan.m.randall@sbc.global.net

Cc: Alex Bingham <abingham@bhamgov.org>, City Commission <city-commission@bhamgov.org>, DepartmentHeads <departmentheads@bhamgov.org>, Jeffrey Campbell <jcampbell@villagebeverlyhills.com>

By cc to City Clerk Alex Bingham I am asking her to attach the correspondence and attachments to the next agenda as info only. As you have been invited to meet with representatives of Birmingham Country Club I would encourage you to wait for that meeting and let us know if anything is conveyed that changes your views one way or the other. Also, I might suggest to you and your neighbors that when at the meeting, you may want to ask that the BCC set up a regular BCC and Neighbors committee so that there is an ongoing dialogue between the two of you so that these problems can be addressed in a more timely fashion going forward. Having just initiated our first pickleball courts I can tell you that it is likely ongoing pressure for more courts should be expected. Further, the township does not provide a single acre of park across the entire township. I suppose in some respects they rely on their country clubs for their recreational offerings as well as the neighboring communities. Please keep us informed as to this issue.

[Quoted text hidden]

3 attachments

**BCC Pickleball Resolution-City of Birmingham.docx**
21K**BCC Notice of Meeting_07272022.pdf**
626K**BCC variance_Blmfld Twp_20220620.pdf**
704K**INFORMATION ONLY**



Alex Bingham <abingham@bhamgov.org>

Proposed expansion of Birmingham expansion

Susan Randall <susan.m.randall@sbcglobal.net>
To: "abingham@bhamgov.org" <abingham@bhamgov.org>

Mon, Jul 18, 2022 at 8:59 AM

Hi Alexandria,

I have attached a letter of concern regarding a proposed expansion of the Birmingham Country Club, located on Saxon in Bloomfield Township, that will negatively affect the surrounding Birmingham and Village of Beverly Hills residents. The neighbors are in opposition to the expansion and are asking for the City of Birmingham's support in this effort. We already have the support of the the Village of Beverly Hills Manager, Jeffrey Campbell.

I also attached communication from the Charter Township of Bloomfield and the Birmingham Country Club. A meeting with the Birmingham Country Club and surrounding residents is scheduled for July 27th, 5:30 pm, at their clubhouse.

Please advise as to who at the City of Birmingham I should meet with and/or speak to about this.

Thank you,

Susan Randall
[1220 Saxon Drive](#)
Birmingham, MI

3 attachments



BCC Pickleball Resolution-City of Birmingham.docx
21K



BCC Notice of Meeting_07272022.pdf
626K



BCC variance_Blmfld Twp_20220620.pdf
704K

INFORMATION ONLY

City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

Re: Birmingham Country Club ("BCC"), 1750 Saxon Drive (parcel ID 19-35-376-001) request for Special Land Use Amendment and Site Plan Review through expansion of non-conforming use ("BCC Request to Expand Nonconforming Use")

Neighbors of the BCC have been notified of BCC's proposed expansion to construct Pickleball Courts at the Southeast corner of the golf course property. BCC has requested of Bloomfield Township amendment to the special land use approval; to grant additional variances of existing non-confirming uses; and to approve the proposed site plan.

The surrounding neighbors are in opposition to the BCC expansion and amendment requests for the following reasons:

- Noise level of pickleball courts: Pickleball has been studied to produce 70 dBA, which is 30 decibels above a normal conversation. This is in addition to the noise of the current tennis courts, paddleball courts, warming hut, tennis/golf professional office, and putting/short shot green contained in the same area.
- Parking & Traffic – parking is insufficient for the current set-up as witnessed by BCC patrons parking on easements along adjacent streets, causing difficult navigation for thru-traffic and destroying lawns. The proposed expansion will increase the already heavy traffic in the surrounding area, and potentially the speed of the traffic.
- Foul language and loud music – Inappropriate language and loud music is heard throughout the surrounding neighborhoods from the current courts. This is not conducive to a family-friendly neighborhood.
- BCC non-compliance - The BCC has not complied with the original proposal of the 2016 expansion which included winter-only usage of the paddleball courts, warming hut and lighting. These amenities are being used year-round, escalating the noise levels from the BCC court area. The lighting is disruptive to neighboring homes as it is on early morning, and late evening, year-round.
- BCC landscaping – the landscaping and pavement at the SE corner of the golf course has not been restored since the 2016 expansion and is creating safety issues for cars and walkers. The area floods, ices over in the winter, and is unsightly.
- Compounded Noise: Our Birmingham Farms neighborhood will suffer compounded noise from the existing BCC courts, the proposed BCC pickleball courts, and the proposed Birmingham pickleball courts in Crestview Park on Southfield.

The affected residents of the City of Birmingham and The Village of Beverly Hills contest that Bloomfield Township should not consider BCC's request to expand a non-confirming use until all relevant information is available. This includes a parking study, a traffic study, a storm water management plan, and a binding plan of operation regarding the use of the warming hut, proposed party zone, alcohol, BCC staff supervision, limited hours of operation, decorum of the participants, loudspeakers, and music.

BCC has mailed notification for a meeting to be held on Wednesday, July 27, 5:30 pm at the BCC Fireside Lounge in the main clubhouse. We, the affected Birmingham residents, are asking for City support with this BCC expansion.

Please contact me at your convenience to schedule a meeting or phone conversation to discuss. I can be reached at 248-563-7112.

Regards,
Susan Randall
1220 Saxon Drive
Birmingham, MI 48009

INFORMATION ONLY



Birmingham Country Club

1750 Saxon Drive
Birmingham, MI 48009

(248) 644-4111

FAX (248) 644-6541

Email: bhamcc@bhamcc.com

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Wendy Zabriskie

Dear Neighbor,

Over the last several years, Birmingham Country Club has been reinvesting in its facilities, infrastructure, and amenities in order to remain one of the premier clubs in the state of Michigan and the Midwest. The hard work has paid off as the interest in the Club has never been as strong.

In continuing to remain a leader in the private club market, we are in the planning process of adding the fastest-growing sport in the country to our offerings: Pickleball. With over a 1000% growth since 2013 and countless health and mental benefits from the sport, we feel this will help us remain viable and competitive in a demanding leisure market, ensuring our longevity in this neighborhood.

We would like to share our plans with you in an informal setting and give you the opportunity to communicate your comments on the project. We've set aside July 27th at 5:30 pm to host a meeting at the Club.

Representatives from our architectural firm Krieger/Klatt Architects, will be onsite to discuss the design, and we will review our intended use of the operation.

The meeting will be held in our Fireside Lounge in the main clubhouse. Please feel free to invite your fellow neighbors. When pulling into the drive, continue straight to the main entrance of the building, and the concierge will direct you to the room.

Should you have any questions prior to the meeting, please feel free to email me at the address given below.

We hope to see you on the 27th.

Sincerely,

Taras Strychar, CCM
taras@bhamcc.com

General Manager/C.O.O.
Taras Strychar, CCM

INFORMATION ONLY

CHARTER TOWNSHIP OF BLOOMFIELD

NOTICE OF PUBLIC HEARING PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Planning Commission of the Charter Township of Bloomfield, Oakland County, Michigan on **Monday June, 20 2022 at 7:00 P.M.** for the purpose of considering a preliminary site plan/amended special land use for proposed non-illuminated sports courts with associated fencing for the Birmingham Country Club and located in the Saxon Road frontage. If you would like to submit written comment please do so by mail to the Bloomfield Township's Planning, Building and Ordinance Department, 4200 Telegraph Road, Bloomfield, MI 48302. Telephone: (248) 433-7795 or Fax: (248) 433-7729 (Birmingham Country Club, 1750 Saxon Dr., 19-35-376-001)

Any written comment received up to the Thursday before the meeting will be included in the Planning Commission agenda packet posted on the Township website and reviewed by the Commissioners prior to the meeting.

The Township Board of Trustees will consider approval of the special land use amendment upon receiving a recommendation from the Planning Commission.

Patricia Voelker, Director
Planning, Building, and Ordinance

To view the meeting live, go to Comcast Channel 15 or AT&T Channel 99 or via the internet: Bloomfield Twp., MI – Public Meetings



To view the Zoning Board of Appeals packet posted on Documents on Demand by the end of business **Thursday, June 16th** you can use the QR code to the right.



NOTE: The Charter Township of Bloomfield will provide necessary, reasonable auxiliary aids and services at all meetings to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Bloomfield Township Planning Division by writing or calling the following: Planning Division, P.O. Box 489, Bloomfield Hills, MI 48303-0489 - Telephone: (248) 433-7795 - Fax: (248) 433-7729.

Dated: June 2, 2022

INFORMATION ONLY