

**BIRMINGHAM CITY COMMISSION AGENDA
REGULAR MEETING
NOVEMBER 10, 2025
MUNICIPAL BUILDING, 151 MARTIN
7:00 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 Clerk's Office would like to thank all of the Election Inspectors and City Staff that helped conduct a safe and successful November 4th Local Election. We appreciate all of the voters who participated by voting early, absentee, or in-person voting. 22.3% of Birmingham's registered voters participated. Unofficial results are available at oakgov.com/elections under the November election tab. Official results will be available after the completion of the canvass of the Oakland County Board of Canvassers.

Recognition of Outgoing City Commissioners

- Commissioner Katie Schafer
- Commissioner Jason Emerine

Commissioner Transition

Administration of Oath to Elected Officials

- A. Administration of Oath of Office to City Commissioners
- B. Administration of Oath of Office to Library Board Members

Organization of City Commission

- A. Election of Temporary Chair of City Commission for purposes of conducting the Mayor and Mayor Pro Tem election.
- B. Election of Mayor and Mayor Pro Tem:
 - 1. Acceptance of nominations for Mayor from City Commissioners
 - 2. Election of Mayor
 - 3. Acceptance of nominations for Mayor Pro Tem from City Commissioners
 - 4. Election of Mayor Pro Tem
- C. Oath of Office to Mayor and Mayor Pro Tem
- D. Comments by newly elected Mayor and Mayor Pro Tem
- E. Presentation to outgoing Mayor Longe by the new Mayor
- F. Comments by Commissioner Longe

INTERMISSION

APPOINTMENTS

- G. Appointment of _____, Mayor, to the Retirement Board.
- H. Appointment of _____, Mayor Pro Tem, to the Retirement Board.
- I. Appointment of _____, Mayor, to the Retirees Health Care Fund Committee.
- J. Appointment of _____ (Mayor or his/her assignee), to the Triangle District Corridor Improvement Authority. Member shall be appointed by the Mayor, subject to approval by the City Commission.
- M. Appointment of _____, to SEMCOG as Delegate. Must be an elected official.
- N. Appointment of _____, to SEMCOG as Alternate. May be an elected official, staff or individual selected by the member.

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

V. CONSENT AGENDA

All items listed on the consent agenda are considered routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a Commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.
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- A. Resolution to approve the City Commission regular meeting minutes of October 27, 2025.
- B. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 29, 2025 in the amount of \$1,906,598.93.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated November 5, 2025 in the amount of \$414,482.93.
- D. Resolution to set a public hearing date of December 15, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – to permit construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant.
- E. Resolution to approve a one-year agreement with Next for services described in Attachment A of the agreement for fiscal year 2025-2026 in the amount of \$126,632. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656.000-811.0000.
- F. Resolution to approve a Construction Staging and Construction Coordination Agreement with Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development for the coordination of construction activities related to 34350 Woodward

Avenue on S. Elm Street and Haynes Street, and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

VI. CITY MANAGER'S REPORT

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

None.

VII. UNFINISHED BUSINESS

None.

VIII. NEW BUSINESS

- A. Resolution approving the settlement agreement dated November 3, 2025 between the City and the Birmingham Police Officers Association for a renewal of the collective bargaining agreement through June 30, 2028. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.
- B. Initial Bistro Screening 2025
 - 1. Resolution to move forward with the bistro applications for Teuta and Snap Taco and permit each bistro to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.
 - OR
 - 2. To take no action on any bistro application at this time.
- C. Resolution to adopt the proposed customer service standards for the City.
- D. 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.
- E. Commission discussion on items from a prior meeting.
- F. Resolution to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled Yasamin Aziz, et al v City of Birmingham, Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen and Sec. 8(1)(d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(A roll call vote is required and the vote must be approved by a 2/3 majority of the commission. The commission will adjourn to closed session after all other business has been addressed in open session and reconvene to open session, after the closed session, for purposes of taking formal action resulting from the closed session and for purposes of adjourning the meeting.)

IX. REMOVED FROM CONSENT AGENDA
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X. COMMUNICATIONS

Communications intended for the City Commission meeting packet must be received by the City Clerk before noon the Wednesday prior to the meeting to be considered for inclusion in the packet under communications.

- A. Communication regarding the Community House

XI. REPORTS

- A. Commissioner Reports
 - 1. Notice of intention to appoint to the Board of Review
- B. Commissioner Comments
- C. Advisory Boards, Committees, Commissions' Reports and Agendas
- D. Legislation
- E. City Staff
 - 1. Evening Monthly Parking Permit Program

INFORMATION ONLY

XII. ADJOURN

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

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

NOTICE: Individuals requiring accommodations, such as mobility, visual, hearing, interpreter or other assistance, for effective participation in this meeting should contact the City Clerk's Office at (248) 530-1880 (voice), or (248) 644-3405 (TDD) at least one day in advance to request mobility, visual, hearing or other assistance.

Las personas que requieren alojamiento, tales como servicios de interpretación, la participación efectiva en esta reunión deben ponerse en contacto con la Oficina del Secretario Municipal al [\(248\) 530-1880](tel:2485301880) por lo menos el día antes de la reunión pública. (Title VI of the Civil Rights Act of 1964).

Birmingham City Commission Minutes
October 27, 2025
Municipal Building, 151 Martin
7:30 p.m.
Vimeo Link: <https://vimeo.com/1131048075>

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

II. ROLL CALL

City Clerk Bingham called the roll.

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

Absent: None

Staff: City Manager Ecker; City Clerk Bingham, Finance Director Chavez, City Engineer Coatta, Planning Director Dupuis, Assistant City Manager Fairbairn, City Attorney Kucharek, Police Chief Grewe, City Attorney Kucharek, Building Official Zielke, Department of Public Services Director Zielinski

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

Announcements
Appointments

Benjamin Motyl was interviewed for the Historic District Commission. He was not appointed. He was asked to apply for a position on another board.

10-292-25 Architectural Review Committee

Benjamin Motyl was interviewed for the appointment.

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

VOICE VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

CC Bingham swore in Mr. Motyl.

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

V. CONSENT AGENDA

10-293-25 Consent Agenda

MOTION: Motion by Long, seconded by Host:
To approve the consent agenda with the exception of Items I and J.

ROLL CALL VOTE

Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long

Nays: None

- A. Resolution to approve the City Commission/Planning Board meeting minutes of September 29, 2025.
- B. Resolution to approve the City Commission regular meeting minutes of October 6, 2025.
- C. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 8, 2025 in the amount of \$1,985,725.09.
- D. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 15, 2025 in the amount of \$897,136.25.
- E. Resolution to approve the warrant list, including Automated Clearing House payments, dated October 22, 2025 in the amount of \$2,937,586.88.
- F. Resolution to approve a request from the Chabad Jewish Center of Bloomfield Hills to hold the 2025 Menorah Lighting special event on Thursday, December 18, 2025 contingent upon compliance with all permit and insurance requirements and payment of all fees and, further, pursuant to any minor modifications that may be deemed necessary by administrative staff at the time of the event.
- G. Resolution to approve a special event permit as requested by the City of Birmingham, Department of Public Services to hold the 2026 City of Birmingham In The Park Concert Series weekly June 12, 2026 – August 26, 2026 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.
- H. Resolution to approve a special event permit as requested by the City of Birmingham Department of Public Services to hold the Pumpkin Patch event on October 24, 2026 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.
- K. Resolution to set November 17, 2025 as the public hearing date for the Program Year 2026 Community Development Block Grant Program.

10-294-25 Village Fair

MPT Baller pulled Item I so that staff and the public could comment on the item. He also noted a minor business relationship between himself and the Birmingham Bloomfield Chamber of Commerce, stating that it did not require a recusal from the item.

PC Grewe presented the item. Staff and Kelly Bannon, operations manager from the Birmingham Bloomfield Chamber of Commerce, answered informational questions.

Commissioners raised the following points during discussion:

- The provision of additional policing after the fair closes will help control the event.
- Better loudspeakers and fencing could help with the organization of the event.
- During the 2025 Fair, Saturday's policing was well-organized.
- The Fair has been occurring in the City for a long time. There was support for continuing the Fair.
- The City's Police Department does an excellent job. Response times to incidents were very swift.
- Incidents seem to occur as people leave the Fair. Incidents do not seem to be correlated to a specific end time, and do not seem to occur during the Fair.
- Having police on every corner in the area adjacent to the Fair seems to reduce the number of issues that might occur.
- Limiting the areas through which fairgoers could exit could also help with enforcement.

- The Chamber earned thanks for partnering with the City and the Police Department to continue offering the Fair, even in light of the higher enforcement costs.
- In an effort to deter criminal conduct, criminal charges filed for incidents occurring during the Fair are not negotiated.

MOTION: Motion by Baller, seconded by Long:
To approve a special event permit as requested by the Birmingham Bloomfield Chamber of Commerce to hold the 61st Annual Village Fair on May 27, 2026 – May 31, 2026 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.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

10-295-25 Greenwood Cemetery Advisory Board Composition

Commissioner Haig pulled Item J, noting the City’s efforts towards preserving and increasing the tree canopy within the City.

MOTION: Motion by Haig, seconded by Long:
To award the 2025 Fall Tree Purchase and Plant project for 342 trees to be installed to KLM Landscape, for a total cost of \$196,335.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

VI. CITY MANAGER’S REPORT

ACM Fairbairn presented the report.

VII. UNFINISHED BUSINESS

10-296-25 Public Hearing - for Condemnation of a Dangerous Structure - 611 Elm Street

The Mayor opened the public hearing at 7:59 p.m.

BO Zielke and CA Kucharek presented the item and answered informational questions from the Commission.

Alan Applebaum, attorney, Ralph Faranso, property owner, and Roger Winborn, Metro Abatement, spoke regarding 611 Elm.

Seeing no public comment, the Mayor closed the public hearing at 8:18 p.m.

- Commissioners raised the following points during discussion:
- The report from Anand Engineering was approximately 13 months old, which means the building has decayed further since the report. The City also only received this report today, despite sending multiple notices to the owner.
 - The report from Anand Engineering says 611 Elm ‘appears’ to be structurally sound.
 - The second report provided by Mr. Faranso lacked structural calculations, architectural drawings, or discussion of joists.
 - The Engineering reports do not demonstrate that 611 Elm is structurally sound.
 - The collapsed part of the roof means that other parts of 611 Elm are in danger of collapsing. This poses a danger to public health and safety.
 - 611 Elm is also presently an eyesore to the community.
 - Mr. Faranso should have been more proactive and timely in addressing the concerns arising from 611 Elm.
 - Building Official Zielke’s findings and recommendation should be followed.

MOTION: Motion by Baller, seconded by Schafer:
To declare that the property at 611 Elm Street (a/k/a 635 Elm Street) is a dangerous structure and is unfit for human habitation due to lack of maintenance, is insanitary and/or contains filth and contamination, in violation of the International Property Maintenance Code and Birmingham City Codes, and the property owner must demolish the dangerous structure within 30 days or the City Manager is directed to complete the demolition and place a lien on the property for the costs of demolition and grading.

Public Comment
Messrs. Applebaum and Faranso provided comment.

ROLL CALL VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

VIII. NEW BUSINESS

10-297-25 Public Hearing - SLUP Amendment for 176 S. Old Woodward

The Mayor opened the public hearing at 8:39 p.m.

PD Dupuis, David Draper, attorney for the applicant, and Woojin Lee, applicant, spoke regarding the item and answered informational questions.

Seeing no public comment, the Mayor closed the public hearing at 8:44 p.m.

MOTION: Motion by Baller, seconded by Host:
To approve the Special Land Use Permit Amendment for 176 S. Old Woodward – Kaishin Izakaya – to transfer ownership and update the Special Land Use Permit with the new owner, Gold Coin, Inc.

AND

To authorize the City Clerk to complete the Local Approval Notice at the request of Gold Coin Inc. and to approve the transfer of the Class C and SDM Liquor License with Sunday Sales (AM & PM) and 1 additional outdoor service area permit from Sushi Japan Inc. to Gold Coin Inc. (d/b/a Kaishin Izakaya) located at 176 S. Old Woodward Ave. Birmingham, Oakland County, MI.

VOICE VOTE
Ayes: Emerine, Schafer, Baller, Haig, Host, Longe, Long
Nays: None

10-298-25 Final Design of Wimbledon Drive (Phase 2)

PD Dupuis and CE Coatta presented the item and answered informational questions.

Commissioners raised the following points during discussion:

- This portion of Wimbledon would continue the design of Wimbledon Phase 1.
- This item was only to discuss the design of the project.
- Since the present condition of the road might be depressing speeds, a road study would help the Commission understand how this project might affect speeds.
- This section of Wimbledon requires repair. Keeping the road one width all the way through is likely the most safe option.
- Fire access for the road should also be evaluated.
- It might be more appropriate to wait for the Multi-Modal Transportation Board (MMTB) to make a recommendation.
- Alternatively, it was noted at a prior Commission meeting that this item would be reviewed by the Commission rather than the MMTB, and this was acceptable. The intention was to continue Wimbledon Phase 2 from Wimbledon Phase 1. A 26 foot road width is common within Birmingham. Many Wimbledon residents attended the Wimbledon Phase 1 discussions in order to stay abreast of the Wimbledon Phase 2 plans.
- The MMTB is an advisory board. The Commission received and reviewed the MMTB's recommendations for Wimbledon Phase 1. The Commission did not ultimately adopt all of

the MMTB's recommendations from Wimbledon Phase 1 because of a significant increase in anticipated costs.

- The water and sewer infrastructure under Wimbledon needs to be updated.
- The MMTB prefers to recommend road designs that align with the City's complete streets policies. While the Commission understands that, it might still be most appropriate in this context to continue the design from Wimbledon Phase 1 to Wimbledon Phase 2.
- These plans have more to do with engineering than design. It would be appropriate to review these and similar projects for their aesthetic designs as well so that residents might have understanding and opportunities for input.
- It seems some streets have been matched at 24 feet and still resulted in functional conditions.
- The City split costs with residents for Wimbledon Phase 1 50-50% because Wimbledon is a major street. It did not include curbs in that project because the cost split increased the City's costs for the project.
- The City did not offer a 50-50% split with residents for improved roads with curbs. Curbs add a meaningful cost to projects.
- It would be helpful if water and sewer repairs and road surface repairs were treated as two separate City projects moving forward.
- Residents should be provided with clear information regarding the potential drawbacks of cape seal only roads.

MOTION:

Motion by Schafer, seconded by Long:

To direct the Engineering Department to proceed with the final design of Wimbledon Drive (Phase 2) to include the planned improvements to the sewer and water mains with cape seal treatment of the road surfaces within the project area.

Public Comment

Rick Brodsky commented regarding the City's road funding policies and road safety features, and supported road safety features in this project and allocating State funds to help cover residents' road-related special assessment expenses.

Danny Seidman commented regarding the fact that road design influences costs, the City's road funding policies, speed mitigation options, and supported pricing out both curb and non-curb options for this project.

Cliff Rager and Sally Swift commented regarding one aspect of Wimbledon Phase 2 that would affect their shared home.

Mr. Rager supported the work that boards and committees do to facilitate discussion with residents and supported having more information about potential costs and options before these decisions are made.

Andrew Barron and Tim Bradley supported pricing out both curb and non-curb options for this project.

Mr. Barron opposed the motion.

Danny Hill commented regarding estimated timelines for Wimbledon Phase 2. He opposed the motion.

Travis Bouchard supported different design options and speed mitigation tactics.

VOICE VOTE

Ayes: Emerine, Schafer, Longe, Long

Nays: Host, Haig, Baller

10-299-25 Peter Cotton Trail Event

DPSD Zielinski presented the item and answered informational questions.

Commissioners raised the following points during discussion:

- Staff's work to offer more family-friendly events was appreciated.

MOTION:

Motion by Host, seconded by Haig:

To approve a special event permit as requested by the City of Birmingham, Department of Public Services to hold the Peter Cotton Trail event on Saturday, March 28, 2026 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.

VOICE VOTE

Ayes: Host, Haig, Baller, Emerine, Schafer, Longe, Long

Nays: None

10-300-25 METRO Act Application of Ezee Fiber Texas, LLC

CA Kucharek and representatives from Ezee Fiber Texas spoke regarding the item and answered informational questions.

Commissioners raised the following points during discussion:

- Ezee Fiber Texas, LLC has run into issues in Albuquerque, New Mexico and Katy, Texas.
- Birmingham residents would be very concerned about damage to their property.
- Ezee Fiber LLC's inability to comment on certain ongoing issues while making this proposal is concerning.
- Ezee Fiber, LLC could sue the City if they are not allowed to conduct business within Birmingham.
- It would be important to create clauses about money for damages and/or other protective options for residents within any agreements with Ezee Fiber, LLC.
- The Commission trusts that the City Attorney will advocate vociferously for residents' interests in these negotiations.
- Angry residents will be disinclined to purchase services from Ezee Fiber, LLC.

MOTION: Motion by Emerine, seconded by Host:

To approve the METRO Act Application of Ezee Fiber Texas, LLC, and the METRO Act Permit for the project locations shown on the exhibit. In addition, authorize the Mayor and City Clerk to sign the Bilateral Form on behalf of the City, and to direct the City Attorney to assure Ezee Fiber's adherence to City ordinances and all other requirements to assure protection of City public property.

Commissioner comment on the motion was as follows:

- Declining this proposal was not an option available to the Commission.

ROLL CALL VOTE

Ayes: Host, Emerine, Schafer, Longe

Nays: Haig, Long, Baller

10-301-25 Closed Session Pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act

CA Kucharek presented the item.

It was noted the Commission would adjourn to closed session presently, and would reconvene into open session after the closed session for the purposes of completing the agenda items F, G, Communications, and Reports.

MOTION: Motion by Long, seconded by Haig:

To meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled Yasamin Aziz, et al v City of Birmingham, Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen.

ROLL CALL VOTE

Ayes: Haig, Schafer, Baller, Emerine, Host, Longe, Long

Nays: None

The Commission went into closed session at 10:57 p.m.

The Commission returned from closed session at 12:04 a.m. No action was taken.

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

IX. REMOVED FROM CONSENT AGENDA

X. COMMUNICATIONS

- A. Communication regarding 400 E. Lincoln
- B. Communication regarding Poppleton Park
- C. Communication regarding Arlington and Shirley
- D. Communication regarding Parking
- E. Communication regarding Infrastructure

XI. REPORTS

- A. Commissioner Reports
- B. Commissioner Comments

Commissioner Schafer noted this would be her last meeting as a Commissioner, and thanked residents, her fellow Commissioners, and staff. She noted that she would be continuing her advocacy work through her work as a pediatrician.

The Mayor thanked Commissioner Schafer on behalf of the Commission for her service.

- C. Advisory Boards, Committees, Commissions’ Reports and Agendas
 - 1. Greenwood Cemetery Advisory Board Annual Report
- D. Legislation
- E. City Staff
 - 1. Greenwood Cemetery Advisory Board Ordinance and Membership

INFORMATION ONLY

XII. ADJOURN

The Commission motioned to adjourn at 12:08 a.m.

Alexandria Bingham, City Clerk



Laura Eichenhorn, City Transcriptionist

City of Birmingham

Warrant List Dated 10/29/2025

Meeting of 11/10/2025

Check Number	Early Release	Vendor #	Vendor	Amount
<u>PAPER CHECK</u>				
100	*	006759	AT&T	133.31
101	*	006759	AT&T	51.15
102	*	006759	AT&T	73.38
306156	*	005430	21ST CENTURY MEDIA- MICHIGAN	868.00
306157		006638	ACTION MAT & TOWEL RENTAL, INC	70.72
306158	*	TAXMISC	ALEXA GRAF	1,140.15
306159		BDREFUND	ALIMOFF BUILDING & DEVELOPMENT LLC	1,800.00
306160	*	003233	ALL SEASON GUTTERS INC	2,550.00
306161		009725	ALL TRAFFIC SOLUTIONS, INC.	18,484.17
306162		BDREFUND	AMERICAN STANDARD ROOFING	100.00
306163		002488	AMERICAN TEST CENTER, INC.	1,050.00
306164	*	007033	APPLIED INNOVATION	735.19
306165		BDREFUND	ARMANDO GIUSEPPE INC	2,150.00
306166	*	009983	ASFPM	180.00
306167	*	006759	AT&T	87.80
306168	*	003703	AT&T MOBILITY	1,199.65
306169		BDREFUND	BEDIENT CONSTRUCTION	270.00
306170		BDREFUND	BELFOR USA GROUP INC	500.00
306171		BDREFUND	BENCHMARK HOMES INC	1,160.00
306172		BDREFUND	BLOOMFIELD CUSTOM HOMES LLC	400.00
306173		BDREFUND	BLUMKE INSTALLATIONS	400.00
306174		003526	BOUND TREE MEDICAL, LLC	2,358.00
306175	*	006520	BS&A SOFTWARE, INC	2,372.00
306176		BDREFUND	C.R. ENTERPRISES LLC	1,750.00
306177		003907	CADILLAC ASPHALT, LLC	893.35
306178	*	009078	CANON SOLUTIONS AMERICA INC	334.06
306179		007732	CAPITAL TIRE, INC.	664.00
306180	*	000444	CDW GOVERNMENT INC	4,320.50
306181		BDREFUND	CEDAR RESTORATION INC	200.00
306182		009932	CERTASITE, LLC	276.88
306183	*	TAXMISC	COAST TO COAST MANAGEMENT LLC	1,204.76
306184		BDREFUND	COASTAL DESIGN & BUILD	1,125.00
306185	*	009167	COL'S FAMILY RESTAURANT	52.00
306186		BDREFUND	COMBS ELECTRIC INC	192.00
306187		BLREFUND	COMMON GROUND	1,269.90
306188		BDREFUND	CONCRETE CONTRACTING	100.00
306189		BDREFUND	CONLON INSTALLATIONS	200.00
306190		BDREFUND	CONSTANTINE CONSTRUCTION INC	100.00
306191	*	000627	CONSUMERS ENERGY	3,940.06
306192		BDREFUND	CRANBROOK PAVEMENT	100.00
306193		BDREFUND	CRANBROOK PAVEMENT CORP.	200.00
306194	*	009145	CREATIVE COLLABORATIONS	3,800.00

City of Birmingham

Warrant List Dated 10/29/2025

Meeting of 11/10/2025

Check Number	Early Release	Vendor #	Vendor	Amount
306195	*	009815	CULLIGAN OF ANN ARBOR/DETROIT	56.95
306196		003923	CUMMINS SALES AND SERVICE	1,487.40
306197	*	009549	DAN'S LAWN MAINTENANCE	1,400.00
306198		BDREFUND	DAVID M FOSTER LVNG TRUST	1,000.00
306199		009309	DEALER AUTO PARTS	264.33
306200		000233	DEAN SELLERS	1,189.82
306201		000575	DEMCO, INC	414.73
306202		BDREFUND	DJS PAVING	100.00
306203	*	TAXMISC	DONALD BEAM	100.01
306204	*	000190	DOWNRIVER REFRIGERATION SUPPLY CO.	106.00
306205		BDREFUND	DRYMEDIC RESTORATION NOVI LLC	300.00
306206	*	000179	DTE ENERGY	9,154.79
306207	*	000179	DTE ENERGY	79.61
306208	*	000179	DTE ENERGY	179.22
306209	*	000179	DTE ENERGY	27.62
306210	*	000179	DTE ENERGY	1,970.82
306211	*	000179	DTE ENERGY	35.67
306212	*	000179	DTE ENERGY	287.29
306213	*	000179	DTE ENERGY	7,980.44
306214	*	000179	DTE ENERGY	1,719.18
306215	*	000179	DTE ENERGY	3,229.85
306216	*	000179	DTE ENERGY	1,571.69
306217	*	000179	DTE ENERGY	18.03
306218	*	000179	DTE ENERGY	1,150.60
306219	*	000179	DTE ENERGY	33.28
306220	*	000179	DTE ENERGY	18.78
306221	*	000179	DTE ENERGY	21.42
306222	*	000179	DTE ENERGY	19.79
306223	*	000179	DTE ENERGY	224.42
306224		000179	DTE ENERGY	29.91
306225	*	000179	DTE ENERGY	29.84
306226	*	000179	DTE ENERGY	990.57
306227	*	000179	DTE ENERGY	21.15
306228		008139	ENVISIONWARE INC.	1,850.00
306229		001495	ETNA SUPPLY	7,323.10
306230		BDREFUND	FAN HENRIETTA LLC	2,500.00
306231	*	001223	FAST SIGNS	225.00
306232		BDREFUND	FINISHED BASEMENTS PLUS LLC	200.00
306233		BLREFUND	FIRST CLASS VALET, INC	18.00
306234		007212	FOSTER BLUE WATER OIL	321.69
306235	*	010086	FOSTER, SWIFT, COLLINS & SMITH PC	4,064.70
306236		BDREFUND	FOUR SEASONS ROOFING & SHEET METAL	200.00
306237		010153	FRAIBERG, MATTHEW	1,125.00

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306238	*	007749	FUNTASTIC FACES BY DIANE	225.00
306239		BDREFUND	GILLETTE BROTHERS POOL & SPA	1,300.00
306240		BDREFUND	GLOBAL SYNERGY LLC	100.00
306241	*	004604	GORDON FOOD	336.28
306242		BDREFUND	GRACE BAPTIST CHURCH	100.00
306243		BDREFUND	GREAT LAKES CUSTOM BUILDER LLC	1,000.00
306244		BDREFUND	GREAT LAKES ROOFING, INC	300.00
306245	*	008007	GREAT LAKES WATER AUTHORITY	8,967.98
306246	*	006666	GRID 4 COMMUNICATIONS INC.	246.56
306247		001531	GUNNERS METER & PARTS INC	390.00
306248	*	001377	HAGOPIAN CLEANING SERVICES	2,268.00
306249		BDREFUND	HASENAU COMPANY	100.00
306250		BDREFUND	HM HOMES LLC	1,300.00
306251	*	001956	HOME DEPOT CREDIT SERVICES	291.10
306252		BDREFUND	HRH CONSTRUCTION LLC	1,000.00
306253	*	005990	ICC INC	135.00
306254	*	000980	ICE SPORTS INDUSTRY	395.00
306255		MISC	INVESTWISE FINANCIAL	210.00
306256		BDREFUND	Invision Group LLC	1,000.00
306257		BDREFUND	JOBECKS CUSTOM DESIGNS	100.00
306258		010065	K & M TIRE INC	202.00
306259		BDREFUND	K CUSTOM LLC	200.00
306260		MISC	KATHERINE WU	13.19
306261		UBREFUND	KENNETH CISZEWSKI, C/O TERRI FRANK	241.48
306262	*	004088	KGM DISTRIBUTORS INC	451.00
306263		MISC	KIMBERLY LALA	20.65
306264		BDREFUND	LAMARCO HOMES LLC	500.00
306265		BDREFUND	LARRYS PAINTING SERVICE	1,750.00
306266	*	TAXMISC	LERETA LLC	1,407.71
306267		BDREFUND	LEY, WILLIAM A	200.00
306268	*	000797	THE LIBRARY NETWORK	2,498.11
306269		BDREFUND	LUXE HOMES DESIGN BUILD LLC	2,000.00
306270		BDREFUND	LYNCH CUSTOM HOMES	6,050.00
306271	*	010145	M & B SCREEN & WINDOW REPAIR	195.00
306272		007910	MACALLISTER RENTALS	1,207.30
306273		003934	MADISON GENERATOR SERVICE INC	499.00
306274	*	000888	MCKENNA ASSOCIATES INC	56,040.51
306275	*	009200	MICHAEL MORRISON	1,800.00
306276	*	009143	MICHAEL SHUKWIT	250.00
306277		BDREFUND	MONDIAL PROPERTIES II LLC	100.00
306278		BDREFUND	N.C. CEMENT	200.00
306279		BDREFUND	NOSAN VENTURES LLC	3,550.00
306280		BDREFUND	OAKES ROOFING SIDING & WINDOWS INC	100.00

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306281	*	000919	OAKLAND COUNTY TREASURER	445.25
306282	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	807.00
306283	*	009478	ODP BUSINESS SOLUTIONS, LLC	810.14
306284		BDREFUND	PRZEKOP, JEROME T	1,050.00
306285	*	BDREFUND	RAFID BAHNAM	200.00
306286		BDREFUND	Rapid Roofing	100.00
306287	*	MISC	REBECCA LADEMAN	25.00
306288		BDREFUND	RIDGECON CONSTRUCTION	400.00
306289		BDREFUND	RITSCH VENTURE GROUP LLC	500.00
306290		BDREFUND	ROBERT FILORAMO	300.00
306291		BDREFUND	ROGERS, DONALD A	1,750.00
306292	*	002806	SAM'S CLUB/SYNCHRONY BANK	397.60
306293		BDREFUND	SCHMITZ, TIMOTHY C	500.00
306294		BDREFUND	SCIGLIANO, ANTHONY P	400.00
306295		BDREFUND	SEAL THE DEAL SEAL COATING	100.00
306296		BDREFUND	SELCANIN, DJOVANI	1,000.00
306297	*	007142	SHERWIN-WILLIAMS COMPANY	85.05
306298	*	009009	SIGNATURE CLEANING LLC	4,937.99
306299		BDREFUND	SIGNSCAPES	100.00
306300		006556	STO-COTE PRODUCTS, INC.	2,068.39
306301	*	MISC	TARGET	128.57
306302		BDREFUND	THE GREEN PANEL	200.00
306303	*	009850	THE TOLEDO TICKET CO.	1,447.57
306304		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	400.00
306305	*	009552	TRAFFIC & SAFETY CONTROL SYSTEMS	380.00
306306	*	004379	TURNER SANITATION, INC	290.00
306307		008632	TURNOUT RENTAL	179.50
306308		BDREFUND	TUZINOWSKI LANDSCAPE CO	100.00
306309	*	MISC	TYRESSE FERGUSON	205.80
306310		MISC	UNDERGROUND CONTRACTOR INC	10,176.25
306311	*	003760	UNUM LIFE INSURANCE CO. OF AMERICA	26,402.04
306312	*	000158	VERIZON WIRELESS	619.07
306313	*	000158	VERIZON WIRELESS	149.85
306314	*	000158	VERIZON WIRELESS	459.74
306315	*	000158	VERIZON WIRELESS	98.54
306316	*	010066	VINTAGE VEHICLE RESTORATIONS INC.	3,765.00
306317		BDREFUND	WALLSIDE INC	1,000.00
306318		009026	WELLS FARGO VENDOR FIN SERV	162.02
306318	*	009026	WELLS FARGO VENDOR FIN SERV	768.47
306319		BDREFUND	WICO METAL PRODUCTS HOLDING COMPANY	1,000.00
306320		BDREFUND	WINSTON AND SONS HOME IMPROVEMENT L	100.00
306321	*	008408	WISS, JANNEY, ELSTNER ASSOC. INC	3,075.00
306322		BDREFUND	WITTER CONSTRUCTION LLC	200.00

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306323	*	008008	JEFF ZIELKE	94.50
SUBTOTAL PAPER CHECK				\$278,515.94
<u>ACH TRANSACTION</u>				
14450	*	007345	BEVERLY HILLS ACE	112.47
14451	*	010117	BHIP VIGILANTE, LLC	150.00
14452	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	102.96
14453	*	003282	LISA MARIE BRADLEY	597.38
14454	*	007835	SARAH CHUNG	264.50
14455		000605	CINTAS CORPORATION	495.91
14456		000605	CINTAS CORPORATION	285.17
14456	*	000605	CINTAS CORPORATION	171.55
14457		000605	CINTAS CORPORATION	352.76
14458		002668	CONTRACTORS CLOTHING CO	195.36
14459		009024	D.M. BURR GROUP	4,891.29
14460	*	009557	ZECO, LLC	550.00
14461	*	000565	DORNBOS SIGN & SAFETY INC	1,158.80
14462		001230	FIRE SYSTEMS OF MICHIGAN LLC	720.00
14463	*	009387	FRAIBERG & PERNIE PLLC	5,213.54
14464	*	000243	GRAINGER	937.20
14465	*	010120	GREAT LAKES ELECTRIC SUPPLY CO	919.98
14466		007927	MICHELLE HOLLO	892.50
14467	*	008851	INSIGHT INVESTMENT	7,888.23
14468		000261	J.H. HART URBAN FORESTRY	31,832.08
14469	*	002576	JAX KAR WASH	42.00
14470		009298	JCR SUPPLY INC	378.85
14471	*	003458	JOE'S AUTO PARTS, INC.	1,086.88
14472	*	008827	KANOPY, INC	434.35
14473	*	005550	LEE & ASSOCIATES CO., INC.	1,434.44
14474	*	003527	LOWER HURON SUPPLY CO INC	1,144.32
14475		009663	MACQUEEN EQUIPMENT, LLC	259.56
14476	*	008723	BRADLEY MCNAB	1,569.64
14477		002013	MIDWEST TAPE	10,629.64
14478	*	005634	GINA MOODY	116.73
14479	*	009276	NEWTONS SOLUTIONS LLC	750.00
14480		001864	NOWAK & FRAUS ENGINEERS	24,386.00
14481		005733	POWER LINE SUPPLY	8,052.21
14482	*	000897	PRINTING SYSTEMS INC	6,822.94
14483	*	002852	QMI GROUP INC	351.96
14484	*	009666	RAM CONSTRUCTION SERVICES OF MICHIG	1,505,143.92
14485	*	001181	ROSE PEST SOLUTIONS	187.00
14486	*	002456	SALES MARKETING GROUP INC	378.11
14487		005787	SOUTHEASTERN EQUIPMENT CO. INC	1,240.75
14488		000273	TERMINAL SUPPLY CO.	138.18

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14489		005861	UNIQUE MGMT SERVICE, INC	41.20
14490	*	009266	US SIGNAL COMPANY LLC	5,456.05
14491		009128	WITMER PUBLIC SAFETY GROUP INC	306.58
SUBTOTAL ACH TRANSACTION				\$1,628,082.99
GRAND TOTAL				\$1,906,598.93

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



Mary Chavez
Finance Director/ Treasurer

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

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<u>PAPER CHECK</u>				
306324	*	000855	48TH DISTRICT COURT	500.00
306325	*	000855	48TH DISTRICT COURT	285.00
306326	*	009346	ACCUFORM PRINTING & GRAPHICS, INC	1,468.00
306327	*	MISC	AETNA SENIOR SUPPLEMENTAL INSURANCE	107.58
306328		BDREFUND	ALIMOFF BUILDING & DEVELOPMENT LLC	600.00
306329		003233	ALL SEASON GUTTERS INC	575.00
306330	*	000161	ALPHA PSYCHOLOGICAL SERVICES PC	795.00
306331		BDREFUND	AMERICAN STANDARD ROOFING	100.00
306332		BDREFUND	ARMANDO GIUSEPPE INC	4,550.00
306333	*	006759	AT&T	154.09
306334	*	006759	AT&T	176.89
306335	*	006759	AT&T	437.97
306336		005590	AXON ENTERPRISE, INC.	136.00
306337		BDREFUND	BABI CONSTRUCTION INC	2,500.00
306339		001122	BOB BARKER CO INC	264.26
306340		002231	BILLINGS LAWN EQUIPMENT INC.	686.32
306342		BDREFUND	BIRMINGHAM PROFESSIONAL OFFICES LLC	500.00
306343		001201	BIRMINGHAM YOUTH ASSISTANCE	10,334.43
306344		BDREFUND	BLOOMINGDALE HOMES INC	2,200.00
306345		BDREFUND	BLUMKE INSTALLATIONS	200.00
306346		003526	BOUND TREE MEDICAL, LLC	1,049.58
306347		BDREFUND	BRANDYWINE CONSTRUCTION LLC	1,700.00
306348		BDREFUND	BUILDIT CONSTRUCTION	200.00
306349	*	009078	CANON SOLUTIONS AMERICA INC	2,497.88
306352		007732	CAPITAL TIRE, INC.	664.00
306354		BDREFUND	CARLESSO, ROBERT JAMES	200.00
306355	*	000444	CDW GOVERNMENT INC	966.56
306356		BDREFUND	COASTAL DESIGN & BUILD	300.00
306357		009167	COL'S FAMILY RESTAURANT	21.00
306359		008512	COOL THREADS EMBROIDERY	607.95
306360	*	TAXMISC	COTALITY	2,905.28
306361		004386	CYNERGY PRODUCTS	9,453.74
306362		BDREFUND	DANGELO BROTHERS INC	1,750.00
306363		BDREFUND	DELTA CONSTRUCTION LLC	500.00
306364		BDREFUND	DEPENDABLE SERVICE GROUP	200.00
306365	*	000179	DTE ENERGY	117.34
306366	*	000179	DTE ENERGY	22.19
306367	*	000179	DTE ENERGY	265.80
306368	*	000179	DTE ENERGY	582.61
306369		007505	EAGLE LANDSCAPING & SUPPLY	458.00
306371		BDREFUND	ELEGANT STAMPED CONCRETE INC	200.00
306372		010008	ELIZABETH C. CHIAPELLI, PLLC	375.00

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306373		001495	ETNA SUPPLY	2,471.14
306374		BDREFUND	EXPRESS GENERAL CONSTRUCTION INC	200.00
306375	*	001223	FAST SIGNS	368.86
306376		BDREFUND	FOUR SEASONS ROOFING & SHEET METAL	100.00
306377		BDREFUND	GGA SERVICES LLC	1,400.00
306378		BDREFUND	GILLETTE BROTHERS POOL & SPA	450.00
306379	*	004604	GORDON FOOD	1,026.27
306380	*	009686	GREAT LAKES SOFTWASH, LLC	671.00
306381		BDREFUND	GREAT OAKS LANDSCAPE	925.00
306382	*	001377	HAGOPIAN CLEANING SERVICES	135.00
306383		BDREFUND	HANSONS GROUP LLC	500.00
306384		BDREFUND	HIGHER GROUND LANDSCAPING SERVICES	1,550.00
306385		007339	HIGHEST HONOR, INC	240.50
306386		010006	HJP LEGAL	1,275.00
306387	*	001956	HOME DEPOT CREDIT SERVICES	763.68
306388		BDREFUND	HRH CONSTRUCTION LLC	1,000.00
306389		BDREFUND	ICON RESTORATION & CONSTRUCTION LLC	1,250.00
306390		010155	IMPERIAL DADE	1,709.50
306391		000342	INTERSTATE BATTERIES OF SE MICH	394.65
306392		BDREFUND	Invision Group LLC	1,000.00
306393	*	009401	IRENE S WASSEL	750.00
306394		BDREFUND	JOHN MCCARTER CONSTRUCTION LLC	100.00
306395		BDREFUND	JUST ASK HOME MAINTENANCE	200.00
306396		010089	K & R TRUCK SALES	2,383.88
306397		BDREFUND	KADILLI HOMES LLC	2,000.00
306398		010025	KBW CRIMINAL LAW	475.00
306399		BDREFUND	KHAN, AHMAD	200.00
306400		BDREFUND	KITCHEN & BATH BY RITE-WAY INC	200.00
306401	*	000362	KROGER COMPANY	51.96
306402		BDREFUND	LAURENCELLE PROPERTIES INC	3,250.00
306403	*	009963	LAW OFFICE OF ROBERT J MORAD PLLC	375.00
306404		BDREFUND	LIVE WELL CUSTOM HOMES LLC	4,700.00
306405		BDREFUND	LLL INVESTMENTS LLC	1,350.00
306406		009766	LUNGHAMER FORD OF OWOSSO, LLC	57,026.00
306407		BDREFUND	LYNCH CUSTOM HOMES	1,400.00
306408		007910	MACALLISTER RENTALS	2,336.00
306409		BDREFUND	MADISON BUILDING COMAPNY	200.00
306410		BDREFUND	MAINSTREET DESIGN & BUILD	300.00
306411		BDREFUND	MARK CAMAJ	1,455.00
306412		009866	MARSHALL LANDSCAPE	965.00
306413		BDREFUND	METRO DETROIT SIGNS INC	400.00
306414		BDREFUND	MICHAIL, MARCOS M	500.00
306415		BDREFUND	MICHIGAN ASPHALT PAVING	100.00

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306416		002207	MICHIGAN AUTOMATIC SPRINKLER, INC.	5,795.00
306418	*	009621	MICHIGAN DEPARTMENT OF AGRICULTURE	75.00
306419		000230	MIKE SAVOIE CHEVROLET INC	1,289.26
306420		BDREFUND	MIRACLE RESTORATION	100.00
306421		BDREFUND	MR ENCLOSURE SUN ROOMS LLC	200.00
306422		BDREFUND	MR. ROOF HOLDING CO., LLC	100.00
306423		BDREFUND	NUMAN CONSTRUCTION LLC	1,350.00
306424	*	000477	OAKLAND COUNTY	389.60
306425	*	009461	OAKLAND COUNTY MUTUAL AID ASSOCIATI	1,322.10
306426	*	001484	OAKLAND COUNTY EQUALIZATION	87,187.22
306427	*	004370	OCCUPATIONAL HEALTH CENTERS OF MI	141.00
306428	*	009478	ODP BUSINESS SOLUTIONS, LLC	163.26
306429		BDREFUND	ORCHARD DEVELOPMENT AND CONSTRUCTIO	4,130.00
306430		BDREFUND	PERFORMANCE ROOFING AND SIDING LLC	400.00
306431	*	001883	PIONEER DOOR COMPANY INC	1,610.00
306433		BDREFUND	PRIEST CONSTRUCTION	100.00
306434	*	007797	QUADIENT LEASING USA, INC.	416.28
306435		BDREFUND	R GRAHAM CONSTUCTION LLC	100.00
306436	*	008342	RAIN MASTER CONTROL SYSTEMS	38.85
306437		BDREFUND	RANDALL RENOVATIONS LLC	100.00
306438		BDREFUND	RENEWAL BY ANDERSEN	1,000.00
306439		BDREFUND	renewal by anderson	500.00
306440		BDREFUND	ROOF ONE LLC	100.00
306441	*	002806	SAM'S CLUB/SYNCHRONY BANK	43.96
306442		BDREFUND	SARVER HOME SERVICES	200.00
306443	*	010159	SECUR-SERV INC	465.00
306444		009548	SHARE CORPORATION	316.89
306445		003483	SHERWIN WILLIAMS COMPANY	47.26
306446	*	000260	SPARTAN DISTRIBUTORS INC	5,396.99
306447	*	005079	STATE OF MICHIGAN	150.00
306448	*	009274	STATE OF MICHIGAN- DETROIT	557.33
306449	*	009274	STATE OF MICHIGAN- DETROIT	626.03
306450	*	009274	STATE OF MICHIGAN- DETROIT	290.59
306451	*	009274	STATE OF MICHIGAN- DETROIT	81.17
306452	*	009274	STATE OF MICHIGAN- DETROIT	77.06
306453	*	009274	STATE OF MICHIGAN- DETROIT	64.53
306454	*	009274	STATE OF MICHIGAN- DETROIT	57.72
306455	*	009274	STATE OF MICHIGAN- DETROIT	54.24
306456		BDREFUND	STROTHER, RUSSELL	200.00
306457		BDREFUND	T E A RESTORATION	200.00
306458		008697	T-MOBILE USA, INC	265.00
306459		BDREFUND	TECHHOME BUILDING CO., LLC	1,000.00
306460		BDREFUND	THOMAS SEBOLD & ASSOCIATES, IN	1,000.00

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306461		BDREFUND	THORNTON & GROOMS INC.	200.00
306462		BDREFUND	THREE C'S LANDSCAPING	100.00
306463		BDREFUND	TRESNAK CONSTRUCTION INC	100.00
306464		BDREFUND	TRIGRIFFIN GROUP	200.00
306465		BDREFUND	TRITON PLUMBING	1,540.00
306466		BDREFUND	TUFF SHED INC	100.00
306467		004379	TURNER SANITATION, INC	69.60
306467	*	004379	TURNER SANITATION, INC	245.00
306468		010142	THIRD EXCURSION	1,800.00
306469	*	005449	UNEMPLOYMENT INS AGENCY	26,806.44
306470		BDREFUND	UNITED BUILDING SERVICE	100.00
306471	*	007226	VALLEY CITY LINEN, INC	42.25
306472	*	000158	VERIZON WIRELESS	1,026.82
306473	*	000158	VERIZON WIRELESS	89.96
306474	*	000158	VERIZON WIRELESS	295.62
306475	*	000158	VERIZON WIRELESS	49.27
306476		BDREFUND	WALLSIDE INC	500.00
306477		BDREFUND	ZAMIR, ARI SHALOM	300.00
SUBTOTAL PAPER CHECK				\$301,022.21
<u>ACH TRANSACTION</u>				
14495	*	002284	ABEL ELECTRONICS INC	950.00
14496		009609	BALIAN LEGAL, PLC	337.50
14497		010117	BHIP VIGILANTE, LLC	343.47
14498	*	007624	BIRMINGHAM OIL CHANGE CENTER, LLC	102.96
14499	*	009122	CLAIRE CHUNG	131.25
14500	*	007835	SARAH CHUNG	264.50
14501		000605	CINTAS CORPORATION	199.44
14502		000605	CINTAS CORPORATION	46.33
14503	*	000605	CINTAS CORPORATION	91.07
14504		002234	CMP DISTRIBUTORS INC	2,175.00
14505		002668	CONTRACTORS CLOTHING CO	1,036.98
14506		001367	CONTRACTORS CONNECTION INC	99.00
14508	*	009195	CROWN CASTLE FIBER LLC	6,968.21
14509		009529	DAVEY RESOURCE GROUP, INC.	2,100.00
14510	*	000565	DORNBOS SIGN & SAFETY INC	477.40
14511	*	003801	JANA ECKER	124.33
14512		000213	FIRE DEFENSE EQUIP CO INC	2,449.19
14513	*	007289	BRIAN FREELS	31.98
14514	*	009390	IDUMESARO LAW FIRM, PLLC	537.50
14515	*	000261	J.H. HART URBAN FORESTRY	36,940.23
14516	*	009482	JAMIL KIM	1,680.00
14517		009249	JCC CREATIVE LLC	650.00
14518		009298	JCR SUPPLY INC	223.20

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Check Number	Early Release	Vendor #	Vendor	Amount
14519	*	003458	JOE'S AUTO PARTS, INC.	62.09
14520	*	009386	LAW OFFICE OF BRIAN P. FENECH	1,037.50
14521		009663	MACQUEEN EQUIPMENT, LLC	1,776.54
14523	*	010019	NARGIZ NESIMOVA, PLLC	7,267.50
14524	*	007856	NEXT	650.40
14525		001864	NOWAK & FRAUS ENGINEERS	3,982.00
14526	*	006359	NYE UNIFORM COMPANY	239.50
14527	*	009395	ORLANDO LAW PRACTICE PC	750.00
14528	*	001753	PEPSI COLA	505.92
14529		000486	PLANTE & MORAN PLLC	30,000.00
14530	*	003554	RKA PETROLEUM	6,554.63
14531	*	003785	SIGNS-N-DESIGNS INC	150.00
14532		005787	SOUTHEASTERN EQUIPMENT CO. INC	2,221.13
14533	*	002037	TOTAL ARMORED CAR SERVICE, INC.	303.97
SUBTOTAL ACH TRANSACTION				\$113,460.72
GRAND TOTAL				\$414,482.93

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



Mary Chavez
Finance Director/ Treasurer

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



MEMORANDUM

Planning Department

DATE: November 5, 2025

TO: Jana L. Ecker, City Manager

FROM: Summer Aldred-Arens, City Planner

SUBJECT: Set Public Hearing for 36977 Woodward Ave – InvestWise Financial – Special Land Use Permit and Final Site Plan & Design Review

INTRODUCTION:

The applicant has submitted an application for Special Land Use Permit and Final Site Plan & Design Review for the construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant. The proposed building is in the TZ-3 (Transitional) Zoning District. The subject site is a vacant lot located at 36977 Woodward Ave (applicant refers to the lot as 36999 Woodward), on the corner of Quarton Road and Woodward Ave. The proposed development consists of one parcel. The subject property is adjacent to the recently completed development for 36877 Woodward Ave, Gasow Veterinary Hospital.

BACKGROUND:

On September 10, 2025 ([Agenda](#) - [Video](#)), the applicant appeared before the Planning Board for Preliminary Site Plan (PSP) Review. There were a number of minor issues 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 PSP with the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;
2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements;
3. Modify the site plan to include a main entrance on at least one street front, or obtain a variance from the Board of Zoning Appeals;
4. Comply with all recommendations contained in this report to the full extent and level of detail contained in this report; and
5. Comply with the requests of all City Departments.

On October 22, 2025 ([Agenda](#) - [Video](#)), the Planning Board moved to adopt the findings of the Planning Department in the report dated October 22, 2025, related to the approval criteria

outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – with the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;
2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements, or obtain a variance of 3 feet from the Board of Zoning Appeals;
3. Provide 2 (two) bike racks to service the building;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance; and
5. Comply with the requests of all City Departments.

The applicant is scheduled to appear before the Board of Zoning Appeals on November 18, 2025 for the two variances listed in the approval conditions set by the Planning Board.

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 related to the Special Land Use Permit Amendment and Final Site Plan & Design Review request submitted.

SUSTAINABILITY:

Several environmental considerations remain relevant for this site, given its history as a former gas station. The applicant has submitted the initial environmental assessment report, the restrictive covenant, and the underground storage tank closure report for review. They have also indicated their intent to comply with all environmental requirements established by the State. This includes, but is not limited to, the installation of a vapor barrier and any additional mitigation measures as directed.

DESIGN CONSIDERATIONS:

The applicant has submitted elevation drawings with material notes and specifications for the proposed building. The exterior will be a mix of brick, architectural metal cladding, patterned metal panels, aluminum storefront glazing, and steel canopies with turnbuckles. The elevations also indicate future wall-mounted signage and a glass conservatory system.

Two colors of brick are proposed for the façade. The building will feature Bricktech Riverdale brick in a dark grey tone, complemented by Bricktech Light Smoke brick in a bronze-grey color. These bricks will be laid in running bond and vertical stacked bond patterns, with soldier course accents at key areas. The elevations also show the use of PAC-CLAD board and batten aluminum wall panels in a weathered zinc finish, and M-3 architectural metal cladding for additional detailing. Prefinished metal trim and metal guardrail systems will also be incorporated into the design.

The glazing includes both clear aluminum storefront systems in black and larger glass conservatory elements, providing transparency at entrances and along street-facing façades. The steel canopy structures, paired with lighting fixtures, add functional and architectural emphasis to entry points.

All materials appear to be of high quality and provide architectural interest.

PUBLIC COMMUNICATIONS:

As required for Special Land Use Permit Reviews, a legal ad was placed in a newspaper of local circulation to advertise the public hearing at the Planning Board on October 22, 2025. In addition, postcards were sent out to property owners and occupants within 300 feet of the subject site. Similar notices will be provided in advance of the public hearing at the City Commission on December 15, 2025.

SUMMARY:

The Planning Department requests that the City Commission set a public hearing date of December 15, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – to permit construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant, in accordance with Article 2, Section 2.45.

ATTACHMENTS:

Please see attached the following documents:

- Special Land Use Permit Resolution
- Special Land Use Permit Contract (DRAFT)
- Site/Design Plans
- Planning Board Report – October 22, 2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to set a public hearing date of December 15, 2025 to consider the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – to permit construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant.

**InvestWise Financial
36977 Woodward Ave
Special Land Use Permit 2025**

WHEREAS, A Special Land Use Permit and Final Site Plan & Design Review application was filed in October 2025 for approval to allow construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant.

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of Woodward Ave, south of Quarton Rd.;

WHEREAS, The land is zoned TZ3 (Transition Zoning), which permits commercial uses with interior floor areas over 4,000 sq. ft. per tenant 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 Birmingham Planning Board on October 22, 2025 reviewed the application for Special Land Use Permit and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated October 22, 2025, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – with the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;
2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements, or obtain a variance of 3 feet from the Board of Zoning Appeals;
3. Provide 2 (two) bike racks to service the building;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance; and
5. Comply with the requests of all City Departments.

WHEREAS, The Birmingham Zoning Board of Appeals **APPROVED/DID NOT APPROVE** the requested variances regarding percentage of building frontage and overall building height.

WHEREAS, The Birmingham City Commission has conducted a public hearing on December 15, 2025 and has reviewed the Special Land Use Permit and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, BE IT RESOLVED, The Birmingham City Commission adopts the findings of the Planning Board and finds the standards imposed in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and other applicable standards in the City Code have been met,

subject to the conditions below, and that InvestWise Financial's application for a Special Land Use Permit and Final Site Plan & Design Review at 36977 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. InvestWise Financial shall abide by all provisions of the Birmingham City Code.
2. InvestWise Financial shall comply with the approved site and design plans and any amendments thereto.
3. The variance(s) granted by the Board of Zoning Appeals is/are tied to the approved site plans. Any change made to the approved site plans may nullify the variance(s) that was/were granted and require InvestWise Financial to pursue new variances.
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

BE IT FURTHER RESOLVED that InvestWise Financial is recommended for approval for construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant at 36977 Woodward, above all others, subject to final inspection.

I, Alexandria Bingham, City Clerk of the City of Birmingham, Michigan, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Birmingham City Commission at its regular meeting held on December 15, 2025.

Alexandria Bingham
City Clerk

CONTRACT FOR A SPECIAL LAND USE PERMIT 36977 WOODWARD AVE – INVESTWISE FINANCIAL

This Contract is entered into this ____ day of _____, 2025 by and between **INVESTWISE FINANCIAL, LLC**, whose address is 3883 Telegraph Road, Suite 204, Bloomfield Hills, MI 48302 (hereinafter referred to as "InvestWise Financial"), 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 and Final Site Plan & Design Review application was filed in October 2025 for approval to allow construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant.

WHEREAS, The land for which the Special Land Use Permit is sought is located on the west side of Woodward Ave, south of Quarton Rd.;

WHEREAS, The land is zoned TZ3 (Transition Zoning), which permits commercial uses with interior floor areas over 4,000 sq. ft. per tenant 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 Birmingham Planning Board on October 22, 2025 reviewed the application for Special Land Use Permit and Final Site Plan & Design Review and moved to adopt the findings of the Planning Department in the report dated October 22, 2025, related to the approval criteria outlined in Article 7, Sections 7.27 and 7.36 of the Zoning Ordinance and recommend that the City Commission approve the Special Land Use Permit and Final Site Plan & Design Review application for 36977 Woodward Ave – InvestWise Financial – with the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;
2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements, or obtain a variance of 3 feet from the Board of Zoning Appeals;
3. Provide 2 (two) bike racks to service the building;
4. The Planning Board grants a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance; and
5. Comply with the requests of all City Departments.

WHEREAS, The Birmingham Zoning Board of Appeals **APPROVED/DID NOT APPROVE** the requested variances regarding percentage of building frontage and overall building height.

WHEREAS, The Birmingham City Commission has conducted a public hearing on December 15, 2025 and has reviewed the Special Land Use Permit and Final Site Plan & Design Review application and the standards for such review as set forth in Article 7, Sections 7.27 and 7.36 of Chapter 126, Zoning, of the City Code.

NOW, THEREFORE, the parties agree as follows:

1. InvestWise Financial acknowledges that no modifications to the site plan, floor plan, elevations or operation of the establishment may be made unless approved by the City Commission through a Special Land Use Permit Amendment as required in the Zoning Ordinance. Modifications include, but are not limited to, name changes, ownership changes, remodeling, etc.
2. InvestWise Financial agrees that it shall adhere to all Federal, State and Local ordinances currently in effect or as subsequently amended or enacted.
3. InvestWise Financial 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 InvestWise Financial from operating the establishment. InvestWise Financial 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. InvestWise Financial further agrees that it shall reimburse the City all of its costs and actual attorney fees incurred by the City in seeking 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, InvestWise Financial and any entity or person for whom InvestWise Financial 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 InvestWise Financial's operation of an establishment at the Property. InvestWise Financial is not liable if the act or omission is the City's.
5. In the event InvestWise Financial fails to reimburse the City the costs and/or attorney fees as required herein, or any part thereof, then said amount could be transferred to the tax roll in accordance with Section 1-14 of the Birmingham City Code as acknowledged by the Property Owner.
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. 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.

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 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. InvestWise Financial shall abide by all provisions of the Birmingham City Code.
2. InvestWise Financial shall comply with the approved site and design plans and any amendments thereto.
3. The variance(s) granted by the Board of Zoning Appeals is/are tied to the approved site plans. Any change made to the approved site plans may nullify the variance(s) that was/were granted and require InvestWise Financial to pursue new variances.
4. The Special Land Use Permit may be canceled by the City Commission upon finding after proper notice and a hearing that the continued use is not in the public interest.

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

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

12. InvestWise Financial is recommended for the approval for construction of a 3 (three) story commercial office building with an interior floor area over 4,000 sq. ft. per tenant at 36977 Woodward, above all others, 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 and InvestWise Financial. 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.

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

INVESTWISE FINANCIAL, LLC (InvestWise Financial)

By: _____

Its: _____

Date: _____

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

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

Notary Public

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

CITY OF BIRMINGHAM

By: _____
Therese Longe, Mayor

By: _____
Alexandria D. Bingham, City Clerk

APPROVED:

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

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

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

DRAFT



MEMORANDUM

Planning Department

DATE: October 22, 2025

TO: Planning Board Members

FROM: Summer Aldred-Arens, City Planner

APPROVED: Nicholas Dupuis, Planning Director

SUBJECT: 36977 Woodward Ave, InvestWise Financial – Special Land Use Permit, Final Site Plan & Design Review

Introduction:

The applicant has submitted an application for Special Land Use Permit and Final Site Plan & Design Review for the construction of a 3 (three) story office building in the TZ-3 (Transitional) Zoning District. The subject site is a vacant lot located at 36977 Woodward Ave (applicant refers to the lot as 36999 Woodward), on the corner of Quarton Road and Woodward Ave. The proposed development consists of one parcel. The subject property is adjacent to the recently completed development for 36877 Woodward Ave, Gasow Veterinary Hospital.

The submitted plans appear to indicate a potential easement along the northern portion of the site, which suggests that the boundaries of the property may differ from how they initially seem. It is the understanding of staff that the applicant has secured the appropriate easement rights for use of this northernmost section. However, the Planning Board may wish to request that the applicant provide further clarification regarding ownership.

On September 10, 2025 ([Agenda](#)), the applicant appeared before the Planning Board for Preliminary Site Plan (PSP) 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 PSP with the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;

2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements;
3. Modify the site plan to include a main entrance on at least one street front, or obtain a variance from the Board of Zoning Appeals;
4. Comply with all recommendations contained in this report to the full extent and level of detail contained in this report; and
5. Comply with the requests of all City Departments.

The applicant has made modifications to the site plan to address concerns and requirements that were brought up during PSP review, particularly related to the main entrance request and other details outlined in the PSP report.

1.0 Land Use & Zoning

- 1.1 **Existing Land Use** – The existing land use is vacant.
- 1.2 **Zoning** – The subject site exists within the TZ-3 (Transitional Zone) Zoning District.
- 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	Institutional	Office	Commercial	Residential
Existing Zoning District	(Bloomfield Twp)	TZ-3	(Bloomfield Twp)	R1 (Single-Family Residential)
Overlay Zoning District	N/A	N/A	N/A	N/A

2.0 Setback & Height 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 the bulk, area and height requirements.

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 95.7 feet within 0-5 feet of the front lot line that is 156.5 feet in length, totaling 61.2% of frontage. **The applicant must modify the site plan to have 75% of the street frontage consist of building façade within 0-5 feet of the front lot line or obtain a variance of 21.675 feet from the Board of Zoning Appeals**

Article 2, Section 2.46.4 of the Zoning Ordinance pertaining to maximum building height requires it be no more than 42 feet or four (4) stories. Currently, the roof height of the building is 38 feet, with the glass conservancy roof height at 45 feet. **The applicant must reduce the overall height of the building to no more than 42 feet or obtain a variance of 3 feet from the Zoning Board of Appeals.**

Article 2, Section 3.83, B.2 of the Zoning Ordinance requires that all buildings have a main entrance on at least one (1) street front. The revised site plan indicates one (1) entry facing the parking lot and one (1) facing Woodward Ave. This revision satisfies the request to add a main entrance on Woodward Ave.

3.0 Screening & Landscaping

3.1 Dumpster Screening – The applicant is proposing one dumpster on the southwest corner of the site facing the parking lot. The site plan indicates a trash enclosure with a screen wall and gates. Article 4, Section 4.54 B.9 of the Zoning Ordinance requires a screenwall that shall be constructed of capped masonry with access gates constructed of high quality and durable materials rated for exterior use such as wood, wood composite, metal or other materials acceptable to the Planning Board. Dumpster screening is proposed to be the same brick material as the main building structure, with wooden gates facing into the parking lot. The dimensions and height of the screening appear to adequately screen the dumpster.

3.2 Parking Lot Screening – The applicant is proposing on-site parking for a total of 19 spaces. The applicant has proposed 3 ft. tall screenwalls for parking along Woodward Ave (16.5 ft. long) and Quarton Road (38 ft. long). The proposed building, along with proposed screenwalls appear to sufficiently screen parking from view.

3.3 Mechanical Equipment Screening – The site plan indicates two rooftop mechanical units that will be screened and that do not appear to exceed the building's maximum permitted height. The applicant is proposing to screen the units using aluminum wall panel system that does not appear to exceed the maximum allowed building height at 38 feet.

In terms of the ground-mounted mechanical units, an electrical transformer is proposed on the northern end of the project site and appears to be screened on the northern side by a 3 ft. screening wall, and on the east, south, and west by evergreens. **The Planning Board should discuss if this landscaping is sufficient screening for the mechanical unit.**

3.4 Landscaping – The site plan distinguishes between landscaping along the building frontage and landscaping within the parking lot areas. Along the building frontage, the landscape design incorporates deciduous street trees combined with evergreen and deciduous shrubs along the building. These plantings frame the pedestrian entry points, define the public edge of the site, and establish a consistent streetscape presence along Woodward Avenue.

Within the parking lot, landscaping is organized into planting beds and perimeter buffers to provide screening and separation from vehicular areas. Deciduous and ornamental trees, along with evergreen and deciduous shrubs are placed to break up hard surfaces and soften views from adjacent sidewalks and the alley. The layout appears to be designed so that both perimeter edges and interior circulation areas of the lot are supported by layered plantings that provide structure and screening.

The proposed parking lot exceeds 7,500 square feet in area, at 7,665 square feet, including parking spaces and drive aisles. The site plan includes landscaping elements along the perimeter of the lot, but not within the lot. On September 10, 2025, the Planning Board determined that the placement of the landscaping within the parking lot satisfied this section of the ordinance, but may wish to revisit this item upon review.

- 3.5 Streetscape Elements – The applicant has proposed six (6) street trees along the right-of-way. Article 4, Section 4.20, G requires at least 1 street tree for each 40 linear feet of frontage along a street. Details of the tree species will be provided during Final Site Plan review. A breakdown of the required and proposed street trees is provided below:

Street	Linear Frontage (ft.)	Required	Provided
Quarton	121.1	3	3
Woodward	156.5	4	4

Article 4, 7.73 G Street Standards – Bike Facilities requires 1 (one) bike rack for every 10 cars. The applicant is required to provide 19 parking spaces, therefore 2 (two) bike racks are required to service the proposed building. **While, 1 (one) bike rack appears to be proposed along the northern end of the parking lot, the applicant must provide a total of 2 (two) bike racks.**

4.0 Parking, Loading & Circulation

- 4.1 Parking – 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	Spaces
Office	1 per 300 sq. ft.	5,606 sq. ft.	19
Total Required	-	-	19
On-Site	-	-	19
Total Provided			19

The applicant is proposing a total of 19 parking spaces, including 1 ADA space. The proposed parking appears to meet the onsite requirements.

- 4.2 Loading – Not applicable.

- 4.3 Vehicle Circulation & Access – The site plans submitted indicate that the main vehicle access to the site will be through an approach on the east side of the site off of Woodward and through a drive aisle that connects to the public alley on the northwest of the site that leads to the interior parking area. The openings for ingress and egress measure at 20 feet. The interior drive aisle ranges from 20 feet to 30 feet wide.
- 4.4 Pedestrian Circulation & Access – The site plans submitted indicates existing sidewalks along the Woodward and Quarton sides of the building, with new proposed ADA compliant ramp, landing area and crosswalk off of the Woodward entrance. There appears to be new proposed six (6) foot sidewalks around the parking lot near the building. The interior parking lot sidewalk connects to the main lobby entrance for pedestrian access to the southeast corner of the building.

5.0 Lighting

Two 16-foot pole-mounted luminaires are proposed on site, both utilizing LED Mirada Medium fixtures with integral louvers to provide area lighting for the parking lot and circulation areas. Six LED wall pack fixtures are proposed along the building façade to enhance visibility and security at key access points. In addition, seven ALVA architectural exterior wall sconces are proposed, each providing dual-sided illumination, which appears to be a non-cut off light fixture.

Unless specifically permitted within this ordinance, all luminaries are required to be full cutoff or cutoff and positioned in a manner that does not unreasonably invade abutting or adjacent properties. Exception to cutoff luminaries can be made at the discretion of the Design Review Board under any of the following conditions:

1. The distribution of upward light is controlled by means of refractors or shielding to the effect that it be used solely for the purpose of decorative enhancement of the luminaire itself and does not expel undue ambient light into the nighttime environment.
2. The luminaire is neither obtrusive nor distracting, nor will it create a traffic hazard or otherwise adversely impact public safety, with appropriate methods used to eliminate undesirable glare and/or reflections.
3. The luminaire is consistent with the intent of the Master Plan, Urban Design Plan(s), Triangle district plan, Rail District plan and/or Downtown Birmingham 2016 Report, as applicable.
4. The scale, color, design or material of the luminaire will enhance the site on which it is located, as well as be compatible with the surrounding buildings or neighborhood.
5. Lighting designed for architectural enhancement of building features (i.e. architectural enhancement lighting). Appropriate methods shall be used to minimize reflection and glare.
6. The site lighting meets all requirements set forth in this ordinance including, but not limited to, light trespass and nuisance violations.

Based on the placement of the fixtures and the limited output, **the Planning Department suggests the granting of a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance.**

In regards to the photometric plan, the parking and circulation areas are designed to maintain illumination levels between 0.2 and 4.0 foot-candles, resulting in a maximum-to-minimum ratio of 18.8:1. This complies with the ordinance requirements of a 0.2 minimum and does not exceed the 20:1 maximum-to-minimum threshold. Illumination levels along the property line do not exceed 1.5 foot-candles adjacent to non-residential zones, satisfying code requirements. Overall, the proposed lighting layout appears to provide adequate coverage for vehicular and pedestrian circulation while incorporating high-quality architectural fixtures that enhance the overall site design.

6.0 Departmental Reports

- 6.1 **Engineering Department** – The Engineering Department did not provide any additional comments at this time.
- 6.2 **Department of Public Services** – Forestry commented on October 17, 2025 that the landscaping concerns from the Preliminary Site Plan (PSP) have been resolved.
- 6.3 **Fire Department** – The Fire Department did not provide additional comments at this time.
- 6.4 **Police Department** – The Police Department did not provide additional comments at this time.
- 6.5 **Building Department** – See the attached Building Department comments dated October 17, 2025.

7.0 Design Review

Façade Materials

The following requirements come from Article 4, Section 4.83, B pertaining to the façade requirements for the TZ3 Zoning district: "Walls that face a public street, plaza, green or park shall include windows and architectural features customarily found on the front of a building, such as awnings, cornice work, edge detailing or decorative finish materials.

1. Blank walls longer than 20 feet are not permitted on any front façade. Blank walls longer than 30 feet are not permitted on any façade.
2. All buildings shall have a main entrance that is located on at least one (1) street front. Main entrances shall have design details that enhance the appearance and prominence of the entrance so that it is recognizable from the street and parking areas."

The applicant has submitted elevation drawings with material notes and specifications for the proposed building. The exterior will be a mix of brick, architectural metal cladding,

patterned metal panels, aluminum storefront glazing, and steel canopies with turnbuckles. The elevations also indicate future wall-mounted signage and a glass conservatory system.

Two colors of brick are proposed for the façade. The building will feature Bricktech Riverdale brick in a dark grey tone, complemented by Bricktech Light Smoke brick in a bronze-grey color. These bricks will be laid in running bond and vertical stacked bond patterns, with soldier course accents at key areas. The elevations also show the use of PAC-CLAD board and batten aluminum wall panels in a weathered zinc finish, and M-3 architectural metal cladding for additional detailing. Prefinished metal trim and metal guardrail systems will also be incorporated into the design.

The glazing includes both clear aluminum storefront systems in black and larger glass conservatory elements, providing transparency at entrances and along street-facing façades. The steel canopy structures, paired with lighting fixtures, add functional and architectural emphasis to entry points. 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 is proposed to have a glazing value of 36.4%, which satisfies the 30% minimum requirement. The southern and western elevations are proposed to have glazing values of 38.7% and 35.7% respectively, which both exceed the 30% minimum requirement. The Planning Division does not consider the secondary service doors on these elevations to be public entrances, and therefore the glazing standards applied focus only on the primary façades with pedestrian access.

On September 10, 2025, the applicant was directed to provide additional glazing on the western façade of the second floor to break up the blank wall longer than 30 feet in accordance with Article 4, Section 4.83 B, 1. The plans have been revised to include a change in architectural material and added windows to break up the expanse of blank walls.

Signage

No signage is submitted or approved as part of part of this review.

(Intentionally left blank)

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.*
 - The proposed development appears to indicate that there will be adequate open space throughout the site 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.*
 - The proposed development appears to indicate that there will be adequate open space throughout the site as to provide light, air, and access for the 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 and not diminish the value thereof.*
 - The proposed building, including its location, size, and height, does not appear to hinder the reasonable development of adjoining properties nor diminish their value. The structure has been designed with sensitivity to its surroundings and reflects a high standard of architectural quality
- 4. The site plan, and its relation to streets, driveways and sidewalks, shall be such as to not interfere with or be hazardous to vehicular and pedestrian traffic.*

- The site plan, including its relation to streets, driveways, and sidewalks, does not appear to interfere with or create hazards for vehicular or pedestrian traffic. The layout demonstrates a clear and functional circulation pattern, designed to support safe access and movement while maintaining a high standard of site design.
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.*
- The proposed development appears to be compatible with the character of surrounding uses and buildings in the neighborhood. Its design and function seem to align with the intent of the zoning ordinance and are consistent with the spirit and purpose of this chapter, contributing positively to the overall quality and cohesiveness of the area.
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.*
- The location, shape, and size of the required landscaped open space seem appropriate to the development and provide adequate amenity areas for both the building's occupants and the surrounding neighborhood. The design ensures usable and attractive open space that enhances livability while contributing to the overall character of the site.

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.*
 - a. The proposed building is consistent with and will promote the intent and purpose of this Zoning Ordinance by encouraging a vibrant corridor and active streetscape.
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.*
 - a. Generally, this use is compatible with adjacent uses of land and the natural environment of the area. This use will not affect the capabilities of public services and facilities.
3. The use is consistent with the public health, safety and welfare of the city.
 - a. This use is consistent with the public health, safety and welfare of the city. Similar to the previous standard, office buildings have been long established in

Birmingham's downtown and other commercial areas in the City and are expected to continue.

4. *The use is in compliance with all other requirements of this Zoning Ordinance.*

- a. The building uses proposed appear to be compatible with the related zoning districts requirements.

5. *The use will not be injurious to the surrounding neighborhood.*

- a. The proposed use is not expected to be injurious to the surrounding neighborhood.

6. *The use is in compliance with state and federal statutes.*

- a. Top the best of our knowledge, the uses proposed are in compliance with state and federal statutes at this time.

10.0 Recommendation

Based on a review of the site plans submitted and the requirements outlined in Article 7, Section 7.27 of the Zoning Ordinance, the Planning Division recommends that the Planning Board **RECOMMEND APPROVAL** of the Special Land Use Permit and Final Site Plan & Design Review for 36799 Woodward Ave with the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;
2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements, or obtain a variance of 3 feet from the Board of Zoning Appeals;
3. Provide 2 (two) bike racks to service the building;
4. The Planning Board grants of a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance; and
5. Comply with the requests of all City Departments.

(Intentionally left blank)

11.0 Sample Motion Language for Special Land Use Permit

Motion to adopt the findings of the Planning Department in the report dated October 22, 2025 related to the approval criteria outlined in Article 7, Section 7.36 of the Zoning Ordinance and **RECOMMEND APPROVAL** the Special Land Use Permit application for 36977 Woodward Ave – InvestWise Financial – subject to the following conditions:

1. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;
2. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements, or obtain a variance of 3 feet from the Board of Zoning Appeals;
3. Provide 2 (two) bike racks to service the building;
4. The Planning Board grants of a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance; and
5. Comply with the requests of all City Departments.
6. _____
7. _____

OR

Motion to recommend that the City Commission **DENY** the Special Land Use Permit application for 36977 Woodward Ave – InvestWise Financial – for the following reasons:

1. _____
2. _____
3. _____

OR

Motion to **POSTPONE** the Special Land Use Permit application for 36977 Woodward Ave – InvestWise Financial – pending receipt of the following:

1. _____
2. _____
3. _____

12.0 Sample Motion Language for Final Site Plan & Design Review

Motion to **APPROVE** the Final Site Plan & Design Review for 36799 Woodward Ave with the following conditions:

6. Modify the site plan so that at least 75% of the street frontage consists of building façade located within 0–5 feet of the front lot line, or obtain a variance of 21.675 feet from the Board of Zoning Appeals;

- 7. Lower the overall building height to no more than 42 feet, in accordance with ordinance requirements, or obtain a variance of 3 feet from the Board of Zoning Appeals;
- 8. Provide 2 (two) bike racks to service the building;
- 9. The Planning Board grants of a waiver for non-cutoff light fixtures pursuant to Article 4, Section 4.21, D.1 of the Zoning Ordinance; and
- 10. Comply with the requests of all City Departments.

OR

Motion to **POSTPONE** the Final Site Plan & Design Review for 36799 Woodward Ave pending receipt of the following:

- 1. _____
- 2. _____
- 3. _____

OR

Motion to **DENY** the Final Site Plan & Design Review for 36799 Woodward Ave for the following reasons:

- 1. _____
- 2. _____
- 3. _____

CITY OF BIRMINGHAM
Community Development – Building Department
151 Martin Street, Birmingham, MI 48009

October 17, 2025

RE: Final Site Plan Review Comments
36999 Woodward,

As requested, the Building Department has examined the plans for the proposed project referenced above. The plans were provided to the Planning Department for site plan review purposes only and present conceptual elevations and floor plans. Although the plans lack sufficient detail to perform a code review, the following comments are offered for Planning Design Review purposes and applicant consideration:

Applicable Building Codes:

- **2021 Michigan Building Code.** Applies to all buildings other than those regulated by the *Michigan Residential Code*.
- **2021 Michigan Residential Code.** Applies to all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.
- **2021 Michigan Mechanical Code.** (Residential requirements for mechanical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2021 Michigan Plumbing Code.** (Residential requirements for plumbing construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)
- **2023 National Electrical Code along with the Michigan Part 8 Rules.** (Residential requirements for electrical construction in all detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures are contained in the Michigan Residential Code)

Review Comments:

1. The maximum dead end corridor is 20 feet for a nonsprinklered building and 50 feet for a sprinkled building. The front office may exceed the travel distance to the closest stair.
- 2.
- 3.

**Zoning Compliance Summary Sheet
Final Site Plan & Design Review
36977 Woodward Ave – InvestWise Financial**

Existing Site: Vacant Lot

Zoning: TZ-3 Transition Zoning District

Land Use: Commercial/Office

Existing Land Use and Zoning of Adjacent Properties:

	North	South	East	West
Existing Land Use	Institutional	Office	Commercial	Residential
Existing Zoning District	(Bloomfield Twp)	TZ-3	(Bloomfield Twp)	R1 (Single-Family Residential)
Overlay Zoning District	N/A	N/A	N/A	N/A

Land Area: Existing: 17,493.82 SF
Proposed: 17,493.82 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:	95.7 ft building façade within 0-5 feet of 156.5 ft front lot line = 61.2%. Applicant will need to 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 Zoning Board of Appeals of 21.675 ft.
Min. Side Setbacks	Required:	0 ft.
	Proposed:	Varies between 2.5-3.6 ft, with exception to northeast corner of proposed development.
Rear Setback:	Required:	10 ft.
	Proposed:	20 ft.
Min. Front+Rear Setback	Required:	N/A
	Proposed:	N/A
Max. Bldg. Height:	Permitted:	42 ft., 4 stories
	Proposed:	45' 0" to conservatory height, 38' 0" to roof height. Must bring height down to 42 ft or obtain a variance from the Zoning Board of Appeals of 3 ft.
Min. Bldg. Height	Required:	24 ft., 2 stories
	Proposed:	45' 0" to conservatory height, 38' 0" to roof height.
Min. Eave Height:	Required:	N/A
	Proposed:	N/A
First-Floor Height:	Required:	14 ft
	Propose:	15 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 and one (1) main entrance along Woodward Ave.
Absence of Bldg. Façade:	Required:	N/A
	Proposed:	N/A

Opening Width:	Required:	N/A
	Proposed:	N/A
Parking:	Required:	<u>1 per 300 SF Office</u> 19 Total
	Proposed:	<u>19 off street spots</u> 19 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. $191 \text{ ft} * 25\% = 47.75 \text{ ft maximum}$
	Proposed:	20 ft.
Loading Area:	Required:	N/A
	Proposed:	N/A
Screening:		
	<u>Parking:</u>	Required: 3 ft. masonry screen wall Proposed: 3 ft. masonry screen wall
	<u>Loading:</u>	Required: N/A Proposed: N/A
	<u>Rooftop Mechanical:</u>	Required: Screened from view Proposed: Screened from view
	<u>Elect. Transformer:</u>	Required: Screened from public view Proposed: 3ft screen wall and landscaping
	<u>Dumpster:</u>	Required: Masonry screen wall with wood gates Proposed: Masonry screen wall with wood gates

InvestWise Financial

New Office Building
36999 Woodward Ave.
Birmingham, MI 48009

General Scope of Work

1. New construction of a 3 story office-use building.
2. General site improvements

Owner

**Thurmpire LLC
(Dean Thurman)
4421 Parnell Drive
Clarkston, MI 48346
P.586.929.900 E.thurmand@aol.com**

Architect

Krieger Klatt Architects
(Jeff Klatt, R.A.)
400 E. Lincoln Ave., Suite. A
Royal Oak, MI 48067
P.248.414.9270

Civil Engineer

**Stonefield
(Mitchell Harvey)
555 S. Old Woodward Avenue, Suite 12L
Birmingham, MI 48009
P.248.247.1115**

SHEET INDEX					
SHEET NO.	SHEET NAME	2025-08-15 SPA	2025-10-06 SPA	2025-10-13 BZA	2025-10-17 SPA RESUB.
G.001	Cover Sheet	*	*	*	*
G.002	Existing Conditions	*	*	*	*
-	Topographic Survey	*	*	*	*
C-1	Cover Sheet	*	*	*	*
C-2	Site Plan	*	*	*	*
C-3	Grading & Stormwater Management Plan	*	*	*	*
C-4	Lighting Plan	*	*	*	*
C-5	Landscaping Plan & Details	*	*	*	*
C-6	Landscaping Plan & Details	*	*	*	*
C-7	Construction Details	*	*	*	*
C-8	Construction Details	*	*	*	*
A.000	Dumpster Enclosure				*
A.100	Floor Plans	*	*	*	*
A.200	Rendered Exterior Elevations	*	*	*	*
A.201	Rendered Exterior Elevations	*	*	*	*
A.202	Exterior Elevations			*	
A.203	Exterior Elevations			*	
A.300	Exterior Renderings	*	*	*	*
A.301	Exterior Renderings	*	*	*	*
A.302	Aerial Rendering	*	*	*	*

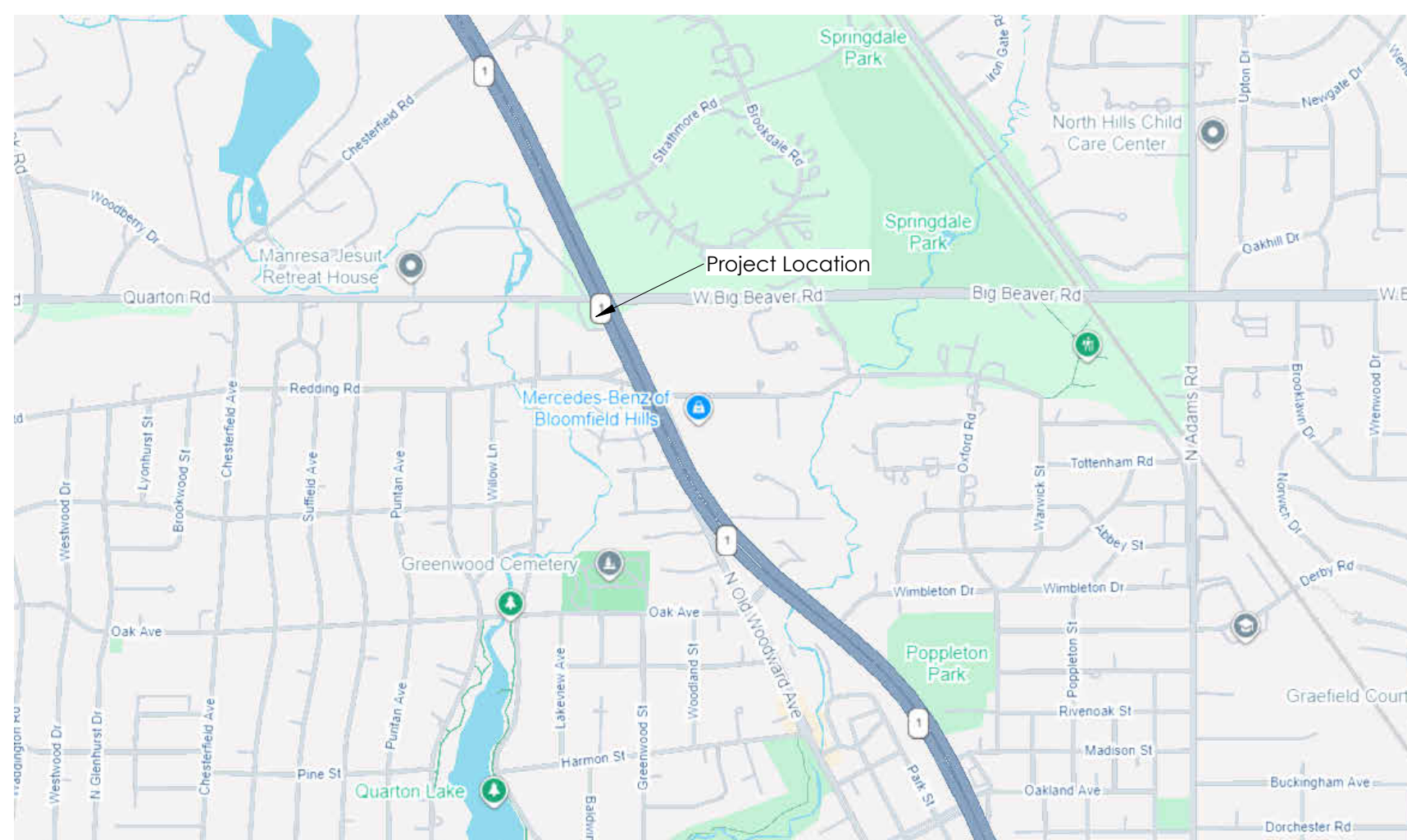


View of front facade from intersection of Woodward Avenue & Quarton Road



Aerial Map

Scale: Not to Scale



Location Map

Scale: Not to Scale

5D

**Krieger
Klatt**
Architects

400 E. Lincoln Ave., Ste. A | Royal Oak, MI 48067
P: 248.414.9270 F: 248.414.9275
www.kriegerklatt.com

Client:

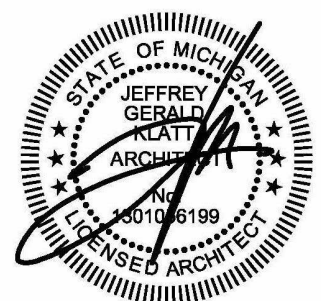
Thurmpire LLC
4421 Parnell Drive,
Clarkston, MI 48346

Project:

InvestWise Financial Office
36999 Woodward Avenue
Birmingham, MI 48009

[illegible]

Seal:



Note:

Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

North Arrow:

Sheet Title:

Cover Sheet

Project Number:

25-092

Sheet Number:

G.001



**Krieger
Klatt**
Architects

400 E. Lincoln Ave., Ste. A | Royal Oak, MI 48067
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www.kriegerklatt.com

Client:

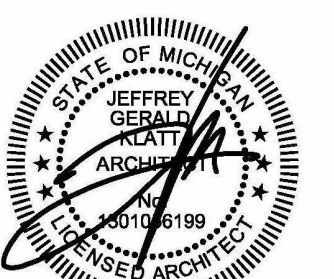
Thurmpire LLC
4421 Parnell Drive,
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Project:

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36999 Woodward Avenue
Birmingham, MI 48009

[illegible]

Seal:



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Verify existing conditions in field.

North Arrow:

Sheet Title:

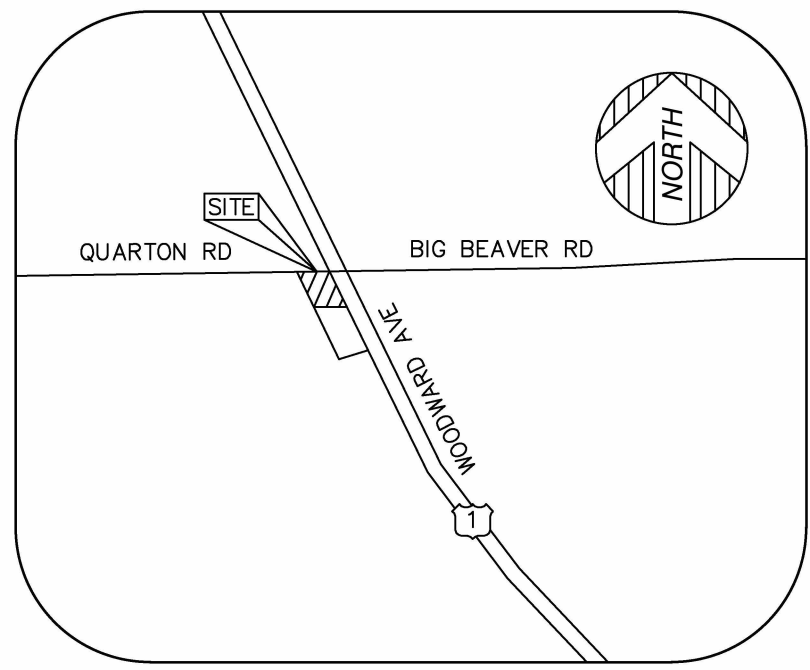
Existing Conditions

Project Number:

25-092

Sheet Number:

G.002



VICINITY MAP
(NOT TO SCALE)

PARKING

NO MARKED PARKING ON SITE.

PARCEL AREA

15,847± SQUARE FEET = 0.36± ACRES

BENCHMARK

SITE BENCHMARK #1 (CITY BM #23)
BRASS DISC IN CONCRETE WALK,
SW CORNER OF WOODWARD AND QUARTON.
ELEVATION = 767.40' (CITY DATUM)

SITE BENCHMARK #2
MAG NAIL IN E. FACE OF UTILITY POLE,
SW CORNER OF SITE.
ELEVATION = 769.94' (CITY DATUM)

BASIS OF BEARING

SOUTH 24°12'50" EAST, BEING THE WESTERLY RIGHT OF
WAY LINE OF WOODWARD, AS PLATTED.

SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY
INFORMATION AND EXISTING PLANS AND DRAWINGS PROVIDED BY VARIOUS
UTILITY COMPANIES AND/OR MUNICIPAL AGENCIES. UNDERGROUND UTILITIES
WHICH ARE LOCATED ON PRIVATE PROPERTY ARE TYPICALLY NOT NOT SHOWN
ON PLANS PROVIDED BY THE UTILITY COMPANIES. THE SURVEYOR MAKES NO
GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH
UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR
FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE
IN THE EXACT LOCATION INDICATED. THE SURVEYOR HAS NOT PHYSICALLY
LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE
INVENTORY SHOWN HEREON.

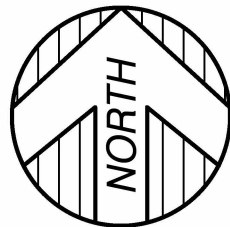
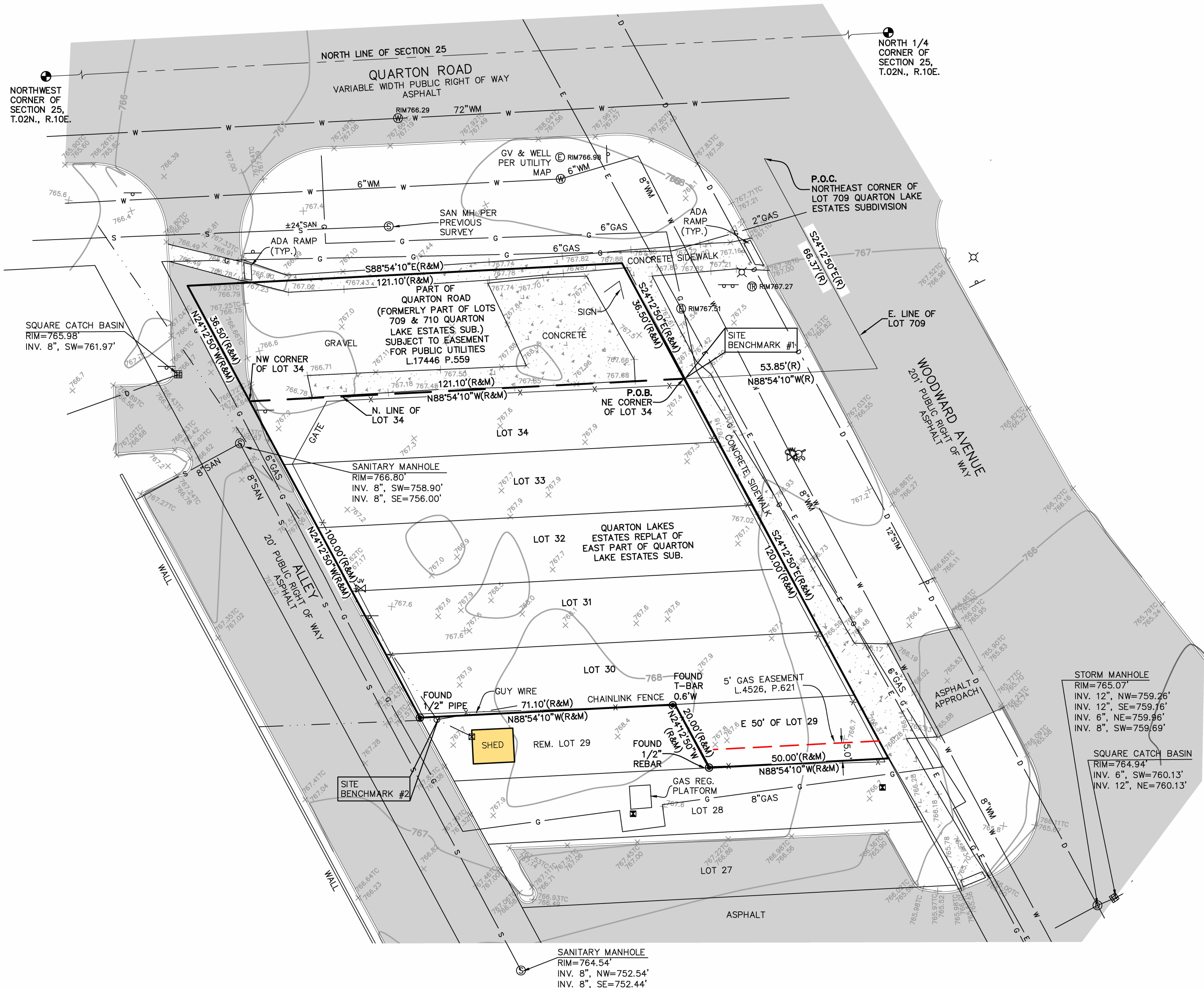
LEGEND

●	FOUND MONUMENT (AS NOTED)
⊙	FOUND SECTION CORNER (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
X 0.00	GROUND ELEVATION
⊙	ELECTRIC MANHOLE
⊙	ELECTRIC METER
⊙	ELECTRIC RISER
⊙	UTILITY POLE
⊙	GAS LINE MARKER
⊙	GAS MANHOLE
⊙	GAS VALVE
⊙	LIGHT POLE WITH STREET LAMP
⊙	TRAFFIC SIGNAL
⊙	TRAFFIC SIGNAL MANHOLE
⊙	SQUARE CATCH BASIN
⊙	SANITARY MANHOLE
⊙	FIRE HYDRANT
⊙	WATER VALVE
⊙	WATER GATE MANHOLE
⊙	SINGLE POST SIGN
⊙	DOUBLE POST SIGN
—	PARCEL BOUNDARY LINE
—	PLATTED LOT LINE
—	SECTION LINE
- - -	EASEMENT (AS NOTED)
—	CONCRETE CURB
—	EDGE OF CONCRETE (CONC.)
—	EDGE OF ASPHALT (ASPH.)
X	FENCE (AS NOTED)
—	WALL (AS NOTED)
—	OVERHEAD UTILITY LINE
E	ELECTRIC LINE
G	GAS LINE
S	SANITARY LINE
D	STORM LINE
W	WATER LINE
—	MINOR CONTOUR LINE
—	MAJOR CONTOUR LINE
■	BUILDING AREA
■	ASPHALT
■	CONCRETE

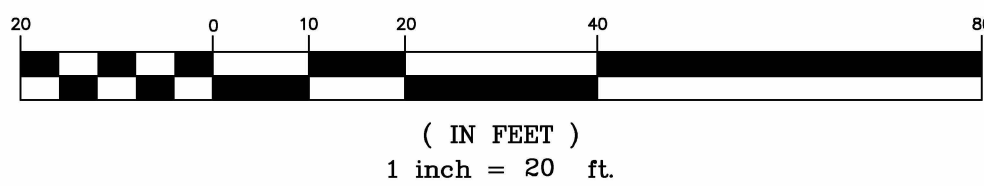
PRIOR TO CONSTRUCTION ALL LOCATIONS AND DEPTHS OF
EXISTING UTILITIES SHALL BE VERIFIED IN THE FIELD. CALL
MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.



Know what's below.
811 before you dig.



GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

PROPERTY DESCRIPTION

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS
FOLLOWS:

THE EAST 50 FEET OF LOT 29 AND ALL OF LOTS 30, 31, 32, 33 AND 34 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, OAKLAND COUNTY RECORDS.

ALSO:
THE FOLLOWING PORTION OF QUARTON ROAD ABUTTING ABOVE PARCEL WHICH
WAS ABANDONED BY THE BOARD OF COUNTY ROAD COMMISSIONERS BY
RESOLUTION RECORDED IN LIBER 17446, PAGE 559, OAKLAND COUNTY
RECORDS: PART OF QUARTON ROAD WHICH WAS FORMERLY PART OF LOTS 709
AND 710 OF QUARTON LAKE ESTATES SUBDIVISION, ACCORDING TO THE PLAT
THEREOF AS RECORDED IN LIBER 14 OF PLATS, PAGES 6, 6A AND 6B,
OAKLAND COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 709; THENCE SOUTH
24 DEGREES 12 MINUTES 50 SECONDS EAST 66.37 FEET ALONG THE EAST LINE
OF SAID LOT 709; THENCE NORTH 88 DEGREES 54 MINUTES 10 SECONDS WEST
53.85 FEET (RECORDED AS 54.30 FEET) TO THE NORTHEAST CORNER OF LOT
34 AND THE POINT OF BEGINNING, SAID LOT 34 BEING LOCATED WITHIN
QUARTON LAKE ESTATES COMPANY REPLAT OF THE EAST PART OF QUARTON
LAKE SUBDIVISION, AS RECORDED IN LIBER 38 OF PLATS, PAGES 24 AND 24A,
OAKLAND COUNTY RECORDS; THENCE CONTINUING NORTH 88 DEGREES 54
MINUTES 10 SECONDS WEST 121.10 FEET ALONG THE NORTH LINE OF SAID LOT
34 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 24 DEGREES 12
MINUTES 50 SECONDS WEST 36.50 FEET ALONG THE NORTHERLY PROLONGATION
OF THE WEST LINE OF SAID LOT 34; THENCE SOUTH 88 DEGREES 54 MINUTES
10 SECONDS EAST 121.10 FEET ALONG A LINE 60.00 FEET SOUTH OF,
MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH, THE NORTH LINE OF
SECTION 25, TOWN 2 NORTH, RANGE 10 WEST, CITY OF BIRMINGHAM, OAKLAND
COUNTY, MICHIGAN; THENCE SOUTH 24 DEGREES 12 MINUTES 50 SECONDS
EAST 36.50 FEET ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE
OF SAID LOT 34 TO THE POINT OF BEGINNING.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE FIRST AMERICAN TITLE
INSURANCE COMPANY COMMITMENT NO. NCS-1262856-MICH, DATED MAY 13,
2025, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER
RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

7. 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 590, PAGE 376,
LIBER 719, PAGE 281 AND LIBER 1173, PAGE 40, LIBER 2409, PAGE 372.
(AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND CONDITIONS)

8. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT
ENTITLED EASEMENT AND RIGHT OF WAY RECORDED AS LIBER 4526, PAGE 621.
(AS SHOWN)

9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED
RESOLUTION FOR ABANDONMENT RECORDED AS LIBER 17446, PAGE 559,
(PORTION OF VACATED QUARTON ROAD SUBJECT TO EASEMENT FOR PUBLIC
UTILITIES, SEE DOCUMENT FOR ADDITIONAL TERMS AND CONDITIONS)

10. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED
CORRECTIVE ACTION NOTICE TO REGISTER OF DEEDS RECORDED AS LIBER
35369, PAGE 396. (AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND
CONDITIONS)

11. NOTICE OF THE VIOLATION OR ENFORCEMENT OF A LAW, ORDINANCE,
PERMIT, OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL
PROTECTION AS DISCLOSED BY THE FOLLOWING DOCUMENT ENTITLED
CORRECTIVE ACTION NOTICE TO REGISTER OF DEEDS, RECORDED AS LIBER
35369, PAGE 396 OF OFFICIAL RECORDS. (AFFECTS ALL LOTS, SEE DOCUMENT
FOR TERMS AND CONDITIONS)

12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED
DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL
CORRECTIVE ACTION RECORDED JUNE 22, 2018 AS LIBER 51931, PAGE 39.
(AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND CONDITIONS)

13. NOTICE OF THE VIOLATION OR ENFORCEMENT OF A LAW, ORDINANCE,
PERMIT, OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL
PROTECTION AS DISCLOSED BY THE FOLLOWING DOCUMENT ENTITLED
DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL
CORRECTIVE ACTION, RECORDED JUNE 22, 2018 AS
LIBER 51931, PAGE 39 OF OFFICIAL RECORDS. (AFFECTS ALL LOTS, SEE
DOCUMENT FOR TERMS AND CONDITIONS)

SURVEYOR'S CERTIFICATION

TO INVESTMENT FINANCIAL LLC, AND FIRST AMERICAN TITLE INSURANCE
COMPANY NATIONAL COMMERCIAL SERVICES:

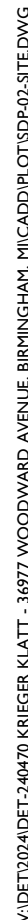
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT
IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD
DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY
ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 5
7A, 8, AND 9 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON
07/08/25.

DATE OF PLAT OR MAP: 07/09/25

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kemttec-survey.com

DATE	BY	REVISION	DESCRIPTION
07/08/25	ROM		
07/09/25	ATS		
JULY 09, 2025		1	REVISION
25-01192			
SCALE	1" = 20'		



(I) BUILDING FACADE SHALL BE BUILT TO WITHIN 5 FEET OF THE FRONT LOT LINE FOR A MINIMUM OF 75% OF THE STREET FRONTAGE LENGTH : $(156.50 \text{ FT})(0.75) = 117.4 \text{ FT}$

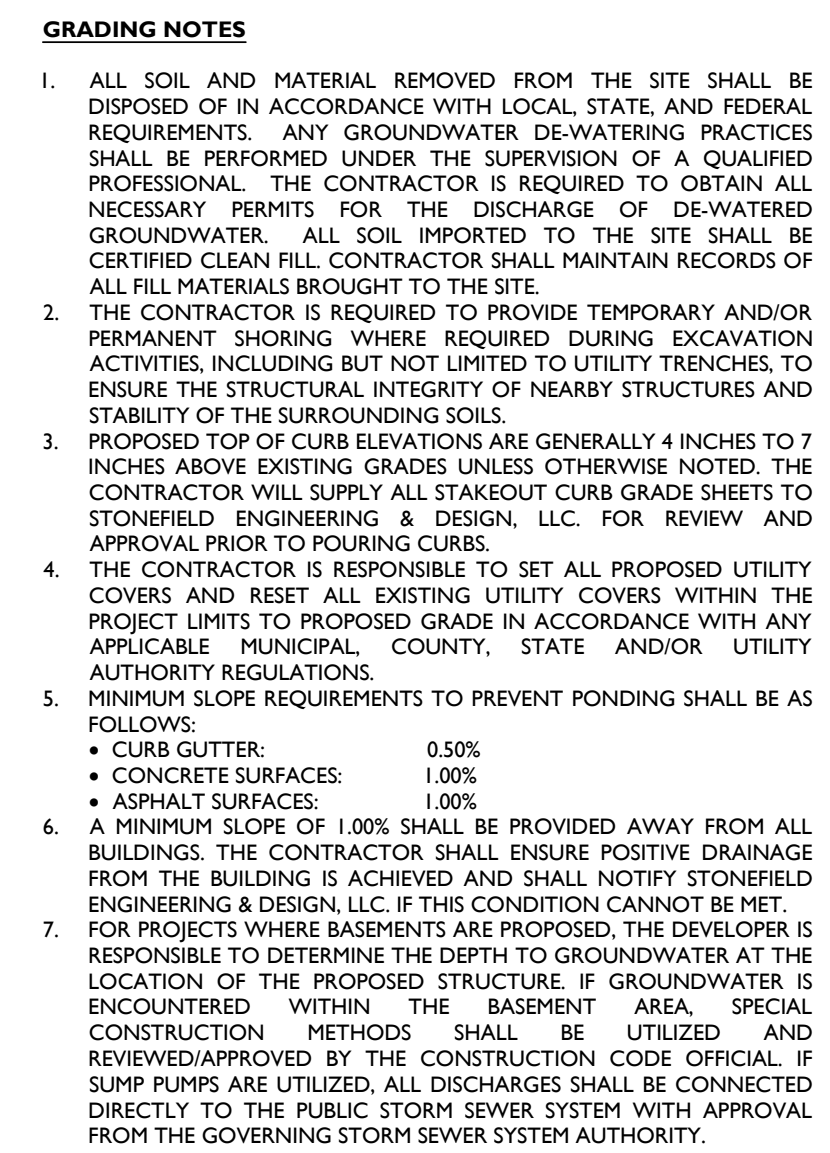
	PROPERTY LINE
	SETBACK LINE
	PROPOSED CURB & GUTTER
	PROPOSED FLUSH CURB
	PROPOSED SIGNS / BOLLARDS
	PROPOSED BUILDING
	PROPOSED CONCRETE
	PROPOSED ASPHALT
	PROPOSED SCREENING WALL
	PROPOSED BUILDING DOORS

20' 0' 20' 40'



GRAPHIC SCALE IN FEET
1" = 20'

C-2



20' 0' 20' 40'

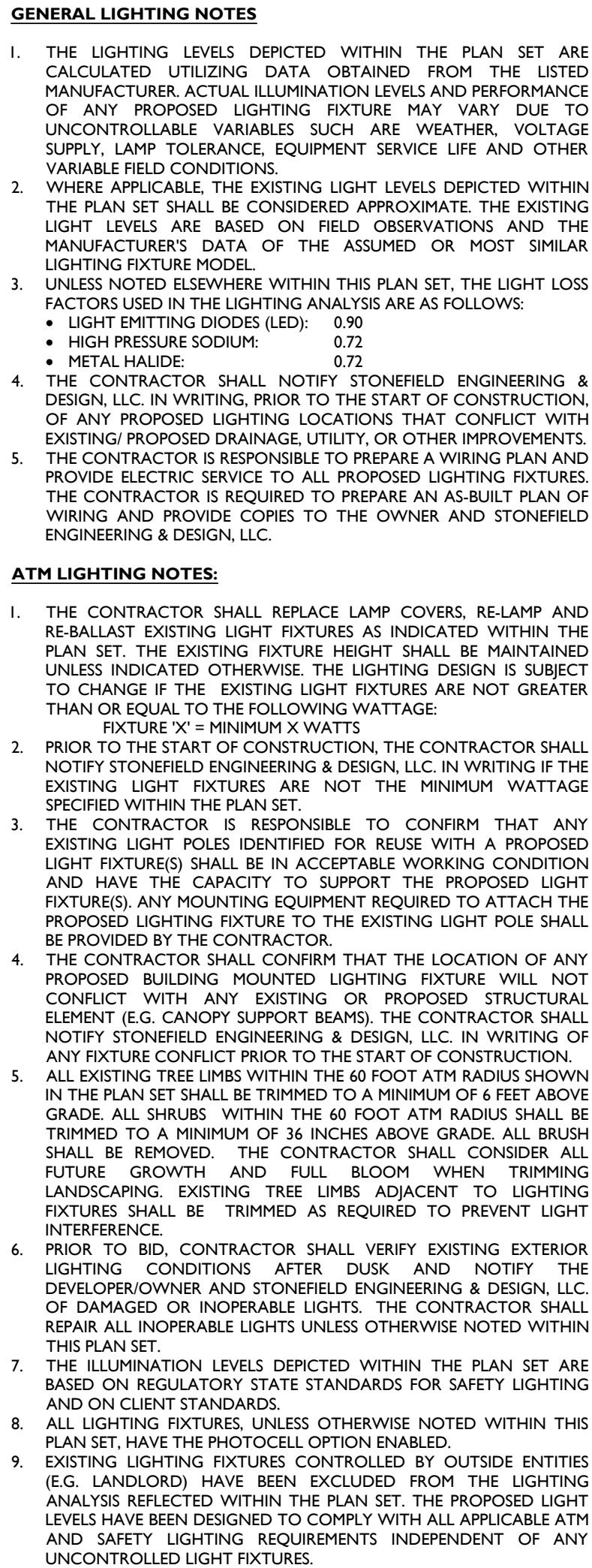


GRAPHIC SCALE IN FEET
1" = 20'

C-3

LIGHTING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§ 4.21.E.1	PROPERTY LINE MAXIMUM: 0.6 FC ABUTTING SINGLE FAMILY RESIDENTIAL 1.5 FC ABUTTING ANY OTHER ZONE	N/A 1.5 FC
§ 4.21.F.1	MAXIMUM POLE HEIGHT: 13 FT WHEN ABUTTING RESIDENTIAL 16 FT WHEN ABUTTING RESIDENTIAL	N/A 16 FC
§ 4.21.F.2	PARKING CIRCULATION AREAS: 0.2 FC MINIMUM; 20:1 MAXIMUM TO MINIMUM RATIO	18.8:1

<u>SYMBOL</u>	<u>DESCRIPTION</u>
A (XX')	PROPOSED LIGHTING FIXTURE (MOUNTING HEIGHT)
X.X	PROPOSED LIGHTING INTENSITY (FOOTCANDLES)
	PROPOSED AREA LIGHT
	PROPOSED BUILDING MOUNTED LIGHT



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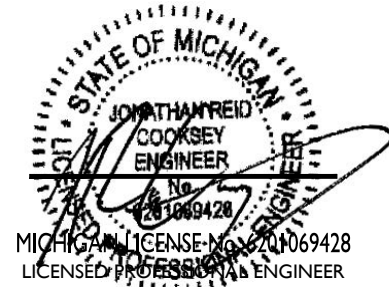
SITE DEVELOPMENT PLANS

36977 WOODWARD AVE.

PROPOSED OFFICE BUILDING

PROPOSED OFFICE BUILDING

PARCEL ID: 1925101006
36977 WOODWARD AVENUE
CITY OF BIRMINGHAM
OAKLAND COUNTY, MI 48009



STONEFIELD
engineering & design

SCALE:	1" = 20'	PROJECT ID: DET-240470
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TITLE:

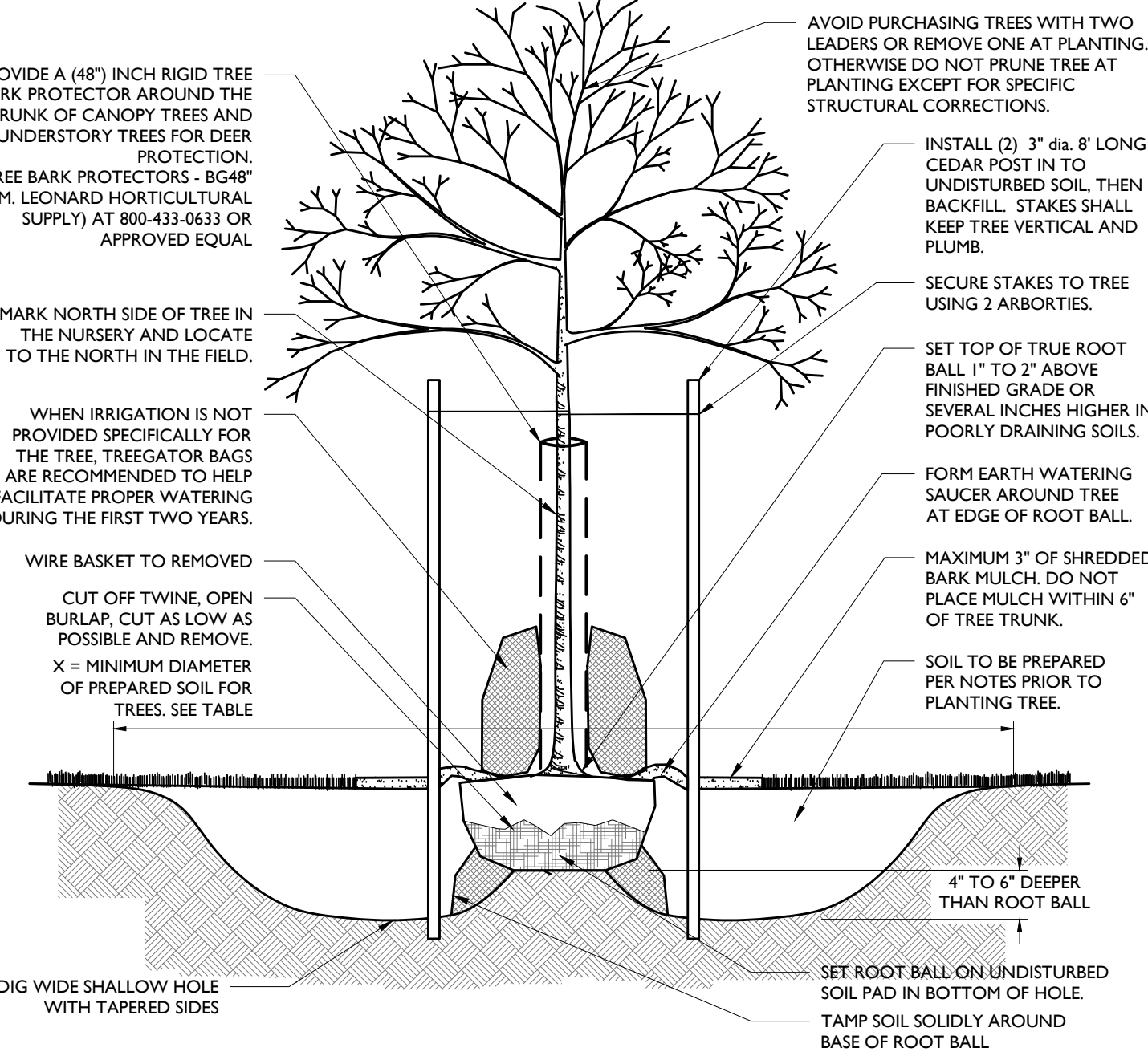
LIGHTING PLAN

DRAWING:

C-4

NOTES:

- FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL, THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
- THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
- SOIL AMENDMENTS:
 - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
 - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX

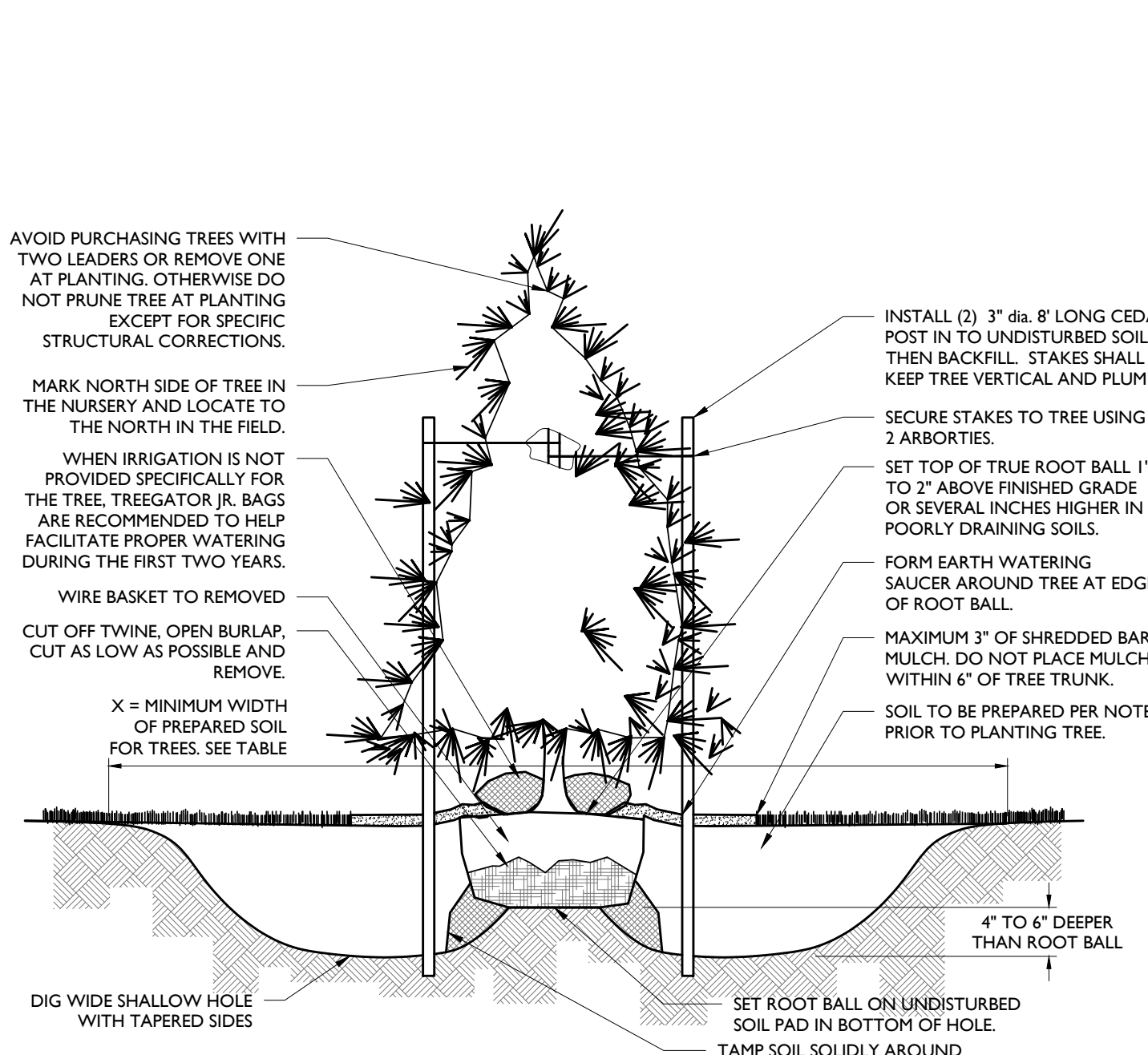


DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

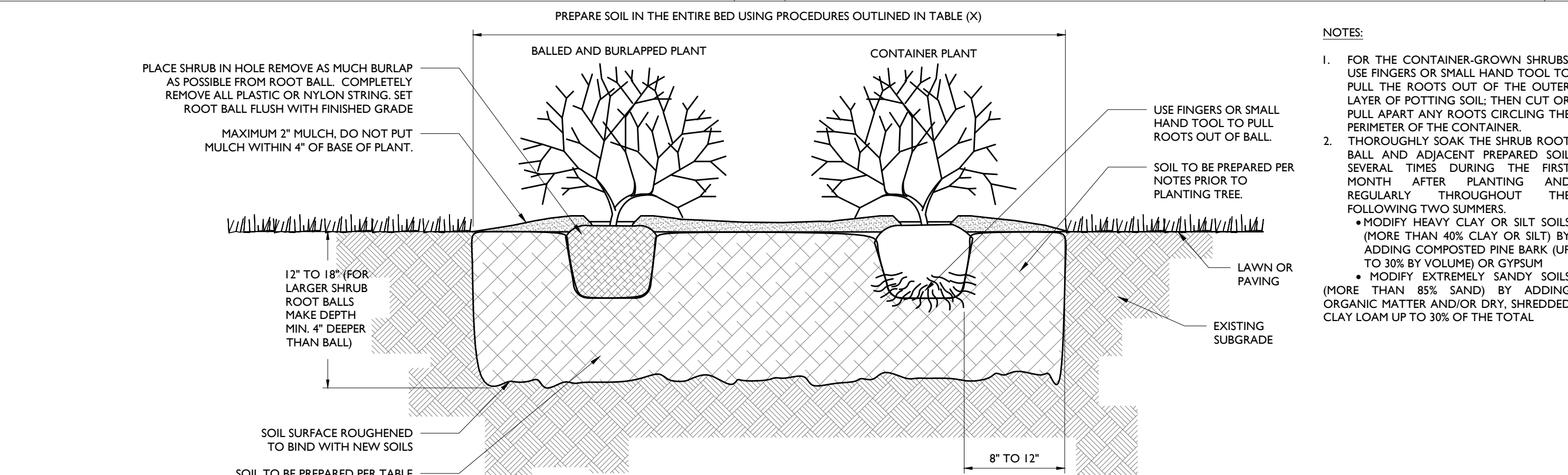
NOTES:

- FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL, THEN CUT OR PULL APART ANY ROOTS CIRCLING THE PERIMETER OF THE CONTAINER.
- THOROUGHLY SOAK THE TREE ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
- SOIL AMENDMENTS:
 - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
 - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX



CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

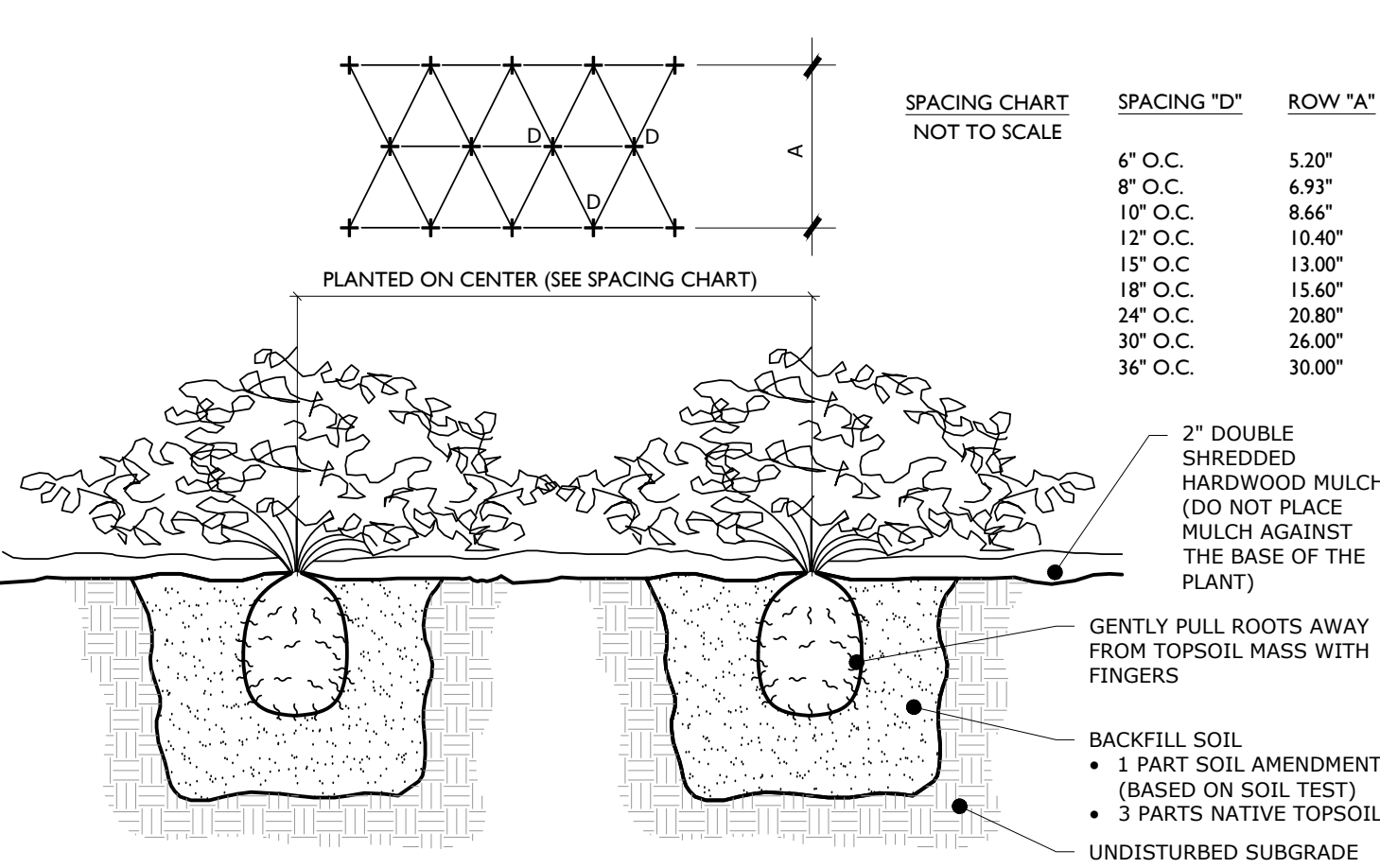


DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

NOT TO SCALE

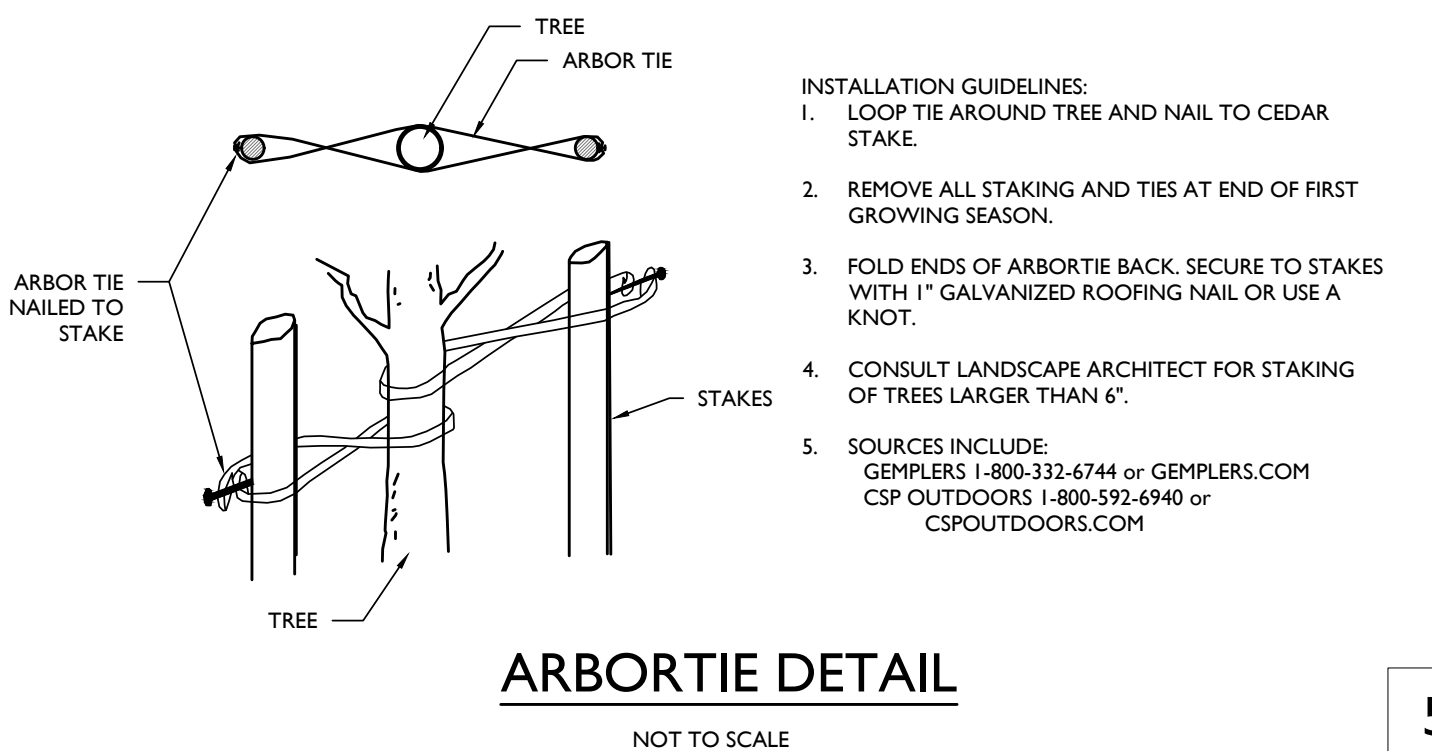
NOTES:

- THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING AND REGULARLY THROUGHOUT THE FOLLOWING TWO SUMMERS.
- SOIL AMENDMENTS:
 - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM
 - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85% SAND) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX
- ALL GROUND COVER AREAS SHALL BE TREATED WITH A PRE-EMERGENT PER MANUFACTURER'S SPECIFICATIONS



GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE



ARBORTIE DETAIL

NOT TO SCALE

GENERAL LANDSCAPING NOTES:

- THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS, APPROVED OR FINAL DRAWINGS, AND INSTRUCTIONS PROVIDED BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIALS, OR OWNER/OWNER'S REPRESENTATIVE. ALL WORK COMPLETED AND MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH THE INTENTION OF THE SPECIFICATIONS, DRAWINGS, AND INSTRUCTIONS AND EXECUTED WITH THE STANDARD LEVEL OF CARE FOR THE LANDSCAPE INDUSTRY.
- WORK MUST BE CARRIED OUT ONLY DURING WEATHER CONDITIONS FAVORABLE TO LANDSCAPE CONSTRUCTION AND TO THE HEALTH AND WELFARE OF PLANTS. THE SUITABILITY OF SUCH WEATHER CONDITIONS SHALL BE DETERMINED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, BEFORE ORDERING OR PURCHASING MATERIALS, TO PROVIDE SAMPLES OF THOSE MATERIALS TO THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL FOR APPROVAL, IF SO REQUESTED.
- IF SAMPLES ARE REQUESTED, THE LANDSCAPE CONTRACTOR IS TO SUBMIT CERTIFICATION TAGS FROM TREES, SHRUBS AND SEED VERIFYING TYPE AND PURITY.
- UNLESS OTHERWISE AUTHORIZED BY THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL, THE LANDSCAPE CONTRACTOR SHALL PROVIDE NOTICE AT LEAST FORTY-EIGHT HOURS (48 HRS) IN ADVANCE OF THE ANTICIPATED DELIVERY DATE OF ANY PLANT MATERIALS TO THE PROJECT SITE. A LEGIBLE COPY OF THE INVOICE, SHOWING VARIETIES AND SIZES OF MATERIALS INCLUDED FOR EACH SHIPMENT SHALL BE FURNISHED TO THE PROJECT LANDSCAPE DESIGNER, OR GOVERNING MUNICIPAL OFFICIAL.
- THE PROJECT LANDSCAPE DESIGNER OR GOVERNING MUNICIPAL OFFICIAL RESERVES THE RIGHT TO INSPECT AND REJECT PLANTS AT ANY TIME AND AT ANY PLACE.

PROTECTION OF EXISTING VEGETATION NOTES:

- BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION ACTIVITIES MUST BE PROTECTED FROM DAMAGE BY THE INSTALLATION OF TREE PROTECTION FENCING. FENCING SHALL BE LOCATED AT THE DRIPLINE OR LIMIT OF DISTURBANCE AS DEPICTED WITHIN THE APPROVED OR FINAL PLAN SET, ESTABLISHING THE TREE PROTECTION ZONE. FENCE INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE PROTECTION FENCE DETAIL". NO WORK MAY BEGIN UNTIL THIS REQUIREMENT IS FULFILLED. THE FENCING SHALL BE INSPECTED REGULARLY BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
- IN ORDER TO AVOID DAMAGE TO ROOTS, BARK OR LOWER BRANCHES, NO VEHICLE, EQUIPMENT, DEBRIS, OR OTHER MATERIALS SHALL BE DRIVEN, PARKED OR PLACED WITHIN THE TREE PROTECTION ZONE. ALL ON-SITE CONTRACTORS SHALL USE ANY AND ALL PRECAUTIONARY MEASURES WHEN PERFORMING WORK AROUND TREES, WALKS, PAVEMENTS, UTILITIES, AND ANY OTHER FEATURES EITHER EXISTING OR PREVIOUSLY INSTALLED UNDER THIS CONTRACT.
- IN RARE INSTANCES WHERE EXCAVATING, FILL, OR GRADING IS REQUIRED WITHIN THE DRIPLINE OF TREES TO REMAIN, THE WORK SHALL BE PERFORMED AS FOLLOWS:
 - TRENCHING: WHEN TRENCHING OCCURS AROUND TREES TO REMAIN, THE TREE ROOTS SHALL NOT BE CUT, BUT THE TRENCH SHALL BE TUNNELED UNDER OR AROUND THE ROOTS BY CAREFUL HAND DIGGING AND WITHOUT INJURY TO THE ROOTS. NO ROOTS, LIMBS, OR WOODS ARE TO HAVE ANY PAINT OR MATERIAL APPLIED TO ANY SURFACE.
 - RAISING GRADES: WHEN THE GRADE AT AN EXISTING TREE IS BELOW THE NEW FINISHED GRADE, AND FILL NOT EXCEEDING 6 INCHES (6") IS REQUIRED, CLEAN, WASHED GRAVEL FROM ONE TO TWO INCHES (1" - 2") IN SIZE SHALL BE PLACED DIRECTLY AROUND THE TREE TRUNK. THE GRAVEL SHALL EXTEND OUT FROM THE TRUNK ON ALL SIDES A MINIMUM OF 18 INCHES (18"). FINISH APPROXIMATELY TWO INCHES (2") ABOVE THE FINISHED GRADE AT TREE. INSTALLED GRAVEL BEFORE ANY EARTH FILL IS PLACED. NEW EARTH FILL SHALL NOT BE LEFT IN CONTACT WITH THE TRUNK OF ANY TREE REQUIRING FILL. WHERE FILL EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID TREE WELL SHALL BE CONSTRUCTED. IF APPLICABLE, TREE WELL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE WELL DETAIL".
 - LOWERING GRADES: EXISTING TREES LOCATED IN AREAS WHERE THE NEW FINISHED GRADE IS TO BE LOWERED, SHALL HAVE RE-GRADING WORK DONE BY HAND TO THE INDICATED ELEVATION, NO GREATER THAN SIX INCHES (6"). ROOTS SHALL BE CUT CLEANLY THREE INCHES (3") BELOW FINISHED GRADE UNDER THE DIRECTION OF A LICENSED ARBORIST. WHERE CUT EXCEEDING 6 INCHES (6") IS REQUIRED, A DRY LAID RETAINING WALL SHALL BE CONSTRUCTED. IF APPLICABLE, THE RETAINING WALL INSTALLATION SHALL BE IN ACCORDANCE WITH THE PROVIDED "TREE RETAINING WALL DETAIL".

SOIL PREPARATION AND MULCH NOTES:

- LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY PRIOR TO PLANTING. LANDSCAPE CONTRACTOR SHALL ALLOW FOR A TWO WEEK TURNAROUND TIME FROM SUBMITTAL OF SAMPLE TO NOTIFICATION OF RESULTS.
- BASED ON SOIL TEST RESULTS, ADJUST THE RATES OF LIME AND FERTILIZER THAT SHALL BE MIXED INTO THE TOP SIX INCHES (6") OF TOPSOIL. THE LIME AND FERTILIZER RATES PROVIDED WITHIN THE "SEED SPECIFICATION" OR "SOD SPECIFICATION" IS APPROXIMATE AND FOR BIDDING PURPOSES ONLY. IF ADDITIONAL AMENDMENTS ARE NECESSARY, ADJUST THE TOPSOIL AS FOLLOWS:
 - MODIFY HEAVY CLAY OR SILT SOILS (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) OR GYPSUM.
 - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.
- TOPSOIL SHALL BE FERTILE, FRIABLE, NATURAL TOPSOIL OF LOAMING CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL, OBTAINED FROM A WELL-DRAINABLE OR AREAL SITE, FREE FROM ALL CLAY, LUMPS, COARSE SAND, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIAL, GREATER THAN ONE INCH (1"). TOPSOIL SHALL HAVE A PH RANGE OF 5.0-7.0 AND SHALL NOT CONTAIN LESS THAN 6% ORGANIC MATTER BY WEIGHT.
- OBTAIN TOPSOIL ONLY FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT THE PROJECT SITE.
- CONTRACTOR SHALL PROVIDE A SIX INCH (6") DEEP LAYER OF TOPSOIL IN ALL PLANTING AREAS. TOPSOIL SHALL BE SPREAD OVER A PREPARED SURFACE IN A UNIFORM LAYER TO ACHIEVE THE DESIRED COMPACTED THICKNESS. THE SPREADING OF TOPSOIL SHALL NOT BE CONDUCTED UNDER MUDDY OR FROZEN SOIL CONDITIONS.
- UNLESS OTHERWISE NOTED IN THE CONTRACT, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF TOPSOIL AND THE ESTABLISHMENT OF FINE GRADING WITHIN THE DISTURBED AREA OF THE SITE.
- LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE SUB-GRADE ELEVATION MEETS THE FINISHED GRADE ELEVATION (LESS THE REQUIRED TOPSOIL), IN ACCORDANCE WITH THE APPROVED OR FINAL GRADING PLAN.
- ALL LAWN AND PLANTING AREAS SHALL BE GRADED TO A SMOOTH, EVEN AND UNIFORM PLANE WITH NO ABRUPT CHANGE OF SURFACE AS DEPICTED WITHIN THE APPROVED OR FINAL CONSTRUCTION SET UNLESS OTHERWISE DIRECTED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SURFACE AND SUBSURFACE PLANT BED DRAINAGE PRIOR TO THE INSTALLATION OF PLANTINGS. IF POOR DRAINAGE CONDITIONS EXIST, CORRECTIVE ACTION SHALL BE TAKEN PRIOR TO INSTALLATION. ALL PLANTING AND LAWN AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW A FREE FLOW OF SURFACE WATER.
- DOUBLE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL, SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN ALL SHRUB PLANTING BEDS AND AROUND ALL TREES PLANTED BY LANDSCAPE CONTRACTOR, GROUND COVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE MULCHED WITH A TWO INCH (2") TOP DRESSING. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO AVOID CONTACT WITH TRUNK OR PLANT STEM. MULCH SHALL BE OF SUFFICIENT CHARACTER AS NOT TO BE EASILY DISPLACED BY WIND OR WATER RUNOFF.
- WHENEVER POSSIBLE, THE SOIL PREPARATION AREA SHALL BE CONNECTED FROM PLANTING TO PLANTING.
- SOIL SHALL BE LOOSENED WITH A BACKHOE OR OTHER LARGE COARSE-TILING EQUIPMENT UNLESS THE SOIL IS FROZEN OR EXCESSIVELY WET. TILING THAT PRODUCES LARGE, COARSE CHUNKS OF SOIL IS PREFERABLE TO TILING THAT RESULTS IN FINE GRAINS UNIFORM IN TEXTURE. AFTER THE AREA IS LOOSENED IT SHALL NOT BE DRIVEN OVER BY ANY VEHICLE.
- APPLY PRE-EMERGENT WEED CONTROL TO ALL PLANT BEDS PRIOR TO MULCHING. ENSURE COMPATIBILITY BETWEEN PRODUCT AND PLANT MATERIAL.
- ALL PLANTING SOIL SHALL BE AMENDED WITH THE FOLLOWING:

- MYCRO® TREE SAVER - A DRY GRANULAR MYCORRHIZAL FUNGI INOCULANT THAT IS MIXED IN THE BACKFILL WHEN PLANTING TREES AND SHRUBS. IT CONTAINS SPORES OF BOTH ECTOMYCORRHIZAL AND VA MYCORRHIZAL FUNGI (VAM), BENEFICIAL RHIZOSPHERE BACTERIA, TERRA-SORB SUPERABSORBENT HYDROGEL TO REDUCE WATER LEACHING, AND SELECTED ORGANIC MICROBIAL NUTRIENTS.
- DIRECTIONS FOR USE: USE 3-OZ PER EACH FOOT DIAMETER OF THE ROOT BALL, OR 3-OZ PER INCH CALIPER, MIX INTO THE BACKFILL WHEN TRANSPLANTING TREES AND SHRUBS. MIX PRODUCT IN A RING-SHAPED VOLUME OF SOIL AROUND THE UPPER PORTION OF THE ROOT BALL, EXTENDING FROM THE SOIL SURFACE TO A DEPTH OF ABOUT 8 INCHES, AND EXTENDING OUT FROM THE ROOT BALL ABOUT 8 INCHES INTO THE BACKFILL. ADD WATER TO SOIL SATURATION.
 - MYCRO® TREE SAVER IS EFFECTIVE FOR ALL TREE AND SHRUB SPECIES EXCEPT RHODODENDRONS, AZALEAS, AND MOUNTAIN LAUREL, WHICH REQUIRE ERICOID MYCORRHIZAE.
 - SOIL PH: THE FUNGI IN THIS PRODUCT WERE CHOSEN BASED ON THEIR ABILITY TO SURVIVE AND COLONIZE PLANT ROOTS IN A PH RANGE OF 3 TO 9.
 - FUNGICIDES: THE USE OF CERTAIN FUNGICIDES CAN HAVE A DETRIMENTAL EFFECT ON THE INOCULATION PROGRAM. SOIL APPLICATION OF ANY FUNGICIDE IS NOT RECOMMENDED FOR TWO WEEKS AFTER APPLICATION.
 - OTHER PESTICIDES: HERBICIDES AND INSECTICIDES DO NOT NORMALLY INTERFERE WITH MYCORRHIZAL FUNGAL DEVELOPMENT, BUT MAY INHIBIT THE GROWTH OF SOME TREE AND SHRUB SPECIES IF NOT USED PROPERLY.

HEALTHY START MACRO TABS 12-8-8

- FERTILIZER TABLETS ARE PLACED IN THE UPPER 4 INCHES OF BACKFILL SOIL WHEN PLANTING TREES AND SHRUBS.
- TABLETS ARE FORMULATED FOR LOW-NITROGEN RELEASE RATE AND LAST UP TO 2 YEARS AFTER APPLICATION. TABLETS CONTAIN 12-8-8 NPK FERTILIZER, AS WELL AS A MINIMUM OF SEVEN PERCENT (7%) HUMIC ACID BY WEIGHT, MICROBIAL NUTRIENTS DERIVED FROM SEA KELP, PROTEIN BYPRODUCTS, AND YUCCA SCHIDIGERA, AND A COMPONENT OF BENEFICIAL RHIZOSPHERE BACTERIA. THE STANDARD 21 GRAM TABLET IS SPECIFIED HERE. DIRECTIONS FOR USE: FOR PLANTING BALLED & BURLAPPED (BBB) TREES AND SHRUBS, MEASURE THE THICKNESS OF THE TRUNK, AND USE ABOUT 1 TABLET (21-G) PER HALF-INCH. PLACE THE TABLETS DIRECTLY NEXT TO THE ROOT BALL, EVENLY DISTRIBUTED AROUND ITS PERIMETER, AT A DEPTH OF ABOUT 4 INCHES.

IRRIGATION DURING ESTABLISHMENT

SIZE AT PLANTING	IRRIGATION FOR VITALITY	IRRIGATION FOR SURVIVAL
< 2" CALIPER	DAILY FOR TWO WEEKS, EVERY OTHER DAY FOR TWO MONTHS, WEEKLY UNTIL ESTABLISHED	TWO TO THREE TIMES WEEKLY FOR TWO TO THREE MONTHS
2"-4 CALIPER	DAILY FOR ONE MONTH, EVERY OTHER DAY FOR THREE MONTHS, WEEKLY UNTIL ESTABLISHED	TWO TO THREE TIMES WEEKLY FOR THREE TO FOUR MONTHS
4" > CALIPER	DAILY FOR SIX WEEKS, EVERY OTHER DAY FOR FIVE MONTHS, WEEKLY UNTIL ESTABLISHED	TWICE WEEKLY FOR FOUR TO FIVE MONTHS

TABLE NOTES:

- AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE. APPLY IT IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL, DO NOT WATER IF ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.
- WHEN IRRIGATING FOR VITALITY, DELETE DAILY IRRIGATION WHEN PLANTING IN WINTER OR WHEN PLANTING IN COOL CLIMATES. ESTABLISHMENT TAKES THREE TO FOUR MONTHS PER INCH TRUNK CALIPER, NEVER APPLY IRRIGATION IF THE SOIL IS SATURATED.
- WHEN IRRIGATION FOR SURVIVAL, TREES TAKE MUCH LONGER TO ESTABLISH THAN REGULARLY IRRIGATED TREES. IRRIGATION MAY BE REQUIRED IN THE NORMAL HOT, DRY PORTIONS OF THE FOLLOWING YEAR.

PLANT QUALITY AND HANDLING NOTES:

- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION AS PUBLISHED BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
- IN ALL CASES, BOTANICAL NAMES LISTED WITHIN THE APPROVED OR FINAL PLANT LIST SHALL TAKE PRECEDENCE OVER COMMON NAMES.
- ALL PLANTS SHALL BE OF SELECTED SPECIMEN QUALITY, EXCEPTIONALLY HEAVY, TIGHTLY KNIT, SO TRAINED OR FAVORED IN THEIR DEVELOPMENT AND APPEARANCE AS TO BE SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL HAVE A NORMAL HABIT OR SOUND, HEALTHY, VIGOROUS PLANTS WITH WELL DEVELOPED ROOT SYSTEM. PLANTS SHALL BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE.
- PLANTS SHALL NOT BE PRUNED BEFORE DELIVERY. TREES WITH ABRASION OF THE BARK, SUNSCALDS, DISFIGURING KNOTS OR FRESH CUTS OF LIMBS OVER ONE AND ONE-FOURTH INCHES (1-1/4") WHICH HAVE NOT COMPLETELY CALLOUSED SHALL BE REJECTED.
- ALL PLANTS SHALL BE TYPICAL OF THEIR SPECIES OR VARIETY AND SHALL HAVE A NORMAL HABIT OF GROWTH AND BE LEGIBLY TAGGED WITH THE PROPER NAME AND SIZE.
- THE ROOT SYSTEM OF EACH PLANT SHALL BE WELL PROVIDED WITH FIBROUS ROOTS. ALL PARTS SHALL BE SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND DENSELY FOLIATED WHEN IN LEAF.
- ALL PLANTS DESIGNATED BALL AND BURLAP (BB&B) MUST BE MOVED WITH THE ROOT SYSTEM AS SOLID UNITS WITH BALLS OF EARTH FIRMLY WRAPPED WITH BURLAP. THE DIAMETER AND DEPTH OF THE BALLS OF EARTH MUST BE SUFFICIENT TO ENCOMPASS THE FIBROUS ROOT FEEDING SYSTEMS NECESSARY FOR THE HEALTHY DEVELOPMENT OF THE PLANT. NO PLANT SHALL BE ACCEPTED WHEN THE BALL OF EARTH SURROUNDING ITS ROOTS HAS BEEN BADLY CRACKED OR BROKEN PREPARATORY TO OR DURING THE PROCESS OF PLANTING. THE BALLS SHALL REMAIN INTACT DURING ALL OPERATIONS. ALL PLANTS THAT CANNOT BE PLANTED AT ONCE MUST BE HEeled-IN BY SETTING IN THE GROUND AND COVERING THE BALLS WITH SOIL OR MULCH AND THEN WATERING. HEMP BURLAP AND TWINE IS PREFERABLE TO TREATED. IF TREATED BURLAP IS USED, ALL TWINE IS TO BE CUT FROM AROUND THE TRUNK AND ALL BURLAP IS TO BE REMOVED.
- PLANTS TRANSPORTED TO THE PROJECT IN OPEN VEHICLES SHALL BE COVERED WITH TARPS OR OTHER SUITABLE COVERS SECURELY FASTENED TO THE BODY OF THE VEHICLE TO PREVENT INJURY TO THE PLANTS. CLOSED VEHICLES SHALL BE ADEQUATELY VENTILATED TO PREVENT OVERHEATING OF THE PLANTS. EVIDENCE OF INADEQUATE PROTECTION FOLLOWING DIGGING, CARELESSNESS WHILE IN TRANSIT, OR IMPROPER HANDLING OR STORAGE SHALL BE CAUSE FOR REJECTION OF PLANT MATERIAL. ALL PLANTS SHALL BE KEPT MOIST, FRESH, AND PROTECTED. SUCH PROTECTION SHALL ENCOMPASS THE ENTIRE PERIOD DURING WHICH THE PLANTS ARE IN TRANSIT, BEING HANDLED, OR ARE IN TEMPORARY STORAGE.
- ALL PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING LANDSCAPE PLAN AND PLANTING
- LANDSCAPE CONTRACTOR SHALL MAKE BEST EFFORT TO INSTALL PLANTINGS ON THE SAME DAY AS DELIVERY. IF PLANTS ARE NOT PLANTED IMMEDIATELY ON SITE, PROPER CARE SHALL BE TAKEN TO PLACE THE PLANTINGS IN PARTIAL SHADE WHEN POSSIBLE. THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIME AND COVERED WITH MOISTENED MULCH OR AGED WOODCHIPS. ENDOLE IRRIGATION SHALL BE SUPPLIED SO AS TO NOT ALLOW THE ROOT BALL TO DRY OUT. PLANTINGS SHALL BE UNTIED AND PROPER SPACING SHALL BE ALLOTTED FOR AIR CIRCULATION AND TO PREVENT DISEASE, WILTING, AND LEAF LOSS. PLANTS THAT REMAIN UNPLANTED FOR A PERIOD OF TIME GREATER THAN THREE (3) DAYS SHALL BE HEaled IN WITH TOPSOIL OR MULCH AND WATERED AS REQUIRED TO PRESERVE ROOT MOISTURE.
- NO PLANT MATERIAL SHALL BE PLANTED IN MUDDY OR FROZEN SOIL.
- PLANTS WITH INJURED ROOTS OR BRANCHES SHALL BE PRUNED PRIOR TO PLANTING UTILIZING CLEAN, SHARP TOOLS. ONLY DISEASED OR INJURED PLANTS SHALL BE REMOVED.
- IF ROCK OR OTHER UNDERGROUND OBSTRUCTION IS ENCOUNTERED, THE LANDSCAPE DESIGNER RESERVES THE RIGHT TO REQUEST AN EXCAVATION OR ENCASE PLANTING FROM THE OBSTRUCTION.
- IF PLANTS ARE PROPOSED WITHIN SIGHT TRIANGLES, TREES SHALL BE LIMBED AND MAINTAINED TO A HEIGHT OF EIGHT FEET (8') ABOVE GRADE, AND SHRUBS, GROUND COVER, PERENNIALS, AND ANNUALS SHALL BE MAINTAINED TO A HEIGHT NOT TO EXCEED TWO FEET (2') ABOVE GRADE UNLESS OTHERWISE NOTED OR SPECIFIED BY THE GOVERNING MUNICIPALITY OR AGENCY.
- INSTALLATION SHALL OCCUR DURING THE FOLLOWING SEASONS:
 - PLANTS (MARCH 15 - DECEMBER 15)
 - LAWNS (MARCH 15 - JUNE 15 OR SEPTEMBER 1 - DECEMBER 1)
- THE FOLLOWING TREES ARE SUSCEPTIBLE TO TRANSPORT SHOCK AND SHALL NOT BE PLANTED DURING THE FALL SEASON (STARTING SEPTEMBER 15):
 - ABIES CONCOLOR
 - ACER BUCKERIANUM
 - ACER FREEMANTII
 - ACER RUBRUM
 - ACER SACCHARINUM
 - BETULA VARIETIES
 - CARPINUS VARIETIES
 - CEDRUS DEODARA
 - CELTIS VARIETIES
 - CERIDOPHYLLUM VARIETIES
 - CEVICUS CANADENSIS
 - CORNUS VARIETIES
 - CORNAEGUS VARIETIES
 - CORNUS VARIETIES
 - CRATAEGUS VARIETIES
 - CUPRESSOCYPRUS LEYLANDII
 - FAGUS VARIETIES
 - HALESIA VARIETIES
 - ILEX X FOSTERI
 - ILEX NELLE STEVENS
 - LIQUIDAMBAR VARIETIES
 - JUNIPERUS VIRGINIANA
 - KOELERUTERA PANICULATA
 - LYCIVAMBAR VARIETIES
 - LIRODENDRON VARIETIES
 - MALLUS IN LEAF
 - NYSSA SYLVATICA
 - OSTRYA VIRGINIANA
 - PINUS NIGRA
 - PLATANUS VARIETIES
 - POPULUS VARIETIES
 - PRUNUS VARIETIES
 - PYRUS VARIETIES
 - QUERCUS VARIETIES (NOT Q. PALUSTRIS)
 - SALIX WEEPING VARIETIES
 - SORBUS VARIETIES
 - TAXODIUM VARIETIES
 - TAXUS S REPANDENS
 - TILIA TOMENTOSA VARIETIES
 - ULMUS PARVIFOLIA VARIETIES
 - ZELKOVA VARIETIES

- IF A PROPOSED PLANT IS UNATTAINABLE OR ON THE FALL DIGGING HAZARD LIST, AN EQUIVALENT SPECIES OF THE SAME SIZE MAY BE REQUESTED FOR SUBSTITUTION OF THE ORIGINAL PLANT. ALL SUBSTITUTIONS SHALL BE APPROVED BY THE PROJECT LANDSCAPE DESIGNER OR MUNICIPAL OFFICIAL PRIOR TO ORDERING AND INSTALLATION.
- DURING THE COURSE OF CONSTRUCTION/PLANT INSTALLATION, EXCESS AND WASTE MATERIALS SHALL BE CONTINUOUSLY AND PROMPTLY REMOVED AT THE END OF EACH WORK DAY. ALL DEBRIS, MATERIALS, AND TOOLS SHALL BE PROPERLY STORED, STOCKPILED OR DISPOSED OF AND ALL PAVED AREAS SHALL BE CLEANED.
- THE LANDSCAPE CONTRACTOR SHALL DISPOSE OF ALL RUBBISH AND EXCESS SOIL AT HIS EXPENSE TO AN OFF-SITE LOCATION AS APPROVED BY THE LOCAL MUNICIPALITY.
- 90-DAY MAINTENANCE PERIOD SHALL BEGIN IMMEDIATELY AFTER ALL PLANTS HAVE BEEN SATISFACTORILY INSTALLED.
- MAINTENANCE SHALL INCLUDE BUT NOT BE LIMITED TO, REPLACING MULCH THAT HAS BEEN DISPLACED BY EROSION OR OTHER MEANS, REPAIRING AND RESHAPING WATER RINGS OR SAUCERS, MAINTAINING STAKES AND GUYS IF ORIGINALLY REQUIRED, WATERING WHEN NEEDED OR DIRECTED, WEEDING, PRUNING, SPRAYING, FERTILIZING, MOWING THE LAWN, AND PERFORMING ANY OTHER WORK REQUIRED TO KEEP THE PLANTS IN A HEALTHY CONDITION.
- MOW ALL GRASS AREAS AT REGULAR INTERVALS TO KEEP THE GRASS HEIGHT FROM EXCEEDING THREE INCHES (3"). MOWING SHALL BE PERFORMED ONLY WHEN GRASS IS DRY. MOWER BLADE SHALL BE SET TO REMOVE NO MORE THAN ONE THIRD (1/3) OF THE GRASS LENGTH. WHEN THE AMOUNT OF GRASS IS HEAVY, IT SHALL BE REMOVED TO PREVENT DESTRUCTION OF THE UNDERLYING TURF. MOW GRASS AREAS IN SUCH A MANNER AS TO PREVENT CLIPPINGS FROM BLOWING ON PAVED AREAS, AND SIDEWALKS. CLEANUP AFTER MOWING SHALL INCLUDE SWEEPING OR BLOWING OF PAVED AREAS AND SIDEWALKS TO CLEAR THEM FROM MOWING DEBRIS.
- GRASSED AREAS DAMAGED DURING THE PROCESS OF THE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, WHO SHALL RESTORE THE DISTURBED AREAS TO A CONDITION SATISFACTORY TO THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIAL, OR OWNER/OWNER'S REPRESENTATIVE. THIS MAY INCLUDE FILLING TO GRADE, FERTILIZING, SEEDING, AND MULCHING.
- SHOULD THE OWNER REQUIRE MAINTENANCE BEYOND THE STANDARD 90-DAY MAINTENANCE PERIOD, A SEPARATE CONTRACT SHALL BE ESTABLISHED.
- LANDSCAPE CONTRACTOR SHALL WATER NEW PLANTINGS FROM TIME OF INSTALL AND THROUGHOUT REQUIRED 90-DAY MAINTENANCE PERIOD UNTIL PLANTS ARE ESTABLISHED. IF ON-SITE WATER IS NOT AVAILABLE AT THE PROJECT LOCATION, THE LANDSCAPE CONTRACTOR SHALL FURNISH IT BY MEANS OR A WATERING TRUCK OR OTHER ACCEPTABLE MANNER.
- THE QUANTITY OF WATER APPLIED AT ONE TIME SHALL BE SUFFICIENT TO PENETRATE THE SOIL TO A MINIMUM OF EIGHT INCHES (8") IN SHRUB BEDS AND SIX INCHES (6") IN TURF AREAS AT A RATE WHICH WILL PREVENT SATURATION OF THE SOIL.
- IF AN AUTOMATIC IRRIGATION SYSTEM HAS BEEN INSTALLED, IT CAN BE USED FOR WATERING PLANT MATERIAL. HOWEVER, FAILURE OF THE SYSTEM DOES NOT ELIMINATE THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY OF PLANT HEALTH AND ESTABLISHMENT.

PLANT MATERIAL GUARANTEE NOTES:

- THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR (1 YR) FROM APPROVAL OF LANDSCAPE INSTALLATION BY THE PROJECT LANDSCAPE DESIGNER, MUNICIPAL OFFICIAL, OR OWNER/OWNER'S REPRESENTATIVE.
- THE LANDSCAPE CONTRACTOR SHALL REMOVE AND REPLACE DYING, DEAD, OR DEFECTIVE PLANT MATERIAL AT HIS EXPENSE. THE LANDSCAPE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY HIS COMPANY'S OPERATIONS.
- ALL REPLACEMENT PLANTS SHALL BE OF THE SAME SPECIES AND SIZE AS SPECIFIED ON THE APPROVED OR FINAL PLANT LIST. REPLACEMENTS RESULTING FROM REMOVAL, LOSS, OR DAMAGE DUE TO OCCUPANCY OF THE PROJECT IN ANY PART VANDALISM, PHYSICAL DAMAGE BY ANIMALS, VEHICLES, ETC., AND LOSSES DUE TO CURTAILMENT OF WATER BY LOCAL AUTHORITIES SHALL BE APPROVED AND PAID FOR BY THE OWNER.
- THE CONTRACTOR SHALL INSTRUCT THE OWNER AS TO THE PROPER CARE AND MAINTENANCE OF ALL PLANTINGS.

LAWN (SEED OR SOD) NOTES:

- SEED MIXTURE SHALL BE FRESH, CLEAN, NEW CROP SEED. SOD SHALL BE STRONGLY ROOTED, UNIFORM IN THICKNESS, AND FREE OF WEEDS, DISEASE, AND PESTS.
- SEED OR SOD SHALL BE PURCHASED FROM A RECOGNIZED DISTRIBUTOR AND SHALL BE COMPOSED OF THE MIX OR BLEND WITHIN THE PROVIDED "SEED SPECIFICATION" OR "SOD SPECIFICATION".
- REFERENCE LANDSCAPE PLAN FOR AREAS TO BE SEED OR LAID WITH SOD.
- SEEDING SHALL NOT BE PERFORMED IN WINDY WEATHER. IF THE SEASON OF THE PROJECT COMPLETION PROHIBITS PERMANENT STABILIZATION, TEMPORARY STABILIZATION SHALL BE PROVIDED IN ACCORDANCE WITH THE "TEMPORARY SEEDING SPECIFICATION".
- PROTECT NEW LAWN AREAS AGAINST TRESPASSING WHILE THE SEED IS GERMINATING. FURNISH AND INSTALL FENCES, SIGNS, BARRIERS OR ANY OTHER NECESSARY TEMPORARY PROTECTIVE DEVICES. DAMAGE RESULTING FROM TRESPASS, EROSION, WASHOUT, SETTLEMENT OR OTHER CAUSES SHALL BE REPAIRED BY THE LANDSCAPE CONTRACTOR AT HIS EXPENSE. REMOVE ALL FENCES, SIGNS, BARRIERS OR OTHER TEMPORARY PROTECTIVE DEVICES ONCE LAWN HAS BEEN ESTABLISHED.

REVISED PER SITE PLAN COMMENTS	DATE	BY	DESCRIPTION
1	08/14/2025	AEVE	ISSUE
2	10/17/2025	VAF	ISSUE

NOT APPROVED FOR CONSTRUCTION

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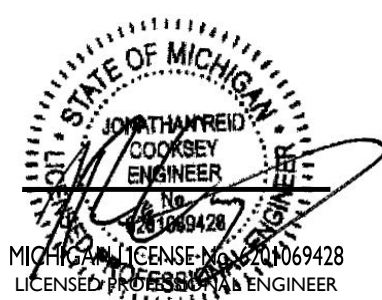
Phone 248.247.1115

SITE DEVELOPMENT PLANS

36977 WOODWARD AVE.

PROPOSED OFFICE BUILDING

PARCEL ID: 1925101006
36977 WOODWARD AVENUE
OAKLAND COUNTY, MI 48009



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SCALE: AS SHOWN PROJECT ID: DET-240470

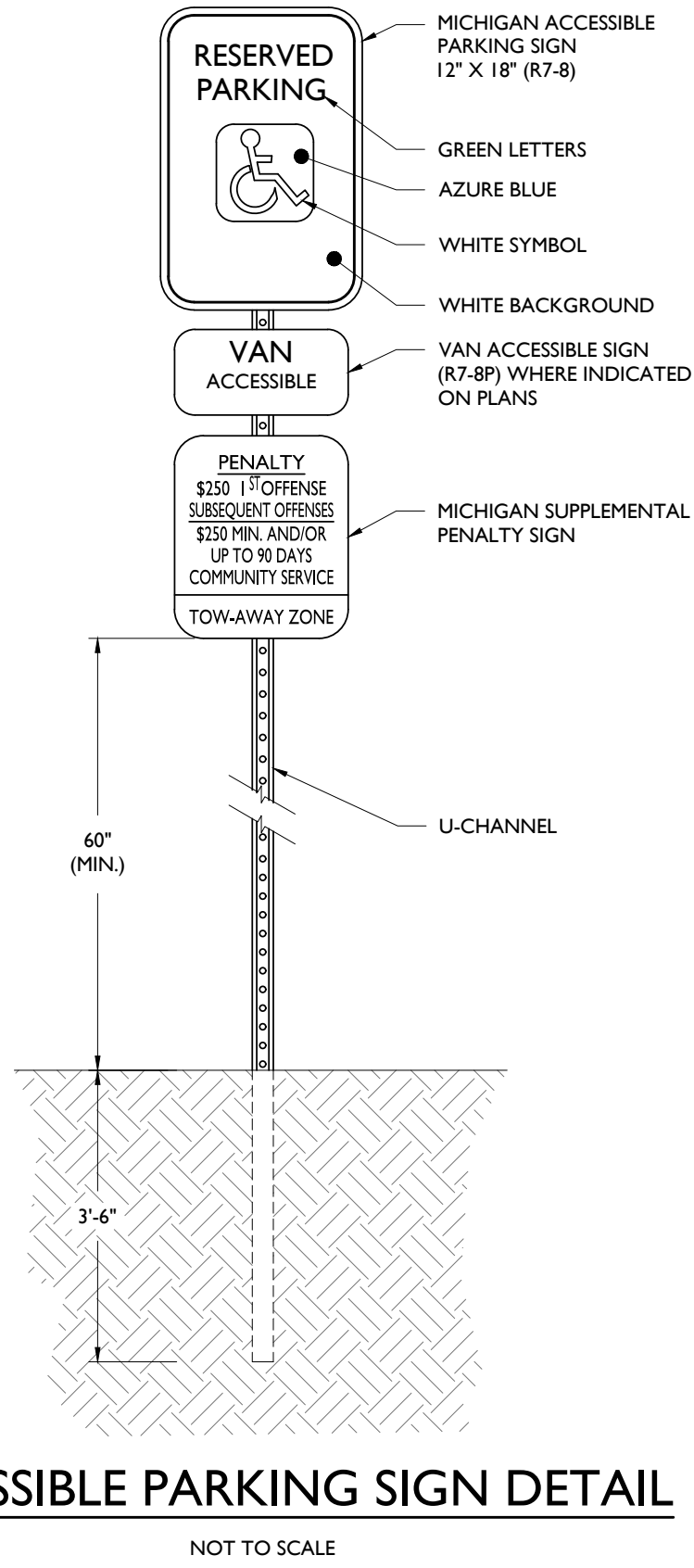
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LANDSCAPING DETAILS

DRAWING:

C-6

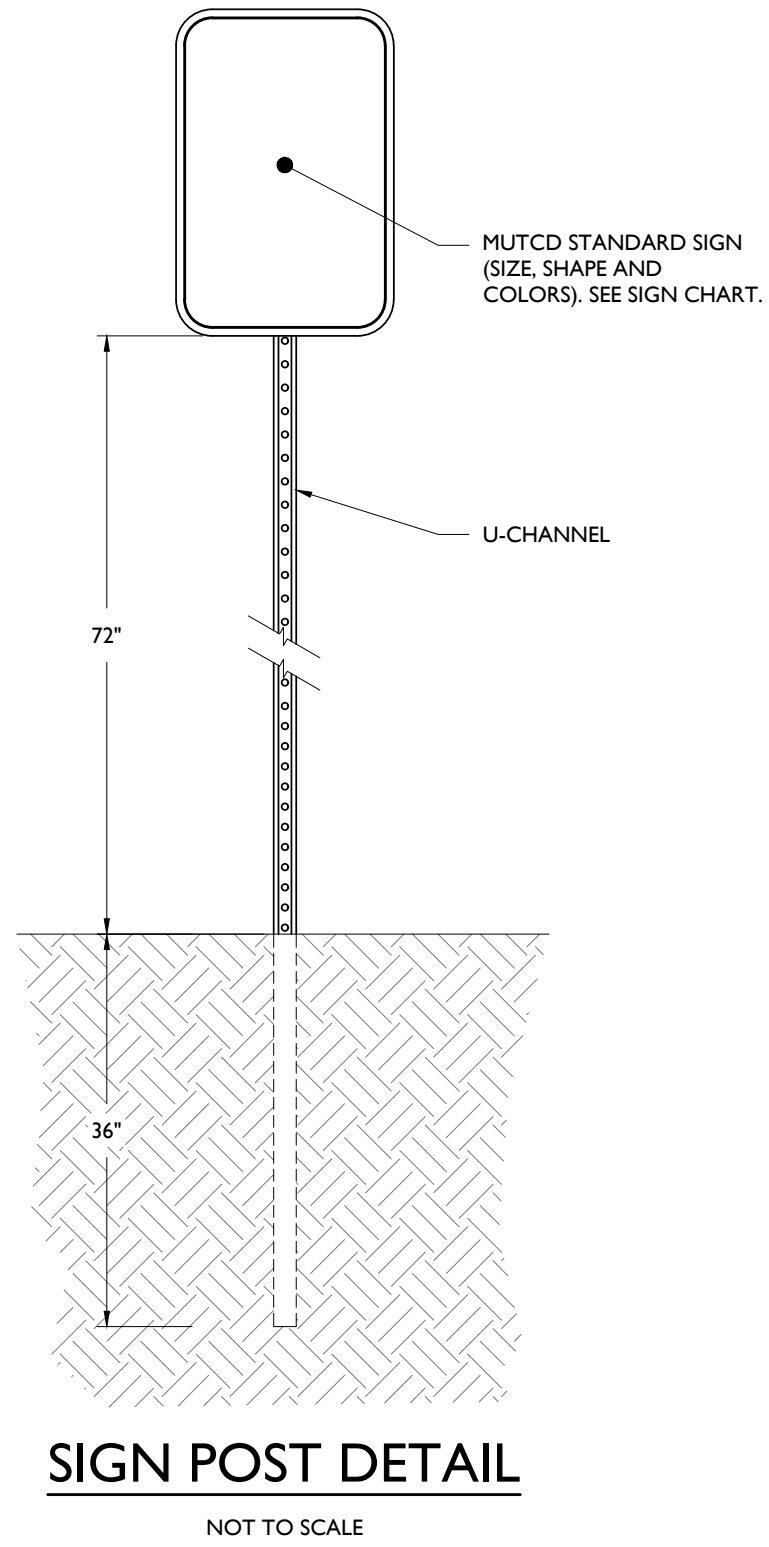
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ACCESSIBLE PARKING SIGN DETAIL

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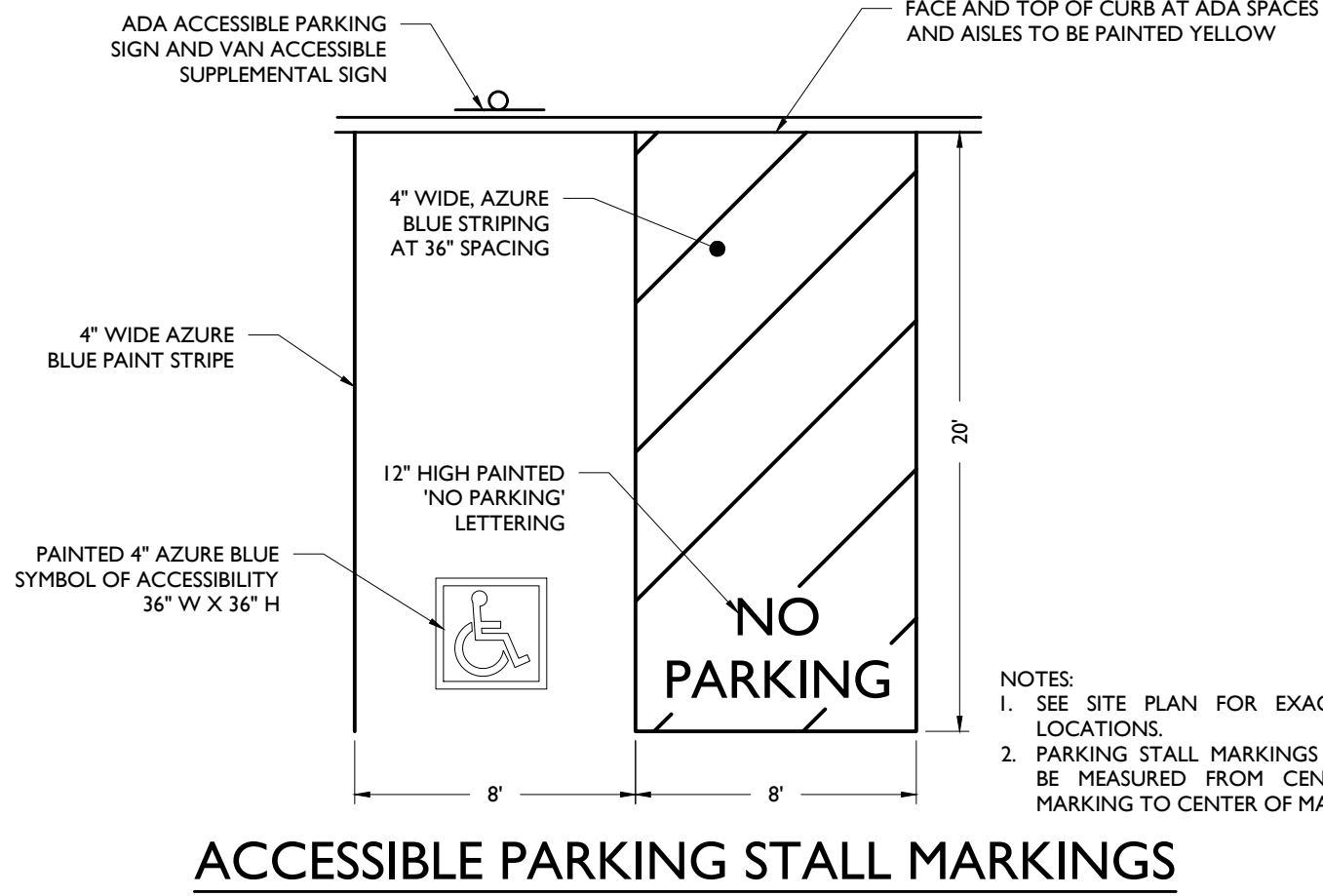
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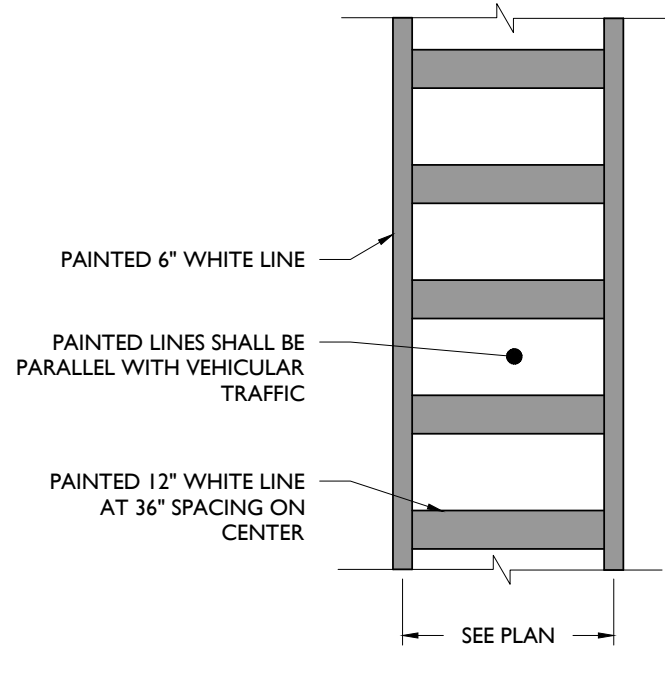
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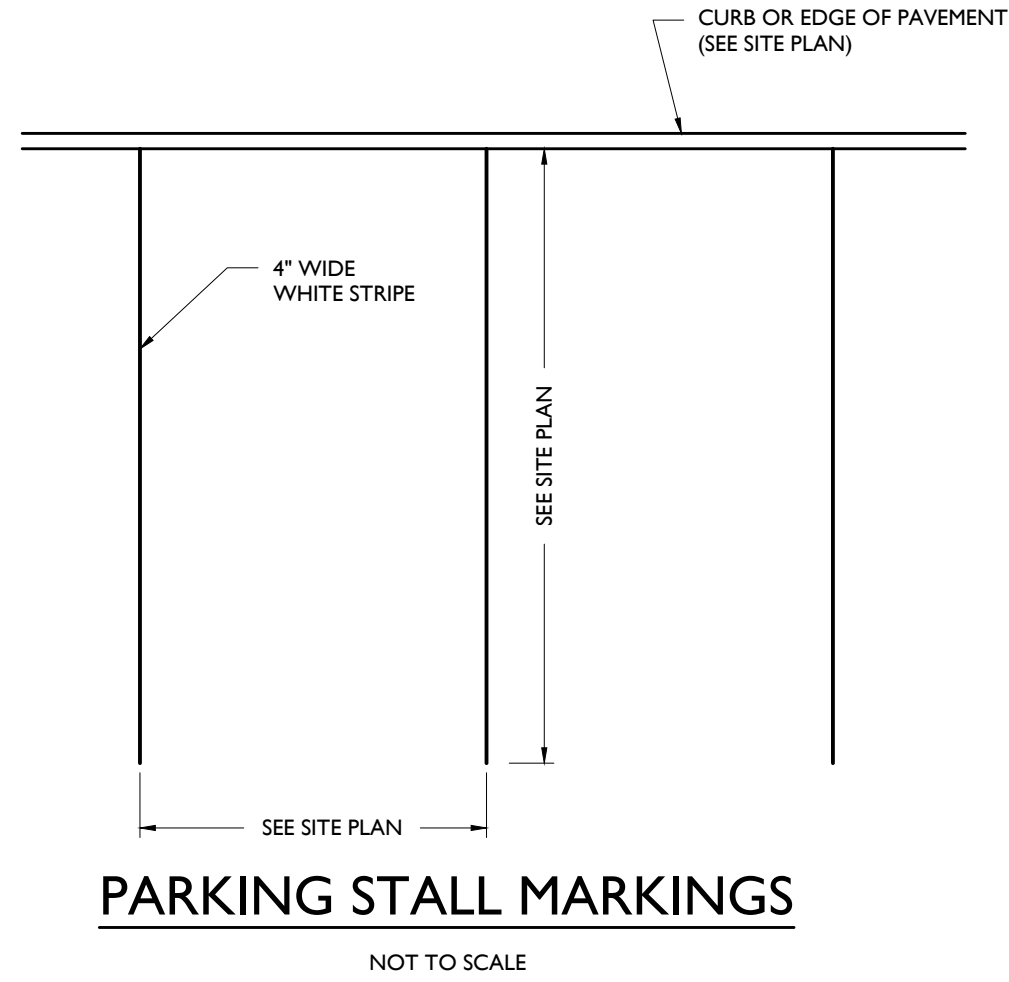
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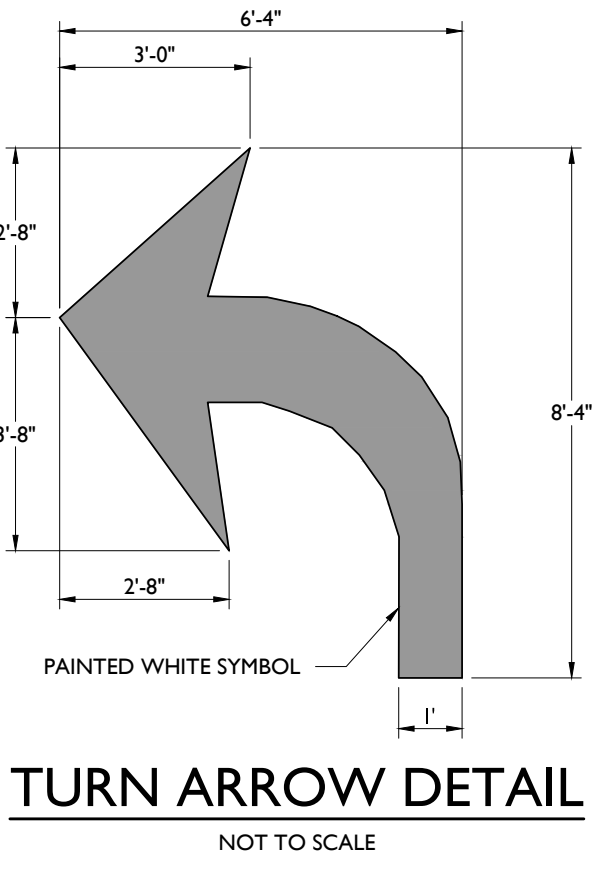
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PARKING STALL MARKINGS

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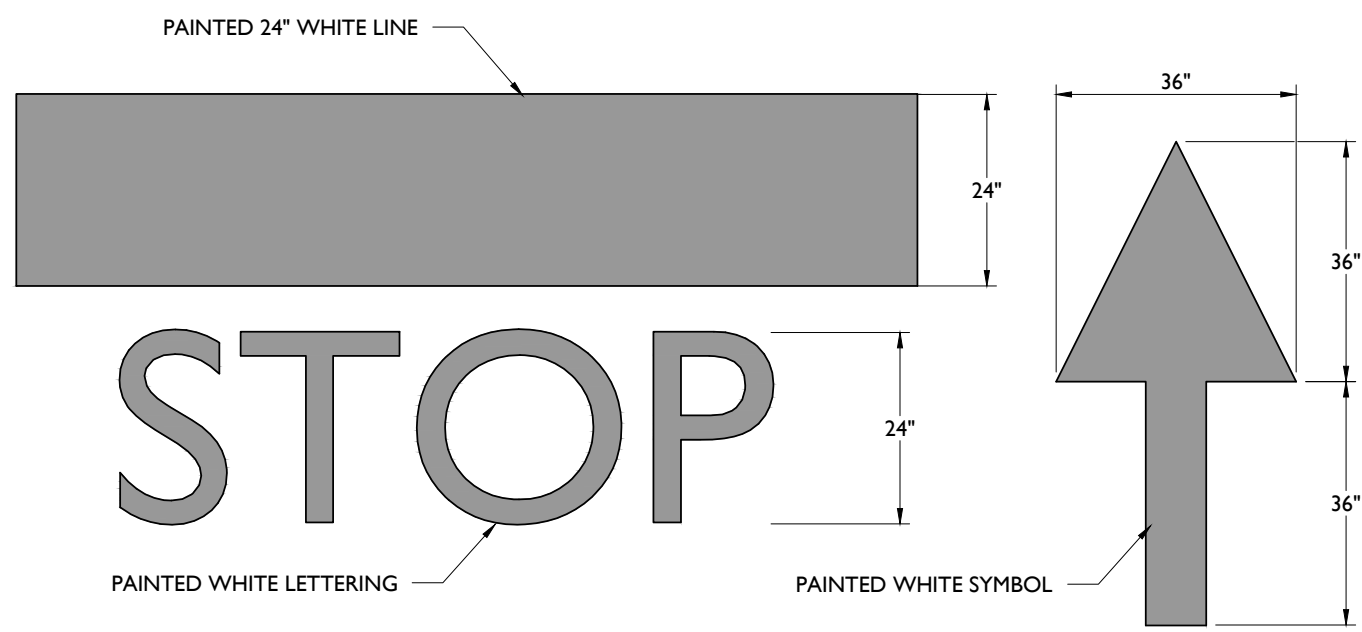
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TURN ARROW DETAIL

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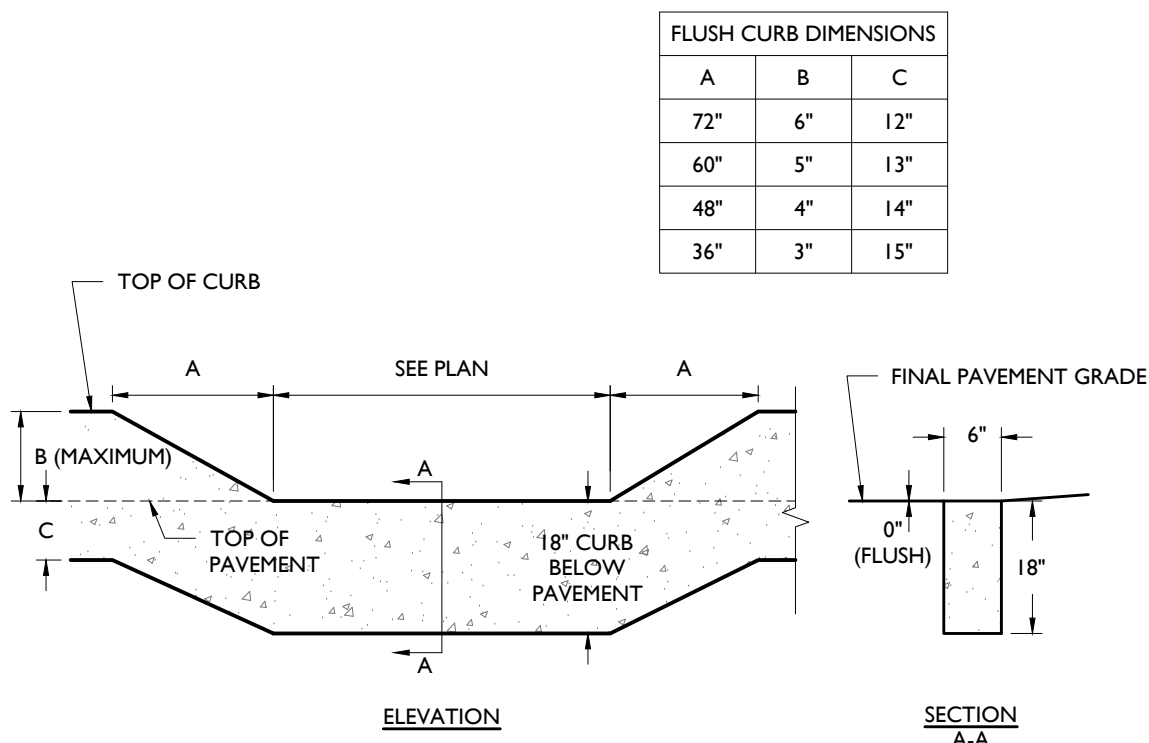
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STOP BAR & ARROW DETAILS

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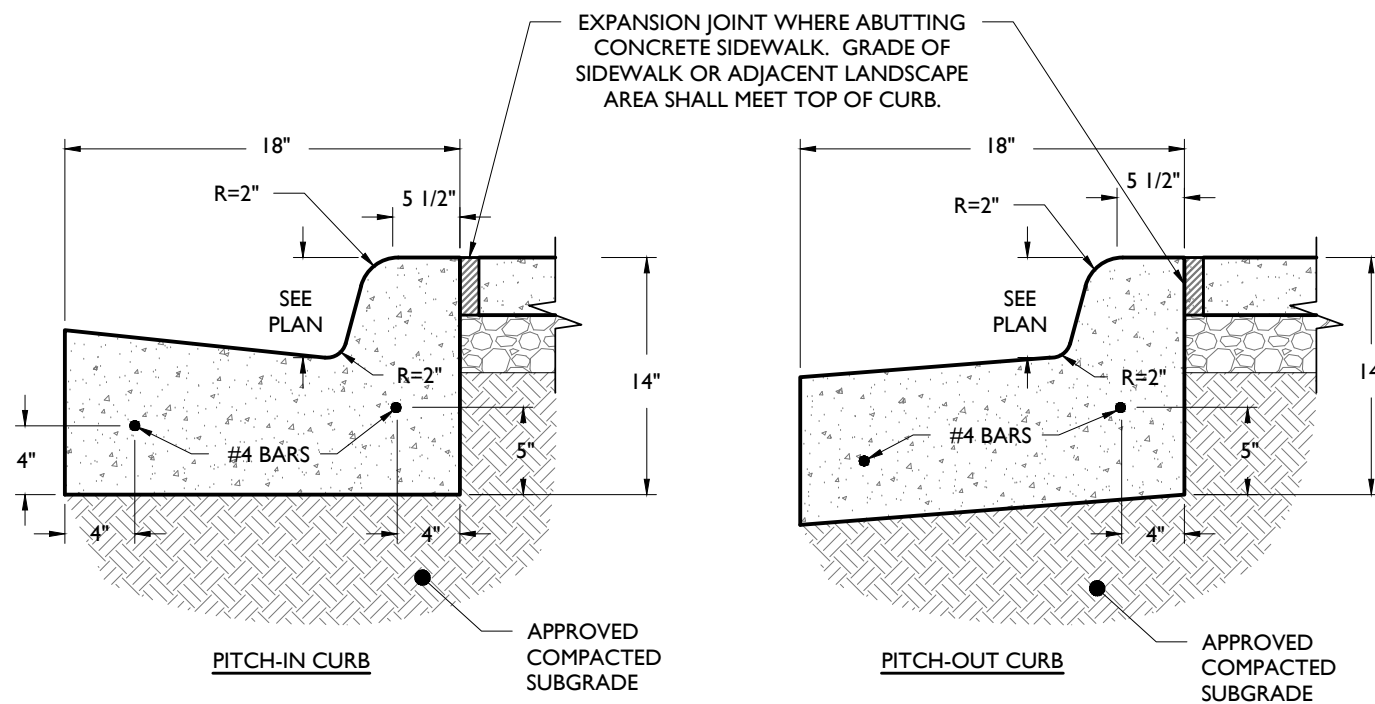
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FLUSH CURB DETAIL

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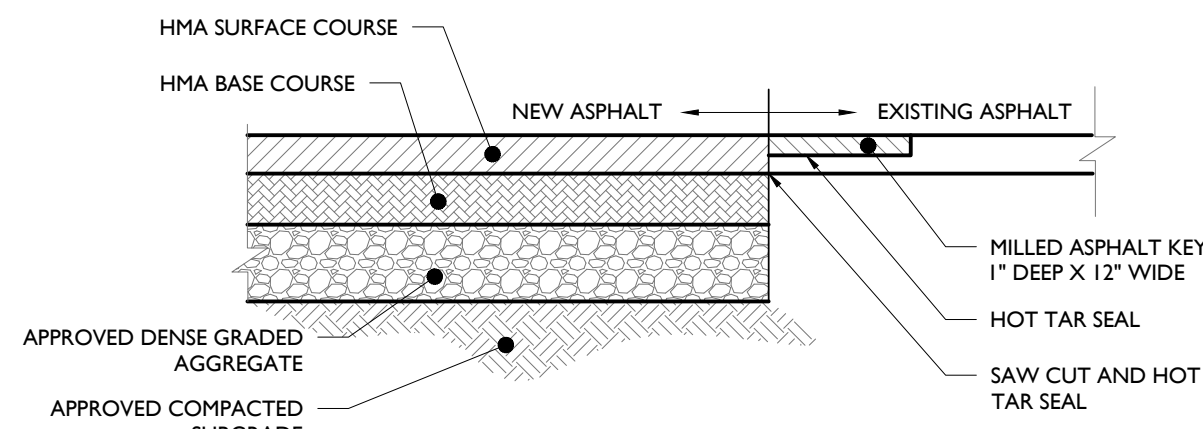
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CONCRETE CURB AND GUTTER DETAIL

NOT TO SCALE

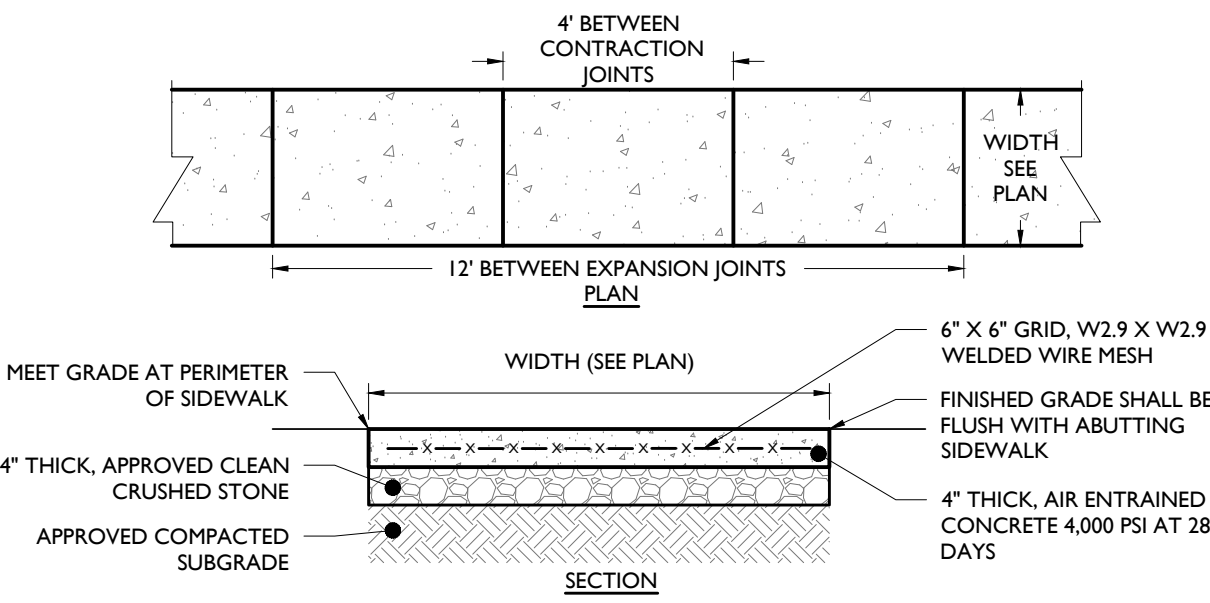
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FULL DEPTH ASPHALT PAVEMENT DETAIL

NOT TO SCALE

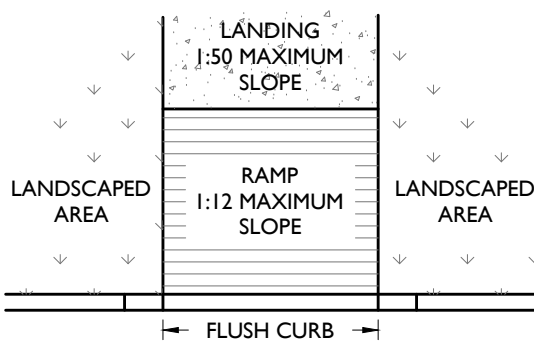
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REINFORCED CONCRETE WALKWAY DETAIL

NOT TO SCALE

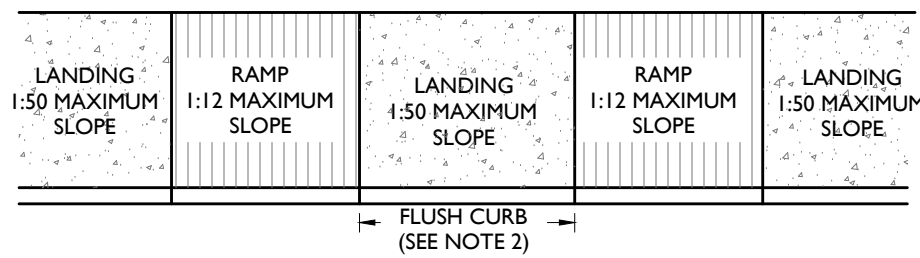
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CURB RAMP DETAIL

NOT TO SCALE

12



TRANSITION RAMP DETAIL

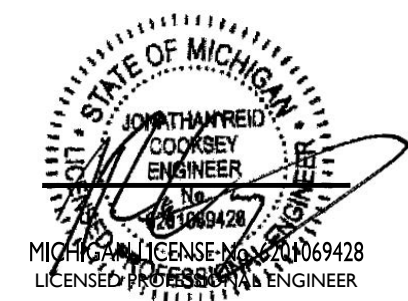
NOT TO SCALE

13

SITE DEVELOPMENT PLANS

36977 WOODWARD AVE.
PROPOSED OFFICE BUILDING

PARCEL ID: 1925101006
36977 WOODWARD AVENUE
CITY OF BIRMINGHAM
OAKLAND COUNTY, MI 48009



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SCALE: NTS PROJECT ID: DET-240470

TITLE:

CONSTRUCTION
DETAILS

DRAWING:

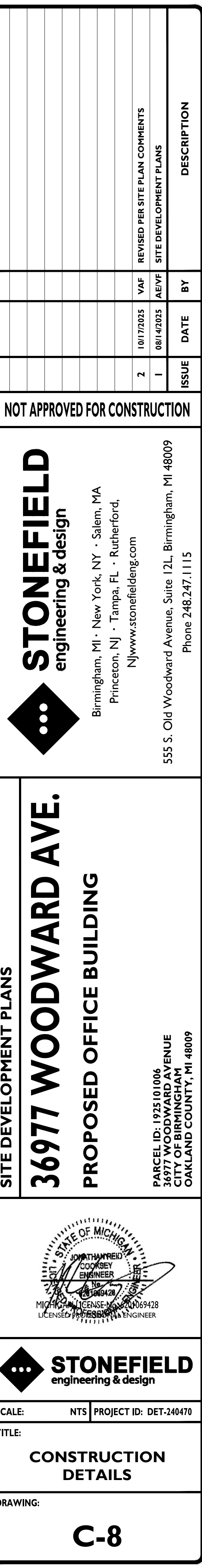
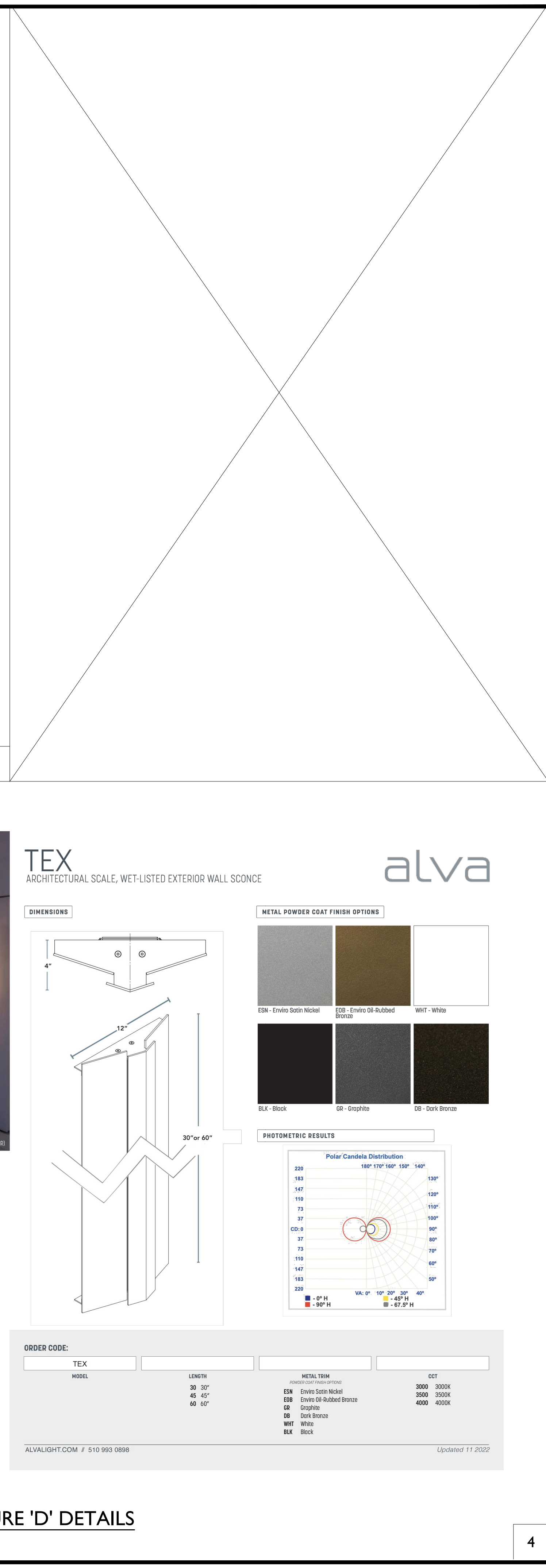
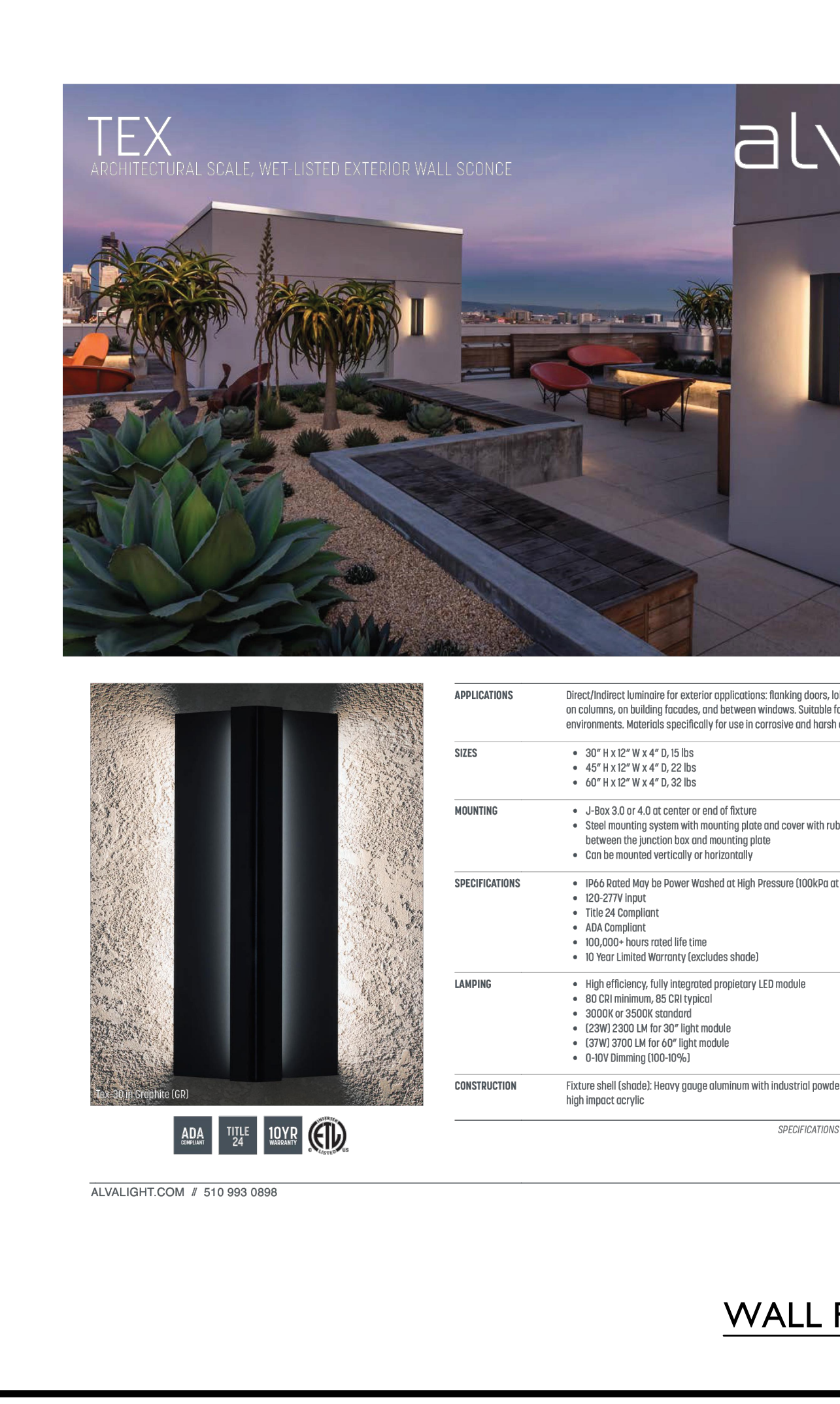
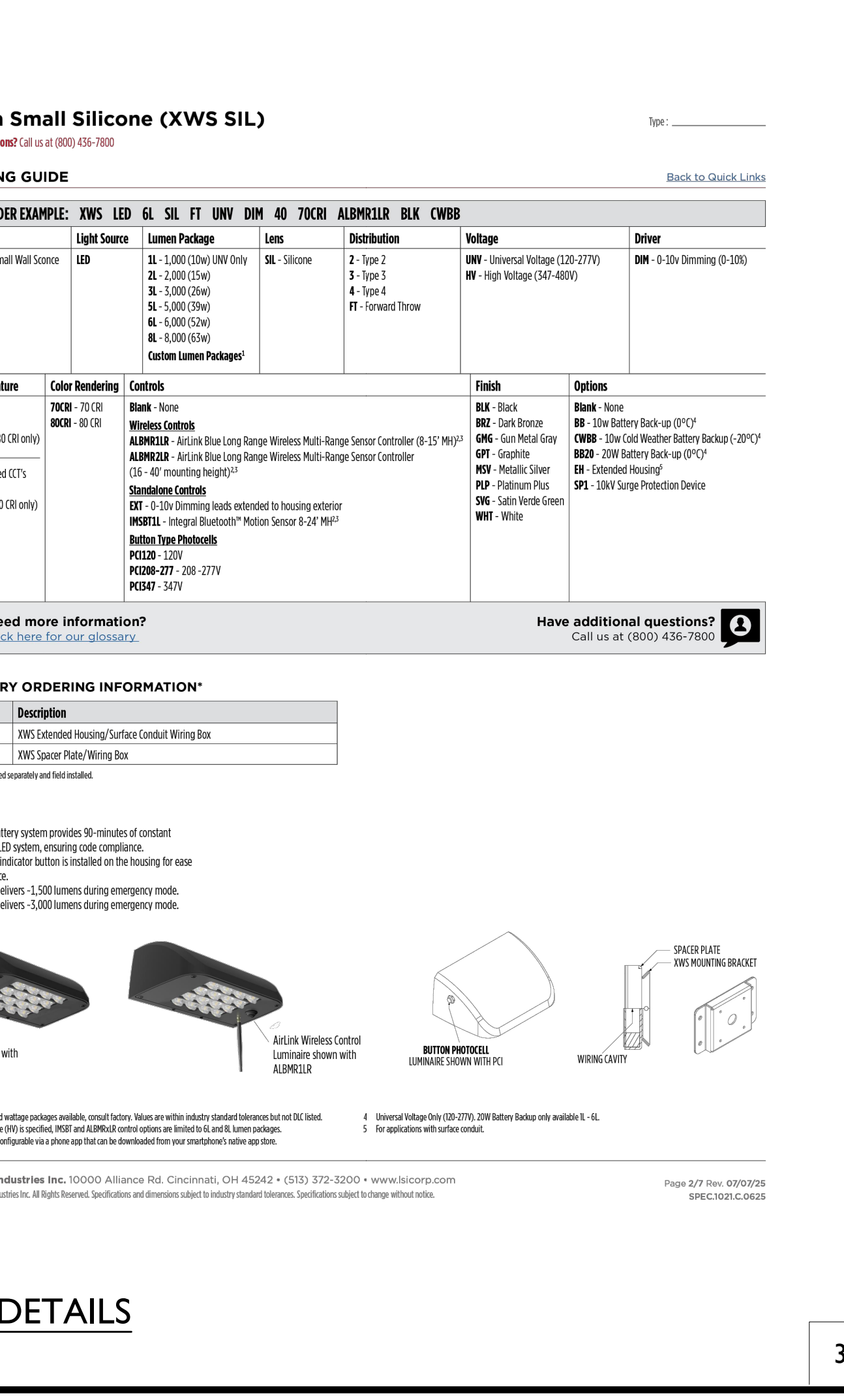
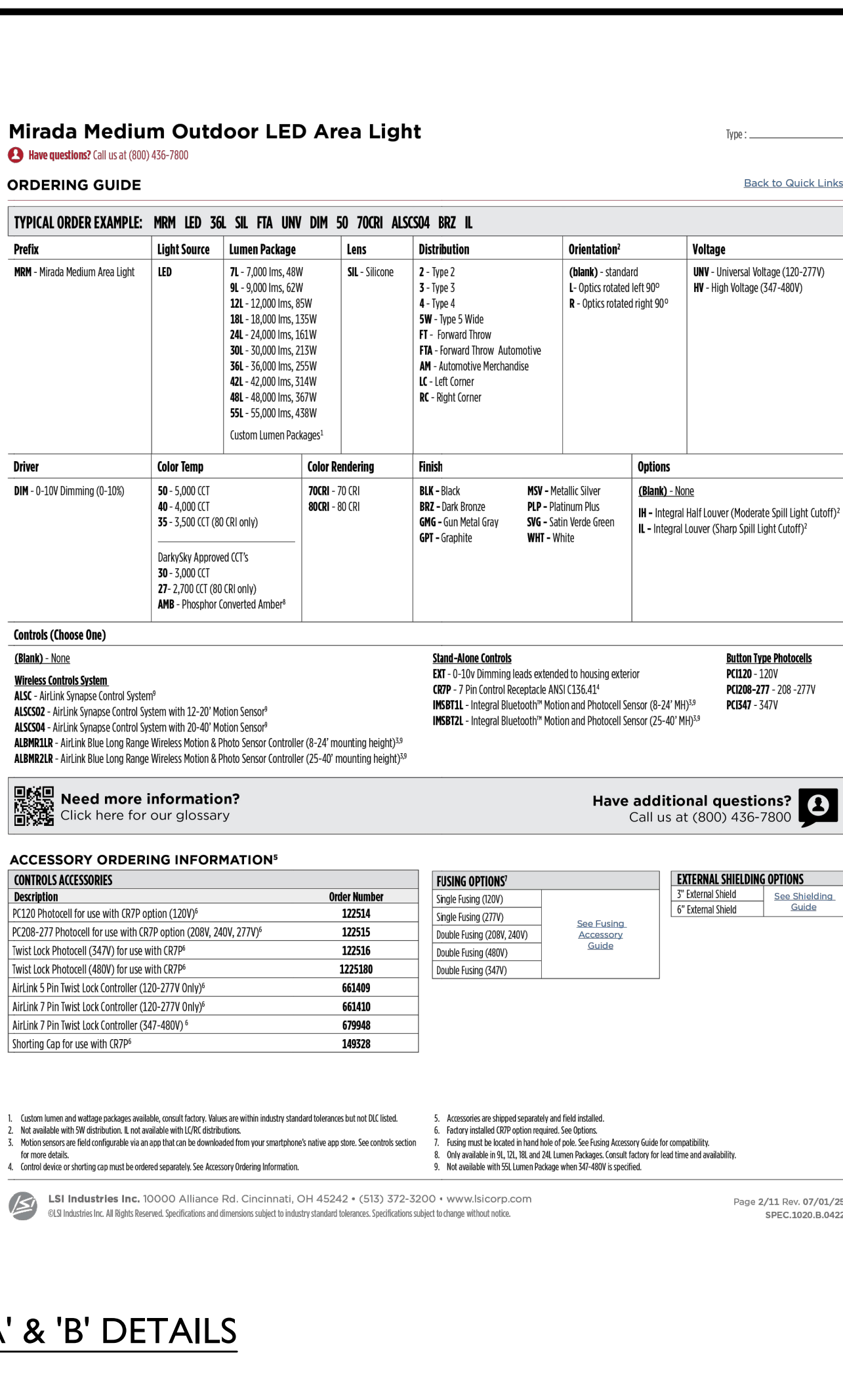
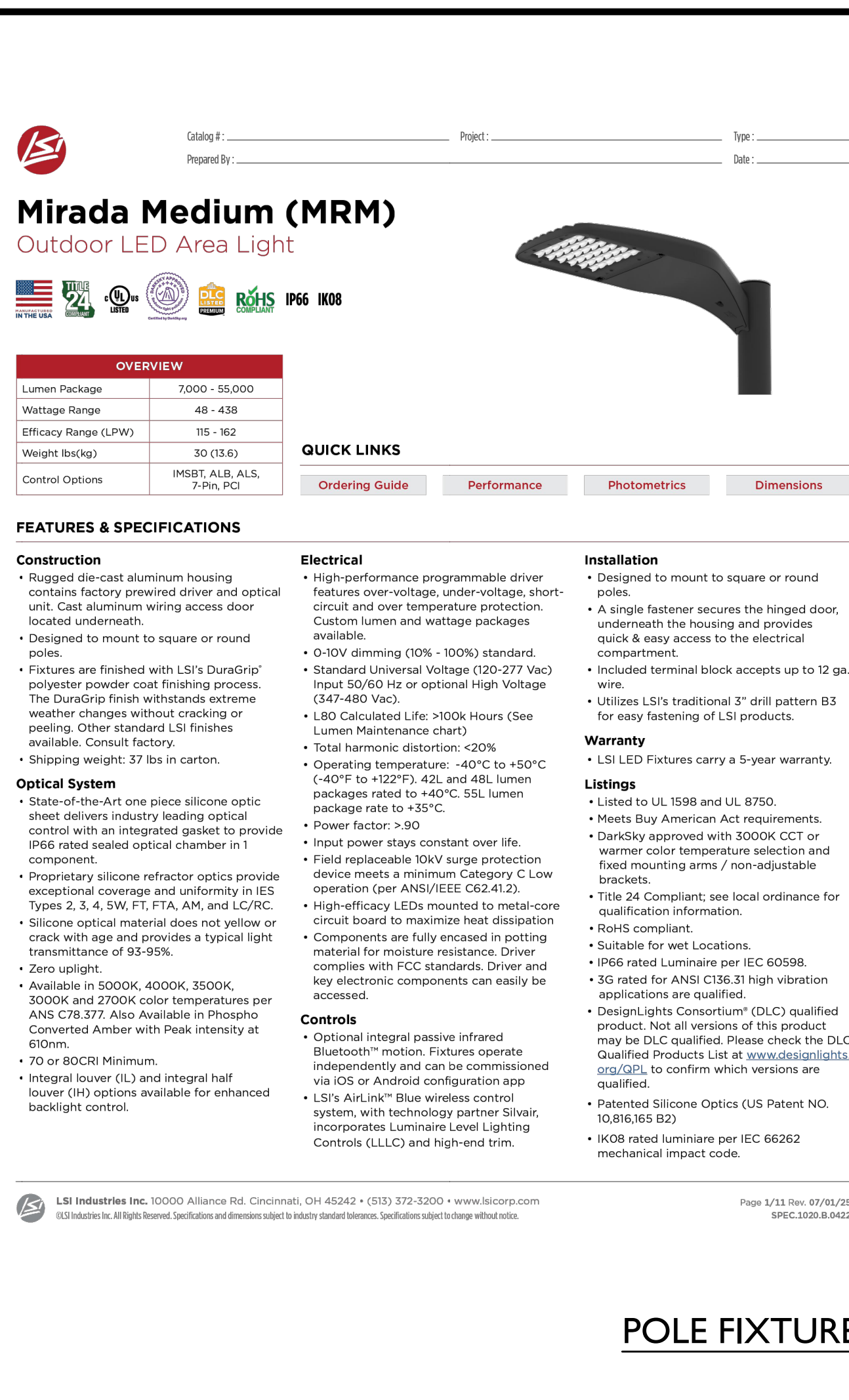
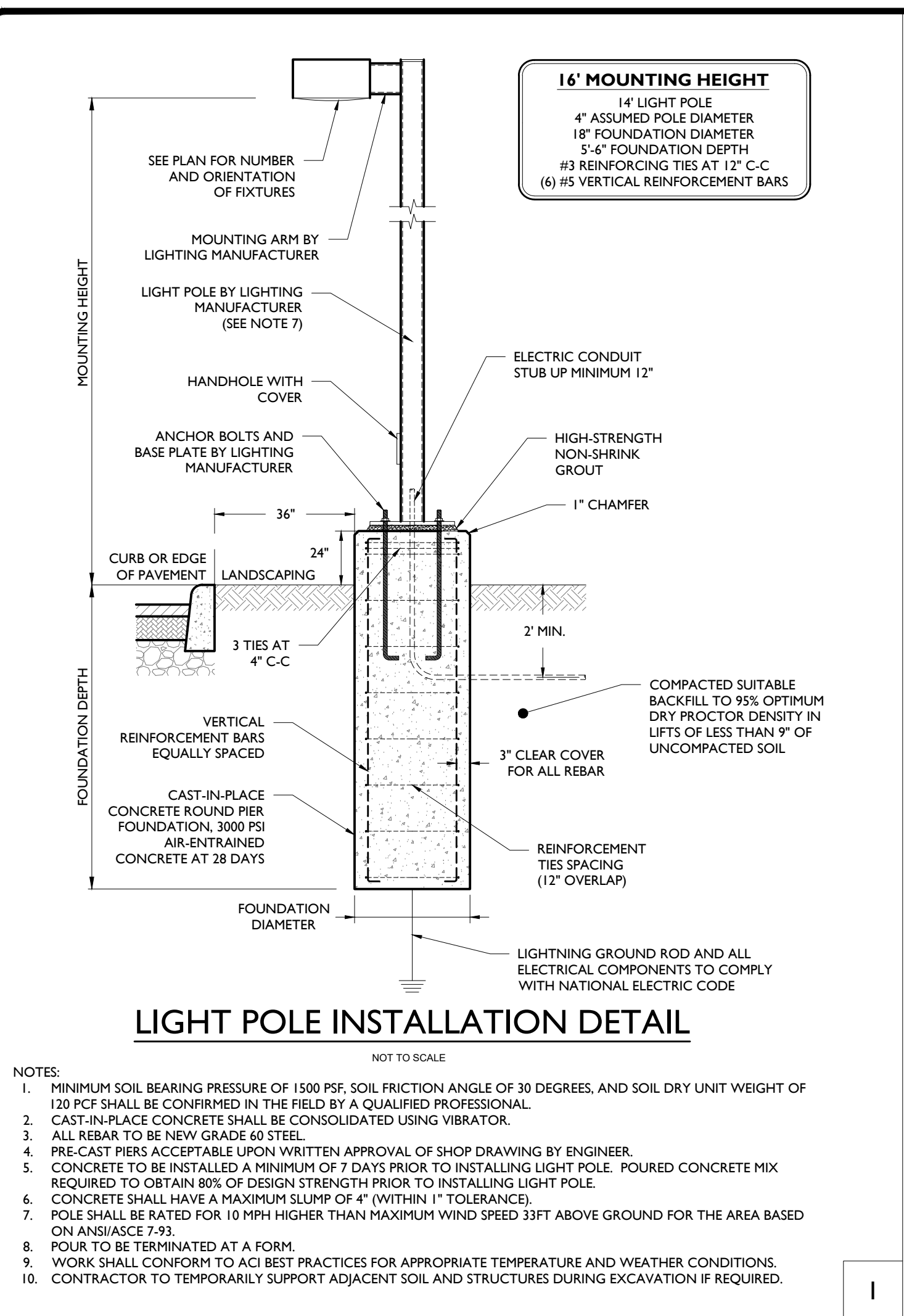
C-7



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NOT APPROVED FOR CONSTRUCTION

REVISION	DATE	BY	DESCRIPTION
2	10/17/2025	VAF	REVISED PER SITE PLAN COMMENTS
1	08/14/2025	AJF	SITE DEVELOPMENT PLANS





PARKING

NO MARKED PARKING ON SITE.

PARCEL AREA

15,847± SQUARE FEET = 0.36± ACRES

BENCHMARK

SITE BENCHMARK #1 (CITY BM #23)
BRASS DISC IN CONCRETE WALK,
SW CORNER OF WOODWARD AND QUARTON.
ELEVATION = 767.40' (CITY DATUM)

SITE BENCHMARK #2
MAG NAIL IN E. FACE OF UTILITY POLE,
SW CORNER OF SITE.
ELEVATION = 769.94' (CITY DATUM)

BASIS OF BEARING

SOUTH 24°12'50" EAST, BEING THE WESTERLY RIGHT OF WAY LINE OF WOODWARD, AS PLATTED.

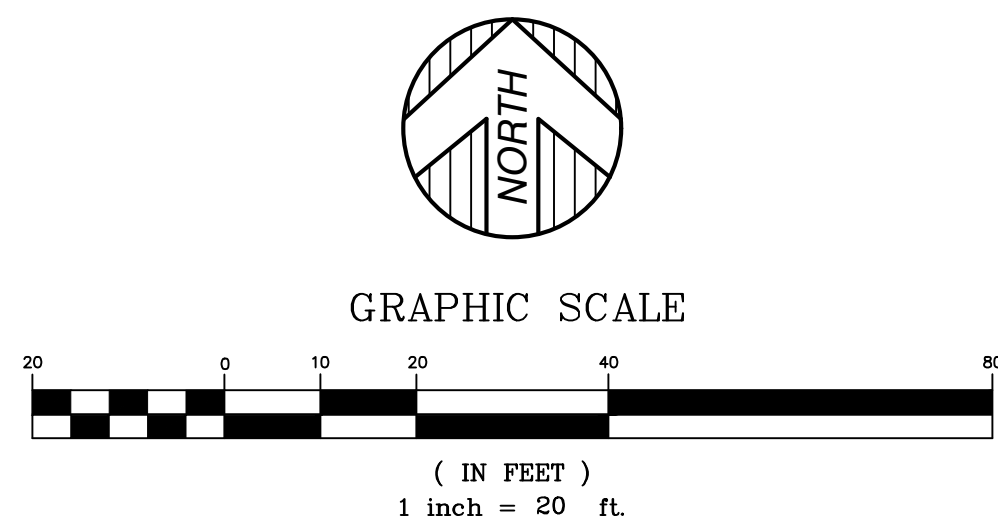
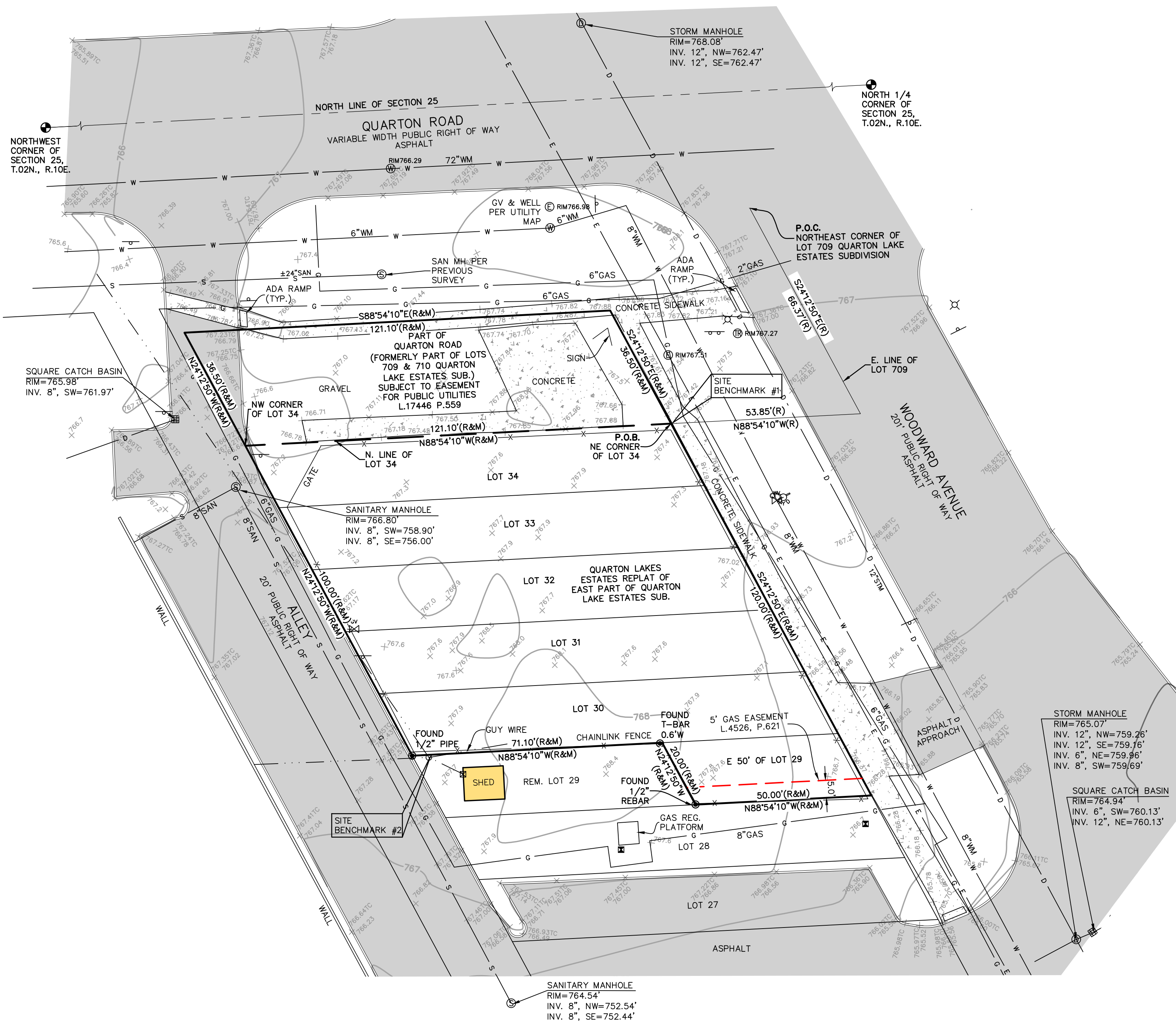
SURVEYOR'S NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING PLANS AND DRAWINGS PROVIDED BY VARIOUS UTILITY COMPANIES AND/OR MUNICIPAL AGENCIES. UNDERGROUND UTILITIES WHICH ARE LOCATED ON PRIVATE PROPERTY ARE TYPICALLY NOT NOT SHOWN ON PLANS PROVIDED BY THE UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE ACCURATELY LOCATED. THE SURVEYOR HAS NO PHYSICAL ACCESS TO THE LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

	FOUND MONUMENT (AS NOTED)
	FOUND SECTION CORNER (AS NOTED)
(R&M)	RECORD AND MEASURED DIMENSION
(R)	RECORD DIMENSION
(M)	MEASURED DIMENSION
0.00	
	GROUND ELEVATION
	ELECTRIC MANHOLE
	ELECTRIC METER
	ELECTRIC RISER
	UTILITY POLE
	GAS LINE MARKER
	GAS MANHOLE
	GAS VALVE
	LIGHT POLE WITH STREET LAMP
	TRAFFIC SIGNAL
	TRAFFIC SIGNAL MANHOLE
	SQUARE CATCH BASIN
	SANITARY MANHOLE
	FIRE HYDRANT
	WATER VALVE
	WATER GATE MANHOLE
	SINGLE POST SIGN
	DOUBLE POST SIGN
	PARCEL BOUNDARY LINE
	PLATTED LOT LINE
	SECTION LINE
	EASEMENT (AS NOTED)
	CONCRETE CURB
	EDGE OF CONCRETE (CONC.)
	EDGE OF ASPHALT (ASPH.)
	FENCE (AS NOTED)
	WALL (AS NOTED)
	OVERHEAD UTILITY LINE
	ELECTRIC LINE
	GAS LINE
	SANITARY LINE
	STORM LINE
	WATER LINE
	MINOR CONTOUR LINE
	MAJOR CONTOUR LINE
	BUILDING AREA
	ASPHALT
	CONCRETE

PRIOR TO CONSTRUCTION ALL LOCATIONS AND DEPTHS OF EXISTING UTILITIES SHALL BE VERIFIED IN THE FIELD. CALL MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.



PROPERTY DESCRIPTION

LAND IN THE CITY OF BIRMINGHAM, OAKLAND COUNTY, MI, DESCRIBED AS
FOLLOWS:

THE EAST 50 FEET OF LOT 29 AND ALL OF LOTS 30, 31, 32, 33 AND 34 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, OAKLAND COUNTY RECORDS.

ALSO:
THE FOLLOWING PORTION OF QUARTON ROAD ABUTTING ABOVE PARCEL WHICH WAS ABANDONED BY THE BOARD OF COUNTY ROAD COMMISSIONERS BY RESOLUTION 1466 PASSED JANUARY 14, 1964, OAKLAND COUNTY RECORDS: PART OF QUARTON ROAD WHICH WAS FORMERLY PART OF LOTS 709 AND 710 OF QUARTON LAKE ESTATES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 14 OF PLATS, PAGES 6, 8A AND 8B. OAKLAND COUNTY RECORDS: THE NORTHWEST CORNER OF SECTION 23, COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 709; THENCE SOUTH 24 DEGREES 12 MINUTES 50 SECONDS EAST 66.37 FEET ALONG THE EAST LINE OF SAID LOT 709; THENCE NORTH 88 DEGREES 54 MINUTES 10 SECONDS WEST 33.91 FEET ALONG THE WEST LINE OF SAID LOT 709; THENCE SOUTH 23 OF LOT 34 AND THE POINT OF BEGINNING, SAID LOT 34 BEING LOCATED WITHIN QUARTON LAKE ESTATES COMPANY REPLAT OF THE EAST PART OF QUARTON LAKE SUBDIVISION, AS RECORDED IN LIBER 38 OF PLATS, PAGES 24 AND 24A, 24B AND 24C, OAKLAND COUNTY RECORDS. THE POINT OF BEGINNING OF SAID 12 MINUTES 10 SECONDS WEST LINE IS 12.10 FEET ALONG THE NORTH LINE OF SAID LOT 34 TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 24 DEGREES 12 MINUTES 50 SECONDS WEST 36.50 FEET ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 34; THENCE SOUTH 88 DEGREES 54 MINUTES 10 SECONDS EAST 12.10 FEET ALONG A LINE 100.00 FEET LONG MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH, THE NORTH LINE OF SECTION 25, TOWN 2 NORTH, RANGE 10 EAST, CITY OF BIRMINGHAM, OAKLAND COUNTY, MICHIGAN; THENCE SOUTH 24 DEGREES 12 MINUTES 50 SECONDS EAST 36.50 FEET ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF SAID LOT 34 TO THE POINT OF BEGINNING.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE FIRST AMERICAN TITLE
INSURANCE COMPANY COMMITMENT NO. NCS-1262856-MICH, DATED MAY 13,
2025, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER
RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

7. 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 590, PAGE 376, LIBER 719, PAGE 281 AND LIBER 1173, PAGE 40, LIBER 2409, PAGE 372. (AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND CONDITIONS)

8. THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED EASEMENT AND RIGHT OF WAY RECORDED AS LIBER 4526, PAGE 621. (AS SHOWN)

9. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED RESOLUTION FOR ABANDONMENT RECORDED AS LIBER 17446, PAGE 559. (PORTION OF VACATED QUARTON ROAD SUBJECT TO EASEMENT FOR PUBLIC UTILITIES, SEE DOCUMENT FOR ADDITIONAL TERMS AND CONDITIONS)

10. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED
CORRECTIVE ACTION NOTICE TO REGISTER OF DEEDS RECORDED AS LIBER
35369, PAGE 396. (AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND
CONDITIONS)

11. NOTICE OF THE VIOLATION OR ENFORCEMENT OF A LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL PROTECTION AS DISCLOSED BY THE FOLLOWING DOCUMENT ENTITLED CORRECTIVE ACTION NOTICE TO REGISTER OF DEEDS, RECORDED AS LIBER 35369, PAGE 396 OF OFFICIAL RECORDS. (AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND CONDITIONS)

12. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED
DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL
CORRECTIVE ACTION RECORDED JUNE 22, 2018 AS LIBER 51931, PAGE 39.
(AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND CONDITIONS)

13. NOTICE OF THE VIOLATION OR ENFORCEMENT OF A LAW, ORDINANCE, PERMIT, OR GOVERNMENTAL REGULATION RELATING TO ENVIRONMENTAL PROTECTION AS DISCLOSED BY THE FOLLOWING DOCUMENT ENTITLED DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION, RECORDED JUNE 22, 2018 AS LIBER 51931, PAGE 39 OF OFFICIAL RECORDS. (AFFECTS ALL LOTS, SEE DOCUMENT FOR TERMS AND CONDITIONS)

SURVEYOR'S CERTIFICATION

TO INVESTMENT FINANCIAL LLC; AND FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 5 7A, 8, AND 9 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 07/08/25.

DATE OF PLAT OR MAP: 07/09/25

DRAFT

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
TSycko@kerntec-survey.com

DRAWN BY:	RDM		07/08/25
CHECKED BY:	ATS		07/09/25
DATE:	JULY 09, 2025		
PROJECT NO.	25-01192		
SHEET NO.	SCALE = 1" = 20'		
TITLE BLOCK			
REVISIONS			
NO.	DESCRIPTION	DATE	AUTHOR
1	REVISED TITLE WORK NOTE	07/14/25	ATS
2	REVISE STORM	08/19/25	ATS

[illegible]

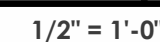
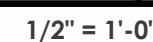
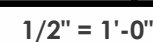
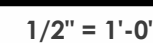
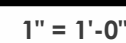
STATE OF MICHIGAN
JEFFREY GERALD KLATT
ARCHITECT
No. 190106199
LICENSED ARCHITECT

North Arrow:

Project Number:
25-092

Sheet Number: A.000

PRELIMINARY NOT FOR CONSTRUCTION



Thurmpire LLC
4421 Parnell Drive,
Clarkston, MI 48346

InvestWise Financial Office
36999 Woodward Avenue
Birmingham, MI 48009

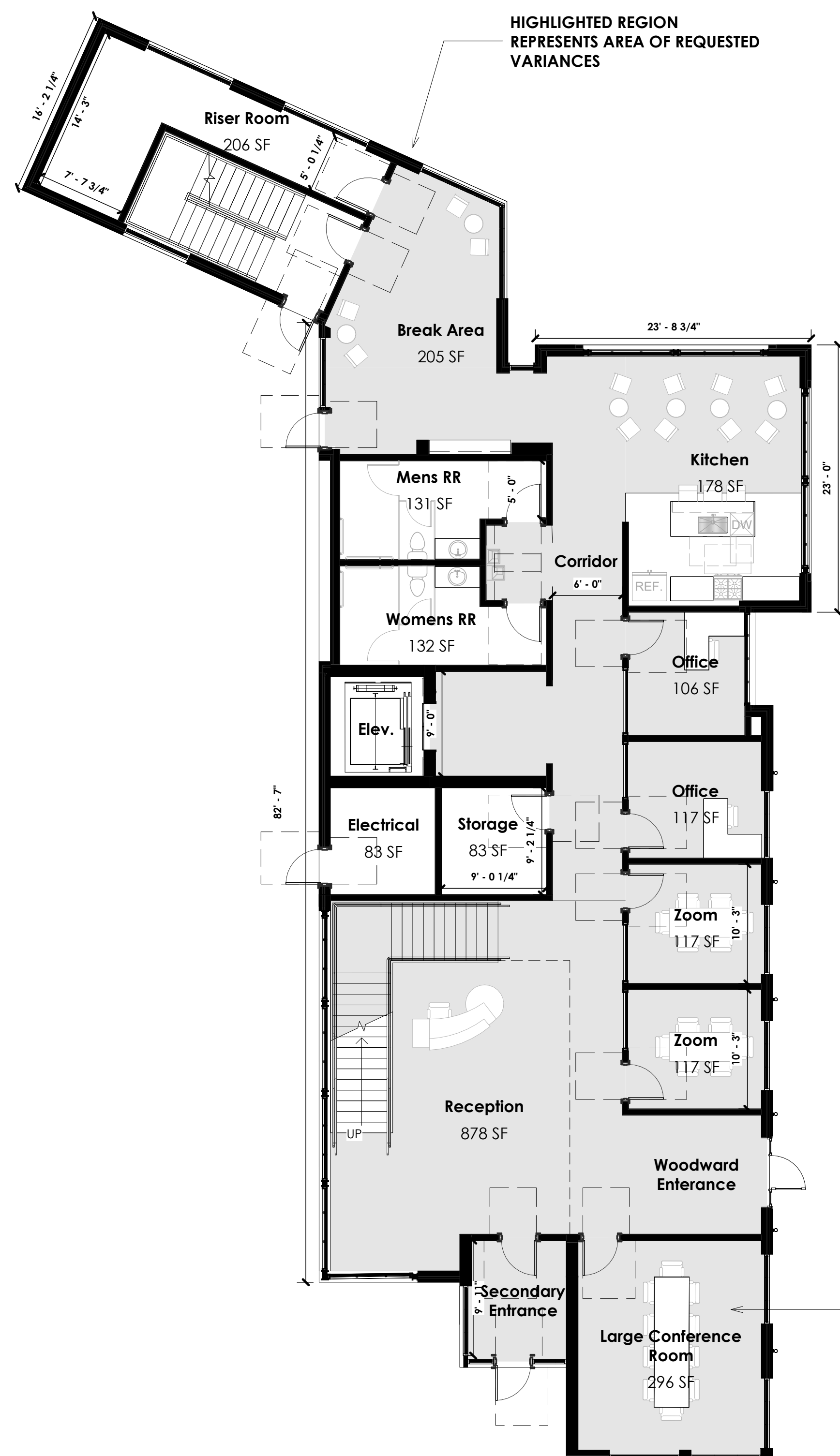
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Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

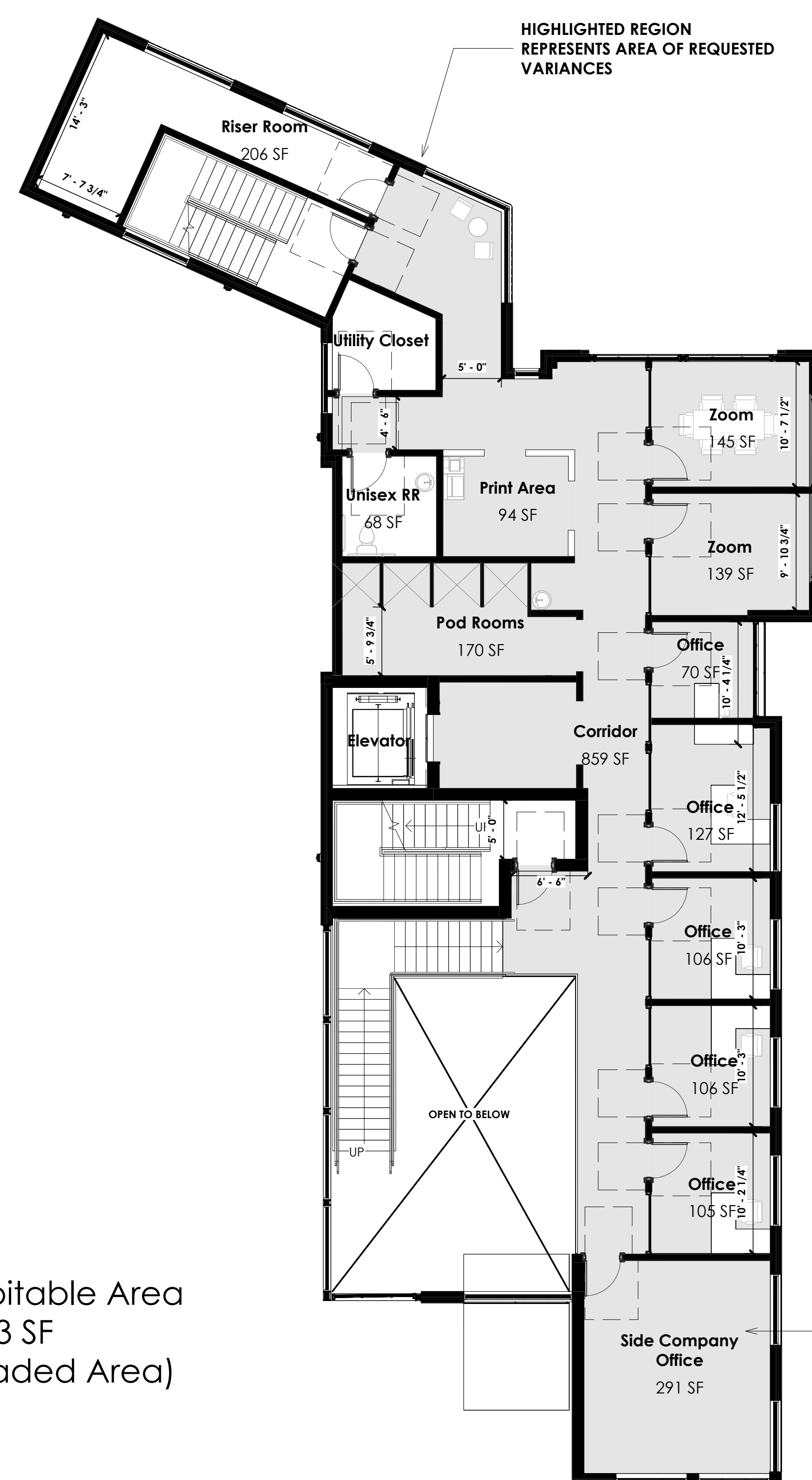
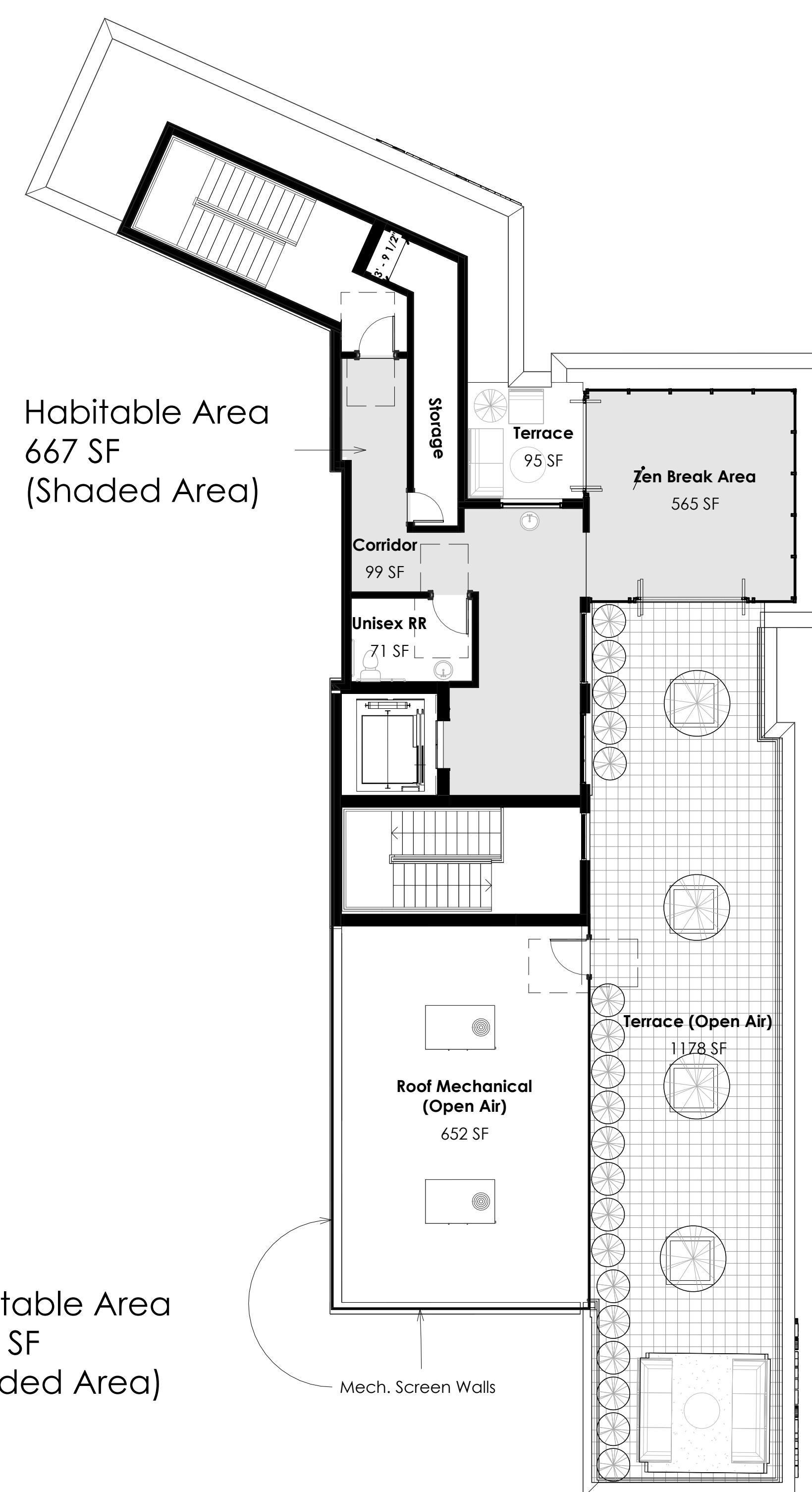
Floor Plans

25-092

A.100



$1/8'' = 1'-0''$


$$1/8'' = 1'-0''$$


1/8" = 1'-0"

[illegible]

- Do not scale drawings. Use calculated dimensions only.
- Verify existing conditions in field.

- Rendered Exterior Elevations

25-092

A.200

PRELIMINARY NOT FOR CONSTRUCTION



*MATERIAL FINISHES / COLORS SUBJECT TO CHANGE

GLAZING + MATERIAL CALC.			
ELEVATION	MATERIAL	REQUIRED	PROPOSED
EAST ELEVATION	BRICK	60% MIN. *	1,549 SQ.FT. = 36.2%
	METAL PANEL		1,098 SQ.FT. = 25.7%
	STONE		0 SQ.FT. = 0%
	GLAZING	60% MIN. *	1,630 SQ.FT. = 38.1%
NORTH ELEVATION	BRICK	60% MIN. *	884 SQ.FT. = 36.4%
	METAL PANEL		489 SQ.FT. = 20.2%
	STONE		0 SQ.FT. = 0%
	GLAZING	60% MIN. *	1,052 SQ.FT. = 43.4%
SOUTH ELEVATION	BRICK	60% MIN. *	1,209 SQ.FT. = 44.3%
	METAL PANEL		545 SQ.FT. = 20.0%
	STONE		0 SQ.FT. = 0%
	GLAZING	60% MIN. *	976 SQ.FT. = 35.7%
WEST ELEVATION	BRICK	60% MIN. *	1,458 SQ.FT. = 38.7%
	METAL PANEL		1,370 SQ.FT. = 36.4%
	STONE		0 SQ.FT. = 0%
	GLAZING	60% MIN. *	940 SQ.FT. = 24.9%

* 60% MIN. TOTAL WALL INCLUDING BRICK, STONE & GLASS

[illegible]

Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

Rendered Exterior Elevations

25-092

A.201


$$1/8'' = 1'-0''$$

$$1/8'' = 1'-0''$$

*MATERIAL FINISHES / COLORS SUBJECT TO CHANGE

GLAZING + MATERIAL CALC.			
ELEVATION	MATERIAL	REQUIRED	PROPOSED
EAST ELEVATION	BRICK	60% MIN. *	1,549 SQ.Ft. = 36.2%
	METAL PANEL		1,098 SQ.Ft. = 25.7%
	STONE		0 SQ.Ft. = 0%
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	STONE		0 SQ.Ft. = 0%
	GLAZING	60% MIN. *	940 SQ.Ft. = 24.9%

* 60% MIN. TOTAL WALL INCLUDING BRICK, STONE & GLASS





**Krieger
Klatt**
Architects

400 E. Lincoln Ave., Ste. A | Royal Oak, MI 48067
P: 248.414.9270 F: 248.414.9275
www.kriegerklatt.com

Client:

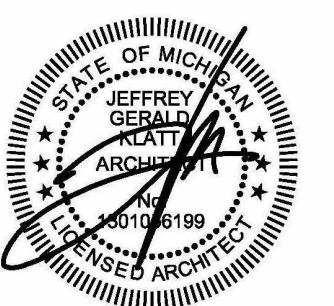
Thurmpire LLC
4421 Parnell Drive,
Clarkston, MI 48346

Project:

InvestWise Financial Office
36999 Woodward Avenue
Birmingham, MI 48009

[illegible]

Seal:



Note:

Do not scale drawings. Use
calculated dimensions only.
Verify existing conditions in field.

North Arrow:

Sheet Title:

Exterior Renderings

Project Number:

25-092

Sheet Number:

A.301

PRELIMINARY NOT FOR CONSTRUCTION

400 E. Lincoln Ave., Ste. A | Royal Oak, MI 48067
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Thurmpire LLC
4421 Parnell Drive,
Clarkston, MI 48346

InvestWise Financial Office
36999 Woodward Avenue
Birmingham, MI 48009

[illegible]

- Do not scale drawings. Use calculated dimensions only.
- Verify existing conditions in field.

- Aerial Rendering

25-092

A.302



Aerial rendering of building in context to surrounding area

SunGuard™ SN 68

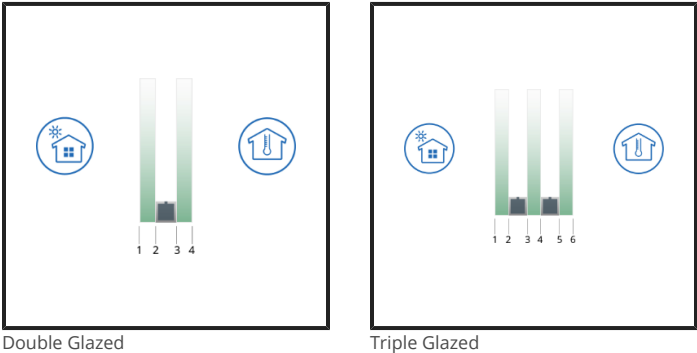
SN 68 on Clear

Reveal the world in a new light with high transparency

Experience high clarity with SunGuard™ SN 68 coating on clear glass. This double-silver solution on clear offers 68% visible light transmission while maintaining minimal outdoor reflectivity at 11%. Combined with its strong color neutrality, SN 68 on clear creates an effect of pure glass – contributing to an uninterrupted connection between outdoor and indoor environments. A SHGC value of 0.37 and a neutral/clear outdoor reflected color make this solution a top choice for podium and retail glazing where transparent views are desired.

Product Information

Substrate Base Glass/Thickness	Clear Float/5-12 mm Guardian UltraClear/6-10 mm	Guardian CrystalGray/6mm Gray/6 mm	Green/6 mm
Applications	Windows / Skylights / Facades / Roof window / Curtain walls / Doors		
Manufacturing options	Heat Strengthened / Heat Soaked / Annealed / Tempered / Laminated / Bent		
Recommended Coating Positions	Surface 2 or 3 (Double IGU) / Surface 2 & 5 (triple IGU)		
Maximum Size	130"x240"		
Edge Deletion	Yes		
Glass type	Low E		
Glass functions	Solar control / Thermal insulation		
Fabrication options	Must be used in an Insulating Glass Unit		
Appearance	Neutral Clear		



Visible Light				Ultraviolet	Solar Energy						Thermal Properties		Light to Solar Gain (LSG)
Transmittance	Reflectance		General Color Rendering Index (Ra)	Trans UV(tuv %)	Transmittance	Reflectance		Absorptance	Solar Heat Gain Coefficient (SHGC)	Shading Coefficient (sc)	U-Value		
Visible (tv %)	pv % out	pv % in			Solar (te %)	pe % out	pe % in	Solar (ae %)			Winter Night (Btu/hr-ft²-F)	Summer Day (Btu/hr-ft²-F)	
Double Glazed: 6-12.7-6 SunGuard™ SN 68 on Clear Float #2, Clear Float, 100% Air Fill													
68	11	12	95.4	30	33	33	35	34	0.38	0.43	0.293	0.275	1.80
Triple Glazed: 6-12.7-6-12.7-6 SunGuard™ SN 68 on Clear Float #2, Clear Float, Clear Float, 100% Air Fill													
61	15	18	94.0	25	29	35	30	36	0.34	0.39	0.217	0.220	1.78

The performance values shown are nominal and subject to variations due to manufacturing tolerances. Spectra-photometric values according to NFRC2010 / US Standard.

www.guardianglass.com

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1-855-58-GLASS (45277)
2300 Harmon Road, Auburn Hills, Michigan 48326

Published Date: 16-Jul-2025

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MEMORANDUM

Finance Department

DATE: October 29, 2025

TO: Jana L. Ecker, City Manager

FROM: Mary Chavez, Finance Director/Treasurer

SUBJECT: NEXT Service Agreement 2025-2026

INTRODUCTION:

The City contracts with outside agencies which provide services that benefit the community and are not provided by City operations. These contracts are reviewed on an annual basis along with a description of services to be provided in the next fiscal year and a summary of services provided in the current fiscal year.

BACKGROUND:

The City Commission previously approved a master service agreement to be used by various outside agencies that are requesting and have previously received funding from the City. Next has completed the required agreement and Attachments A and B, which provides a description of the services to be provided and the direct benefit of their services to the City and how the money is being spent in the current fiscal year.

LEGAL REVIEW:

The City attorney has reviewed and approved the contract with Next.

FISCAL IMPACT:

Next is requesting funding totaling \$126,632 for fiscal year 2025-2026. The funding amount remains the same from fiscal year 2024-2025. Funding has been approved in the fiscal year 2025-2026 budget in account 101.0-656.000-811.0000 for this expenditure.

SUSTAINABILITY:

Not applicable.

DESIGN CONSIDERATIONS:

Not applicable.

PUBLIC COMMUNICATIONS:

None required.

SUMMARY:

Based on the services that Next provides and the direct benefit to the City, it is recommended that the City Commission approve Next's funding request in the amount of \$126,632.

ATTACHMENTS:

1. Services Agreement for fiscal year 2025-2026
2. Attachment A – Summary of Services to be Provided – Fiscal Year 2025-2026
3. Attachment B – Summary of Services Provided – Fiscal Year 2024-2025

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a one-year agreement with Next for services described in Attachment A of the agreement for fiscal year 2025-2026 in the amount of \$126,632. In addition, to authorize the Mayor and City Clerk to sign the agreement on behalf of the City. Funding for this project has been budgeted in account #101.0-656.000-811.0000.



Your Place to Stay Active & Connected

Cris Braun
Executive Director
CBraun@birmingham.k12.mi.us
248.203.5270

Proudly Serving the 50+ population of Birmingham, Bingham Farms, Beverly Hills, Franklin and surrounding areas.

Ms. Jana Ecker
City Manager - City of Birmingham
151 Martin Street
Birmingham, Michigan 48009

January 24, 2025

Dear Ms. Ecker,

Next would like to thank the City of Birmingham for your continued support. Next continues to grow and thrive, but this year has been especially challenging. Il.

Not only is Next working to adequately serve the diverse needs of our community right now, we are also planning how to best serve our residents in the coming years. Currently, Next serves Birmingham seniors with a wide variety of opportunities for socialization, enrichment, and life-long learning, as well as health and wellness presentations, fitness classes and creative arts. We also serve hundreds of additional non-member residents through our Support Service Department where we provide Meals on Wheels, SMART transportation, offer home and yard maintenance, and provide referrals and information that allow seniors to remain safely in their homes.

As Next continues to care for our senior residents, we know the demand for critical resources will continue to grow and costs continue to rise. Forecasting for the new fiscal year, we would like to respectfully ask the City of Birmingham to continue to support Next at its current level of \$126,632.00. With this support, we are positioned to meet the needs of Birmingham residents with uninterrupted services and stimulating programs while ensuring accessibility to all that want to participate.

We know our success depends on community partners like Birmingham. We are grateful for your continued guidance, and your confidence in Next to deliver the programs and services your residents require to retain an engaged, healthy and independent lifestyle.

Thank you for your consideration.

With respect,

Cris Braun

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement"), made this ____ day of _____, 2025 by and between the **CITY OF BIRMINGHAM**, having its principal office at 151 Martin Road, Birmingham, MI 48009 ("CITY"), and NEXT, whose address is 2121 Midvale, Birmingham, MI ("SERVICE PROVIDER"), provides as follows:

WITNESSETH:

WHEREAS, the CITY desires to have certain services provided, which shall be of the type, nature and extent as set forth on Attachment A; and

WHEREAS, SERVICE PROVIDER desires to provide said services for the CITY, which it shall do in accordance with the experience it has attained from providing similar services of this nature, under the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. SERVICE PROVIDER shall perform the services as set forth on Attachment A. The type, nature and scope may be changed if mutually agreed upon in writing by SERVICE PROVIDER and the CITY.
2. The CITY shall pay a total of \$126,632 to SERVICE PROVIDER for the performance of this Agreement, which amount shall compensate SERVICE PROVIDER for all aspects of the services to be performed including, but not limited to, all preparation, coordination, management, staffing and all other services incidental thereto. Payment shall be made to SERVICE PROVIDER pursuant to the schedule contained in Attachment A.
3. All services performed shall be of the highest quality and standards that meet or exceed that which is required and expected in that service industry.

4. SERVICE PROVIDER shall provide and designate one supervisor responsible for the coordination of services provided, who shall handle problem solving and be the contact person for the CITY.

5. This Agreement shall commence immediately after both parties have signed in the place and manner indicated below and shall terminate in accordance with the provisions as set forth in Attachment A.

6. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. SERVICE PROVIDER agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.

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

8. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by SERVICE PROVIDER without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

9. SERVICE PROVIDER agrees that neither it nor its employees will discriminate against any employee, independent contractor, or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. SERVICE PROVIDER shall inform the CITY of all claims or suits asserted against it by SERVICE PROVIDER's employees or contractors who work pursuant to this Agreement. SERVICE PROVIDER shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.

10. To the fullest extent permitted by law, SERVICE PROVIDER and any entity or person for whom SERVICE PROVIDER 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 reasonable 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, 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 solely from the act or omission of the CITY, its elected or appointed officials, employees, volunteers or others working on behalf of the CITY.

11. SERVICE PROVIDER shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required by this paragraph. All certificates of insurance shall be with insurance carriers licensed and admitted to do business in the State of Michigan. All certificates of insurance shall be with insurance carriers acceptable to the CITY. SERVICE PROVIDER shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

- A. Workers' Compensation Insurance: SERVICE PROVIDER 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.
- B. Commercial General Liability Insurance: SERVICE PROVIDER 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 for 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.

- C. Motor Vehicle Liability: SERVICE PROVIDER 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 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 and any other insurance maintained by the additional insureds shall be considered to be excess and non-contributing with this insurance required from SERVICE PROVIDER under this Section.
- E. 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: Finance Department, City of Birmingham, P.O. Box 3001, 151 Martin Street, Birmingham, Michigan 48012.
- F. Proof of Insurance Coverage: SERVICE PROVIDER shall provide the CITY at the time the contracts are returned for execution, Certificates of Insurance and/or policies, acceptable to the CITY, 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. If so requested, Certified Copies of all policies mentioned above will be furnished.
- G. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, SERVICE PROVIDER shall deliver renewal certificates and/or policies to the CITY at least (10) days prior to the expiration date.

12. 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 SERVICE PROVIDER, the CITY shall have the right to terminate this Agreement without further liability to SERVICE PROVIDER if the disqualification has not been removed within thirty (30) days after the CITY has given SERVICE PROVIDER 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.

13. 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. This Agreement shall be governed by the laws of the State of Michigan and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

14. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, except as specifically set forth herein. No supplement, modification, addition, deletion or waiver of this Agreement or any provision of this Agreement shall be binding unless executed in writing by both parties to be bound thereby.

15. SERVICE PROVIDER and the CITY agree that SERVICE PROVIDER shall be liable for its own actions and neither SERVICE PROVIDER nor its employees or contractors shall be construed as employees of the CITY. 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. SERVICE PROVIDER, including its employees and contractors, 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 and other employer contributions on behalf of SERVICE PROVIDER or SERVICE PROVIDER's employees or contractors.

16. SERVICE PROVIDER acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. SERVICE PROVIDER recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, the SERVICE PROVIDER agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. SERVICE PROVIDER shall inform its employees and contractors of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. SERVICE PROVIDER further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.

The said parties have caused this Agreement to be executed as of the date and year above written.

By: Marcia J. Wilkinson
Its: Next

STATE OF MICHIGAN)
) ss:

COUNTY OF OAKLAND)

On this 5th day of November, 2025, before me personally appeared
_____, who acknowledged that with authority on behalf of NEXT to do so
he/she signed this Agreement.

Ingrid Z. Haddock
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 8-23-2028

INGRID Z. HADDOCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 23, 2028
ACTING IN COUNTY OF Oakland

CITY OF BIRMINGHAM

By: _____

Therese Longe, Mayor

By: _____

Alexandria Bingham
Its: City Clerk

APPROVED:

Jana L. Ecker
Jana L. Ecker, City Manager

[Signature]
Department Head
(Approved as to substance)

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

[Signature]
Mary Chavez, Director of Finance
(Approved as to financial obligation)

ATTACHMENT A

I. Name of Organization: Next, Your Place to Stay Active & Connected

II. Funding Request: \$126,632.00

III. Amount of funding received from City in current fiscal year: \$126,632.00

IV. Organization's Purpose or Mission:

The mission of Next, is to identify and meet the needs of older adults by soliciting and coordinating community resources to provide educational recreational and social programs; support outreach searches; and volunteer opportunities.

V. Description of Services to be provided (Scope of Work):

Extensive quality programming for community residents including lifelong learning and wellness, fitness, creative arts and social enrichment. In addition, Next provides comprehensive support services to assist residents who need additional support to age in place. This might include but not limited to Meals on Wheels, transportation, free tax preparation, health screenings and legal assistance, low-income assistance with home and yard maintenance, home loans for major repairs along with information and referrals.

VI. Explain the value of the services to the City of Birmingham:

As Birmingham's aging population continues rapidly grow, Next provides vital enrichment opportunities while supporting independence to area residents. Strong communities are built and sustained when there is a diverse population of engaged citizens. A partnership between the City and Next is important to provide a wide variety of high quality activities, and supportive services to Birmingham residents in order to live comfortably in the City.

VII. Provide a list of the other funding sources: (List below. Attach additional sheet if necessary.)

Facility use, in-kind donation Birmingham Public Schools, fundraisers, grants, sponsorships, program fees, membership fees, donations, and transportation.

VIII. Provide a detailed list of services provided in the 2023-2024 Fiscal Year (July 1, 2023

– June 30, 2024). Include the following for each quarter:

Date & Timeframe of each service provided

- Explanation of the service provided
- Number of Birmingham residents in attendance/effectuated by service
- Explanation of how the funds were used

(Use Attachment B to record the services. Attach additional sheets if necessary.)

NOTE: Organizations receiving funding are required to provide invoices to the City for services coinciding with the timing of the delivery of those services.

Submitted by: Cheistine Brauen Title: Exe-Dir Next
(Print Name)

Signature: Cheistine Brauen Date: 10/14/2025

Name of Organization: Next**First Quarter (July 1, 2024 – September 30, 2024)**

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
7/1/24-9/30/24	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to Birmingham's 50 plus population.	Close to 900 Birmingham residents	\$18,522.00
7/1/24-9/30/24	On-going	Transportation – 654 rides provided quarterly	162 Birmingham residents	\$4,863.00
7/1/23-9/30/23	On-going	Support Services provided 3364 units of service to more than 1500 area residents quarterly: DME equipment, consolations, Meals on Wheels, home visits, information, referrals, home repair, lawn & snow care,	410 Birmingham residents	\$8,273.00

Second Quarter (October 1, 2024 – December 31, 2024)

Date of Service	Duration of Service (timeframe)	Explain the services provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
10/01/2024-12/31/2024	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to Birmingham's 50 plus population.	Close to 900 Birmingham residents	\$18,522.00
10/01/2024-12/31/2024	On-going	Transportation – 654 rides provided quarterly	162 Birmingham residents	\$4,863.00
10/01/2024-12/31/2024	On-going	Support Services provided 3364 units of service to more than 1500 area residents quarterly: DME equipment, consolations, Meals on Wheels, home visits	410 Birmingham residents	\$8,273.00

Name of Organization: _____ **Next** _____

Third Quarter (January 1, 2025 – March 31, 2025)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
01/01/2025-03/31/2025	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to Birmingham's 50 plus population.	Close to 900 Birmingham residents	\$18,522.00
01/01/2025-03/31/2025	On-going	Transportation – 713 rides provided quarterly	173 Birmingham residents	\$4,863.00
01/01/2025-03/31/2025	On-going	Support Services provided 3410 units of service to more than 1500 area residents quarterly: DME equipment, consolations, Meals on Wheels, home visits	432 Birmingham residents	\$8,273.00

Fourth Quarter (April 1, 2025 – June 30, 2025)

Date of Service	Duration of Service (timeframe)	Explain the service provided	Number of Birmingham residents in attendance or affected by the service	Breakdown of the funds used for that service
04/01/2025-06/31/2025	On-going	Next provides lifelong learning, enrichment, creative art, fitness and travel opportunities to Birmingham's 50 plus population.	Close to 900 Birmingham residents	\$18,522.00
04/01/2025-06/31/2025	On-going	Transportation – 713 rides provided quarterly	173 Birmingham residents	\$4,863.00
04/01/2025-06/31/2025	On-going	Support Services provided 3410 units of service to more than 1500 area residents quarterly: DME equipment, consolations, Meals on Wheels, home visits	432 Birmingham residents	\$8,273.00



MEMORANDUM

Engineering Department

DATE: November 5, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa A. Coatta, City Engineer

SUBJECT: 34350 Woodward Avenue – Fred Lavery Construction Staging and Construction Coordination Agreement

INTRODUCTION:

Lavery Michigan Dealership Properties No. 1 LLC requests the use of the City's right-of-way as their construction staging area for 34350 Woodward Avenue. City Staff recommends a Construction Staging and Construction Coordination Agreement between the City, Lavery Michigan Dealership Properties No. 1 LLC, and Sachse Construction and Development to outline the rights and obligations of using the City's right-of-way on S. Elm Street and Haynes Street.

BACKGROUND:

Lavery Michigan Dealership Properties No. 1 LLC is currently applying for their building permit on a new three (3) story building, including a parking structure.

Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development are requesting to use a portion of the City's right-of-way on S. Elm Street and Haynes Street for a portion of their construction staging area during the construction of the new building through March 31, 2027. City staff recommends that an agreement be approved between the City, Lavery Michigan Dealership Properties No. 1 LLC, and Sachse Construction and Development for the use of the right-of-way, and to restore the right-of-way and/or install streetscape improvements on S. Elm Street, and Haynes Street upon completion of the building.

LEGAL REVIEW:

The City Attorney has reviewed and approved the proposed Construction Staging and Construction Coordination Agreement between the City, Lavery Michigan Dealership Properties No. 1 LLC, and Sachse Construction and Development

FISCAL IMPACT:

There are no proposed fiscal impacts to the City. All proposed improvements on S. Elm Street and Haynes Street will be completed at the expense of Lavery Michigan Dealership Properties No. 1 LLC and/or Sachse Construction and Development. The existing parking spaces on S. Elm Street and Haynes Street, located within the construction staging area, are not metered.

SUSTAINABILITY:

N/A

DESIGN CONSIDERATIONS:

The proposed streetscape on S. Elm Street and Bates Street conforms to the City's downtown streetscape standards for sidewalk, exposed aggregate, benches, and street lighting.

PUBLIC COMMUNICATIONS:

The Engineering Department and Building Department have had meetings with Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development concerning coordination, and the City has approved their logistics plan.

There have been previous public meetings during the site plan approval process. Any additional required construction communication is the responsibility of Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development.

SUMMARY:

City Staff recommends the City Commission approve the attached Construction Staging and Construction Coordination Agreement with Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development to ensure the proper use of the City's right-of-way for construction staging and to ensure the restoration of the City's property.

ATTACHMENTS:

- 34350 Woodward Ave Construction Staging and Construction Coordination Agreement with Exhibits.

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to approve a Construction Staging and Construction Coordination Agreement with Lavery Michigan Dealership Properties No. 1 LLC and Sachse Construction and Development for the coordination of construction activities related to 34350 Woodward Avenue on S. Elm Street and Haynes Street, and to authorize the Mayor and the City Clerk to sign the agreement on behalf of the City.

**CONSTRUCTION STAGING AREA AND
CONSTRUCTION COORDINATION AGREEMENT**

THIS CONSTRUCTION STAGING AREA AND CONSTRUCTION COORDINATION AGREEMENT ("the Agreement") is made this ___ day of, _____ 2025 by and between the CITY OF BIRMINGHAM, a Michigan municipal corporation, whose address is 151 Martin Street, Birmingham, MI 48009 ("City"), and LAVERY MICHIGAN DEALERSHIP PROPERTIES NO.1 LLC, a Michigan limited liability company, whose address is 440 Lake Park, Birmingham, MI 48009 ("Fred Lavery") and SACHSE CONSTRUCTION & DEVELOPMENT, a Michigan Corporation, whose address is 260 E. Brown Street, Birmingham, MI 48009 ("Sachse").

RECITALS

A. Fred Lavery is the owner of the property located at 34350 Woodward Avenue, Birmingham, ("the Parcel") upon which Fred Lavery will demolish two existing buildings and construct a new three (3) story building that will include a parking structure ("the Building"), commencing in the fall of 2025 (subject to issuance of a building permit by the City) with a planned completion date of Spring 2027. The Parcel's westerly border runs parallel with and adjacent to S. Elm Street and Woodward Avenue, and the Parcel's southern border runs parallel with and adjacent to Haynes Street. The legal description of the Fred Lavery Parcel is attached as **Exhibit A**.

B. S. Elm Street and Haynes Street are all public rights of way owned by the City of Birmingham. Woodward Ave. right of way is owned by the Michigan Department of Transportation ("MDOT").

C. All construction on the Parcel will be completed by Sachse Construction. Representatives of Fred Lavery and Sachse Construction have met with the City to coordinate the construction activities related to the Building and the City's public rights of way. In order to construct the Building, it will be necessary to secure a Construction Staging Area ("the CSA") for storage and staging during construction, which will include the Parcel and a portion of S. Elm Street, and Haynes Street rights of way as shown in **Exhibit B**.

D. As Fred Lavery and/or Sachse will be occupying the portion of the CSA located on S. Elm Street and Haynes Street, it will be necessary for Fred Lavery and/or Sachse to perform a complete reconstruction of the roadway and streetscape in this portion of the CSA, at their sole cost, after construction of the Building is complete in accordance with the plans detailed in **Exhibit C**, to the full satisfaction of the City, in the City's sole opinion.

THEREFORE, the Parties agree as follows:

1. Recitals. The Recitals above are hereby incorporated into and made a part of this Agreement.

2. Construction Staging Area. The City shall permit Fred Lavery and/or Sachse to utilize public property along S. Elm Street and Haynes Street as a CSA in accordance with **Exhibit B**. Fred Lavery and/or Sachse shall be responsible, at their own expense, for the removal and reinstallation of DTE street lighting in the CSA on S. Elm Street and Hayne Street at their sole

cost. Sachse shall also be responsible and for the installation and maintenance of signs, barricades, fencing, and gates to enclose the CSA and to prohibit access to the staging area by the public. Fred Lavery and/or Sachse shall utilize Yodock 2001MB barricades with 6' high chain link fencing with privacy stripping mounted on top to enclose the CSA. Appropriate signage shall be erected indicating that the staging area is closed to the public and directing pedestrians to alternate access routes. The barriers and signage shall not be constructed until requisite approvals and permits are given and issued by the City, and thereafter shall be constructed in accordance with applicable laws, ordinances, and regulations and the drawing marked as **Exhibit D** at Sachse's sole cost and to the satisfaction of the City in the City's sole opinion.

3. Maintenance of CSA. Fred Lavery and/or Sachse shall maintain the CSA in a secure and safe condition throughout the term of this Agreement. All water valves and storm and sanitary manholes within the CSA shall be accessible to the City or its contractors at all times for operation and maintenance. Placing any materials or parking any vehicles or equipment over the manholes or valve boxes is prohibited. Fire hydrants shall be accessible to the Birmingham Fire Department; a three (3) foot clear zone around the fire hydrant must be maintained at all times, except for any fire hydrant that the City agrees should be removed and the supply capped (both at Fred Lavery's expense) for reinstallation once the Building is completed. The Birmingham Fire Department may require, and Fred Lavery and/or Sachse shall install signage over the fire hydrants on the fencing to indicate "hydrant" at the Fire Department discretion. "Knox" padlocks shall be keyed for the City of Birmingham and will be required for all CSA fencing gate accesses. These locks will be married with an ordinary padlock and chain for emergency access. Fred Lavery and/or Sachse is further responsible to contact the provider(s) of other utility, energy or telecommunication lines to ensure that access to those providers' lines is not adversely affected during this time.

4. Construction Site Enclosure. Fred Lavery and/or Sachse shall provide building plans that detail the actual distances to scale between the Building and the construction barriers for each stage of demolition and construction. Compliance with Sec. 3306 of the Michigan Building Code must be demonstrated for barrier placements. Barrier placements must be placed in a manner to protect pedestrians from any and all construction activity. Construction fencing and barriers are permitted on City property only in the locations shown on the approved Logistics Plan attached as **Exhibit E**.

5. Construction Crane Placement. Fred Lavery and/or Sachse shall obtain approval from the City for the location of the base of the crane, which shall be determined and agreed upon by the City prior to the commencement of any construction activity. The crane must not be on City property, and any portion of the base located on the private property adjacent to the Parcel, shall require a written agreement from that private property owner. Should any portion of the crane project onto any other private or public air space, Fred Lavery and/or Sachse shall obtain written agreement from all the effected property owners.

6. Building Construction Oversight. Fred Lavery and/or Sachse acknowledge that there shall be periodic safety checks at the construction site by the City to ensure Code compliance. Fred Lavery and/or Sachse agree to provide contact information for a locally residing project manager prior to any work commencing and update the contact information constantly throughout construction until completion of the project.

7. Vehicular Circulation and Ingress/Egress. Fred Lavery and/or Sachse shall require all construction and related vehicles to follow the ingress/egress plan as part of the Logistics Plan attached as **Exhibit E**. In accordance with this plan, S. Elm Street will be converted to one-way only south bound. The City shall allow Fred Lavery and/or Sachse to use S. Elm Street and Haynes Street, with the provision that no construction traffic will be permitted on Bowers Street east of Elm Street to Adams Road.

8. Pedestrian Circulation. Fred Lavery and/or Sachse shall ensure pedestrian route signage is installed in accordance with the pedestrian plan which is part of the Logistics Plan attached as **Exhibit E**.

9. Road Closures. Fred Lavery and/or Sachse shall inform the City of any temporary street or lane closures throughout the entirety of the project and obtain required permits for such closures. Fred Lavery and/or Sachse shall coordinate any temporary street or lane closures with adjacent property owners to minimize the closure of lanes and for public protection. Fred Lavery road closures shall be coordinated with City project road closures.

10. Condition of S. Elm Street and Haynes Street Right of Way at Expiration of Agreement. Unless otherwise agreed by the parties in writing, at the conclusion of the term of this Agreement, Fred Lavery and/or Sachse shall remove all barricades, signs, equipment, construction materials, and debris from the CSA located on S. Elm Street and Haynes Street. Fred Lavery agrees that it will mill the existing asphalt pavement 1.5 inches and paved 1.5 inches of asphalt on Haynes Street from Woodward Ave. to west of S. Worth Street as shown in **Exhibit C** at its own costs to the satisfaction of the City in its sole discretion. Fred Lavery and/or Sachse shall match the road elevation at the gutter pan on S. Elm Street and Haynes Street. The City shall require Fred Lavery and/or Sachse to remove and replace as necessary any damaged curb, gutters, and sidewalks on S. Elm Street and Haynes Street at the sole discretion and direction of the City, at Fred Lavery and/or Sachse's sole cost.

11. Reconstruction of S. Elm Street, Haynes Street, and Woodward Ave Intersection. Fred Lavery agrees that it will reconstruct the intersection of S. Elm Street, Haynes Street, and Woodward Avenue as generally depicted on **Exhibit F**, at its own cost to the satisfaction of the City and MDOT (with respect to Woodward Ave.).

12. Term of Agreement. This Agreement shall commence on the Effective Date, provided, however, that Fred Lavery and/or Sachse shall notify the City not less than seven (7) days in advance of the date when Fred Lavery and/or Sachse intends to commence construction of barricades to enclose the CSA. This Agreement shall terminate upon completion of construction of the Building, or on March 31st, 2027 or when Certificate of Occupancy is issued, whichever occurs first, subject to an automatic extension of up to 60 days upon written notice from Fred Lavery and/or Sachse and agreement by the City, not less than thirty (30) days prior to termination date that an extension is necessary in order to complete the Building. Further extensions may be granted in the exercise of reasonable discretion if delays are caused by circumstances outside the reasonable control of Fred Lavery and Sachse in the City's discretion.

13. Insurance. Fred Lavery and Sachse shall obtain and maintain the following and the City as an insured or additional insured:

- a. Workers' Compensation Insurance: Procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance: 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.
- c. Motor Vehicle Liability: 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.
- d. Pollution Liability Insurance: 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.
- e. Additional Insured: Commercial General Liability, Motor Vehicle Liability Insurance, and Pollution 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.
- f. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and Pollution 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, 151 Martin Street, Birmingham, Michigan 48009.

Fred Lavery and Sachse shall maintain insurance coverage throughout the term of the Agreement in accordance with insurance binders attached as **Exhibit G**.

14. Hold Harmless and Indemnification. To the fullest extent permitted by law, Fred Lavery and Sachse and any entity and/or person for whom Fred Lavery or Sachse 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 Fred Lavery and/or Sachse, including their employees and agents, in the performance of the 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.

15. Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If all 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 judgement upon the award of the arbitrator made pursuant to this Agreement. This Agreement shall be governed by the laws of the State of Michigan and the arbitrations shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

16. Permits. Fred Lavery and/or Sachse shall apply for, secure and maintain all permits and approvals as may be required in accordance with all applicable laws and ordinances of the City, State of Michigan, federal agencies and any other governmental entities.

17. Default. Any violation of this Agreement may result in a Stop Work Order until compliance is achieved. Should Fred Lavery and/or Sachse fail to perform any of its obligations hereunder, Fred Lavery and/or Sachse shall be in default of this Agreement and the City may take any and all remedial actions including, but not limited to, completion of the work set forth in this Agreement and/or site restoration and/or termination of the Special Land Use Permit for Fred Lavery. Upon default, should the City elect to perform said work, the City shall provide invoices to Fred Lavery and/or Sachse for the work performed. Fred Lavery and/or Sachse shall immediately reimburse the City for all costs of work performed and necessitated to the default, including attorney fees. In the event Fred Lavery and/or Sachse fails to reimburse the City, or any part thereof, the City may transfer said amount to the tax roll for the Fred Lavery Parcel in accordance with Section 1-14 of the Birmingham City Code.

18. Interpretation. This Agreement is to be construed and interpreted under the laws of the State of Michigan. This Agreement contains the entire agreement between the parties as to its subject matter and may not be modified or amended except in writing signed by both parties. The captions are for reference only and shall play no part in the interpretation of this Agreement. The Recitals and all attached Exhibits are integral parts of this Agreement.

19. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successor(s), but it may not be assigned by any party without the prior written consent of the other parties, which shall not be unreasonably denied. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity, which is not a party to this Agreement.

20. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one (1) day after being sent by overnight courier, or three (3) days after being mailed by registered mail, return receipt requested, to the following address (or any other address that is specified in writing by either party):

To Fred Lavery: Fred Lavery
440 Lake Park
Birmingham, MI 48009

To Sachse: Bill Verbeek, Superintendent & Sachse Construction Legal De
3663 Woodward Ave., Ste. 500
Detroit, MI 48201

To City: Jana L. Ecker, City Manager
151 Martin Street
Birmingham, MI 48009

With copy to: Mary Kucharek, City Attorney
Beier Howlett, P.C.
151 Martin Street
Birmingham, MI 48009

IN WITNESS WHEREOF, the parties, by their respective authorized representatives, enter into this Agreement effective on the date above written.

[Remainder of page intentionally left blank; signatures follow]

**LAVERY MICHIGAN DEALERSHIP
PROPERTIES NO. 1 LLC**

By: Frederick A. Lavery Jr.
Its: Member

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

On this 5th day of November, 2025, before me personally appeared _____, who acknowledged that with authority on behalf Lavery Michigan Dealership Properties No I LLC to do so he/she signed this Agreement.

Sandra Jean Melki Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: _____

SANDRA JEAN MELKI Notary Public, State of Michigan County of Oakland My Commission Expires May 13, 2031 Acting in the County of <u>Oakland</u>
--

[Remainder of page intentionally left blank; signatures follow]

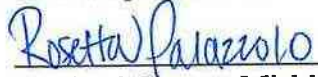
**SACHSE CONSTRUCTION &
DEVELOPMENT**

By: 
KEVIN A. BLIND
Its: VICE PRESIDENT

STATE OF MICHIGAN)
) ss:
COUNTY OF OAKLAND)

ROSETTA PALAZZOLO
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-07-2030
Acting in the County of Oakland

On this 5th day of November, 2025, before me personally appeared Kevin Blind, who acknowledged that with authority on behalf Sachse Construction & Development to do so he/she signed this Agreement.

, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires: 03/07/2030



[Remainder of page intentionally left blank; signatures follow]

CITY OF BIRMINGHAM:

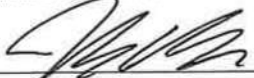
By: _____
Therese Longe, Mayor

Dated: _____

By: _____
Alexandria D. Bingham, City Clerk

Dated: _____

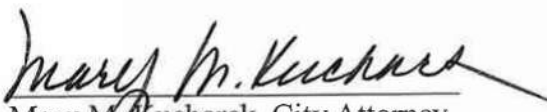
APPROVED:



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



Jeff Zielke, Building Official
(Approved as to substance)



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



Melissa A. Coatta, City Engineer
(Approved as to substance)

125033.000001 4931-1518-3478.2



CVT:	City of Birmingham	PIN:	(08) 19-36-281-032
Status:	Add Pending	Parcel Type:	Land
Add Date:	4/7/2025 3:58:14 PM	Delete Date:	
Parcel PDF:		Last Activity:	4/7/2025 4:31:27 PM

Tax Description



- 1 T2N, R10E, SEC 36
- 2 BOWERS ADD
- 3 LOTS 3 TO 9 INCL, ALSO
- 4 WLY PART OF LOT 10 MEAS
- 5 10.14 FT ALG N LOT LINE &
- 6 10.58 FT ALG S LOT LINE EXC
- 7 THAT PART TAKEN FOR RD
- 8 ALL DESC AS
- 9 BEG AT PT DIST
- 10 N 81-00-00 E 10.79 FT
- 11 FROM SW COR OF SD LOT 3,
- 12 TH N 24-19-26 W 25.43 FT,
- 13 TH N 00-25-32 E 109.22 FT,
- 14 TH N 85-26-34 E 360.70 FT,
- 15 TH S 00-31-00 W 105.79 FT,
- 16 TH S 81-00-00 W 353.29 FT
- 17 TO BEG
- 18 4-2-25 FR 022 & 030

Land Lineage



CVT	PIN	Parent Status	Date	CVT	PIN	Child Status	Date	Split Date
08	19-36-281-022	Delete Pending	04/07/2025	08	19-36-281-032	Add Pending	04/07/2025	04/07/2025
08	19-36-281-030	Delete Pending	04/07/2025	08	19-36-281-032	Add Pending	04/07/2025	04/07/2025

Address Information



Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
	★	Lavery Michigan Dealership Prop	34602 Woodward Ave Birmingham MI 48009-0924
	★	Lavery Michigan Dealership Prop	34350 Woodward Ave Birmingham MI 48009

Site Address Count: 1 Total Address Count: 2

RECEIVED

NOV 05 2025

City of Birmingham
Community Development Department

EXHIBIT B

PEA GROUP
1.888.812.2949
www.peagroup.com



SCALE: 1" = 20'



CLIENT
FRED LAVERY CO.
DEMOLITION CONTRACTOR

PROJECT TITLE
LAVERY
CORPORATE OFFICE
DEMOLITION PROJECT

REVISIONS

ORIGINAL ISSUE DATE:
JANUARY 14, 2025

DRAWING TITLE

**DEMOLITION
AND SOIL
EROSION PLAN-
PHASE II**

PEA JOB NO. 19-0344.01

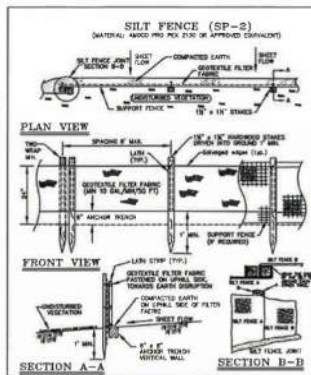
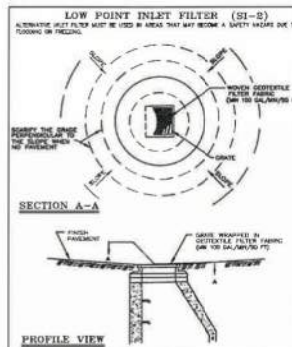
P.S. ESB

C.N. RDV

C.E. RDV

CRAYONS NUMBER

C-2.0



- SOIL EROSION AND SEDIMENTATION CONTROL**
GENERAL DEMOLITION NOTES:
1. SEE EXHIBIT COUNTY W.D. SOIL EROSION AND SEDIMENTATION CONTROL DETAILS ON THIS SHEET.
 2. PLACE SILT FENCE AND INLET FILTERS ON EXISTING STORM SEWER STRUCTURES, ACCORDING TO PLANS.
 3. DISPOSE OF ALL EXISTING UNDESIRABLE MATERIALS OFF SITE IN A LEGAL MANNER, PER BUREAU OF SANITARY ENGINEERING.
 4. UNDESIRABLE MATERIALS CONSIST OF, BUT ARE NOT NECESSARILY LIMITED TO: FLOODING, CONCRETE, ASPHALT, STEEL, BRICK, STUMPS, ROOTS, OR OTHER MISCELLANEOUS DEBRIS ON GRADE.
 5. APPLY TOPSOIL, SEED AND MULCH/ROD TO ALL DISTURBED AREAS UPON COMPLETION OF DEMOLITION. THE CONTRACTOR SHALL STAGE CONSTRUCTION ACTIVITIES IN ORDER TO MINIMIZE THE EXPOSURE OF UNSTABILIZED AREAS.
 6. CLEAN PAVEMENT AND STORM SEWERS, REMOVE SILT FENCE, AND INLET FILTERS ONCE VEGETATION HAS BEEN ESTABLISHED.
 7. ALL DIRT AND MUD TRACKED ONTO PUBLIC ROADS SHALL BE REMOVED. DIRT AND MUD TRACKED ONTO PUBLIC ROADS SHALL BE REMOVED PRIOR TO SUBMITTING A BCS.
 8. REMOVE ALL STRUCTURES DESIGNATED FOR REMOVAL, ACCORDING TO THE DEMOLITION PLAN. THIS INCLUDES FOUNDATIONS, FORMERS, FOUNDATION WALLS, FLOOR SLABS, UNDERGROUND UTILITIES, CONCRETE, ASPHALT, STEEL, ETC.
 9. THE CONTRACTOR SHALL, AS A MINIMUM, PROVIDE DIRT INJECTION EXPOSURE AROUND EXISTING WELLS TO BE SAVED THAT ARE WITHIN 15 FEET OF CONSTRUCTION ACTIVITIES AND AS INDICATED IN THE PLANS OR PER LOCAL AGENCY REQUIREMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN UP AND RESTORATION OF THE SITE TO ORIGINAL CONDITION. THE CONTRACTOR SHALL MAINTAIN TRAFFIC FLOW AND SAFETY THROUGHOUT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC FLOW THROUGHOUT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC FLOW THROUGHOUT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC FLOW THROUGHOUT THE WORK ZONE.
 11. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNAGE, WARNING LIGHTS AND OTHER TRAFFIC CONTROL DEVICES TO PROTECT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC FLOW THROUGHOUT THE WORK ZONE AND SAFELY MAINTAIN TRAFFIC FLOW THROUGHOUT THE WORK ZONE.
 12. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO CONFIRM THAT UTILITY LEADS DEMOLITION HAVE BEEN TAKEN OUT OF SERVICE PRIOR TO DEMOLITION.
 13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF SIGNS AND SUPPORTS WITHIN THE WORK AREA. AS NECESSARY TO FACILITATE CONSTRUCTION, SIGNS SHALL BE PROTECTED OR DISMANTLED FOR REUSE AS SPECIFIED IN THE PLANS OR AS REQUIRED BY THE AGENCY OF JURISDICTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGED SIGNS AND SUPPORTS AT NO ADDITIONAL COST TO THE OWNER.
 14. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANIES TO CONFIRM THAT UTILITY LEADS DEMOLITION HAVE BEEN TAKEN OUT OF SERVICE PRIOR TO DEMOLITION.

- SOIL EROSION MAINTENANCE SCHEDULE AND NOTES:**
1. THE SOIL EROSION CONTROL SHALL BE MAINTAINED WEEKLY AND AFTER EVERY STORM EVENT BY:
 2. IF ANY DAMAGE HAS OCCURRED AS A RESULT OF STORM WATER DISCHARGE FROM THE SITE, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:
 3. ANY DIRT OR DIRT ON ANY PAVED AREA RESULTING FROM CONSTRUCTION TRAFFIC SHALL BE CLEANED IN A PROPER MANNER BY THE CONTRACTOR. THE CONSTRUCTION TRUCK SHALL BE CLEANED AT THE END OF EACH DAY.
 4. ALL DIRT AND MUD TRACKED ONTO PAVED AREAS SHALL BE REMOVED BY THE CONTRACTOR DAILY BY SCOWING. STREET SHEETING IS REQUIRED NEARLY.
 5. SILT FENCE MAINTENANCE SHALL INCLUDE THE REMOVAL OF ANY BUILT UP SEDIMENT WHEN THE SEDIMENT HEIGHT ACCUMULATES TO 1/2 TO 1/3 OF THE HEIGHT OF THE FENCE. THE CONTRACTOR IS RESPONSIBLE TO REMOVE, REPLACE, REPAIR OR RECONSTRUCT THE SILT FENCE SHOULD IT FAIL OR BE DAMAGED DURING CONSTRUCTION.
 6. INLET FILTER MAINTENANCE SHALL INCLUDE THE REMOVAL OF ANY ACCUMULATED SILT OR OTHER DEBRIS. THE REMOVAL OF SILT SHOULD BE WITHIN THE USE OF A STEEL BRUSH (BROOM OR SQUARE POINT SHOVEL). IF INLET FILTERS CAN NOT BE CLEANED OR ARE DAMAGED, THEN THE FABRIC MUST BE REPLACED.
 7. CONSTRUCTION SHALL PROVIDE WATER TRUCK TO WATER DOWN THE SITE ON A DAILY BASIS AS REQUIRED TO MAINTAIN DUST CONTROL.
 8. IF HIGH CONCENTRATION IS OBSERVED OR INDICATED DURING CONSTRUCTION A DEMONSTRATION PLAN MUST BE SUBMITTED TO THE CITY ENGINEERING DIVISION FOR REVIEW.

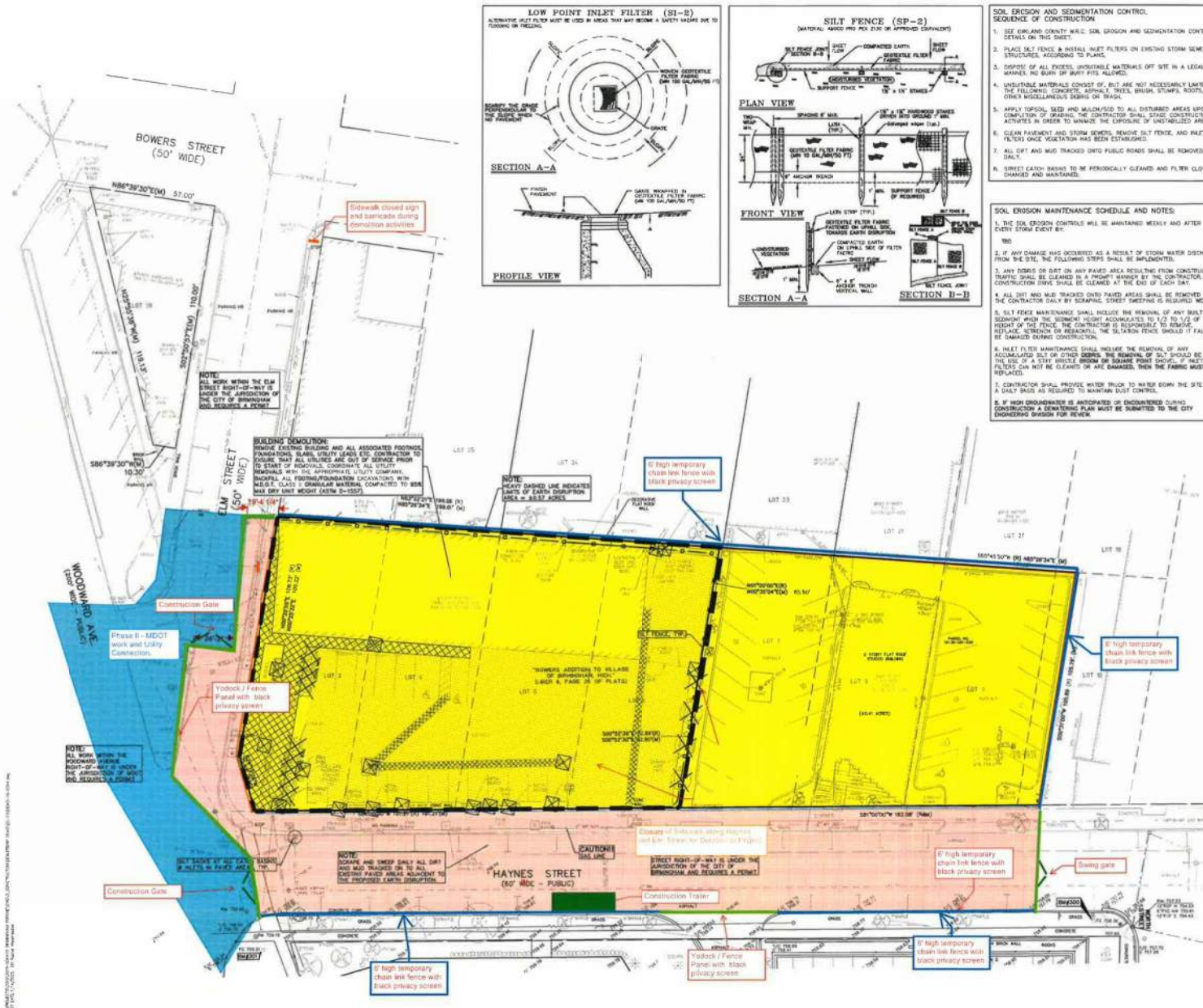
- SYMBOLS: EROSION CONTROL:**
- (SP-2) SILT FENCE
 - (SI-2A) LOW POINT INLET FILTER
 - (SI-2) RIVER INLET FILTER
 - (SP-2) TEMPORARY STONE ADDRESS STRIP
 - (SI-2) EROSION CONTROL BLANKET
 - (SI-2) WRAP
 - TEMPORARY SEEDS AND MULCH
- NOTES TO CLERK: SOIL EROSION AND SEDIMENTATION CONTROL DETAILS SHEET FOR ALL SOURCE DETAILS.**

EROSION CONTROL QUANTITIES:

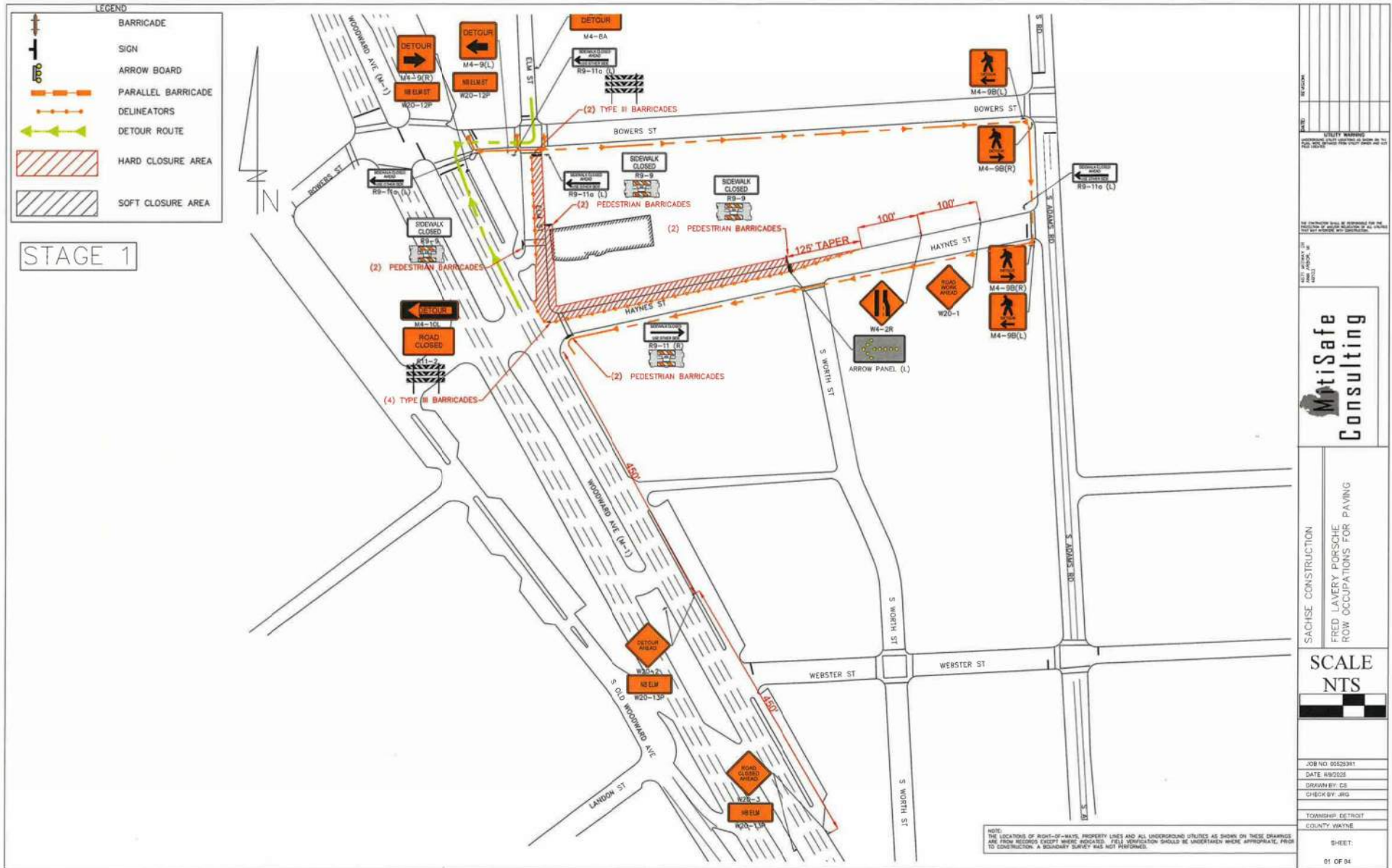
SILT FENCE LOW POINT INLET FILTER: 200 LF

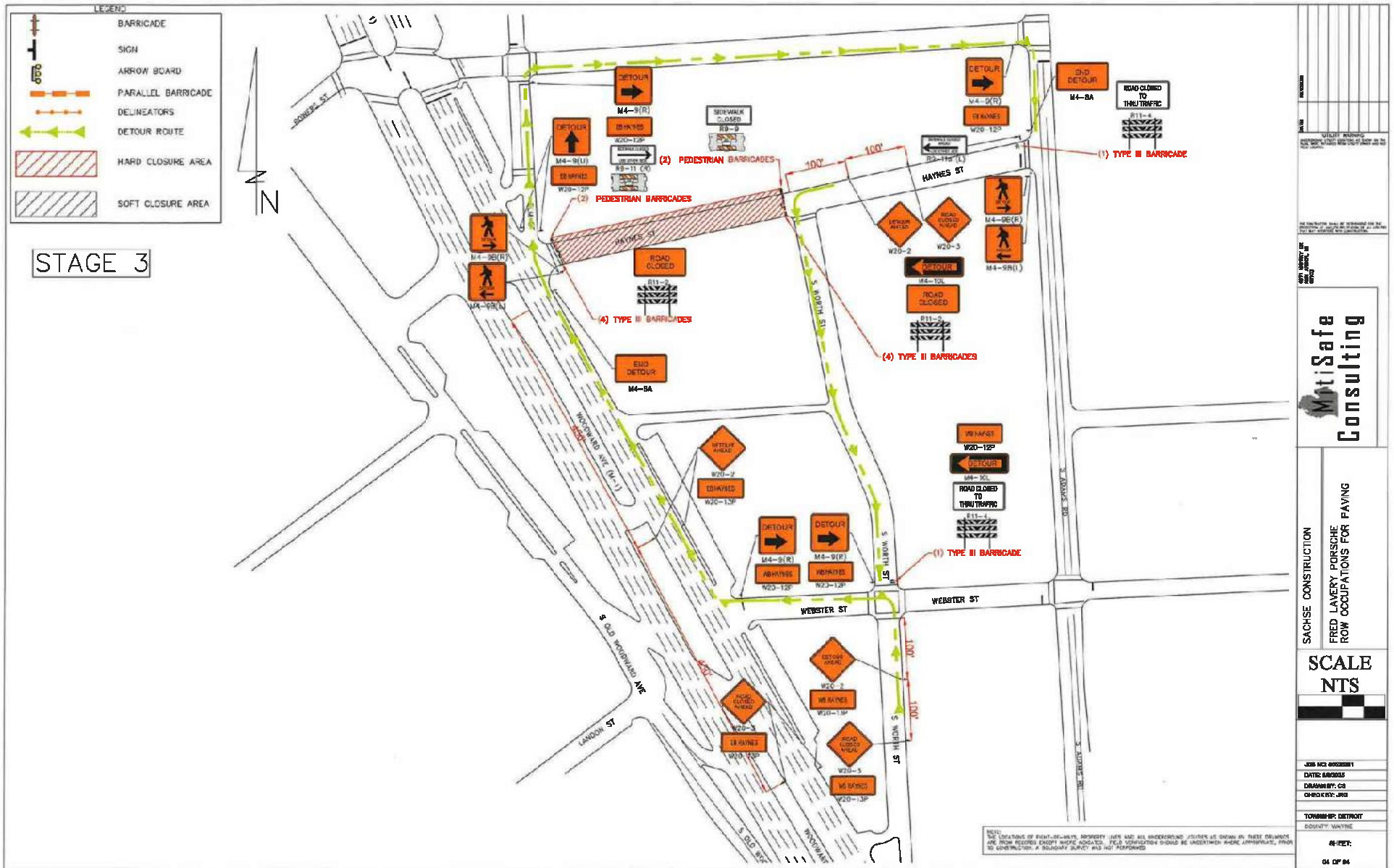
DEMOLITION LEGEND:

- ITEM TO BE PROTECTED**
- ITEM TO BE REMOVED**
- CONCRETE REMOVAL**
- CONCRETE PAVEMENT AND SIDEWALK REMOVAL**
- AREA OR ITEMS TO BE REMOVED**
- UTILITY REMOVAL**
- ABANDON UTILITY**
- ASPHALT REMOVAL**
- TREE REMOVAL**
- SCALD LINE**









CONSTRUCTION PLANS

LAVERY PORSCHE

34350 WOODWARD AVE
BIRMINGHAM, MI 48009

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL

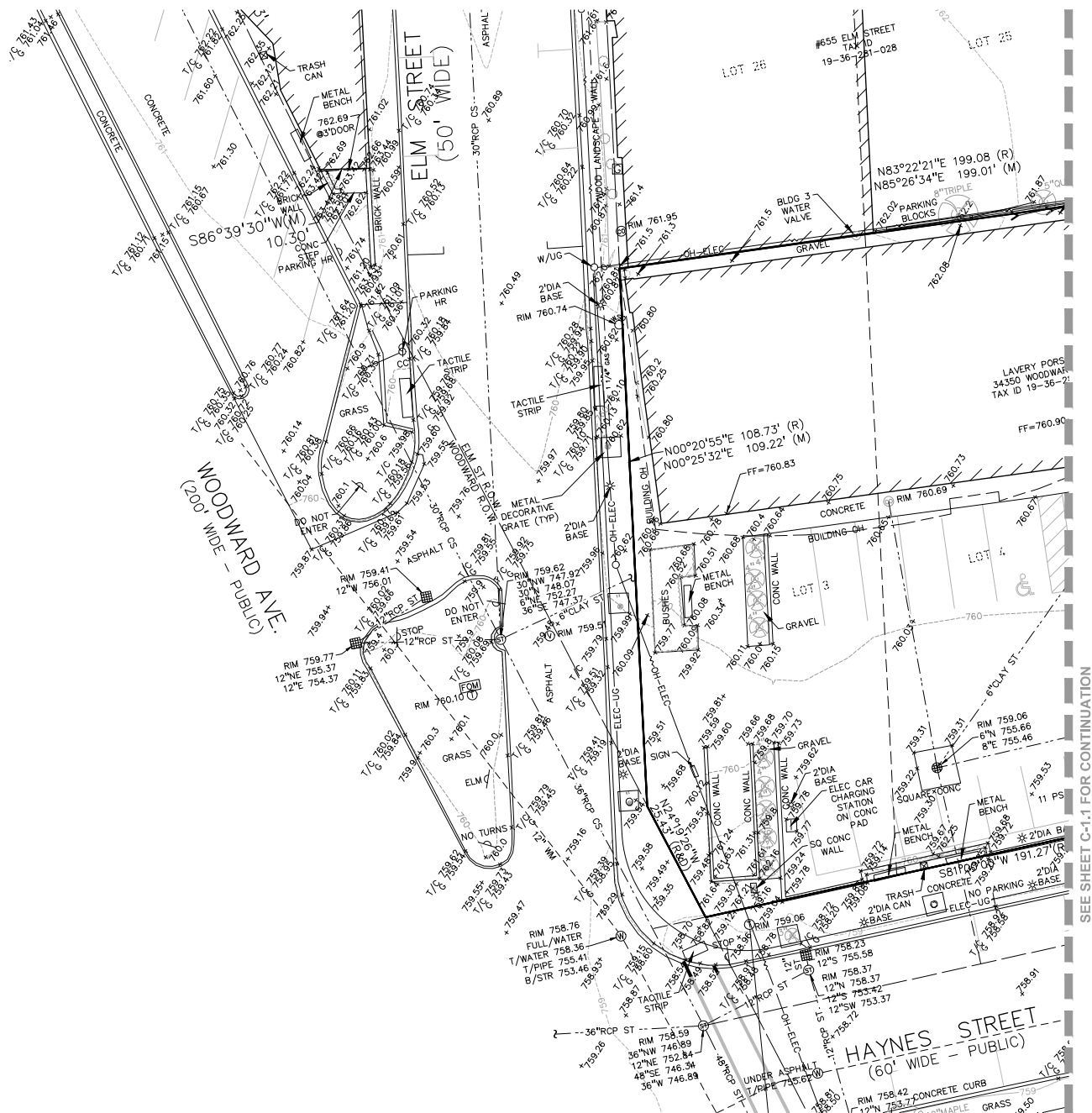


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C-2.0 • DEMOLITION PLAN SHEET 1 OF 3	
C-2.1 • DEMOLITION PLAN SHEET 2 OF 3	
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CITY OF BIRMINGHAM CBD STREETSCAPE STANDARD DETAILS (2 SHEETS)	
OAKLAND COUNTY SOIL EROSION AND SEDIMENTATION CONTROL DETAILS	

DESIGN TEAM	
OWNER/APPLICANT/DEVELOPER	CIVIL ENGINEER
FRED LAVERY CO. 34350 WOODWARD AVE. BIRMINGHAM, MICHIGAN, 48009 CONTACT: FRED LAVERY	PEA GROUP 45 W. GRAND RIVER AVE., STE 501 DETROIT, MI 48226 CONTACT: EMIL S. BLUNER ■ PE PHONE: 564.213.2949 EMAIL: EBUNER@PEAGROUP.COM



REVISIONS	
DESCRIPTION	DATE
FOR PERMIT	3/26/2025
FOR PORSCHE REVIEW	4/14/2025
ISSUE 003 ADDENDUM 02	5/13/2025
ISSUE 005 ADDENDUM 04	6/26/2025
REV PER CITY OF BIRMINGHAM	7/23/2025
006 PERMIT RESUBMISSION	8/22/2025
PLUMBING REVISION	8/26/2025
REV. BIRMINGHAM	10/20/2025
REV. BIRMINGHAM	10/29/2025



- [illegible]

- BENCHMARKS:**
BM 300: ARROW ON HYDRANT AT
SOUTHWEST CORNER OF HAYNES ST. &
WORTH ST. ELEV.=760.965
BM 301: ARROW ON HYDRANT AT
SOUTHEAST CORNER OF HAYNES ST. &
WOODWARD AVE. ELEV.=761.61

LEGAL DESCRIPTIONS
(PER OAKLAND COUNTY)

PN: 1936281022
T2N, R10E, SEC 36 BOWERS ADD ELY PART OF LOT 6 BEG
AT NE COR TH NLY 1/3 1/2 FT ALG N LOT LINE 1/4
TH S 1/4 COR TH NLY 1/3 1/2 FT ALG N LOT LINE 1/4
TO SE LOT COR TH NLY 1/3 1/2 FT ALG E LOT LINE 1/4
TO BEG. ADJ. OF LOTS 7, 8, 9, ALSO NW 1/4 PART OF
LOT 10 BEAS 10.14' ALG N LOT LINE & 10.58' ALG S LOT
LINE

PN: 1936281022
T2N, R10E, SEC 36 BOWERS ADD LOT 3 EXC THAT PART
TAKEN BY LOT 10 WITH L & S 4.5' ALSO LOT 6 EXC ELY
PART BEG AT NE COR TH NLY 1/3 1/2 FT ALG N LOT LINE
TH S 1/4 COR TH NLY 1/3 1/2 FT ALG N LOT LINE 1/4
TO SE LOT COR TH NLY 1/3 1/2 FT ALG E LOT LINE 1/4
TO BEG.

PEA
GROUP
t: 844.813.2949
www.peagroup.com



CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE DIAGRAM 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 DEPTHS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
FRED LAVERY CO.
34602 WOODWARD AVE.
FREDERICK, MICHIGAN 49730

PROJECT TITLE
**LAVERY
PORSCHE**
34350 WOODWARD AVE.
REDFINGHAM, MA 01916-4826

REVIEWS	
FOR PERMIT	3/28/25
002 INDIANAPOLIS REVIEW	4/14/25
003 ADDENDUM 02	5/13/25
005 ADDENDUM 04	8/26/25
REV PER CITY OF BIRMINGHAM	7/23/25
006 PERMIT RESUBMISSION	8/22/25
PUMPING REVISION	8/26/25
MDOT	9/17/25
REV. BIRMINGHAM	10/20/25
REV. BIRMINGHAM	10/29/25

DRAWING TITLE
**TOPOGRAPHIC
SURVEY SHEET 1
OF 3**

PEA JOB NO.	19-0344.01
P.M.	ESB
DN.	JRW
DES.	JRW
DRAWING NUMBER:	

C-1.0



- BENCHMARKS:**

LEGAL DESCRIPTIONS
(PER OAKLAND COUNTY)

PIN: 1936281030
T2N, R10E, SEC 36, BOWERS ADD ELY PART OF LOT 6 BEG AT NE COR LOT, TH NLY 1/3 FT ALG N LOT LINE, TH S 89 FT TO SE COR LOT, TH NLY 118.42 FT ALG E LOT LINE TO BEG, TH S 10.14 FT ALG S LOT LINE, & ALSO WLY PART OF LOT 7, TH S 10.14 FT ALG N LOT LINE, & 10.58 FT ALG S LOT LINE TO BEG.

PIN: 1936281022
T2N, R10E, SEC 36, BOWERS ADD LOT 3 EXC THAT PART WLY 1/3 FT ALG N LOT LINE, & 4.5 FT ALG E LOT LINE, & 6.9X ELY PART BEG AT NE COR LOT, TH W 1/3 FT ALG N LOT LINE, & 10.14 FT ALG E LOT LINE, & 10.58 FT ALG S LOT LINE TO BEG, TH S 10.14 FT ALG S LOT LINE, & 10.58 FT ALG S LOT LINE TO BEG.



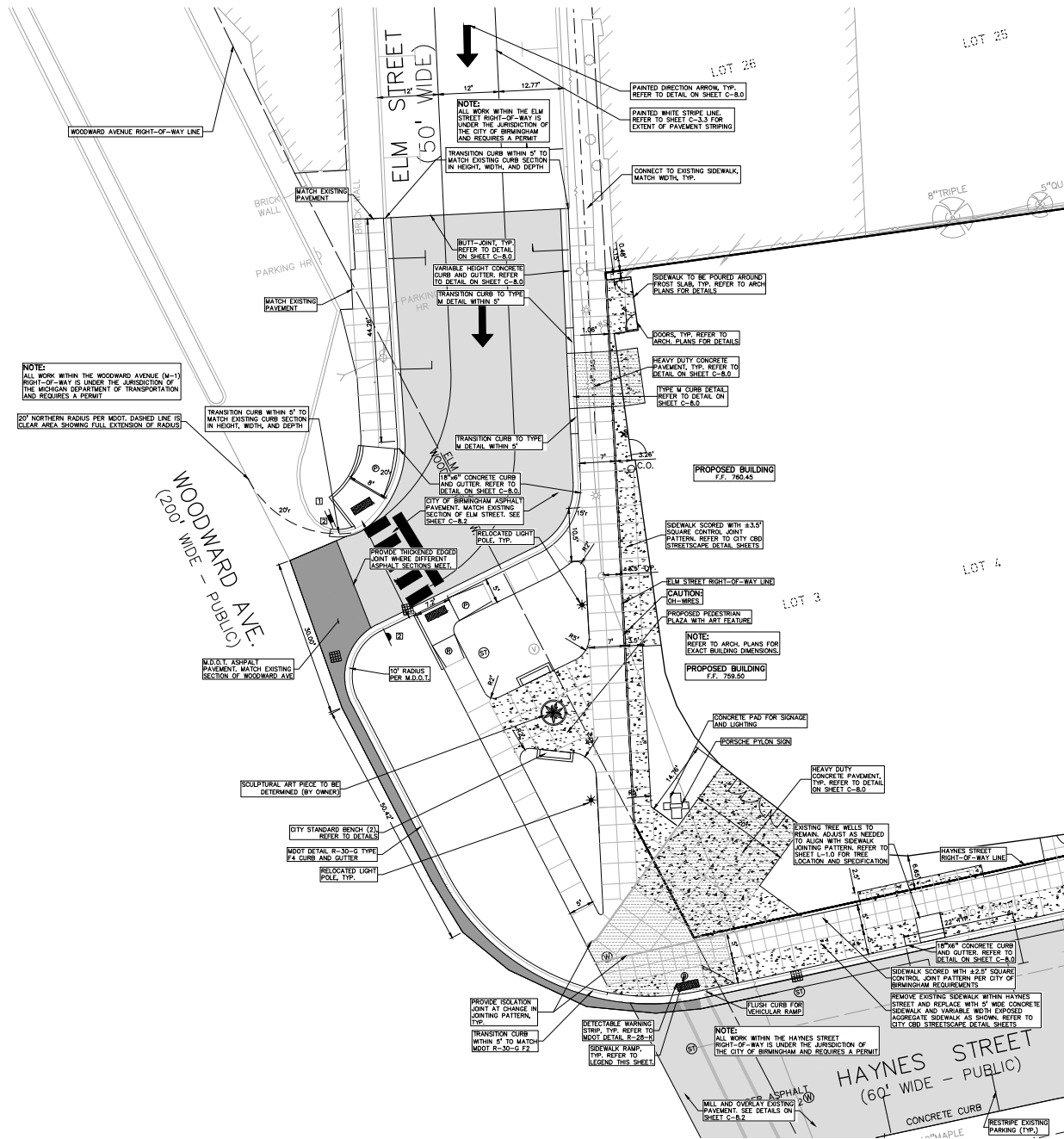
811
Call before you dig

CLIENT
FRED LAVERY CO.
34602 WOODWARD AVE.

REVISIONS	
FOR PERMIT	3/26/25
002, BIRMINGHAM REVIEW	4/14/25
003 ADDENDUM 02	5/13/25
005 ADDENDUM 04	8/26/25
REV PER CITY OF BIRMINGHAM	7/23/25
006 PERMIT RESUBMISSION	8/22/25
PULMONS REVISION	9/28/25
MDOT	9/17/25
REV. BIRMINGHAM	10/20/25
REV. BIRMINGHAM	10/29/25

PEA JOB NO.	19-0344.01
P.M.	ESB
DN.	JRW
DES.	JRW
DRAWING NUMBER:	

C-1.1



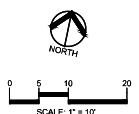
LEGEND: CONCRETE PAVEMENT, ASPHALT PAVEMENT, CONCRETE CURB AND GUTTER, REVERSE GUTTER PAN, RETRACTION LINE, REINFORCING, LIGHTPOLE, DUMPSTER ENCLOSURE, PARKING SIGNAGE

- GENERAL NOTES: THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT. 1. ALL DIMENSIONS SHOWN ARE TO BACK OF CURB, FACE OF SIDEWALK, OUTSIDE FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.

SIGN LEGEND: STOP SIGN, DO NOT ENTER SIGN, REFER TO DETAIL SHEET FOR SIGN DETAILS. SIDEWALK RAMP LEGEND: SIDEWALK RAMP TYPE E, SIDEWALK RAMP TYPE F, CURB DROP ONLY

Table with 2 columns: REQUIRED, PROPOSED. Rows include SITE DATA TABLE, ZONING, PROPOSED USE, BUILDING INFORMATION, and B-4 ZONING RETRACTION REQUIREMENTS.

PEA GROUP logo and contact information: t: 844.813.2949, www.peagroup.com



CAUTION: USER AND REVIEWER OF THESE DRAWINGS ARE ADVISED THAT THE INFORMATION CONTAINED HEREIN IS FOR GENERAL INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF PEA GROUP.

CLIENT: FRED LAVERY CO. 3462 WOODWARD AVE. BIRMINGHAM, AL 35202

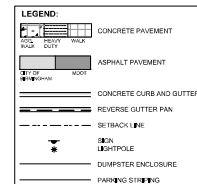
PROJECT TITLE: LAVERY PORSCHE 3430 WOODWARD AVE. BIRMINGHAM, AL 35202

Table with 2 columns: REVISIONS, DATE. Rows include FOR PERMIT, CORRECTIONS, and other revisions.

DRAWING TITLE: DIMENSION AND PAVING PLAN 1 OF 3

PEA JOB NO.: 19-0344.01, PAK: ESS, DN: JRM, DES: JRM

DRAWING NUMBER: C-3.0



- GENERAL NOTES:**
- THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.
1. ALL DIMENSIONS SHOWN ARE TO CENTER OF CURB, FACE OF SIDEWALK, OUTSIDE OF FACE OF BUILDING, PROPERTY LINE, CENTER OF MANHOLE/CATCH BASIN OR CENTERLINE OF PAVED AREA, UNLESS OTHERWISE NOTED.
2. REFER TO SHEET C-9.0 FOR ON-SITE PAVING DETAILS.
3. REFER TO M.D.O.T. STANDARD PLAN R-28a FOR SIDEWALK RAMP DETAILS.
4. "NO PARKING-FIRE LANE" SIGNS SHALL BE POSTED ALONG ALL FIRE LINES AT 100 FOOT INTERVALS OF AS DIRECTED BY THE CITY OFFICIAL.
5. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH CITY OF BIRMINGHAM CURRENT STANDARDS AND REGULATIONS.
6. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION OVER THE HIGHWAY PRIOR TO ANY CONSTRUCTION OF THE PROJECT.
7. ANY WORK WITHIN THE STREET OR HIGHWAY RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND PERMITS UNITS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLAN.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, GATE, WALLS, ETC.) TO BE MAINTAINED AND/OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY.
9. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST SCHEDULE AN INSPECTION WITH AN INSPECTION WITH AN MOOT INSPECTOR TO REVIEW SANITATION AND THE SIGN PAINTED BIRMINGHAM GREEN.
10. ALL NEW SIGNAGE MUST HAVE THE POST AND THE BACK OF THE SIGN PAINTED BIRMINGHAM GREEN.

SIGN LEGEND:

'STOP' SIGN	
'DO NOT ENTER' SIGN	

REFER TO DETAIL SHEET FOR SIGN DETAILS

SIDEWALK RAMP LEGEND:

SIDEWALK RAMP TYPE R	
SIDEWALK RAMP TYPE P	
CURB DROP ONLY	

REFER TO LATEST MDOT R-28
STANDARD RAMP AND DETECTABLE
WARNING DETAILS AND CITY OF
BIRMINGHAM CBD STREETSCAPE
DETAILS FOR SIDEWALK RAMP DETAIL

SITE DATA TABLE:

SITE AREA: 6.98 ACRES, NET AND GROSS

ZONING: B-2, GENERAL, BUSINESS, MIXED OVERLAY

PROPOSED USE: OCCUPANCY B MOTOR VEHICLE SHOWROOMS, 5-1 MOTOR VEHICLE REPAIR GARAGE, 5-2 PARKING GARAGES, 5-1 STORAGE (TED)

BUILDING INFORMATION:

- MAXIMUM ALLOWABLE BUILDING HEIGHT = 15 FT FOR NON-SPRINKLED TYPE SOA3 (NICHAN SANITARY CODE 2015), 3 STORIES
- PROPOSED BUILDING HEIGHT = 39 FT, 3 STORIES

B-4 ZONING SETBACK REQUIREMENTS:

	REQUIRED:	PROPOSED:
• FRONT (SOUTH, WEST, EAST)	0'	0'
• SIDE (NORTH)	0'	0'

PROJECT TITLE
**LAVERY
PORSCHE**
34350 WOODWARD AVE.
GRIFFIN, GA 30209

REVISIONS	
FOR PERMIT	3/26
002 REDPORCH-BE REVIEW	4/14
003 ADDENDUM 02	5/13
005 ADDENDUM 04	6/26
REV PER CITY OF BIRMINGHAM	7/25
006 PERMIT RESUBMISSION	8/22
PLUMBING REVISION	8/26
MDOT	9/17
REV. BIRMINGHAM	10/20
REV. BIRMINGHAM	10/25

DRAWING TITLE
**DIMENSION AND
PAVING PLAN**
3 OF 3

PEA JOB NO.	19-0344.0
P.M.	E
DN.	JF
DES.	JF
DRAWING NUMBER:	

C-3.2



GRADING LEGEND:

EXISTING SPOT ELEVATION
PROPOSED SPOT ELEVATION
TYPICAL TOP OF PAVEMENT
PROPOSED GUTTER
CURB LINES
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED REVERSE GUTTER PAVE
PROPOSED REVERSE CURB LINE
PROPOSED DIAKE/BATCH

ABBREVIATIONS

1" = TOP OF CURB	GT = GUTTER GRADE
1" = TOP OF PAVEMENT	PG = PROPOSED GRADE
1" = TOP OF SIDEWALK	PS = PAVED GRADE
1" = EXISTING GRADE	

REFER TO GRADING NOTES ON SHEET C-40

EARTHWORK BALANCING NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED TO PROPERLY GRADE THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVED PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY FIELD CULMINATIONS AND ALLOW FOR REMOVAL OF ALL EXISTING MATERIALS OF ADJACENT MATERIALS IN ADDITIONAL COST TO THE OWNER.

MARKERS:

1" BENCH MARK ON HYDRANT AT SOUTHWEST CORNER OF HAYNES ST. & NORTH ST.

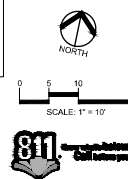
1" BENCH MARK ON HYDRANT AT SOUTHEAST CORNER OF HAYNES ST. & WOODWARD AVE.

0 5 10 20
SCALE: 1" = 10'

811 *Before you dig, call before you dig!*

PEA JOB NO.	19-0344.01
P.M.	ESB
DN.	JRW
DES.	JRW
DRAWING NUMBER:	

C-4.0



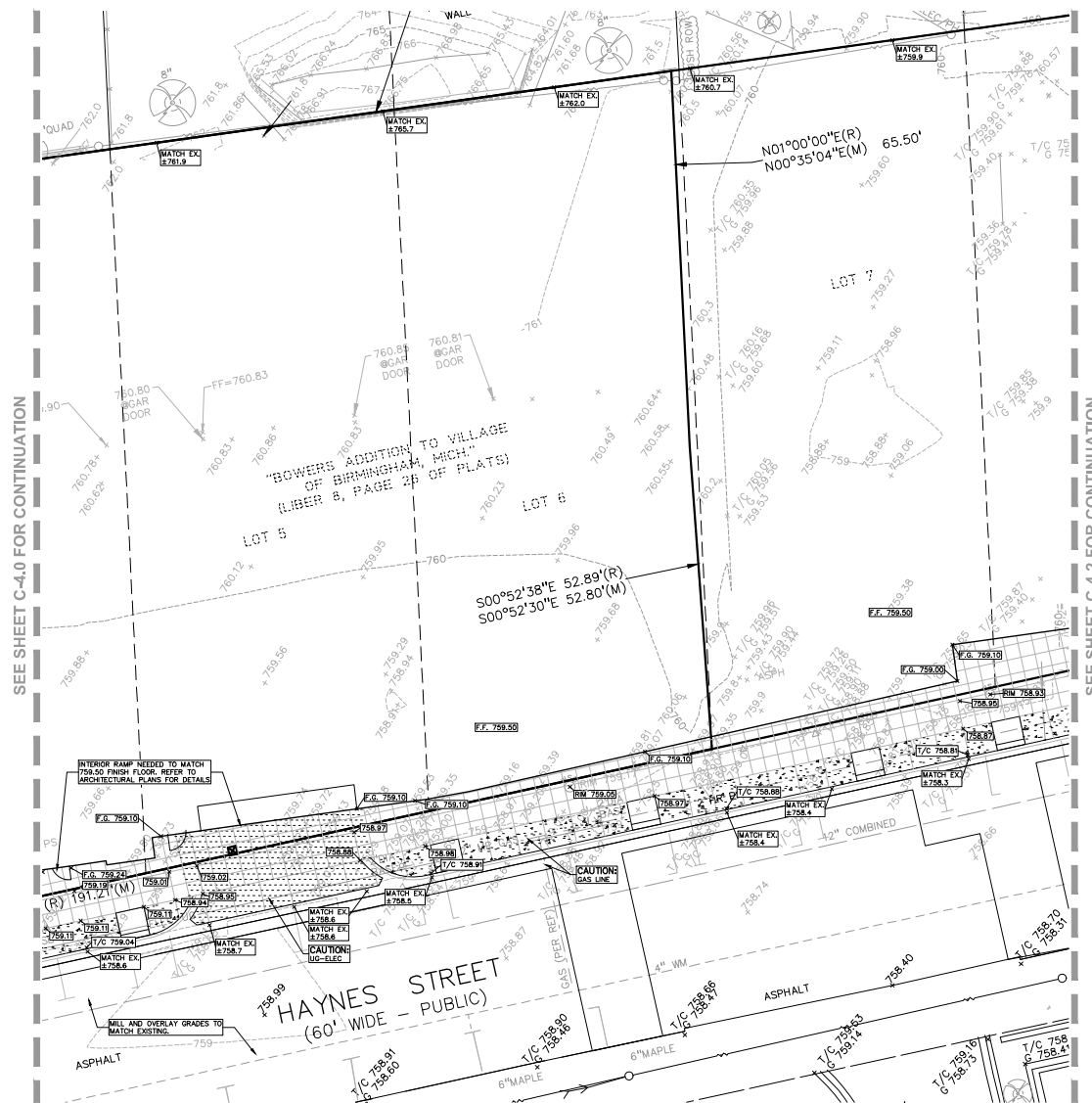
PROJECT TITLE
**LAVERY
PORSCHE**
34350 WOODWARD AVE.

REVISIONS	
FOR PERMIT	3/26
002 RESPONSE: RE-REVIEW	4/14
003 ADDENDUM 02	5/13
005 ADDENDUM 04	8/26
REV PER CITY OF BIRMINGHAM	7/23
006 PERMIT RESUBMISSION	8/22
PLUMBING REVISION	8/28
MDOT	9/17
REV. BIRMINGHAM	10/20
REV. BIRMINGHAM	10/29

DRAWING TITLE
GRADING PLAN
2 OF 3

PEA JOB NO.	19-0344-0
P.M.	ES
DN.	JR
DES.	JR
DRAWING NUMBER:	

C-4.1



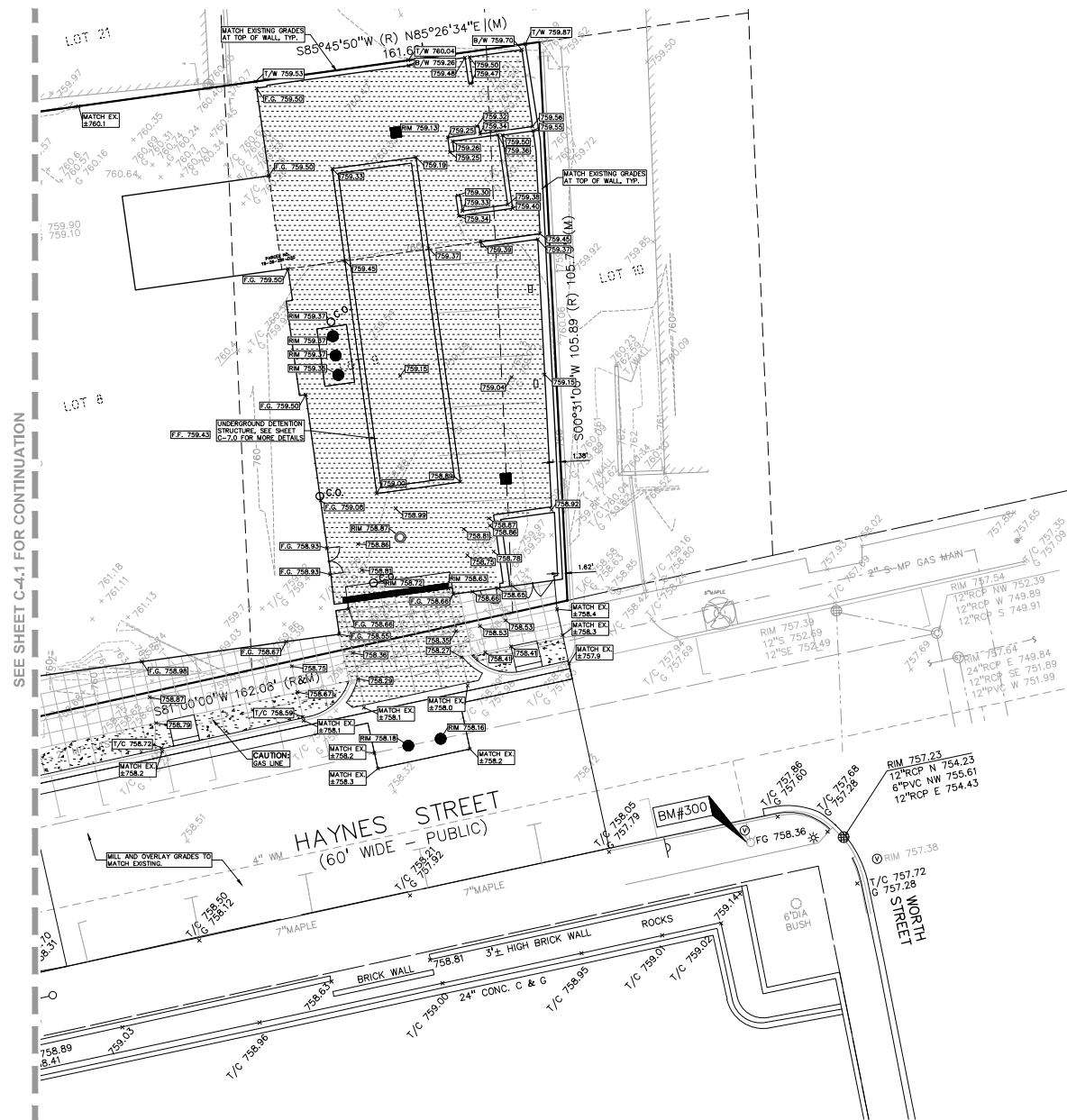
UTILITY LEGEND:

- E—E—C—V—E—E EX. ELEV. PIPE & BULKY AIR
- G—C—V—E—E EX. GAS, GAS FIT. & PROPANE
- E—E—E—E—E—E—E—E—E—E EX. ELEC. COMMUNICATION LINE, POSTER, & MANHOLE
- E—E—E—E—E—E—E—E—E—E EX. ELEC. ELEV. CABLE, INTER. & MANHOLE
- E—E—E—E—E—E—E—E—E—E EX. GAS LINE
- E—E—E—E—E—E—E—E—E—E EX. GAS VALVE & CLOSING MANHOLE
- E—E—E—E—E—E—E—E—E—E EX. HANGING CABLE & HANGING POINT VALVE
- E—E—E—E—E—E—E—E—E—E EX. WATER METER
- E—E—E—E—E—E—E—E—E—E EX. HYDRANT, GATE VALVE & FLOW INDICATION VALVE
- E—E—E—E—E—E—E—E—E—E EX. WATER VALVE, BOX & BATTERY
- E—E—E—E—E—E—E—E—E—E EX. SANITARY BRANCH
- E—E—E—E—E—E—E—E—E—E EX. SANITARY CLEANOUT & MANHOLE
- E—E—E—E—E—E—E—E—E—E EX. COMBINED BATH, SINK & BATH
- E—E—E—E—E—E—E—E—E—E EX. STORM SEWER
- E—E—E—E—E—E—E—E—E—E EX. CLEANOUT & MANHOLE
- E—E—E—E—E—E—E—E—E—E EX. SEWAGE, HOUSE, & BATH, SINK, & BATH
- E—E—E—E—E—E—E—E—E—E EX. YARD DRAIN, STORM DRAIN
- E—E—E—E—E—E—E—E—E—E EX. DRAIN, FRESH STRUCTURE
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN WATER MAIN
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN WATER AND GATE VALVE
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN TAPPING ELBOW, VALVE & WELL
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN STORM BRANCH
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN SANITARY BRANCH
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN SANITARY CLEANOUT & MANHOLE
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN STORM BRANCH
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN STORM SEWER, CLEANOUT & MANHOLE
- E—E—E—E—E—E—E—E—E—E PHOSPHOGEN CATCH BASIN, PILET & YARD DRAIN

GRADING LEGEND:	
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	TYPICAL TOP OF PAVEMENT
	CURB LINES
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED REVERSE ROLLER PULL RATE
	PROPOSED HINGE LINE
	PROPOSED DRAINAGE DITCH
ABBREVIATIONS	
1" = 1' TOP OF CURB	C = CUTTER FLOOR
1" = 1' TOP OF PAVEMENT	F = FINISH FLOOR
1" = 1' TOP OF GRADELINE	FG = FINISH GRADE
1" = 1' HORIZONTAL	
REFER TO GRADING NOTES ON SHEET C-60	
EARTHWORK BALANCING NOTE:	
THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING SUFFICIENT MATERIALS AS REQUIRED TO PROPERLY GRADE THIS PROJECT. THE CONTRACTOR SHALL SUBMIT A PROPOSED EARTHWORK BALANCING PLAN TO THE APPROVED PLANNING THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND ELICITATING AND ALLOW FOR REMOVAL OF EXCESS OR BURDENSOME OF EXCESS MATERIALS AT AN ADDITIONAL COST TO THE CONTRACTOR.	
BENCHMARKS:	
1" = 300' ARROW ON HYDRANT AT SOUTHWEST CORNER OF HAYNES ST. & 30TH ST.	ELEV.=760.965
1" = 300' ARROW ON HYDRANT AT SOUTHWEST CORNER OF HAYNES ST. & WOODWARD AVE.	ELEV.=761.61

in: \\projeccts\2019\2019-0344-01 REMEDIATION RESPONSE\GIS\CONSTRUCTION\0-4\JANU-19-0344.mxd PL01
DATE: 10/29/2020 BY: Fred S. Burck III

SEE SHEET C-4.1 FOR CONTINUATION



UTILITY LEGEND:

EX. 12\"/>	EX. GAS VALVE & GAS LINE
EX. 4\"/>	EX. U.S. CABLE TV & PROPERAL
EX. 4\"/>	EX. U.S. COMMUNICATION LINE, PEDESTAL & MANHOLE
EX. 4\"/>	EX. U.S. SEWAGE, METER & MANHOLE
EX. 4\"/>	EX. GAS LINE
EX. 4\"/>	EX. TRANSFORMER & REGULATION VALVE
EX. 4\"/>	EX. WATER MAIN
EX. 4\"/>	EX. HYDRANT, DATE VALVE & POST INDICATOR VALVE
EX. 4\"/>	EX. SANITARY SEWER
EX. 4\"/>	EX. SANITARY CLEANOUT & MANHOLE
EX. 4\"/>	EX. COINTEGRATED SEWER MANHOLE
EX. 4\"/>	EX. STORM SEWER
EX. 4\"/>	EX. CLEANOUT & MANHOLE
EX. 4\"/>	EX. SQUARE, ROUND, & RECTANGULAR CATCH BASIN
EX. 4\"/>	EX. YARD DRAIN & ROOF DRAIN
EX. 4\"/>	EX. UNIDENTIFIED STRUCTURE
EX. 4\"/>	PROPOSED WATER MAIN
EX. 4\"/>	PROPOSED HYDRANT & DATE VALVE
EX. 4\"/>	PROPOSED TAPPING & DATE VALVE & WELL
EX. 4\"/>	PROPOSED POST INDICATOR VALVE
EX. 4\"/>	PROPOSED SANITARY SEWER
EX. 4\"/>	PROPOSED SANITARY CLEANOUT & MANHOLE
EX. 4\"/>	PROPOSED STORM SEWER
EX. 4\"/>	PROPOSED STORM SEWER CLEANOUT & MANHOLE
EX. 4\"/>	PROPOSED CATCH BASIN, INLET & YARD DRAIN

GRADING LEGEND:

EXISTING SPOT ELEVATION	PROPOSED SPOT ELEVATION
PROPOSED SPOT ELEVATION	TYPICALLY TOP OF PAVEMENT
PROPOSED SPOT ELEVATION	PAVED AREAS, GUTTER GRADE
PROPOSED SPOT ELEVATION	W/ CURB LINES
EXISTING CONTOUR	PROPOSED CONTOUR
PROPOSED REVERSE GUTTER PAN	PROPOSED REVERSE GUTTER PAN
PROPOSED SWALE CATCH	PROPOSED SWALE CATCH

ABBREVIATIONS:

1\"/>	TOP OF CURB	0\"/>	GUTTER GRADE
1\"/>	TOP OF PAVEMENT	1\"/>	THIN FLOOR
1\"/>	TOP OF SIDEWALK	1\"/>	TOP OF SIDEWALK
1\"/>	1\"/>	1\"/>	1\"/>

REFER TO GRADING NOTES ON SHEET C-4.0

EARTHWORK BALANCING NOTE:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPORTING OR EXPORTING ALL MATERIALS AS REQUIRED TO MAINTAIN GRADE THROUGHOUT THE PROJECT TO THE FINISHED ELEVATIONS SHOWN ON THE APPROVED PLANS. THE CONTRACTOR SHALL MAKE THEIR OWN DETERMINATION OF CUT AND FILL QUANTITIES AND ALLOW FOR REMOVAL OF EXCESS OR IMPORTATION OF ADDITIONAL MATERIAL AT NO ADDITIONAL COST TO THE OWNER.

BENCHMARKS:

BM 300: ARROW ON HYDRANT AT SOUTHWEST CORNER OF HAYNES ST. & NORTH ST. ELEV.=760.965

BM 301: ARROW ON HYDRANT AT SOUTHEAST CORNER OF HAYNES ST. & WOODWARD AVE. ELEV.=761.61

PEA GROUP
t. 844.813.2949
www.peagroup.com

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CLIENT:
FRED LAVERY CO.
3400 WOODWARD AVE.
BIRMINGHAM, AL 35202

PROJECT TITLE:
LAVERY PORSCHE
3400 WOODWARD AVE.
BIRMINGHAM, AL 35202

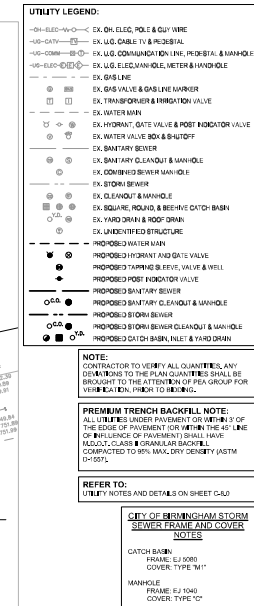
REVISIONS:

NO.	DESCRIPTION	DATE
1	FOR PERMIT	3/26/25
2	FOR RESPONSE TO REVIEW	4/14/25
3	FOR ADDENDUM #2	5/13/25
4	FOR ADDENDUM #4	8/26/25
5	REV. PER CITY OF BIRMINGHAM	11/20/25
6	FOR PERMIT RESUBMISSION	8/22/25
7	FOR PERMIT RESUBMISSION	8/26/25
8	FOR PERMIT RESUBMISSION	9/17/25
9	FOR PERMIT RESUBMISSION	10/02/25
10	FOR PERMIT RESUBMISSION	10/02/25

DRAWING TITLE:
GRADING PLAN
3 OF 3

DRAWING NUMBER:
C-4.2

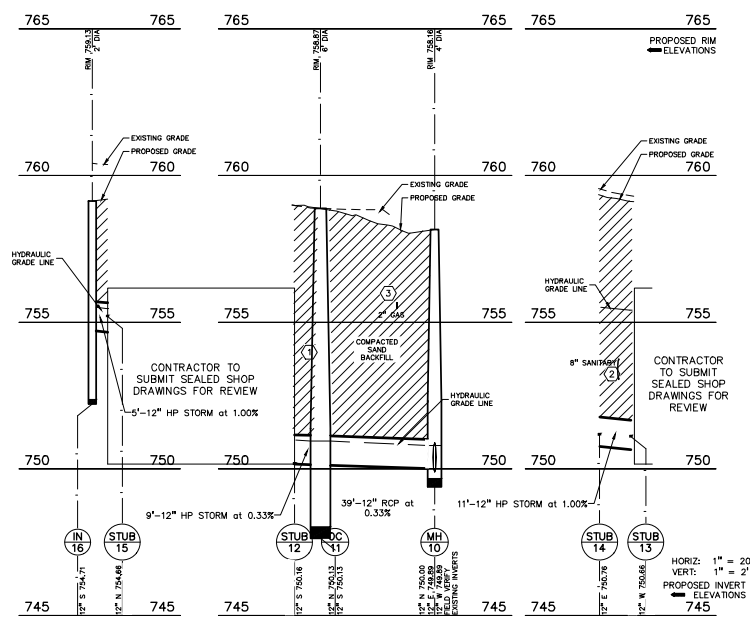




CAUTION!!
THE LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THE DRAINAGE ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

C-6.0

UTILITY CROSSING TABLE						
CROSSING	CROSSING PIPE 1		CROSSING PIPE 2		CLEARANCE	NOTES
1	12" - 8"	751.96	2" - 6"	752.92	1.05	
2	12" - 8"	751.21	2" - 6"	752.45	1.24	EX. FIELD VENTRY
3	8" - SAN	752.94	2" - SAN	752.48	0.57	EX. FIELD VENTRY
4	12" - 8"	754.33	2" - 6"	753.19	1.14	EX. DRAIN/VENTRY
5	12" - 8"	754.33	2" - 6"	753.63	0.70	EX. FIELD VENTRY
6	12" - 8"	754.33	2" - 6"	753.63	0.70	EX. FIELD VENTRY
7	12" - 8"	754.33	2" - 6"	753.63	0.70	EX. FIELD VENTRY
8	12" - 8"	754.33	2" - 6"	753.63	0.70	EX. FIELD VENTRY
9	12" - 8"	754.33	2" - 6"	753.63	0.70	EX. FIELD VENTRY
10	12" - 8"	754.33	2" - 6"	753.63	0.70	EX. FIELD VENTRY
11	8" - SAN	751.81	2" - SAN	752.52	0.71	
12	8" - SAN	751.81	2" - SAN	752.52	0.71	
13	8" - SAN	751.81	2" - SAN	752.52	0.71	
14	8" - SAN	751.81	2" - SAN	752.52	0.71	
15	8" - SAN	751.81	2" - SAN	752.52	0.71	
16	8" - SAN	751.81	2" - SAN	752.52	0.71	
17	8" - SAN	751.81	2" - SAN	752.52	0.71	
18	8" - SAN	751.81	2" - SAN	752.52	0.71	
19	8" - SAN	751.81	2" - SAN	752.52	0.71	
20	8" - SAN	751.81	2" - SAN	752.52	0.71	
21	8" - SAN	751.81	2" - SAN	752.52	0.71	
22	8" - SAN	751.81	2" - SAN	752.52	0.71	
23	8" - SAN	751.81	2" - SAN	752.52	0.71	
24	8" - SAN	751.81	2" - SAN	752.52	0.71	
25	8" - SAN	751.81	2" - SAN	752.52	0.71	
26	8" - SAN	751.81	2" - SAN	752.52	0.71	
27	8" - SAN	751.81	2" - SAN	752.52	0.71	
28	8" - SAN	751.81	2" - SAN	752.52	0.71	
29	8" - SAN	751.81	2" - SAN	752.52	0.71	
30	8" - SAN	751.81	2" - SAN	752.52	0.71	
31	8" - SAN	751.81	2" - SAN	752.52	0.71	
32	8" - SAN	751.81	2" - SAN	752.52	0.71	
33	8" - SAN	751.81	2" - SAN	752.52	0.71	
34	8" - SAN	751.81	2" - SAN	752.52	0.71	
35	8" - SAN	751.81	2" - SAN	752.52	0.71	
36	8" - SAN	751.81	2" - SAN	752.52	0.71	
37	8" - SAN	751.81	2" - SAN	752.52	0.71	
38	8" - SAN	751.81	2" - SAN	752.52	0.71	
39	8" - SAN	751.81	2" - SAN	752.52	0.71	
40	8" - SAN	751.81	2" - SAN	752.52	0.71	
41	8" - SAN	751.81	2" - SAN	752.52	0.71	
42	8" - SAN	751.81	2" - SAN	752.52	0.71	
43	8" - SAN	751.81	2" - SAN	752.52	0.71	
44	8" - SAN	751.81	2" - SAN	752.52	0.71	
45	8" - SAN	751.81	2" - SAN	752.52	0.71	
46	8" - SAN	751.81	2" - SAN	752.52	0.71	
47	8" - SAN	751.81	2" - SAN	752.52	0.71	
48	8" - SAN	751.81	2" - SAN	752.52	0.71	
49	8" - SAN	751.81	2" - SAN	752.52	0.71	
50	8" - SAN	751.81	2" - SAN	752.52	0.71	
51	8" - SAN	751.81	2" - SAN	752.52	0.71	
52	8" - SAN	751.81	2" - SAN	752.52	0.71	
53	8" - SAN	751.81	2" - SAN	752.52	0.71	



12. \PROJECTS\2019\2019-QM4-01 REMEDIATION PROJECTS\GIS\CONSTRUCTION\0-702\02-19-244.dwg PLOT
DATE: 10/29/2025 BY: Fred S. Bunk III

GENERAL NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT.

1. ALL CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT OSHA, MDT AND MUNICIPALITY STANDARDS AND REGULATIONS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT THE ENGINEER SHOULD THEY ENCOUNTER ANY DESIGN ISSUES DURING CONSTRUCTION. IF THE CONTRACTOR WISHES TO MAKE MODIFICATIONS WITHOUT THE WRITTEN ENDORSEMENT OF THE DESIGN ENGINEER, THE CONTRACTOR DOES SO AT HIS OWN RISK.
4. ALL NECESSARY PERMITS, TESTING, BONDS AND INSURANCES ETC., SHALL BE PAID FOR BY THE CONTRACTOR. THE OWNER SHALL PAY FOR ALL CITY INSPECTION FEES.
5. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE 811/CALL UTILITY LOCATING CENTER, THE CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. IF NO NOTIFICATION IS GIVEN AND DAMAGE RESULTS, SAID DAMAGE WILL BE REPAIRED AT SOLE EXPENSE OF THE CONTRACTOR. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED.
6. CONTRACTOR SHALL VERIFY THAT THE PLANS AND SPECIFICATIONS ARE THE VERY LATEST PLANS AND SPECIFICATIONS AND FURTHERMORE, THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES, SIGNALS, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC IN ACCORDANCE WITH LOCAL REGULATIONS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). THE DESIGN ENGINEER, OWNER, CITY AND STATE SHALL NOT BE HELD LIABLE FOR ANY CLAIMS RESULTING FROM ACCIDENTS OR DAMAGES CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH TRAFFIC AND PUBLIC SAFETY REGULATIONS DURING THE CONSTRUCTION PERIOD.
7. ANY WORK WITHIN THE STREET OR HIGHWAY RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK.
8. ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR.
9. THE CONTRACTOR SHALL MAINTAIN ALL NECESSARY BARRICADES, SIGNALS, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC IN ACCORDANCE WITH LOCAL REGULATIONS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). THE DESIGN ENGINEER, OWNER, CITY AND STATE SHALL NOT BE HELD LIABLE FOR ANY CLAIMS RESULTING FROM ACCIDENTS OR DAMAGES CAUSED BY THE CONTRACTOR'S FAILURE TO COMPLY WITH TRAFFIC AND PUBLIC SAFETY REGULATIONS DURING THE CONSTRUCTION PERIOD.
10. THE USE OF CRUSHED CONCRETE IS PROHIBITED ON THE PROJECT WITHIN 100 FEET OF ANY WATER COURSE (STREAM, RIVER, COUNTY DRAIN, ETC.) AND LANE, AND REMOVAL OF THE APPLICATION OF WATER COURSE OR LAKE RELATIVE TO THE PROJECT LIMITS.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, INLETS, GATE WELLS ETC.) WITHIN GRADED AND/OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY.

PAVING NOTES:

1. IN AREAS WHERE NEW PAVEMENTS ARE BEING CONSTRUCTED, THE TOPSOIL AND SOIL CONTAINING ORGANIC MATTER SHALL BE REMOVED PRIOR TO PAVEMENT CONSTRUCTION.
2. REFER TO ARCHITECTURAL PLANS FOR DETAILS OF FROST SLAB AT EXTERIOR BUILDING DOORS.
3. CONSTRUCTION TRAFFIC SHOULD BE MINIMIZED ON THE NEW PAVEMENT. IF CONSTRUCTION TRAFFIC IS ANTICIPATED ON THE PAVEMENT STRUCTURE, THE INITIAL REPAIRS SHOULD BE COMPLETED AND PLACEMENT OF THE FINAL LIFT COULD BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED. THIS ACTION WILL ALLOW REPAIR OF LOCALIZED FAILURE, IF ANY DOES OCCUR, AS WELL AS REDUCE LOAD DAMAGE ON THE PAVEMENT SYSTEM.
4. ALL EXPANSION JOINTS AND CONCRETE PAVEMENT JOINTS TO BE SEALED.
5. CONCRETE PAVEMENT JOINTING - UNLESS SHOWN OTHERWISE IN THE PLANS OR REQUIRED BY THE AUTHORITY HAVING JURISDICTION: WHERE PROPOSED CONCRETE ABUTS A STRUCTURE, PROVIDE A MINIMUM 1/2" EXPANSION JOINT. THE JOINT FILLER BOARD MUST BE AT LEAST THE FULL DEPTH OF THE CONCRETE AND EXTEND DOWN A 1/2" TO ALLOW FOR SEALING.
6. WHERE PROPOSED CONCRETE ABUTS EXISTING CONCRETE OR IN BETWEEN POLES OF PROPOSED CONCRETE (CONSTRUCTION JOINT), PROVIDE 5/8" DOWEL BARS HALF WAY ALONG THE THICKNESS OF THE PROPOSED PAVEMENT. ALTERNATE DOWEL SIZES AND SPACING MUST BE APPROVED BY THE ENGINEER PRIOR TO COMMENCING WORK AND VIA THE SUBMITTAL PROCESS.
7. WHERE PROPOSED CONCRETE ABUTS EXISTING OR PROPOSED SIDEWALK OR CURBING, PROVIDE A MINIMUM 1/2" EXPANSION JOINT.
8. CONTROL, LONGITUDINAL AND/OR TRANSVERSE JOINTS SHALL BE PLACED TO PROVIDE PANELS WITHIN THE PAVEMENT AS SQUARE AS POSSIBLE WITH THE FOLLOWING MAXIMUM SPACING PARAMETERS:
 - 5.4.1. 6-INCH THICK CONCRETE PAVEMENT: 12' X 12'
 - 5.4.2. 8-INCH THICK CONCRETE PAVEMENT: 10' X 10'
9. IRREGULAR SPACING: THE USE OF REINFORCING MESH OF FIBER MESH AS DETERMINED BY THE ENGINEER. THE USE OF MESH MUST BE APPROVED BY THE ENGINEER PRIOR TO COMMENCING WORK AND VIA THE SUBMITTAL PROCESS.
10. IF A JOINT PLAN IS REQUIRED, THE CONTRACTOR SHALL SUBMIT ONE TO THE ENGINEER FOR REVIEW PRIOR TO COMMENCING WORK AND VIA THE SUBMITTAL PROCESS.
11. CONCRETE CURBING JOINTING - UNLESS SHOWN OTHERWISE IN THE PLANS OR REQUIRED BY THE AUTHORITY HAVING JURISDICTION:
 - 6.1. JOINTS WHEN ADJACENT TO A PAVEMENT:
 - 6.1.1. PLACE CONTRACTION JOINTS AT 10' INTERVALS
 - 6.1.2. PLACE 1/2" EXPANSION JOINT AT CATCH BASINS, EXISTING AND PROPOSED SIDEWALK OR EXISTING CURBING.
 - 6.1.3. PLACE 1" EXPANSION JOINT.
 - 6.1.3.1. AT SPRING POINTS OF INTERSECTIONS OR ONE OF THE END OF RADIIUS LOCATIONS IN A CURVE
 - 6.1.3.2. AT 400' MAXIMUM INTERVALS ON STRAIGHT RUNS
 - 6.1.3.3. AT THE END OF RADIIUS AT OPPOSITE ENDS IN A CURBED RADIIUS ISLAND
 - 6.2. JOINTS WHEN TIED TO EXISTING PAVEMENT:
 - 6.2.1. PLACE CONTRACTION JOINTS OPPOSITE ALL TRANSVERSE CONTRACTION JOINTS IN PAVEMENT
 - 6.2.2. PLACE 1/2" EXPANSION JOINT AT CATCH BASINS, EXISTING AND PROPOSED SIDEWALK OR EXISTING CURBING.
 - 6.2.3. PLACE 1" EXPANSION JOINT OPPOSITE ALL TRANSVERSE EXPANSION JOINTS IN PAVEMENT
 - 6.2.4. CURB AND GUTTER AND CONCRETE SHALL BE TIED TOGETHER SIMILAR TO A LONGITUDINAL LANE TIE JOINT (NOT BY JOINT)
 - 6.3. IN BETWEEN POLES OF PROPOSED CONCRETE CURBING (CONSTRUCTION JOINT):
 - 6.3.1. CARRY THE REBAR CONTINUOUSLY BETWEEN POLES
 - 6.3.2. IF THE REBAR IS NOT LONG ENOUGH TO CARRY CONTINUOUSLY, THEN THE TWO PIECES OF REBAR PER THE LATEST MDT SPECIFICATIONS
 - 12. CONCRETE SIDEWALK JOINTING - UNLESS SHOWN OTHERWISE IN THE PLANS OR REQUIRED BY THE AUTHORITY HAVING JURISDICTION:
 - 7.1. PLACE TRANSVERSE CONTRACTION JOINTS EQUAL TO THE WIDTH OF THE WALK WHEN WIDTH IS EQUAL TO OR GREATER THAN 8'
 - 7.2. PLACE TRANSVERSE AND LONGITUDINAL CONTRACTION JOINTS EQUAL TO 1/2 THE WIDTH OF THE WALK WHEN WIDTH IS EQUAL TO OR GREATER THAN 8'
 - 7.3. PLACE 1" EXPANSION JOINT WHERE ADJUTING SIDEWALK RAMP AND/OR RADIIUS IN INTERSECTION
 - 7.4. PLACE TRANSVERSE 1/2" EXPANSION JOINT AT MAXIMUM OF 100' SPACING
 - 7.5. PLACE 1/2" EXPANSION JOINT WHEN ADJUTING A TIED STRUCTURE (CONCRETE PAVEMENT AND DRIVE APPROACHES), UTILITY STRUCTURES, LIGHT POLE BASES AND COLUMNS

GENERAL GRADING AND EARTHWORK NOTES:

THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING TREES AND BRUSH AND REMOVE ALL THAT ARE NECESSARY TO GRADE SITE.
2. ALL GRADES ARE TO TOP OF PAVEMENT UNLESS OTHERWISE NOTED.
3. THE STAGING OF CONSTRUCTION ACTIVITIES SHALL OCCUR ONLY WITHIN THE SITE BOUNDARIES, ANY CONSTRUCTION ACTIVITIES OUTSIDE OF THE SITE BOUNDARIES SHALL BE AT THE SOLE RESPONSIBILITY AND RISK OF THE CONTRACTOR.
4. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF THE AUTHORIZED PUBLIC AGENCY OF JURISDICTION. AN EROSION CONTROL PERMIT MUST BE SECURED FROM THE CITY PRIOR TO CONSTRUCTION.
5. ALL EARTHWORK AND GRADING OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE SOILS INVESTIGATION AND REPORT.
6. REFER TO SOIL EROSION CONTROL PLAN FOR ADDITIONAL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES AND NOTES.
7. ALL DISTURBED AREAS SHALL BE SEEDDED AND MULCHED OR SOODED IN ACCORDANCE WITH THE LANDSCAPE PLANS. PROVIDE A MINIMUM OF 3" OF TOPSOIL OVERSEED AREAS UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL NOTE EXISTING UNDERGROUND UTILITIES WITHIN AND ADJACENT TO THE SITE. BACKFILL FOR EXISTING UTILITY TRENCHES SHALL BE EXAMINED THOROUGHLY. ANY TRENCHES FOUND TO HAVE SOFT, UNSTABLE OR UNSUITABLE BACKFILL MATERIAL, IN THE OPINION OF THE THIRD PARTY TESTING COMPANY, THAT ARE TO BE WITHIN THE ZONE OF INFLUENCE OF PROPOSED BUILDINGS OR PAVEMENT SHALL BE COMPLETELY EXCAVATED AND BACKFILLED WITH SUITABLE MATERIAL.
9. ON-SITE FILL CAN BE USED IF THE SPECIFIED COMPACTION REQUIREMENTS CAN BE ACHIEVED. IF ON-SITE SOIL IS USED, IT SHOULD BE CLEAN AND FREE OF FROZEN SOIL, ORGANICS, OR OTHER DELETERIOUS MATERIALS.
10. THE FINAL SUBGRADE/EXISTING AGGREGATE BASE SHOULD BE THOROUGHLY PROOFROLLED USING A FULLY LOADED TANDEM AXLE TRUCK OR FRONT END LOADER UNDER THE OBSERVATION OF A GEOTECHNICAL/PAVEMENT ENGINEER. LOOSE OR YIELDING AREAS THAT CANNOT BE MECHANICALLY STABILIZED SHOULD BE REMOVED USING GEOTERRIS OR REMOVED AND REPLACED WITH ENGINEERED FILL OR AS DICTATED BY FIELD CONDITIONS.
11. SUBGRADE UNDERCUTTING, INCLUDING BACKFILLING SHALL BE PERFORMED TO REPLACE MATERIALS SUSCEPTIBLE TO FROST HEAVING AND UNSTABLE SOIL CONDITIONS. ANY EXCAVATIONS THAT MAY BE REQUIRED UNDER THE TOPSOIL IN FULL AREAS OR BELOW SUBGRADE IN OUT AREAS WILL BE CLASSIFIED AS SUBGRADE UNDERCUTTING.
12. SUBGRADE UNDERCUTTING SHALL BE PERFORMED WHERE NECESSARY AND THE EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ANY SUBGRADE UNDERCUTTING SHALL BE BACKFILLED AS RECOMMENDED IN THE GEOTECHNICAL ENGINEERING REPORT FOR THE PROJECT.
13. ANY SUB-GRADE WORKING REQUIRED TO ACHIEVE REQUIRED DENSITY SHALL BE CONSIDERED INCIDENTAL TO THE JOB.

GENERAL UTILITY NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF BIRMINGHAM.
2. ALL TRENCHES UNDER OR WITHIN THREE (3) FEET OR THE FORTY-FIVE (45) DEGREE ZONE OF INFLUENCE LINE OF EXISTING AND/OR PROPOSED PAVEMENT, BUILDING PAD OR DRIVE APPROACH SHALL BE BACKFILLED WITH SAND COMPACTED TO AT LEAST NINETY-FIVE (95) PERCENT OF MAXIMUM UNIT WEIGHT (ASTM D-1557). ALL OTHER TRENCHES TO BE COMPACTED TO SOLE OR BETTER.
3. WHERE EXISTING MANHOLES OR SEWER PIPE ARE TO BE TAPPED, DRILL HOLES 4" CENTER TO CENTER, AROUND PERIMPHRY OF TRENCHING TO CREATE A PLANE OF WEAKNESS JOINT BEFORE BREAKING SECTION OUT.
4. THE LOCATIONS AND DIMENSIONS SHOWN ON THE PLANS FOR EXISTING UTILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. THE DESIGN ENGINEER DOES NOT GUARANTEE THE ACCURACY OF THIS INFORMATION OR THAT ALL EXISTING UNDERGROUND FACILITIES ARE SHOWN. CONTRACTOR SHALL FIELD VERIFY UTILITIES.
5. THE CONTRACTOR SHALL COORDINATE TO ENSURE ALL REQUIRED PIPES, CONDUITS, CABLES AND SLEEVES ARE PROPERLY PLACED FOR THE INSTALLATION OF GAS, ELECTRIC, PHONE, CABLE, IRRIGATION, ETC. IN SUCH A MANNER THAT WILL FACILITATE THEIR PROPER INSTALLATION PRIOR TO THE PLACEMENT OF THE PROPOSED PAVEMENT AND LANDSCAPING.
6. PIPE LENGTHS INDICATED ARE FROM CENTER OF STRUCTURE AND TO END OF FLARED END SECTION UNLESS NOTED OTHERWISE.
7. CONTRACTOR SHALL INSPECT ALL EXISTING PUBLIC STORM SEWER, SANITARY SEWER AND WATER MAIN STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION AND WITH THE GOVERNING AGENCY INSPECTOR PRIOR TO ESTABLISHING FINAL GRADE. NOTIFY THE ENGINEER, OWNER/DEVELOPER, AND GOVERNING AGENCY IF STRUCTURE IS DEEMED TO BE STRUCTURALLY UNDOING AND/OR IN NEED OF REPAIR.

STORM SEWER NOTES:

1. ALL STORM SEWER 12" DIAMETER OR LARGER SHALL BE OR REINFORCED CONCRETE PIPE (ROP C-76) CLASS IV WITH MODIFIED TONGUE AND GROOVE JOINT WITH RUBBER GASKETS UNLESS SPECIFIED OTHERWISE (ASTM C-443)
2. STORM SEWER 12" OR LARGER MAY BE SPECIFIED WITHIN THE PROPERTY LIMITS AS ADS HP STORM PIPE.
3. ALL STORM SEWER LEADS SHALL BE CONSTRUCTED AT 1.00% MINIMUM SLOPE.
4. ALL STORM SEWER 10" OR LESS AND/OR LEADS SHALL BE PVC SDR 26.
5. JOINTS FOR P.V.C. PIPE SHALL BE ELASTOMERIC (RUBBER GASKET) AS SPECIFIED IN A.S.T.M. DESIGNATION D-3212.

WATER MAIN NOTES:

1. ALL WATER MAIN SHALL BE INSTALLED WITH A MINIMUM COVER OF 5'5" BELOW FINISH GRADE. WHEN WATER MAINS MUST GO UP TO PASS UNDER A STORM SEWER OR SANITARY SEWER, THE SECTIONS WHICH ARE DEEPER THAN NORMAL SHALL BE KEPT TO A MINIMUM LENGTH BY THE USE OF VERTICAL TWENTY TWO AND A HALF (22.5) DEGREE BENDS, PROPERLY ANCHORED.
2. ALL TEES, BENDS, CONNECTIONS, ETC. ARE CONSIDERED INCIDENTAL TO THE JOB.
3. PHYSICAL CONNECTIONS SHALL NOT BE MADE BETWEEN EXISTING AND NEW WATER MAINS UNTIL REQUIRED TESTING IS SATISFACTORILY COMPLETED.
4. MAINTAIN 10' HORIZONTAL CLEARANCE BETWEEN OUTER EDGE OF WATERMAIN AND ANY SANITARY/STORM SEWER OR STRUCTURE.
5. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN OUTER EDGE OF WATERMAIN AND ANY SANITARY/STORM SEWER.
6. NO PHYSICAL CONNECTION TO THE EXISTING WATER MAIN CAN BE MADE UNTIL ALL NEW WATER MAIN PASSES PRESSURE AND BACTERIOLOGICAL TESTS TO THE SATISFACTION OF THE CITY.
7. ALL WATER MAIN AND FITTINGS (3" DIAMETER AND LARGER) SHALL BE DUCTILE IRON, CLASS 54.
8. WATER MAIN SERVICE LEADS SHALL BE TYPE "X" ANNEALED SEAMLESS COPPER WITH FLARED FITTINGS, UNLESS OTHERWISE NOTED.
9. ALL NECESSARY FITTINGS, THRUST BLOCKS, RESTRAINING GLANDS, BLOW OFFS, ETC. FOR WATER MAIN ARE CONSIDERED CITY OF BIRMINGHAM.
10. THE WATER MAIN CONTRACTOR SHALL NOTIFY THE INSPECTION SECTION OF THE CITY OF BIRMINGHAM AT LEAST THREE WORKING DAYS IN ADVANCE OF STARTING CONSTRUCTION.

SANITARY SEWER NOTES:

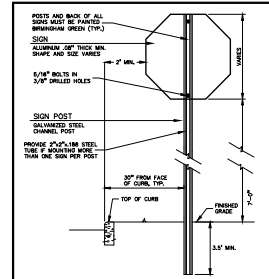
1. DOWNSPOUTS, KNEE TIE, FOOTING DRAINS OR ANY CONDUIT THAT CARRIES STORM OR GROUND WATER SHALL NOT BE ALLOWED TO DISCHARGE INTO A SANITARY SEWER.
2. ALL SANITARY LEADS SHALL BE CONSTRUCTED AT 1.00% MINIMUM SLOPE.
3. ALL SANITARY SEWER 10" OR LARGER SHALL BE P.V.C. SDR 23.5 PIPE (ASTM D2083) AND FITTINGS, WITH ELASTOMERIC GASKET JOINTS PER ASTM D3212 UNLESS OTHERWISE NOTED.
4. ALL SANITARY SEWER LEADS SHALL BE POLYVINYL CHLORIDE (PVC) SDR 23.5 PIPE AND FITTINGS. ALL JOINTS TO BE ELASTOMERIC GASKET JOINTS PER ASTM D3212 UNLESS OTHERWISE NOTED.
5. SANITARY LEADS SHALL BE PROVIDED WITH CLEANOUTS EVERY 100 FEET AND AT EVERY BEND AS SHOWN. ALL CLEANOUTS TO BE PROVIDED WITH E.L.M. #1650 BOX OR EQUAL.

CONSTRUCTION MATERIAL SUBMITTALS

UNLESS REQUIRED OTHERWISE IN THE PROJECT SPECIFICATIONS, THE CONTRACTOR SHALL ONLY SUBMIT THE FOLLOWING CONSTRUCTION MATERIAL SUBMITTALS, AS APPLICABLE TO THE PLANS, FOR REVIEW BY THE ENGINEER, UNLESS APPROVED IN ADVANCE AND IN WRITING BY THE ENGINEER. ANY MATERIAL SUBMITTALS PROVIDED TO THE ENGINEER FOR REVIEW IN ADDITION TO THIS LIST SHALL BE RETURNED TO THE CONTRACTOR WITHOUT A REVIEW BEING PERFORMED.

1. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES
2. UTILITY TRENCH BACKFILL MATERIAL, WITH ALL MATERIAL DATA INCLUDED IN THE SUBMITTAL BEING DATED WITHIN 60 DAYS OF THE SUBMITTAL UNLESS APPROVED OTHERWISE BY THE ENGINEER
3. STORM AND SANITARY SEWER PIPING INCLUDING JOINTS
4. STORM AND SANITARY SEWER STRUCTURES
5. STORM AND SANITARY SEWER STRUCTURE FRAME AND COVERS INCLUDING CLEAN OUTS
6. WATER DISTRIBUTION SYSTEM PIPING INCLUDING JOINTS
7. WATER DISTRIBUTION SYSTEM STRUCTURES
8. WATER DISTRIBUTION SYSTEM STRUCTURE FRAME AND COVERS
9. WATER DISTRIBUTION SYSTEM GATE VALVES
10. PAVEMENT AGGREGATE BASE MATERIAL WITH ALL MATERIAL DATA INCLUDED IN THE SUBMITTAL BEING DATED WITHIN 60 DAYS OF THE SUBMITTAL UNLESS APPROVED OTHERWISE BY THE ENGINEER
11. PAVEMENT MIX DESIGNS SUBMITTED FOR REVIEW BY THE ENGINEER MUST FOLLOW THE CURRENT MDT REVIEW CHECKLISTS AS SUMMARIZED BELOW AND ALL MATERIAL DATA INCLUDED IN THE SUBMITTAL BEING DATED WITHIN 60 DAYS OF THE SUBMITTAL UNLESS APPROVED OTHERWISE BY THE ENGINEER:
 - R.1. CONCRETE MIX DESIGN REVIEW CHECKLIST (FORM 2000)
 - R.2. SUBGRADE MIX DESIGN CHECKLIST (FORM 1849)
 - R.3. MARSHALL MIX DESIGN CHECKLIST (FORM 1849)

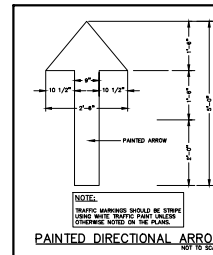
12. SITE FENCING AND GATES INCLUDING FOOTINGS
13. ANY ITEMS SHOWN IN THE PLANS OR DETAIL SHEETS THAT SPECIFICALLY STATE FOR THE CONTRACTOR TO SUBMIT A SHOP DRAWING TO THE ENGINEER FOR REVIEW. THESE ITEMS INCLUDE, BUT ARE NOT LIMITED TO:
 - ANY SPECIALTY ITEMS SHOWN IN THE PLANS OR DETAIL SHEETS THAT SPECIFICALLY DO NOT STATE FOR THE CONTRACTOR SHALL SUBMIT A SHOP DRAWING TO THE ENGINEER FOR REVIEW BUT THE CONTRACTOR REQUESTS TO BE REVIEWED.
 - ANY SPECIALTY ITEMS REQUEST FOR REVIEW MUST BE IN WRITING AND APPROVED BY THE ENGINEER PRIOR TO SUBMITTING THE INFORMATION.



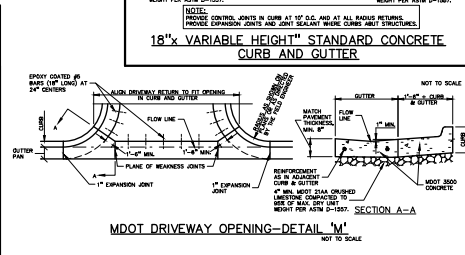
SIGN AND POST INSTALLATION



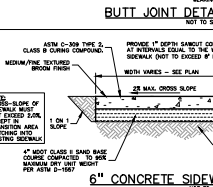
NO PARKING LOADING ZONE SIGN



PAINTED DIRECTIONAL ARROW



MDOT DRIVEWAY OPENING-DETAIL 'M'



6\"/>



CONCRETE SIDEWALK

PEA GROUP
t. 844.813.2949
www.peagroup.com



CAUTION!
UNLESS OTHERWISE SPECIFIED, ALL MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
• A.S.T.M. (AMERICAN SOCIETY OF TESTING MATERIALS)
• A.C.I. (AMERICAN CONCRETE INSTITUTE)
• A.S.T.M. (AMERICAN SOCIETY OF TESTING MATERIALS)
• A.C.I. (AMERICAN CONCRETE INSTITUTE)
• A.S.T.M. (AMERICAN SOCIETY OF TESTING MATERIALS)
• A.C.I. (AMERICAN CONCRETE INSTITUTE)

CLIENT
FRED LAVERY CO.
16002 WOODWARD AVE.
BIRMINGHAM, AL 35206

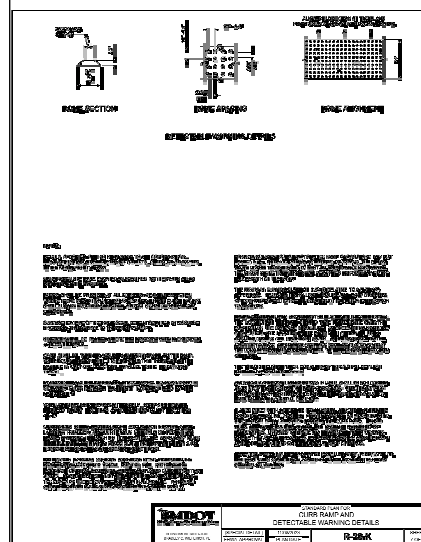
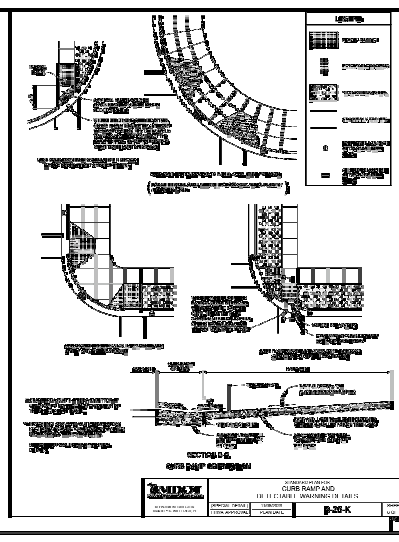
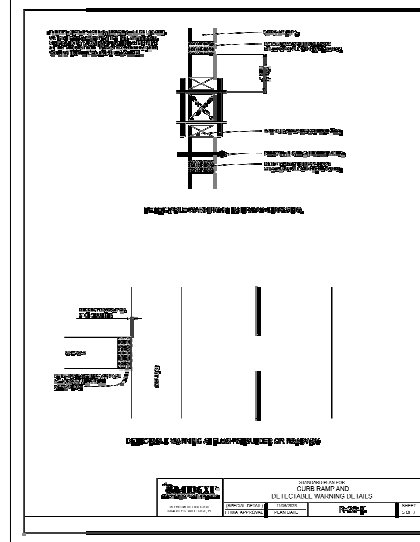
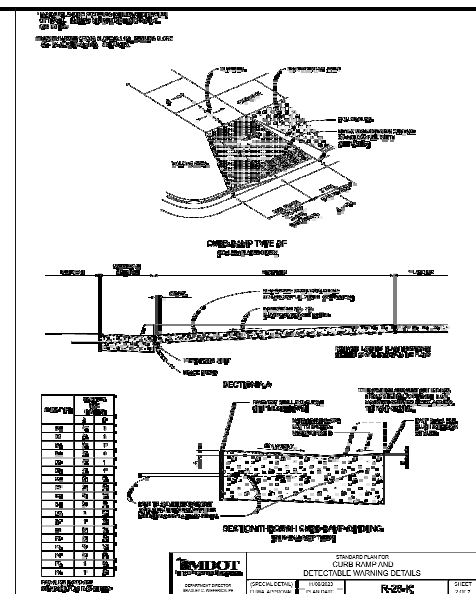
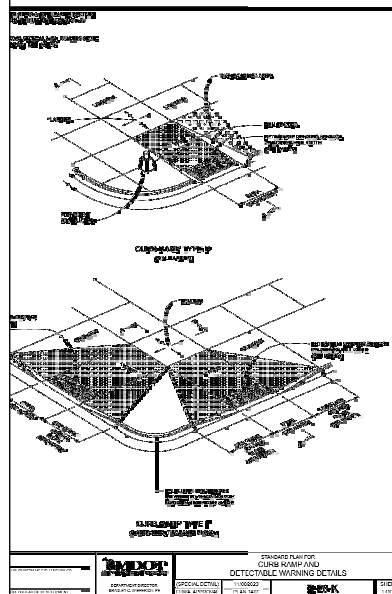
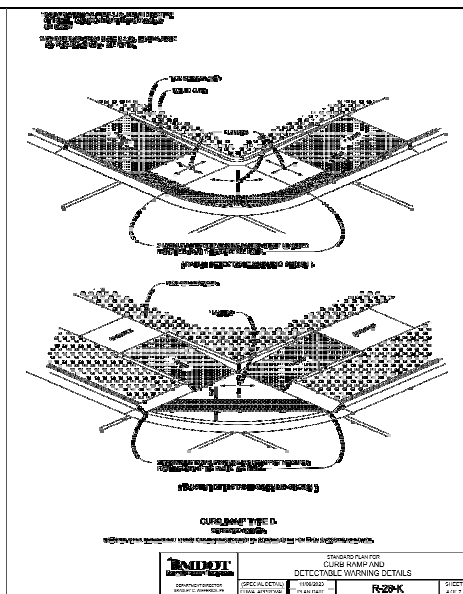
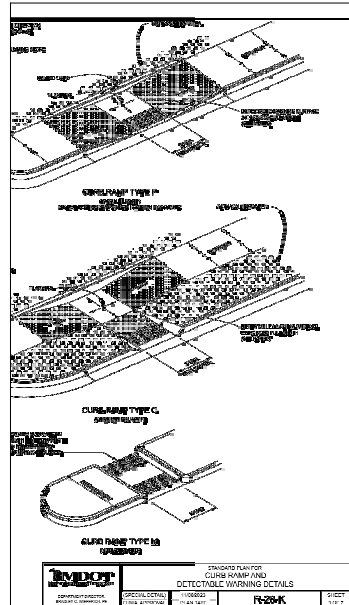
PROJECT TITLE
LAVERY PORSCHE
16002 WOODWARD AVE.
BIRMINGHAM, AL 35206

REVISIONS	
FOR PERMIT	3/26/20
FOR RESPONSE #1 REVIEW	4/14/20
FOR ADDENDUM #2	5/13/20
FOR ADDENDUM #4	8/26/20
FOR PERMIT CITY OF BIRMINGHAM	11/23/20
FOR PERMIT REVISION	8/22/20
FOR PERMIT REVISION	8/26/20
MDOT	9/17/20
REAL BIRMINGHAM	10/22/20
REV. BIRMINGHAM	10/26/20

DRAWING TITLE
NOTES AND DETAILS

PEA JOB NO. 19-0344-01
P.A.C. ESS
D.N. JRM
DES. JRM
DRAWING NUMBER

C-8.0



CAUTION
CALL 811 BEFORE YOU DIG
TO AVOID DAMAGE TO
UNDERGROUND UTILITIES
AND PERSONAL INJURY
OR DEATH.

CLIENT
FRED LAVERY CO.
3400 WOODWARD AVE.
BIRMINGHAM, AL 35202

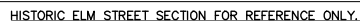
PROJECT TITLE
LAVERY PORSCHE
3400 WOODWARD AVE.
BIRMINGHAM, AL 35202

REVISIONS	
FOR PERMIT	3/28/20
ON RESPONSE TO REVIEW	4/14/20
ON ADDENDUM 02	5/13/20
ON ADDENDUM 04	8/26/20
REV. BY CITY OF BIRMINGHAM	11/23/20
ON PERMIT RESUBMISSION	8/22/21
PLANNING REVIEW	8/26/21
MDOT	9/1/21
REV. BIRMINGHAM	10/26/21
REV. BIRMINGHAM	10/26/21

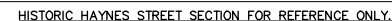
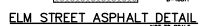
DRAWING TITLE
MDOT RAMP DETAILS

PEA JOB NO. 19-0344.01
PAC. ESE
DIN. JRW
DES. JRW
DRAWING NUMBER

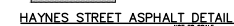
C-8.1



COMMERCIAL AGT 0-300	COMMERCIAL AGT 301-1000	COMMERCIAL AGT 1001-3400	COMMERCIAL AGT 3401-15401	APPLICATION RATE (LB/SY) MINIMUM = 435-500 MAXIMUM = 330-410	COURSE APPLICATION
3CL	20NL	20NH	15H	435-500	BASE
3CL	30NL	30NH	30H	330-410	BASE AND/OR LEVELING
4CL	40NL	40NH	40H	220-275	LEVELING AND/OR TOP
5CL	50NL	50NH	50H	165-220	TOP



ASPHALT MIX DESIGN CHART					
COMMERCIAL AST C-300	COMMERCIAL 200-1000	COMMERCIAL 1000-2400	COMMERCIAL AST 2400	APPLICATION RATE (LB./SQ. YD.) MINIMUM = 1.5 MAXIMUM = 3.0	COURSE APPLICATION
3EL	3EM	3EH	3H	435-560	BASE
3EL	3EM	3EH	3H	330-410	BASE AND/OR LEVING
4EL	4EM	4EH	4H	220-275	LEVING AND/OR TOP
5EL	5EM	5EH	5H	165-220	TOP



SECTION A-A
NTS

SECTION B-B
N.T.S.

SIDEWALK RAMP TYPE 1
(TWO RAMPS ARE SHOWN)
N.T.S.

THE "H" DIMENSION SHALL BE AS SPECIFIED, TO
ENABLE A MINIMUM 6" CURB HEIGHT. H = TBD

DETAIL	DIMENSIONS		LANE TIES	CONCRETE CU. YD./LIN. FT.
	H	B		
F1	1'-6"	26"	AS SHOWN	0.0384
F2	1'-6"	26"	OMITTED	0.0484

TREE WELL DETAIL #1
N.T.S.

CURB RAMP FOR DISABLED
N.T.S.

SECTION G-G
N.T.S.

SECTION H-H
N.T.S.

PLAN VIEW
N.T.S.

SIDEWALK RAMP TYPE 3
N.T.S.

MDOT DETAIL F
(WITH ASPHALT OVERLAY)
N.T.S.

TREE WELL DETAIL #2
N.T.S.

1. SURFACE PREPARATION: EXPOSED AGGREGATE FINISH SHALL BE EXPOSED BY USE OF SURFACE PREPARMENT "PRECED EAG-8" OR APPROXIMATE EQUIV.

2. CONCRETE SHALL BE PLACED, LEVELED & FLOATED IN A NORMAL FASHION (SCREEDS WILL NOT BE PERMITTED).

3. IMMEDIATELY AFTER THE SLAB HAS BEEN SCREEDED AND FLOATED, THE AGGREGATE SHALL BE EXPOSED BY USE OF A SYSTEM SHARED WITH EXPOSED SURFACE IS EXPOSED. A THOROUGH EXPOSURE OF THE EXPOSED AGGREGATE SHALL BE UNIFORMED UNTIL ALL AGGREGATE IS LOST JUST ABOVE THE SURFACE. EXPOSED AGGREGATE SHALL BE EXPOSED TO THE SURFACE.

4. SURFACE SHALL BE FREE OF OILS OR GREASES.

5. AFTER INITIAL CURE, CURB BE REINFORCED AND BARRICADED UNTIL ALL THE AGGREGATE IS EXPOSED AND FLOOD OF EXCESSIVE FLOOD.

5. AFTER INITIAL CURING, THE EXPOSED AGGREGATE SIDEWALK SHALL BE SEALED WITH TAMPOR
CONCRETE SEALER, AS APPROVED BY THE ENGINEER.

EXPOSED AGGREGATE WALK DETAIL

N.T.S.

[illegible]

WATER METER PIT ASSEMBLY AND 1" WATER SERVICE

CONCRETE DRIVE APPROACH
& SIDEWALK JOINT LAYOUT

CONCRETE SIDEWALK MIX DESIGNS:

HEAVY CONCRETE MIX

GRAPHICAL ABSTRACT

CONCRETE AGGREGATE: 100% LUNA LINDSEY PRESSURE TREATED
CYCLOPS C-35 100% POLYURETHANE
CONCRETE TYPE 1, ASTM C1111 30.0 POUNDS
PER CUBIC YARD, 10.0 CALLOS
AGGREGATE ASTM C226, DARIEN A-6
BY T&E, INC./CSC, 11.3 CF./CU. YD.

CONCRETE AGGREGATE CONCRETE MIX:
R/AN, 24% SAND, ASTM C-33 100% POLISHED
FINEST AGGREGATE
ASTM C-33 100% POLISHED
CONCRETE TYPE 1, ASTM C1111 30.0 POUNDS
PER CUBIC YARD, 10.0 CALLOS
AGGREGATE ASTM C226, DARIEN A-6
BY T&E, INC./CSC, 11.3 CF./CU. YD.

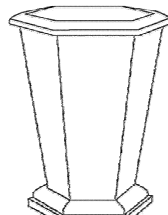
* PLEASE, BE HONEST, SUBMIT SAMPLES
ONCE YOU RECEIVE THEM. DO NOT HAVE THEM
CHECKED BY ANY OTHER PARTY. IF YOU
ARE SMALL BE APPROVED BY THE CITY OF BIRMINGHAM

NOTES:

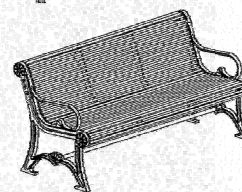
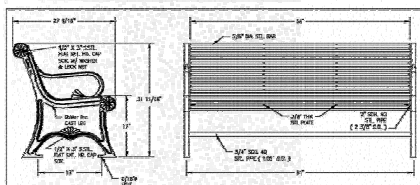
1. SURFACE TEXTURE OF SIDEWALK RAMPS SHALL BE THAT OBTAINED BY A SOURCE PROVIDING TRANSVERSE TO THE SLOPE OF THE RAMP.
2. CARE SHALL BE TAKEN TO ACHIEVE A UNIFORM CURB ON SIDEWALK RAMPS, FREE OF SAGS AND SHORT GROUND CHANGES.
3. IF POSSIBLE, EXISTING STRUCTURES SHOULD NOT BE PLACED IN LINE WITH THE NEW CONSTRUCTION. IF THE EXISTING STRUCTURE IS REQUIRED IN THE NEW CONSTRUCTION, LOCATION OF THE RAMP SHOULD BE DETERMINED ON THE BASIS OF LOCATION OF EXISTING STRUCTURE.
4. SIDEWALK RAMP 3 SHALL BE INSTALLED ONLY AT THE CITY'S DISCRETION.
5. REMOVE AND REPLACE COMPLETE CURB AND GUTTER SECTION ON LOW-APPROACH SURFACED GUTTERS, USE EXISTING JOISTS OR SAW CUT JOISTS WITH 2" MINIMUM DEPTH. IF THE EXISTING CURB OR GUTTER ROUNDED SECTIONS SAW CUT AT MINIMUM OF 12" AND AT A MAXIMUM OF 24" FROM BACK OF THE CURB. THE NEW CURB SECTION TO EXISTING PAVEMENT SHALL BE 12" MINIMUM. SEE REVISION 10/1/88, C.D. 88-001.

REVISIONS NO. DATE BY		CITY OF BIRMINGHAM, MICHIGAN ENGINEERING DEPARTMENT	
		CBD STREETSCAPE STANDARD DETAILS	
SCALE: HORIZONTAL VERTICAL		ACCT. NO.	
DRAWN BY: NF		APPROVED BY	
CHECKED BY		CITY ENGINEER	
DATE:		DATE:	

Technical drawing of a street lighting fixture, showing a side elevation and a cross-section. The side elevation shows a pole with a luminaire head, a bracket, and a base. Dimensions include a total height of 10' 0", a luminaire head height of 1' 0", a bracket height of 1' 0", and a base height of 1' 0". The cross-section shows the internal components, including a luminaire head, a bracket, and a base. Dimensions include a luminaire head diameter of 16.25", a bracket diameter of 16.25", and a base diameter of 16.25". The drawing is labeled "Luminaire Detail" and "Side Elevation".



Branch
355 South Saeford / Pomine, ME / 48342
248-874-1314 phone / 248-874-1316 fax
www.thebranchstudio.com/ info@thebranchstudio.com

[illegible]

NOTES

- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FIN W/ POLYESTER POWDER COATING.
- 2.) 1/2" X 3 3/4" PLTB. EXPANSION ANCHOR BOLTS PROVIDED
- 3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANEL.
(37 TOTAL SPACES)



 DuPont, inc. P.O. Box 142 Newtown, PA 17058-0142	SCALE:	NONE	TITLE:	BENCH
	DATE ORDER / RECEIVED		PROG	DOMINO NUMBER
	ISSUANCE BY / BY		C	18-50
	DATE REC / ARTICLES			
	REV. 01-1-78			

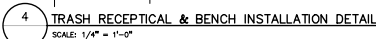
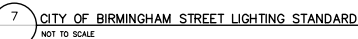
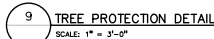
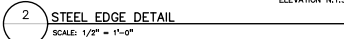
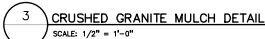
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Applications	Description	Vendor
Parking ticket booths and Mustangs; flagpoles; handrails; traffic control signs; bridges; pedestrian walk; streetlights; bicycle racks	Colors: White, Red, Green, Daubt Green, Black, Silver, Gold, Blue, Yellow, Maroon, and Indigo are required.	Johnson & Tully Tully Supply
Streetlights; sign flags; traffic; construction; irrigation cabinets; and pole/boom cranes	Shelbys Whites Indusol & Karm's Plasticware Coating, Color 5042722	Shelby Whites Royal Oak
Hotter and White Recycled by the Illinois Flag Program Egmont White, Eglinal	Daemans Whites, Powder Paints and Enamel, Project 2002, PA, Beach 2002	Venduris Shelby Whites Whites of Royal Oak
Woods Whites, Including Flag White and Plastic White	Granite Gray, Old Product, 21-05 Birmingham Green, PA	Tekicholas
Plastic; Resins for Pedestrian Crossing Signs	Mykon Plastics Resins Trans: product reacts to plastic resins, and is resistant to painting.	Argonne Research Birmingham

Applications	Style	Vendor
Parking Meter Stickers	Master UV Series S201 Forest Green PMS 360, not an exact match	Zero Screen Process
Parking Structure Banners	PMS 462 and PMS Green 5467	Art & Signs (Crown)
Sheet Name Signs and Parking/Refueling Signs	Master Enamel Plus Gloss 59003 Series, Color Match includes 59148 Medium Green and 59264 Bright Red	Callender & Remick (Crown)
City Flag	Pantone Type Color PMS 3366 Green and Pantone Yellow MC64	Rocket Enterprises



<table border="1"> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>No.</th> <th>DATE BY</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>			REVISIONS		No.	DATE BY																	CITY OF BIRMINGHAM, MICHIGAN ENGINEERING DEPARTMENT CBD STREETScape STANDARD DETAILS	
REVISIONS																								
No.	DATE BY																							
SCALE: HORIZONTAL VERTICAL			ADOT NO.																					
DRAWN BY: NF			APPROVED BY:																					
CHECKED BY:			DATE: June 8, 2007																					
SHEET: 216			CITY ENGINEER:																					



GENERAL LANDSCAPING REQUIREMENTS

- 1.0 GENERAL
- 1.1 SUMMARY
- 1.1.1 Includes But Not Limited To
1. General procedures and requirements for Site Work.
- 2.0 PRODUCTS - Not Used
- 3.0 EXECUTION
- 3.1 PREPARATION
- 3.1.1 Protection
1. Spillage:
- A. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
- B. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.
2. Erosion Control:
- A. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.
- B. Develop, install, and maintain an erosion control plan if required by law.
- C. Repair and correct damage caused by erosion.

- 3.2.5 No vehicular traffic is permitted beneath drive line at any time. All lawn areas are to be seeded by hand.
- 3.2.6 Clear and grade areas within contract limits as required for site access and execution of the work.
- 3.2.7 Remove trees, plants, undergrowth, other vegetation and debris, except items indicated to remain.
- 3.2.8 Treat planting and lawn areas as required with herbicide per manufacturer recommendations to kill existing vegetation prior to planting, seeding and sodding.
- 3.2.9 Remove stumps and roots to a clear depth of 36" below grade. Remove stumps and roots to their full depth within 50' of underground structures, utility lines, foundations, and paved areas.
- 3.3 DISPOSAL OF WASTE MATERIALS
- 3.3.1 Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation is not permitted.
- 3.3.2 Maintain disposal routes, clear, clean and free of debris.
- 3.3.3 On site burning of combustible cleared materials is not permitted.
- 3.3.4 Upon completion of landscape preparation work, clean areas within contract limits, remove tools and equipment. Site to be clear, clean and free of materials and debris and suitable for site work operations.
- 3.3.5 Materials, items and equipment not scheduled for rehabilitation or salvaged for the General Contractor are the property of the Landscape Architect. Remove cleared materials from the site as the work progresses. Storage and use of Landscape Contractor's salvaged items on site is not permitted.

END OF SECTION

FINISH GRADING AND TOPSOIL PLACEMENT

- 1.0 GENERAL
- 1.1 SUMMARY
- 1.1.1 Includes But Not Limited To
1. Do not damage tops, trunks, and roots of existing trees and shrubs on sites which are intended to remain.
- 1.2 Do not use heavy equipment within branch spread. Interfaring branches may be removed only with permission of Landscape Architect.
- 1.3 Do not damage other plants and features which are to remain.

1. Perform finish grading and topsoil placement required to prepare site for installation of landscaping as described in Contract Documents.
- 1.2 SUBMITTALS
- 1.2.1 Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed for each seed mixture.
- 1.2.2 Quality Assurance
1. Submit test on imported topsoil and on site stockpiled topsoil by independent licensed testing laboratory prior to use. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect prior to use.
2. Provide and pay for testing and inspection during topsoil operations. Laboratory, inspection services, and Soil Engineer shall be acceptable to the Landscape Architect.
3. Submit report stating location of source of imported topsoil and account of recent use.
4. Test for pH factor, mechanical analysis, and percentage of organic content.
5. Submit test reports to General Contractor.
6. Sub-Contractor, or testing agency, to make recommendations on type of quality of additives required to be established.
7. Supply of nutrients to bring nutrients to satisfactory level for planting.

END OF SECTION

LANDSCAPING PREPARATION

- 1.0 GENERAL
- 1.1 SUMMARY
- 1.1.1 Includes But Not Limited To
1. General landscape work requirements.
- 2.0 QUALITY ASSURANCE
- 1.2.1 Comply with all applicable local, state and federal regulations, regarding materials, methods of work, and disposal of excess and waste materials.
- 1.2.2 Obtain and pay for all required inspections, permits, and fees.
- 1.2.3 Provide notices required by governmental authorities.
- 3.0 PROTECT CONDITIONS
- 1.3.1 Locate and identify existing underground and overhead services and utilities within contract limit work areas. (Call 811 Dig - 1-800-482-7171 in Michigan).
- 1.3.2 Provide adequate means to protect utilities and services designated to remain.
- 1.3.3 Repair utilities damaged during site work operations at Subcontractor's expense.
- 1.3.4 When undisturbed or incorrectly shored underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain protective directions. Cooperate with the applicable utility company in maintaining safe services in operation.
- 1.3.5 Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Subcontractor's expense.
- 1.3.6 Perform landscape work operations and the removal of debris and materials to assure minimum interference with streets, walks, and other adjacent facilities.
- 1.3.7 Obtain governing authority's written permission when required to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing authorities.
- 1.3.8 Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated for removal.
- 1.3.9 The General Contractor will occupy the premises and adjacent facilities during the entire period of construction. Perform landscape work operations to minimize conflicts and to facilitate General Contractor's use of the premises and conduct of all normal operations.
- 1.3.10 Perform landscape preparation work before commencing landscape construction.
- 1.3.11 Provide necessary barricades, coverings and protection to prevent damage to existing improvements indicated to remain.
- 1.3.12 Protect existing trees scheduled to remain against injury or damage including cutting, breaking or skidding of roots, trunks or branches, smothering by stockpiled construction materials, excavated materials or vehicular traffic within branch spread.
- 2.0 PRODUCTS
- 2.1 MATERIALS/EQUIPMENT
- 2.1.1 As selected by the General Contractor, except as indicated.
1. Tree protection:
- A. Wood fencing - Snow fencing 4' height.
- B. Posts - Steel fence post.
- C. Herbicide for lawn restoration - "Round-up" by Monsanto.

2. Topsoil: applied and stockpiled topsoil proposed for use must meet the testing criteria results specified. Topsoil must conform to adjustments and recommendations from the soil test and by the Landscape Architect.
- 2.1.2 Existing topsoil: existing topsoil from on-site stockpile shall be utilized. All processing, cleaning, and preparation of this stored topsoil to render it acceptable for use is the responsibility of the Subcontractor.
- 2.1.3 Provide additional topsoil as required to complete the job. Topsoil must meet testing criteria results specified.
- 2.1.4 All processing, cleaning, and preparation of this supplied topsoil to render it acceptable for use is the responsibility of the Subcontractor.
- 2.1.5 Supplied and stockpiled topsoil shall be fertile, friable, dark in color and representative of good productive soil. Capable of sustaining vigorous plant growth and free of clay lumps, silt, sand, noxious weeds or other foreign matter such as stones of 1" in any dimension, rocks, sticks, and other extraneous material; not frozen or muddy. PH of soil range between 5.0 and 7.5.
- 2.1.6 Top soil shall contain more than 2 percent of particles measuring over 2.0 mm in largest size.
- 2.1.7 Prepared topsoil shall be used in planting materials as specified in Trees, Plants, and Ground Cover; all beds prepared as specified.
- 3.0 EXECUTION
- 3.1 EXAMINATION
- 3.1.1 Do not commence work of this Section until grading tolerances specified are met.
- 3.2 PREPARATION
- 3.2.2 Prior to grading, dig out weeds from planting areas by their roots and remove from site. Before placing top soil in landscape areas, remove rocks larger than 1 inch in any dimension and foreign matter such as building rubble, wire, cans, sticks, concrete, etc.
- 3.2.3 Prior to placing topsoil, remove any imported base material present in planting areas down to natural substrate or other material acceptable to Landscape Architect.
- 3.3 PERFORMANCE
- 3.3.1 Site Tolerances
1. Total Topsoil Depth -
- A. Lawn And Groundcover Planting Areas - 3 inches minimum compacted.
- B. Shrub Planting Areas - 12 inches minimum throughout entire shrub bed area.
2. Elevation of topsoil relative to walks or curbs -
- A. Seeded Lawn Areas - 1/4 inch below
- B. Soded Lawn Areas - 1 1/2 inches below
- C. Shrub And Ground Cover Areas - 3 inches below
- 3.3.2 Do not expose or damage existing shrub or tree roots.
- 3.3.3 Radiolocate underground utility lines and/or other utilities as a result of rough grading. Remove organic materials, rocks and clods greater than 1 inch in any dimension from the topsoil. Remove any debris and other materials approved imported topsoil required for specified topsoil depth and bring surface to specified elevation relative to walk or curb.

- 3.3.4 For trees, shrubs, ground cover beds and plant mix for beds see Exterior Planting Schedule.
- 3.3.5 Provide earth berming where indicated on Plans.
- 3.3.6 Berms to be free flowing in shape and design, as indicated, and to blend into existing grades gradually so that the top of slope is not readily visible. Landscape Architect or General Contractor's representative to verify finish contouring before planting.
- 3.3.7 Regardless of finish grading elevations indicated, it is intended that grading be such that proper drainage of surface water away from buildings will occur and that no low areas are created to allow ponding. Subcontractor to consult the General Contractor and Landscape Architect regarding variations in grade elevations before rough grading is completed.
- 3.3.8 Slope grade away from building for 12 feet minimum from walls at slope of 1/2 inch per ft. minimum unless otherwise noted. High point of finish grade at building foundation shall be 6 inches minimum below finish floor level. Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top soil and grade to drain properly.
- 3.3.9 Grade all topsoil to remove clods, rocks, weeds, and debris.
- 3.3.10 Rocks and shape area to bring surface to true uniform planes from irregularities and to provide proper drainage and slopes per plans.
- 3.4 CLEANING
- 3.4.1 Upon completion of topsoil operations, clean areas within contract limits, remove tools, equipment, and haul all excess topsoil off-site. Site shall be clear, clean, free of debris, and suitable for site work operations.

END OF SECTION

LAWN SEEDING

- 1.0 GENERAL
- 1.1 SUMMARY
- 1.1.1 Includes But Not Limited To
- 1.1.1.1 Includes But Not Limited To
- 1.2 SUBMITTALS
- 1.2.1 Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed for each seed mixture.
- 1.2.2 Quality Assurance
- 1.2.1 Submit test on imported topsoil and on site stockpiled topsoil by independent licensed testing laboratory prior to use. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect prior to use.
- 1.2.3 DELIVERY AND STORAGE
- 1.2.1 Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent settling and deterioration.
- 1.3 PROJECT CONDITIONS
- 1.4.1 See Landscape Preparation section.
- 1.4.2 Work notification: Notify Landscape Architect of General Contractor's representative at least seven (7) working days prior to start of seeding operation.
- 1.4.3 Protect existing utilities, paving, and other facilities from damage caused by seeding operations.
- 1.4.4 Perform seeding work only after planting and other work affecting ground surface has been completed.
- 1.4.5 Provide hose and lawn watering equipment as required.
- 1.4.6 The irrigation system will be installed prior to seeding. Locate, protect, and maintain the irrigation system during seeding operations. Repair irrigation system components damaged during seeding operations at the Sub-Contractor's expense.
- 1.5 WARRANTY
- 1.5.1 See Landscape Maintenance and Warranty Section

- 2.0 PRODUCTS
- 2.1 MATERIALS
- 2.1.1 Topsoil for Seeded Areas: See Topsoil Placement and Drawings.
- 2.1.2 Lawn seeded areas: Fresh, clean and new crop seed mixture. Mixed by approved methods.
- 2.1.3 Seed mixture composed of the following varieties, mixed to the specified percentages by weight and tested to minimum percentages of purity and germination.
- 2.1.4 Irrigated Lawn Seed Mixture proportioned by volume as indicated below:
- | SEED TYPE | PROPORTION | PURITY | GERMINATION |
|--------------------|------------|--------|-------------|
| Kentucky Bluegrass | 50% | 90% | 70% |
| Penn. Lan Fescue | 20% | 90% | 80% |
| Annual Ryegrass | 20% | 90% | 80% |
- 2.1.5 Non-irrigated Seed Mixture proportioned by volume as indicated below:
- | SEED TYPE | PROPORTION | PURITY | GERMINATION |
|----------------------------|------------|--------|-------------|
| Penn. Lan Fescue | 60% | 90% | 80% |
| Kentucky Bluegrass | 20% | 90% | 80% |
| Pennine Perennial Ryegrass | 20% | 90% | 80% |
- 2.1.6 Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis premium fertilizer.
- 2.1.7 Ground Limestone: Used if required by soil test report. Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20% mesh sieve.

- 3.4 CLEANING
- 3.4.1 Perform Cleaning during installation of the work and upon completion of the work to the approval of the Landscape Architect. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.
- 3.5 MAINTENANCE
- 3.5.1 See Landscape Maintenance and Warranty Section.
- 3.6 ACCEPTANCE
- 3.6.1 See Landscape Maintenance and Warranty Section.

END OF SECTION

LAWN SODDING

- 1.0 GENERAL
- 1.1 SUMMARY
- 1.1.1 Includes But Not Limited To
- 1.1.1.1 Includes But Not Limited To
- 1.2 QUALITY ASSURANCE
- 1.2.1 Comply with American Sod Producers Association (ASPA) classes of sod materials.
- 1.2.2 SUBMITTALS
- 1.3.1 Submit sod growers certification of grass species. Identify source location.
- 1.3.2 Submit manufacturer's certification of fertilizer.
- 1.3.3 DELIVERY, STORAGE, AND HANDLING
- 1.4.1 Cut, deliver, and install sod within 24 hour period.
- 1.4.2 Do not harvest or transport and when mature culture may adversely affect sod survival.
- 1.4.3 Protect sod from sun, wind, and dehydration prior to installation. Do not tear, stretch, or drag and during handling and installation.
- 1.4.4 Sod which dries out before installation will be rejected.
- 1.5 PROJECT CONDITIONS
- 1.5.1 See Landscape Preparation section.
- 1.5.2 Work notification: Notify Landscape Architect or General Contractor's representative at least seven (7) working days prior to start of sodding operation.
- 1.5.3 Protect existing utilities, paving, and other facilities from damage caused by sodding operations.
- 1.5.4 Perform sodding work only after planting and other work affecting ground surface has been completed.
- 1.5.5 Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.

- 1.5.6 Provide hose and lawn watering equipment as required.
- 1.5.7 The irrigation system will be installed prior to sodding. Locate, protect, and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the Subcontractor's expense.
- 1.6 WARRANTY
- 1.6.1 See Landscape Maintenance and Warranty Section.
- 2.0 PRODUCTS
- 2.1 MATERIALS
- 2.1.1 Sod: An "Approved" nursery grown blend of Improved Kentucky Bluegrass varieties.
- 2.1.2 Sod containing Common Bermudagrass, Quackgrass, Johnsongrass, Poleson Ivy, Nutgrass, Hornsgrass, Canada Thistle, Timothy, Bergamot, Red Clover, Ground Ivy, Perennial Smart, or Bromegrass seeds will not be acceptable.
- 2.1.3 Sod must be rolled, healthy and free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, rocks, trash, and extraneous material; viable and capable of growth and development when planted.
- 2.1.4 Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis premium fertilizer.
- 2.1.5 Fertilizer: granular, non burning product composed of not less than 50% organic slow acting, guaranteed analysis premium fertilizer.
- 2.1.6 Topsoil: used if required by soil test report. Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20% mesh sieve.
- 2.1.7 Stakes: softwood, 3/4" x 8" long.
- 2.1.8 Water: Free of substance harmful to seed growth. Hoses or other methods to transportation furnished by Sub Contractor.
- 2.1.9 Topsoil: see Topsoil Placement section.
- 3.0 EXECUTION
- 3.1 INSPECTION
- 3.1.1 Landscape Architect or General Contractor's representative must approve finish surfaces, grades, topsoil quality and depth. Do not start sodding work until unsatisfactory conditions are corrected.
- 3.2 PREPARATION
- 3.2.1 Surface Preparation:
1. Seven days maximum prior to sodding. -
- a. Treat Lawn Areas if required with herbicide per manufacturer recommendations to kill existing vegetation prior to sodding.
- b. Loosen topsoil areas to minimum depth of 4", dampen thoroughly, and cultivate to properly break up clods and lumps.
- c. Grade area to remove clods, rocks, weeds, roots, debris, and stones over 1" in any dimension.
- d. Grade lawn areas to smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.
- e. Apply fertilizers to supplied topsoil if required by soil test report at rate determined by the soil test, to adjust pH of topsoil to not less than 6.0 no more than 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil.
- f. Apply fertilizers to indicated rotary cut areas at a rate equal to 1 lb. of actual nitrogen 1,000 sq. ft. (43 lbs / acre).
- h. After lawn areas have been prepared, take no heavy objects over them except lawn rollers.
- i. After preparation of lawn areas and with topsoil in semi-dry condition, roll lawn planting areas in two directions at approximately right angles with water ballast roller weighing 100 to 300 lbs.
- j. Rake or scarify and cut or fill irregularities that develop as required until area is true and uniform, free from lumps, depressions, and irregularities.
- k. Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to sodding.
- l. Dampen dry soil prior to sodding.

1. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips. Do not overlap edges. Stagger strips to offset joints in adjacent courses. Remove excess and to avoid overlap of adjacent courses. Provide sod pad top flush with adjacent curbs, sidewalks, walks, and seeded areas.
2. Do not lay sod dammed and or install sod, as unattended, frozen soil.
3. Install initial row of sod in a straight line, beginning at the bottom of slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and tightly against previously installed sod.
4. Lay sod on slopes greater than 3 to 1 or in centerline of soddes to prevent slippage at a rate of 2 stakes per yard of sod.
5. Water and thoroughly with a fine spray immediately after laying to obtain moisture penetration through and into top 4 inches of topsoil.
6. Roll with light lawn roller in two directions perpendicular to each other to ensure contact with sub grade.
7. Initial sod and indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.
8. Damage to sodged areas resulting from erosion to be repaired by Subcontractor.
- 3.4 CLEANING
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- 3.5 MAINTENANCE
- 3.5.1 See Landscape Maintenance and Warranty Section.
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- 1.4.4 Perform sodding work only after planting and other work affecting ground surface has been completed.
- 1.4.5 Restrict traffic from lawn areas until grass is established. Erect signs and barriers as required.

PEA GROUP

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CLIENT

FRED LAVERY CO.

34602 WOODWARD AVE.

ROCKFORD, IL 60087

PROJECT TITLE

LAVERY PORSCHE

3430 WOODWARD AVE.

ROCKFORD, IL 60087

REVISIONS	
1.01	2/26/20
2.01	3/26/20
3.01	4/26/20
4.01	5/26/20
5.01	6/26/20
6.01	7/26/20
7.01	8/26/20
8.01	9/26/20
9.01	10/26/20
10.01	11/26/20

DRAWING TITLE

LANDSCAPE SPECIFICATIONS

PEA JOB NO. 19-0344.01

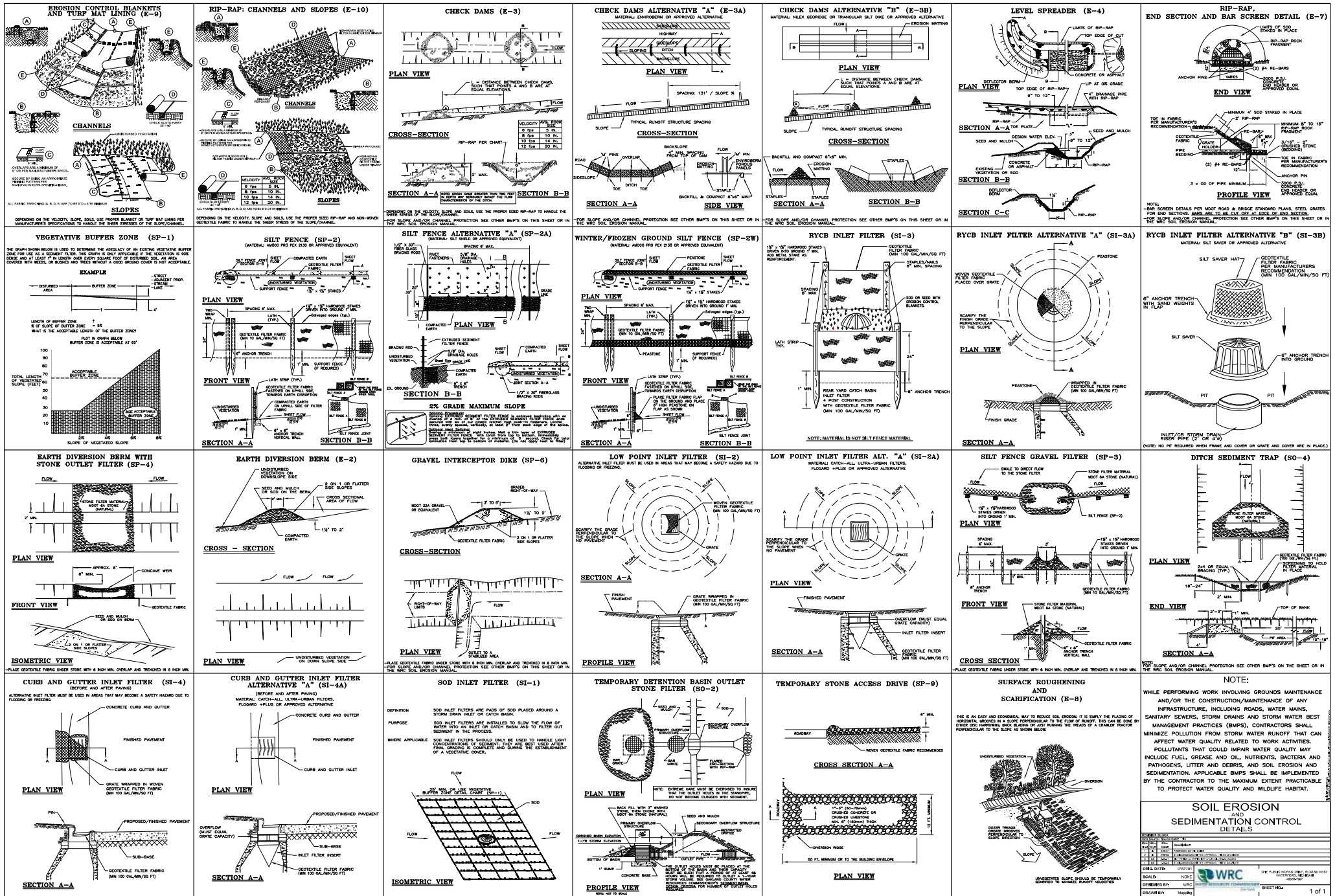
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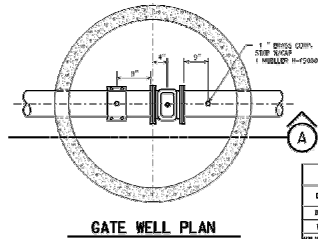
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DES: JRG

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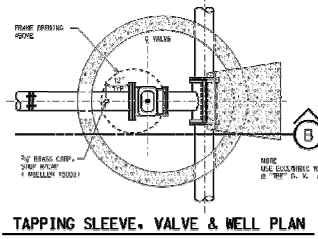
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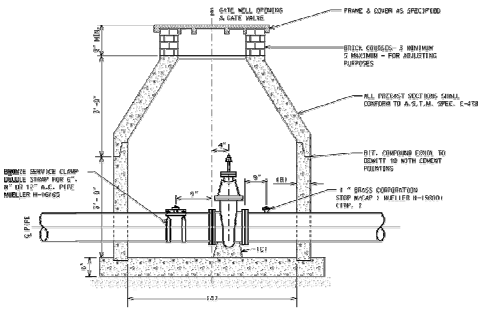


GATE WELL PLAN

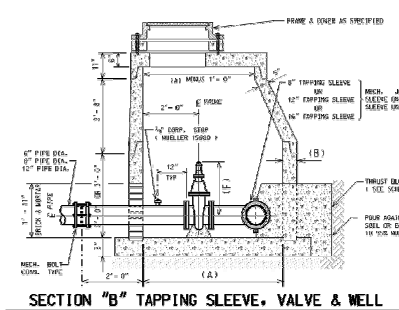
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WELLS THICK.	B	2"	4"
VALVE BLOCK THICK.	C	4"	4"



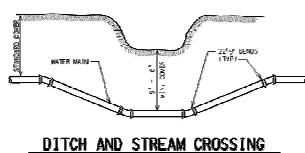
TAPPING SLEEVE, VALVE & WELL PLAN



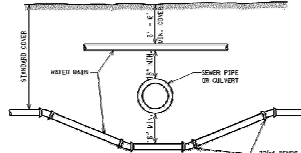
SECTION 'A' GATE WELL



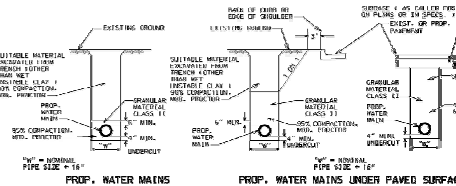
SECTION 'B' TAPPING SLEEVE, VALVE & WELL



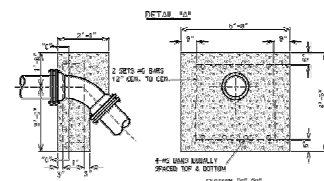
DITCH AND STREAM CROSSING



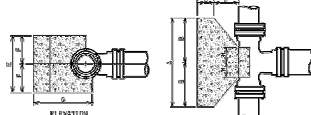
SEWER OR CULVERT CROSSING



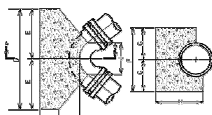
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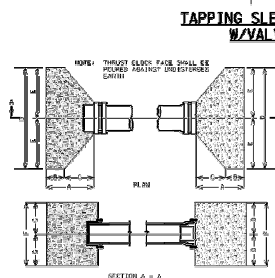
DETAIL 'A'



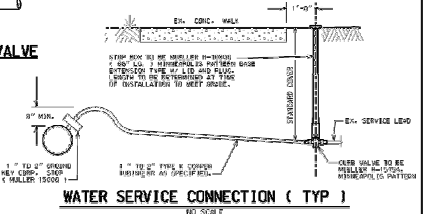
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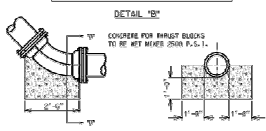
PLAN



TAPPING SLEEVE & VALVE W/VALVE BOX



WATER SERVICE CONNECTION (TYP)



VERTICAL BEND THRUST BLOCKS FOR 8"-12" MAINS

CONCRETE THRUST BLOCK FOR TEES

M.T.S.

SIZE	THICK.	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z
8"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
10"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"	12"
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CONCRETE THRUST BLOCK FOR BENDS

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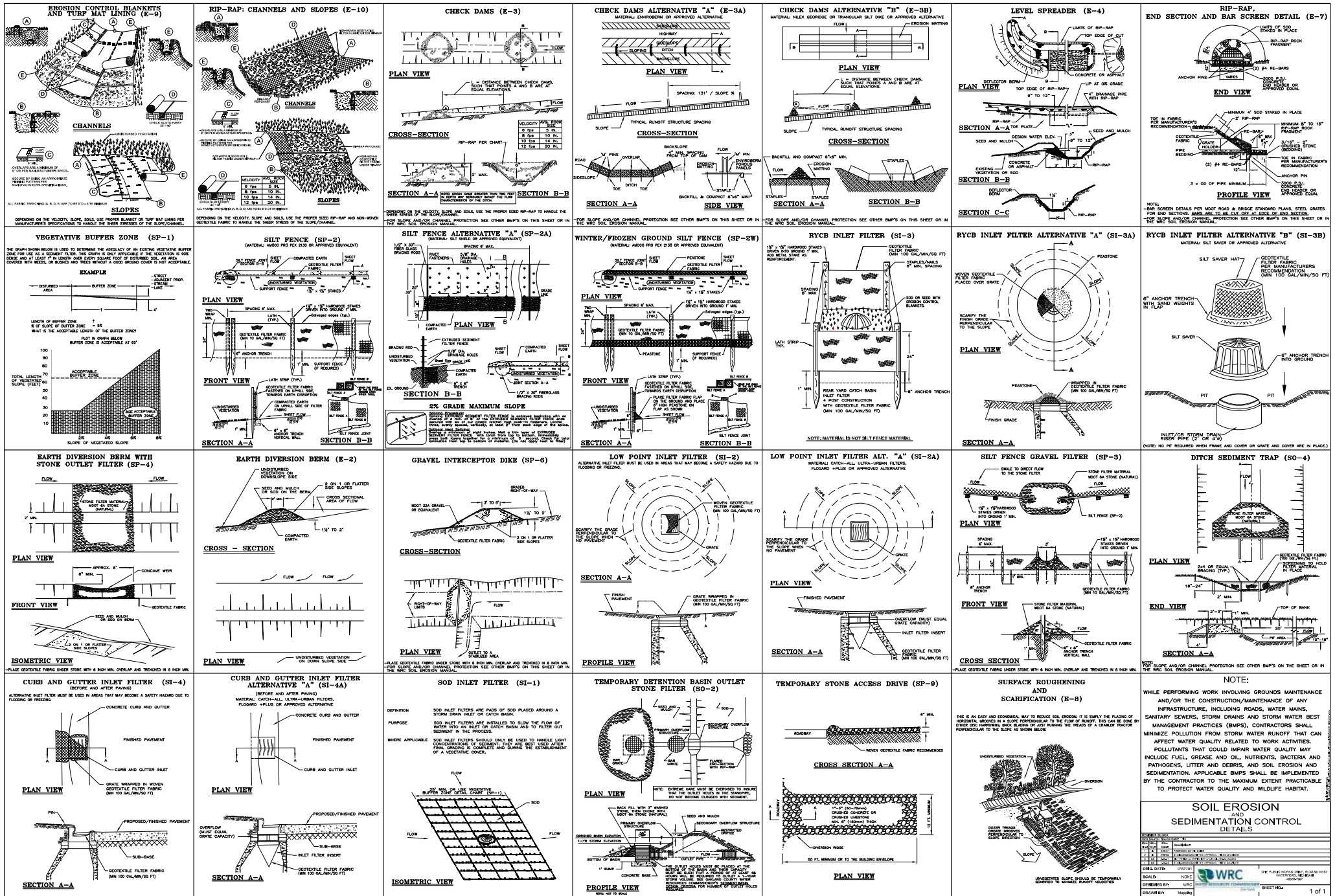
CONC. THRUST BLOCKS FOR PLUGS & CAPS



151 MARTIN STREET BIRMINGHAM, MICHIGAN 48102

WATER MAIN STANDARD DETAILS

DATE	REVISION	BY	DATE	REVISION	BY	DATE	REVISION	BY





MEMORANDUM

Human Resources Department

DATE: November 6, 2025

TO: Jana Ecker, City Manager

FROM: Christina Cilluffo, Human Resources Manager

SUBJECT: Settlement Agreement and Contract Renewal with Birmingham Police Officers Association (BPOA)

INTRODUCTION:

The Birmingham Police Officers Association represents 36 full-time Police Officers, Sergeants and Dispatch employees working within the Police Department. The BPOA collective bargaining agreement details negotiated terms and conditions for its members.

BACKGROUND:

The current collective bargaining agreement with BPOA expired on June 30, 2025. On November 3, 2025, a settlement agreement was reached between the parties. Union membership ratified the attached settlement agreement on November 6, 2025, and the agreement is now presented for consideration by the City Commission.

The primary features of the settlement agreement are:

- 3-year contract through June 30, 2028
- Annual wage adjustments of 3.5% (7/1/2025), 4% (7/1/2026), 3.5% (7/1/2027)
- 5% wage increase adjustment for dispatch positions
- Optional additional 5% employer contribution to 401 (a) with the same employee contribution to 457 (b)
- Sergeant Officer In Charge pay, for when a Sergeant is tasked with Lieutenant duties in the absence of a Lieutenant
- \$150 increase in annual uniform allowance
- Paid Military leave time, up to 6 shifts a calendar year
- \$25 increase in Holiday premium pay for working on specific holidays
- Addition of Juneteenth for the purpose of annual vacation accrual
- Language adjustments for compliance with the Earned Sick Time Act
- Cleanup of language for ease of understanding and reflecting current practice

LEGAL REVIEW:

The City's labor attorney has reviewed the signed Settlement Agreement and has no objection to its form or content.



FISCAL IMPACT:

The 2025-2026 fiscal impact for the BPOA compensation increases are as follows:

\$83,470.00	Increase to wage
\$185,160.00	Increase to Employer Retirement Contributions
<u>\$6,310.00</u>	<u>Increase to misc. other benefits</u>
\$274,940	Total fiscal impact for 2025-2026 budget year

PUBLIC COMMUNICATIONS:

After approval, the items in the tentative settlement agreement will be incorporated into the BPOA union contract expiring 6/30/2028. This contract will be uploaded to the City's website upon completion.

SUMMARY:

The terms in the proposed settlement agreement dated November 3, 2025 are consistent with other settled contracts and have both administration and union support. Human Resources recommends approval of the settlement agreement.

ATTACHMENTS:

- Executed Birmingham Police Officers Association Settlement Agreement with the City of Birmingham
- Notice of ratification from BPOA union

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution approving the settlement agreement dated November 3, 2025 between the City and the Birmingham Police Officers Association for a renewal of the collective bargaining agreement through June 30, 2028. Further, to authorize the transfer of funds in the wage adjustment account 101.0-272.000-709.0000 to the appropriate departments.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED between the City of Birmingham ("the City") and the Birmingham Police Officers Association ("the Union"), that in tentative agreement of all outstanding issues under negotiation, the parties agree to the following, and agree to recommend ratification of the following to their respective principals:

1. Modify Agreement Date

- The agreement date will be 7/1/2025 to 6/30/2028

2. Article 9 Section 11 – Retirement

- Effective upon implementation of plan amendment documents from Mission Square, the City will match an employee's additional contribution up to a maximum of 5% of earnings. The employee must contribute an equal amount to his or her 457(b) account in order to be eligible for the employer match into the 401(a) account. During the month of September of each year, or for new employment, employees will have an open enrollment period to make changes to the contribution amount with the City matching.

3. Article 22 Section 6 – Wages

- Annual wage increases will be as follows:
 - 07/01/2025 – 3.5% (retroactive)
 - 07/01/2026 – 4%
 - 07/01/2027 – 3.5%
- The current 6 month rate will become the starting rate, and the 60 month pay rate will be the rate at the 36 month step.
- Rates for dispatcher and dispatch manager will be adjusted with a 5% increase. The 5% increase will be activated for future payrolls following City Commission approval of contract terms.

4. New Article – Sergeant OIC Pay

- Sergeants who are assigned by the Police Chief or their designee to serve as Acting Lieutenant for a period of 12 or more continuous hours will be paid at the starting rate of the current Lieutenant pay for the entire duration of the out-of-class assignment.

5. Article 25 – Uniform Allowance

- The uniform allowance will increase to \$600. The City will also cover the cost of Kevlar carrier replacements, following the established body armor replacement schedule.

6. Article 22 Section 4 – Exhibit A – Specialty Pay

- Add the following specialties which will qualify for specialty pay requirements:
 1. Drone Operator
 2. CIT (Crisis Intervention) Instructor
 3. Active Shooter Training Instructor
- Remove the following specialties which currently qualify for specialty pay:
 1. Chemical Spray Instructors
 2. Pepper ball Instructors

7. Article 13 – Hours of Work

- Incorporate the provisions from the Letters of Understanding dated October 19, 2015 and January 5, 2018, which permit 12-hour schedules, into the contract and then retire those LOU's. The proposed language is included in Addendum A.

8. New Article – Military Absences

- Include language for paid military leave:
 - (a) Effective July 1, 2025, Employees who serve in the National Guard, service reserves, or other such units will be permitted up to 6 shifts of leave to attend weekend unit drills. These days hold no other monetary value and are not to be considered to be cumulative, or will have the ability to be paid out at the end of the year. For such purposes, these days are allotted for "military" activity only and if not used they will be relinquished at the year's end. Documentation of military orders shall be provided to the Police Chief.
 - (b) The Selective Service Act as presently existing, or as it may be amended from time to time, shall govern the reemployment rights of servicemen.

9. Article 13 Section 13 – Shift Premium

- Move the current shift premium language to its own article.
- Amend payment date for Shift premium payments, to occur in July for the period of January through June, and in January for the period of July through December.

10. Article 19 Section 2 – Schedules

- Amend the current 7 calendar-day notice to 14 calendar-day notice.

11. Letter of Understanding Dated 04/21/2021 – Dispatch

- Eliminate the LOA dated 04/21/2021 signed by Ken Grabowski of POAM regarding dispatch.

12. Medicare Eligibility

- Amend language as follows:
 - When such eligible retired employee and/or spouse reaches the age of 65 or is otherwise eligible for Medicare coverage, retiree healthcare eligibility shall be for Medicare Complementary coverage as shown in Exhibit H.

13. Dependent Coverage in Retire Healthcare

- Include language for dependent age-out of Healthcare while covered under Retiree Healthcare. Coverage for dependents on a retiree healthcare plan will cease at the end of the month in which the dependent turns 26.

14. Residency Requirements

- Update residency map to encompass all communities that touch a 20-mile radius to Birmingham.
- Unit members' residency as of the ratification date of the 2025–2028 Collective Bargaining Agreement will be grandfathered and not required to meet the residency requirement. Any unit members hired or who change their residence after the ratification date must comply with the residency requirement.

Addison Twp	Fraser	Melvindale	Roseville
Allen Park	Garden City Grosse	Milford	Royal Oak
Auburn Hills	Pointe Grosse	Milford Twp	Royal Oak Twp
Berkley	Pointe Farms	Mount Clemens	Salem Twp
Beverly Hills	Grosse Pointe Park	Northville (Oakland)	Shelby Twp
Bingham Farms	Grosse Pointe Shores (Macomb)	Northville (Wayne)	Southfield
Birmingham	Grosse Pointe Shores (Wayne)	Northville Twp	Southfield Twp
Bloomfield Hills	Grosse Pointe Woods	Novi	Springfield Twp
Bloomfield Twp	Groveland Twp	Novi Twp	St. Clair Shores
Brandon Twp	Hamtramck	Oak Park	Sterling Heights
Bruce Twp	Harper Woods	Oakland Twp	Superior Twp
Canton Twp	Harrison Twp	Orchard Lake	Sylvan Lake
Center Line	Hazel Park	Village Orion Twp	Taylor
Chesterfield Twp	Highland Park	Oxford	Troy
Clarkston	Highland Twp	Oxford Twp	Utica
Clawson	Huntington Woods	Pleasant Ridge	Walled Lake
Clinton Twp	Independence Twp	Plymouth	Warren
Commerce Twp	Inkster	Plymouth Twp	Washington Twp
Dearborn	Keego Harbor	Pontiac	Waterford Twp
Dearborn Heights	Lake Angelus	Ray Twp	Wayne
Detroit	Lake Orion	Redford Twp	West Bloomfield Twp
Eastpointe	Lathrup Village	River Rouge	Westland
Ecorse	Lincoln Park	Rochester	White Lake Twp
Farmington	Livonia	Rochester Hills	Wixom
Farmington Hills	Lyon Twp	Romeo	Wolverine Lake
Ferndale	Macomb Twp	Romulus	Wayne
Franklin	Madison Heights	Rose Twp	West Bloomfield Twp

15. Supplement updates

- Include the current medical, dental, vision and retiree healthcare benefit at a glance documents.

16. ESTA Compliance

- Language for emergency leave and sick leave will be amended for compliance with the Earned Sick Time Act. Proposed language is in Addendum B.

17. Article 24 Section 1 – Holiday Pay

- Include Juneteenth for the purpose of annual vacation accrual, beginning with the vacation accrual calculation at the end of the 2025 year for 2026 vacation time banks.

18. Article 24 Section 3 – Holiday Pay

- Increase the worked holiday premium to \$125.000 for each day actually worked on one of the listed holidays.

24.3: ~~Effective July 1, 2013,~~ Employees who actually work on Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, July 4th or Thanksgiving Day shall receive a ~~\$100~~ \$125.00 premium for each day actually worked. Payment will be made in the employee's regular bi-weekly paycheck.

19. Holiday Pay

- The City will discontinue the practice of a cash payout for Good Friday and the Friday after Thanksgiving, and instead include these two days for vacation accrual purposes. Beginning with the Friday after Thanksgiving in 2025, both Good Friday and the Friday after Thanksgiving will be included in vacation accrual calculation at the end of the 2025 year for 2026 vacation time banks.

20. Article 23 – Vacation

- Addition of vacation leave conversion, up to 40 hours annually.

At the end of each calendar year, an employee may elect to be paid in cash for up to 40 hours vacation leave, which will be subject to applicable State and Federal taxes and will not be eligible for retirement contribution matching. Upon such election, the employee's accrued vacation leave will be reduced accordingly.

21. Article 8 – Insurance

- Amend language as follows:

~~During the month of December of each year, Annually,~~ each employee shall submit, on a form provided by the City, information which can be utilized for coordination of benefits between the City's plan and other plans providing coverage for the employee or his/her dependents. In the event that an employee's spouse has coverage through his/her employer, the City's plan shall be the secondary plan for the spouse. In the event that the employee's dependents are covered under a spouse's plan, the coordination of benefits provisions customarily utilized by insurance carriers shall apply.

~~Effective July 1, 2016,~~ the City and the Union agree that the current definition of "dependent" shall be in accordance with applicable law.

In addition, the employee will annually be offered the option to elect cash payment ~~equivalent to 33 1/3% of the City's premium cost of \$1,750 per year (2 Person)/\$3,250 per year (family) for~~ in lieu of providing health insurance (excluding dental and optical) ~~under Option I provided:~~ (1) the employee furnishes the City with proof of other health care coverage; (2) the employee's election is irrevocable for one (1) year except (subject to the health insurance carrier's approval), the employee may re-enroll in the health care plan in the event of marriage, divorce, death of an employee's spouse or dependent, birth or adoption of a child, commencement or termination of the employee's spouse's employment, switching from part-time to full-time status by the employee or his/her spouse, an unpaid leave of absence by the employee or employee's spouse, or if there is a significant change in coverage of the employee's spouse which affects the employee and or employee's spouse (3) any other conditions required by law for eligible opt-out arrangements.

~~Effective January 1, 2012 (for payments in December 2012) the cash payment equivalent shall be \$1,750 per year (2 Person)/\$3,250 per year (family) for waiving coverage effective for payments made in 2012.~~

22. Insurance Commencement

- Modify the insurance start date for new employees from 90 days of continuous service, to the first of the month following 30 days of continuous service. The new employee shall make his or her election before the first of the month following 30 days of continuous service.

~~Except for the dental insurance and optical insurance, t~~The City shall commence paying the premiums for the above health insurance coverage commencing with the City's billing date for such coverage ~~immediately following the completion of ninety {90} days of continuous service on the first of the month following 30 days of full time employment~~ for employees covered by this Agreement.

Dental insurance and optical insurance shall become effective for an employee commencing with the City's billing date for such insurance ~~immediately following the completion of thirty {30} days of continuous service on the first of the month following 30 days of full time employment. Until an employee becomes eligible for health insurance, he shall receive the dental insurance and optical insurance under Option II.~~

23. HRA Reimbursement

- Amend language as follows:
~~Effective January 1, 2005~~ For employees hired before July 1, 2011, the City shall establish, fund, and maintain a Health Care Reimbursement Account (HRA) ~~Effective January 1, 2017:~~ \$900 per calendar year for each eligible employee. The employee will have the ability to reimburse themselves eligible out of pocket health care expenses, ~~as governed by IRS regulation.~~

- ~~1. Eligible expenses for reimbursement will be health care plan deductibles and co-insurance payments paid by the employee/retiree, and monthly retirement health care contributions.~~
- 2. Funds which are not expended for reimbursement in any calendar year shall be carried forward to the next calendar year. There will be no maximum accumulation.
- 3. Upon retirement with eligibility for retiree health care as provided in Article XI, the HRA account balance shall be carried forward into retirement as a retiree health care supplement for reimbursement of ~~health care plan deductibles, co-insurance, and monthly retirement contributions~~ qualifying medical expenses, as governed by IRS regulation.
- ~~4. For employees hired after the effective date of this Agreement shall become eligible to participate upon qualifying for health coverage under the City's health care plan, and an HRA account shall be established with funding beginning at that time.~~
- ~~5. The HRA will reimburse eligible expenses first before any reimbursement from a flexible spending account voluntarily established by an employee.~~

24.Short Term Disability

- Include a waiver of the waiting period when Short Term Disability is requested for the purpose of childbirth recovery.

Short Term Disability for childbirth recovery begins on the date of birth and covers the medically necessary recovery period. The medically necessary recovery period shall be determined based on documentation supplied by the employee's healthcare provider. For recovery related to childbirth only, the 30-day waiting period is waived.

25.Short Term Disability/ Workers Compensation Language

- Clean up language to align with state laws
 - A. Short and Long-Term Disability: For injuries or illnesses commencing after the execution of this contract, disability benefits shall be as follows (disability benefits for prior injuries or illnesses are covered in the parties' agreement in effect at the time of injury):
 - B. Short-Term Disability (Self-Insured): Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) percent of average weekly earnings, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of the sickness or accident, if the employee is otherwise qualified.
 - C. ~~Workers' Compensation:~~ Maximum weekly sickness and accident benefits for service-connected disability shall ~~be in compliance with state regulations as defined by Michigan Worker's Disability Compensation Act of 1969. not exceed an aggregate figure of seventy (70%) percent of an employee's base wage, including any Worker's Compensation benefits, beginning on the 31st calendar day of disability and continuing for a maximum period of one year from the date of sickness or accident, if the employee is otherwise qualified.~~

26. Vacation Accrual

- Amend the current vacation accrual schedule to reflect accruals in hours rather than days, based on an 8-hour workday calculation.

27. Sick Leave permissions

- Remove the waiting period to accrue and use sick leave.
27.3: ~~Employees will be credited with sick leave earned after they complete their first six (6) months of employment.~~

28. Sick Payout

- Amend sick time payout to mirror city-wide policy.
~~Effective July 1, 2004 an employee who begins the calendar year with more than 480 hours accrued, at the end of that calendar year, may elect at their option to be paid in cash for hours accrued in excess of 480 hours up to no more than 40 hours. An employee who begins the calendar year with more than 480 hours of accrued sick leave, and maintains a balance above that level throughout the calendar year, may elect to be paid in cash for hours in excess of 480 – up to but no more than 40 hours – at the end of calendar year. Following the cash payment, the employee must have a minimum of 480 remaining hours in accrued sick leave.~~

29. Article 3 – Dues Deduction

- Amend language to require an employee authorization prior to initiating payroll dues deductions.
3.1: The Employer shall deduct from the wages of each officer association dues/service fees in the amount as prescribed by the Association. ~~The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. As per MCL 408.477, these deductions shall be made processed by the Employer automatically for those already in the Association and each time an officer is placed in the Association or returns from a leave of absence. This will be done according to the above law without the need of authorizations by the individual officer~~ as long as the officer is receiving a paycheck from the City.

30. Article 19 – Overtime Rosters and Schedules

- Eliminate antiquated language
~~19.1: For each calendar year, the City shall maintain a list showing the number of overtime hours worked and declined by each Dispatcher and Paraprofessional and a separate list for police officers covered by this contract. Such list(s) shall be available on request for inspection by any employee covered by this contract.~~

31. Article 21 – Extension of Seniority on Leave

- Amend language as follows:

A police officer may not be on light duty for more than one occasion (up to a maximum of 240 calendar days) in any 36-month period, unless the light duty is the result of ~~giving birth pregnancy and is approved by the Chief;~~

32.Article 22 – Wages and Classifications

- Remove antiquated language
~~—22.2: Movement to the maximum of the pay grade is on a merit basis and not automatic.~~

33.Exhibit “G” – Drug Free Workplace

- Include dispatch positions under the Drug Free Workplace policy.

34.The City withdraws all other proposals.

35.The Union withdraws all other proposals.

36.The Union will ratify the Agreement first, and will notify the City in writing when the Agreement has been ratified.

Dated: 11/3/2025 _____

THE UNION

THE CITY

Signed by:  8B0A5B1AE7A7A79 Signed by:  327F783203BC472... Signed by:  700D3C486818491...	DocuSigned by:  C37450E78B28481... Signed by:  E88F3248F6CF4BE... DocuSigned by:  F8580CADD3014AA... Signed by:  1C2A07358F6741B...
_____	_____
_____	_____
_____	_____

Addendum A- Language amendments to incorporate Letters of Understanding

ARTICLE 13 HOURS OF WORK

13.1 Scheduling Hours

- A. The City may schedule some employees to specialized units, those employees schedules will be determined by their direct supervisor.
- B. With the approval of the applicable Lieutenant or Captain, any individual employee may switch work days with another employee covered by that same classification on the same shift (days or midnights), provided such a switch does not result in overtime.
- C. Employees will not be required to work more than sixteen (16) continuous hours, absent an emergency determined by direct supervisor.
- D. Absent an emergency, or the operation of overtime, leave days will not be changed by the City.
- E. The Police Chief or designee has authority to change schedules. Mandatory schedule changes with less than 14 calendar days notice shall be eligible for overtime.

~~13.1~~ 13.2: Work Week for Police Officer.

The normal work week for a police officer shall be an average of forty (40} hours per week average, at a minimum, over two consecutive payroll periods (a 28 calendar day period}. This shall not in any way be construed as a guarantee of pay or work.

Officers and Sergeants; shall be scheduled such that each such position shall work, in each twenty-eight (28) calendar day cycle, twelve (12) days of twelve (12) hours, and two (2) days of eight (8) hours. Hours between 7:00 a.m. and 7:00 p.m. shall be considered as "day shift," and any hours between 7:00 p.m. and 7:00 a.m. shall be considered as "midnight shift;" however, nothing herein prevents the Chief of Police from altering these shifts with 14 days' advance notice.

~~13.2~~ 13.3: For Dispatchers and Paraprofessionals.

The normal work week shall be forty (40} hours per week, ~~based on a schedule of eight (8) hours per day worked on average~~, including a paid one-half (1/2) hour lunch period. This shall not in any way be construed as a guarantee of pay or work.

Dispatchers will be regularly scheduled in twelve (12) hour work shifts, with at least one (1) day of an eight (8) hour work shift occurring every other workweek. The result is a regular workweek of forty-four (44) hours, and a regular workweek of thirty-six (36) hours per pay period, apart from any voluntary overtime election and/or emergency overtime requirement. Hours between 7:00 a.m. and 7:00 p.m. shall be considered as "day shift," and any hours between 7:00 p.m. and 7:00 a.m. shall be considered as "midnight shift", however, nothing herein prevents the Chief of Police from altering these shifts with 14 days' advance notice.

~~13.3 Overtime Pay for Police Officer. A police officer will be paid one and one-half (1 1/2) times his regular hourly rate in the following instances:~~

~~A. Time worked in excess of eight (8) hours in any shift.~~

~~B. Time worked during the 28 calendar day period (referred to in Section 14.1) in excess of 160 hours.~~

~~13.4 Dispatcher or Paraprofessional, will be paid one and one-half (1 1/2) times his regular hourly rate in the following instances:~~

~~A. Time worked in excess of eight (8) hours in any shift.~~

~~B. Time worked in excess of forty (40) hours in a work week.~~

~~13.5~~ 13.4: If an employee works eighteen (18) or more continuous hours ~~in a twenty-four (24) hour period,~~ and there is not ~~six-eight~~ hours or more between the end of his work hours and his next scheduled shift, the employees shall not work his next scheduled shift unless the City determines there are emergency conditions which require him to work. If an employee does not work his next scheduled shift as provided in this Section, the employee may elect either: (1) not to be paid for such shift; (2) ~~receive use~~ accrued vacation, or (3) work on his next scheduled leave day which will not result in overtime compensation. ~~For work during such 18 or more continuous hours, the employee will be paid his regular compensation for his regular work schedule, and overtime for continuous hours worked in excess of his regular work schedule.~~ If an employee is not scheduled to work the next day, post 18 hour shift, there is no additional compensation for the next scheduled work day.

~~Previous 13.6 – Moved to 17.7~~

~~Previous 13.7 – Moved to 17.8~~

~~Previous 13.8 – Moved to 17.9, 18.5~~

~~Previous 13.9 – Moved to 17.10, 18.6~~

~~13.10~~ 13.4: Roll Call for Police Officers. Roll call is a briefing of officers coming on duty as to current information which has already occurred or is about to occur, roll call is held ten (10) minutes before the assigned shift for officers required by the Department. This briefing will include, but not be limited to information about wanted persons and vehicles, alarm outages, special assignments, special orders, extra patrols of specific areas or places, and cancellations of the same type of information, the officers' attendance, inspection of uniforms and equipment, and various forms of training are also included with roll call. Officers not required to attend roll call are required to brief themselves on the current and canceled information mentioned above by reviewing the roll call notebook located at the Dispatch Desk. These Officers may be

required to participate in all or part of the remaining activities mentioned above during their roll call period.

~~13.11~~ 13.5 : Roll Call for Police Officers Interrupted. For other than the above purposes, if an Officer's roll call period is interrupted to handle a call for police service, either in the station or on the street, he will be paid 15 minutes additional pay at the rate of one-and-one-half (1-1/2) times his regular hourly rate.

~~13.12~~ 13.6: Briefing Time for Dispatchers and Roll Call for Paraprofessionals. Dispatchers will be required to be briefed by the supervisor, Dispatcher, or police officer he is relieving ten minutes prior to the start of their shift. Paraprofessionals shall attend the roll call provided in Section 14.10. Such ten minutes shall not be counted as time worked and shall be offset because Dispatchers and Paraprofessionals are being paid a one-half -hour lunch period during which time they are not required to work.

~~13.13(a)~~ 13.7 (a): Shift Selection for Police Officers.

The City and Union have negotiated concerning establishing an arrangement whereby patrol officers and patrol sergeants, subject to the conditions contained herein, may select permanent shifts. The City has agreed to adopt such an arrangement because the Union represents to the City that (1) such arrangement will not adversely impact the productivity of any shift; (2) such arrangement will result in an improvement in attendance and less use of sick leave; and (3) such arrangement will not result in officers becoming less observant and diligent in the performance of their duties because they are working on the same shift. For purposes of analyzing sick leave, legitimate prolonged illnesses or prolonged injuries will not be considered.

Based on these representations, and subject to the remaining provisions of this Section, the City and Union agree that during the term of this labor agreement, an employee in the Patrol Division with more than one (1) year of seniority who works in uniform shall have the right to select a shift by seniority. An employee eligible for shift selection shall select his shift at least thirty (30) days prior to the beginning of the first pay period in January, and shall submit his first and second) preference. Patrol sergeants shall select their shifts independently of patrol officers.

~~13.13(b)~~ 13.7(b) : Once an employee has made his shift selection, he will have the right to remain on that shift for twelve months, with the exception that the City retains the right to transfer an employee for cause (provided that as to productivity and attendance, an employee has been warned orally and given a written warning); for personal hardship or physical reasons (with mutual agreement of the Union); to meet manpower needs (which shall be done by reassigning the least senior officer from the shift affected); on agreement of two officers an approval by the City; and when a change is required because of illness, injury, light duty, death, resignation, retirement, layoff, promotion, transfer, discharge or leave of absence (which shall be done, unless the Union otherwise agrees, by reassigning the least senior employee subject to Paragraph 14.3(c).

~~13.13(e)~~ 13.7(c): An officer with less than one year of seniority shall be excluded from selection of a shift until the January following completion of such one year, and shall be assigned by the Department as it determines, which will include rotation of shifts.

Patrol officers with less than one year of seniority shall be assigned among the various shifts so that they are not all assigned to one shift effectively to avoid shift preference for patrol officers with more than one year of seniority.

~~13.13(d)~~ 13.7(d) For purposes of determining seniority to be exercised under this Section, a patrol officer or ~~corporal's~~ sergeant's seniority as of January 1st of each year shall be used.

~~13.13(e)~~ 13.7 (e): In the event an officer is transferred to patrol during the 12-month period, the transferee to patrol shall assume the shift assignment of the officer he replaces until the next selection period. The City will attempt to make such transfers coincide with the shift selection.

~~Previous 13.13(f)~~ Shift Premium moved to Article 22 Wages and Classifications

~~13.13(g)~~ 13.7(f): Nothing herein in any way erodes the City's right to determine the number of officers to be on duty at any time or to be on any shift.

~~13.13(h)~~ 13.7(g) : This Section shall remain in effect during the term of this contract, provided that if either party demands a change in the Section at the expiration of the contract and such demand is submitted to Act 312 arbitration, the provisions of the Section shall continue in effect until the Act 312 panel renders its decision.

~~13.14~~ 13.8: Shift Selection for Dispatchers and Paraprofessionals.

Dispatchers and Paraprofessionals shall be allowed to select their shifts by seniority, within their respective classification, provided that the City shall have the right to assign a Dispatcher or Paraprofessional to a specific shift for training purposes or to fill temporary absences

Article 17 OVERTIME FOR POLICE OFFICERS

17.1 ~~The decision to cover all or any portion of the work day of an absent employee by calling in another employee shall be made by the applicable Captain, Patrol Lieutenant or designee, recognizing that there is not a minimum manning or minimum staffing provision.~~

The following procedures shall be followed when the City determines that additional police officers are needed:

A. If the work is reasonably anticipated to be less than six hours duration; the City may elect, in order of seniority:

1. To hold over an officer from the shift going off duty, or

2. To call in an officer from the shift coming on duty. In the event the senior officer contacted declines the assignment, the junior qualified police officer available shall be required to hold over or report early.

B. If the work is reasonably anticipated to be six hours or longer in duration; the City will, in order of seniority:

1. Call in a police officer on the shift who is not scheduled to work the day. In the event the officer declines the assignment the junior qualified police officer available shall be required to work

2. In the event no officer can be contacted pursuant to paragraph B the provisions of paragraph A will apply.

3. In construing the above, any officers contacted shall be considered the junior police officer unless otherwise notified.

17.2

A. The provisions of Section 18.1 shall not apply to calling in police officers for any special assignments, including but not limited to undercover work, task force assignments and work related to specific assignments wherein a police officer with special qualifications, skill or knowledge to perform such assignments is required.

B. Overtime shall be offered first to the police officer within the division in which the overtime occurs. If there is no police officer(s) in such division available for the overtime, the provisions shall be applied to all police officers. For purposes of this Section, "patrol investigator" is considered part of the Patrol Division (unless he qualifies under Section 17.2A).

17.3 If a Lieutenant scheduled to work is absent and no other Lieutenant/Sergeant is on duty, the City will replace such position with a Lieutenant/Sergeant. The work shall first be offered to a Sergeant following the provisions of Section 18.1. In the event no Sergeant volunteers for the assignment, Lieutenants may volunteer and an assignment will be made based on seniority.

17.4 Whereas practicable, the on-duty supervisor will consult with a union representative on duty to insure the proper procedures are followed. Agreement by a union representative as to this decision will be binding on the union and will preclude any grievance. Union representative will be designated in writing each year at the beginning of work schedule number one (1)

17.5 Overtime Pay for Police Officer:

Sergeants and Officer overtime will be paid at the rate of time and one-half (1 ½) for all hours in excess of the employee's regularly scheduled hours in a day, and for all hours in excess of one hundred sixty (160) in the applicable twenty-eight (28) day scheduling period; provided however that there shall be no pyramiding of overtime.

~~13.6~~ 17.7: Overtime Call- in Pay For Police Officers.

Three (3) hours minimum, at one and one-half (1-1/2) times the regular rate will be paid when the employee appears for scheduled court appearances on off-duty time not immediately prior to or following his regular scheduled shift.

~~13.7~~ 17.8: Police Officer Call Back Time.

Three (3) hours minimum, at one and one-half (1-1/2) times the regular rate, will be paid when the City requires an employee to be called back to the station for duty related matters during off duty time not immediately prior to or following his regular scheduled shift.

~~13.8~~ 17.9: Compensated Time.

Compensated time off shall be counted as time worked for purposes of computing overtime pay under the provisions of this Agreement.

~~13.9~~ 17.10: No Duplication.

There shall be no duplication of overtime or premium pay for the same hours.

ARTICLE 18 OVERTIME FOR DISPATCHERS AND PARAPROFESSIONALS

18.1: ~~The decision to cover all or any portion of the work day of an absent employee by calling in another employee shall be made by the applicable Captain, Patrol Lieutenant or designee, recognizing that there is no minimum manning or minimum staffing provision.~~ Subject to Section 18.2, if a Dispatcher scheduled to work is absent and the City determines to replace such Dispatcher, or the City determines that additional Dispatchers are needed, the following procedure shall be followed:

A. If the City determines that the work involved is six hours or less, then the City may elect to have such work performed either by holding over a Dispatcher or Paraprofessional from a shift which is going off-duty and/or calling in a Dispatcher or Paraprofessional from a shift which is coming on duty; in either event, the City shall offer, in order of seniority, such work to the Dispatcher or Paraprofessional at work, if a Dispatcher or Paraprofessional is to be held over, or, in order of seniority, to the Dispatcher or Paraprofessional scheduled to report for work if Dispatcher or Paraprofessional is to be called in early. In the event a senior Dispatcher or Paraprofessional declines the work, the junior qualified Dispatcher or Paraprofessional available for work in either instance shall be required to stay over or report early.

B. If the City determines that the work involved is for more than six (6) hours, then the City will first offer such work to the qualified Dispatchers or the qualified Paraprofessionals on the shift who is not scheduled to work on such day in order of seniority. In the event that the qualified Dispatchers or Paraprofessionals decline the work, the junior qualified person among the qualified Dispatchers and the qualified Paraprofessionals on such shift who is not scheduled to work such shift shall be required to work. However, if the City is unable to contact any qualified Dispatcher or qualified Paraprofessional to perform such work, the City shall have the right to hold over or call

in a qualified Dispatcher or qualified Paraprofessional consistent with Section 19.IA. above.

In the event the above procedure does not result in obtaining a qualified Dispatcher or qualified Paraprofessional, the City shall have the right to call in, consistent with Sections 18.1 and 18.2, a police officer qualified to perform the available work.

C. In contacting Dispatchers or Paraprofessionals for work described above, any Dispatcher or Paraprofessional contacted shall be considered the junior person available for work unless otherwise notified.

D. When a Paraprofessional is called into work as a Dispatcher, he shall be paid the Paraprofessional wage rate.

E. Sections 17.1, 17.2, 18.1 and 18.2 do not require the City to call in an employee to work overtime. At all times, the City may reassign an on-duty employee to replace an absent employee.

18.2: The provisions of Section 18.1 shall not apply to calling in a person for Paraprofessional work. Such work shall be assigned to the Paraprofessionals.

18.3: The provisions of Section 17.1 shall not apply to calling in dispatchers for any special event assignments

18.4: A Dispatcher or Paraprofessional Overtime Pay: Dispatcher overtime will be paid at the rate of time and one-half (1 ½) of regular hourly pay for all hours actually worked in excess of forty (40) hours per workweek. Additionally, hours actually worked in excess of the employee's regular workweek schedule, due to acceptance of overtime offered and/or emergency overtime requirement, will be paid at the overtime rate of time and one-half (1 1/2) of regular hourly pay. For purposes of this agreement, the work week is a consecutive seven (7) day period beginning on Saturday and ending on Friday.

~~13.8~~ 18.5: Compensated Time.

Compensated time off shall be counted as time worked for purposes of computing overtime pay under the provisions of this Agreement.

~~13.9~~ 18.6: No Duplication.

There shall be no duplication of overtime or premium pay for the same hours.

Article 22 WAGES AND CLASSIFICATIONS

~~13.13(f)~~ MOVE UNDER ARTICLE 22 Wages and Classifications: Shift Premium ~~–Effective July 1, 1998~~

A. ~~Afternoons shall be defined as any shift beginning at 3:00 PM or any time thereafter up to 11:00 PM.~~ Midnights shall be defined as any shift beginning at ~~11:00 PM~~ or any time thereafter 7:00 pm, ~~where the majority of the shift hours are completed by 8:00 AM.~~ An employee who works a majority of his/her regular shift hours on the

~~afternoon or~~ midnight shift shall receive ~~the shift premiums set forth below.~~ 2% of base pay at the time of premium payment.

~~B. — A seniority employee who works a majority of his/her regular shift hours on the afternoon or midnight shift shall be eligible for the following shift premiums:~~

~~Afternoons: One percent {1%} of base pay~~

~~Mid-nights: Two percent {2%} of base pay~~

~~C-B The shift premium payment for July 1, 1998, to December 31, 1998 shall be made on or about November 1, 1998. The shift premium payment for January 1, 1999, to June 30, 1999, shall be made on or about February 1, 1999. Shift premium payments will be paid for the same periods and at the same time in each succeeding year. The shift premium payment will be paid annually. Premiums for January to June shall be made on or around July 1 of the same year. The shift premium payment for July to December shall be made on or about January 1 of the following year.~~

~~C Shift premium payments will be paid for the same periods and at the same time in each succeeding year.~~

~~D In the event an employee quits or moves to a different shift during the period for which payment was made, the employee shall return the shift premium payment for which he/she was ineligible through payroll deductions.~~

~~E Shift premium payments shall not be included in the computation of longevity. Shift premium payments shall not be included in the computation of final average compensation under the pension plan.~~

ARTICLE 20 TRAVEL TIME AND CLASS TIME

~~20.1 The City may schedule an employee for training either during a scheduled day of work, or during a regular off day. Training may be for any number of hours on any day on which it is scheduled.~~

Addendum B - Language amendments for ESTA compliance

ARTICLE 10

FUNERAL LEAVE AND EMERGENCY LEAVE

10.1 : For purposes of attending the funeral of a member of an employee's immediate family, a seniority employee shall receive a leave of absence with pay of three (3) workdays during the period commencing on the day of death and ending on the day after the funeral.

A seniority employee shall be granted one (1) additional day with pay if the place of the funeral is 200 miles or more from the Birmingham City Hall.

-) For purposes of this section, immediate family means current wife, current husband, child, stepchild, brother, sister, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law, and grandchild.

For a funeral of one other than a member of the immediate family which because of extenuating circumstances the seniority employee's Department Head believes is appropriate for the employee to attend, the Department Head may make a request of the City Manager for approval to grant up to one (1) day off with pay to attend such person's funeral.

~~10.2 : Emergency Leave. An employee may use up to four (4) sick leave days per calendar year due to the illness or disability of members of the employee's immediate family which requires the presence of the employee. Such days shall be used in one-hour increments and shall be charged to the employee's accrued sick leave. The maximum number of sick leave days permitted under this section per calendar year is four sick leave days.~~

~~It is the intent of the City and Union that whenever possible, an employee using sick leave under this Section, shall make arrangements for the family member as soon as possible and return to work.~~

~~For purposes of this Section, immediate family means current wife, current husband, mother, father, child or stepchild and any relative living within the household of the employee.~~

~~An employee may be permitted up to one (1) day of emergency leave each calendar year for an emergency situation determined to be an extenuating circumstance beyond the employee's control and requiring the employee's immediate attention. To qualify for emergency leave, the employee must notify their supervisor prior to the start of their scheduled shift and provide an explanation of the situation, including why their personal involvement is required. Final approval as official Emergency Leave is at the discretion of the Police Chief or their designee. It is understood that, whenever possible, the employee will make every effort to limit the use of this leave to genuine emergencies where no reasonable alternative exists. Requests based on routine personal matters, poor planning, or situations that could reasonably be resolved outside of scheduled work hours shall not qualify as Emergency Leave. The Chief or designee retains full discretion to determine whether the circumstances meet the criteria for Emergency Leave. Such emergency leave~~

shall be deducted from the employee's sick time bank or be unpaid if no sick time bank is available.

10.3 : Employee-Retiree. Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree, provided:

- A. Those employees, who may be spared from the work assignments and have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reason shall rest with the department head.
- B. Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the City Manager.

10.4 : Emergency Leave During Vacation. Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time that the vacation is scheduled. When the leave starts prior to the time the vacation is scheduled the absence will be charged to emergency leave rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.

10.5 :Paternal Leave: An employee will be permitted up to a total of two (2) days off without charge to sick leave when having a child.

ARTICLE 27 SICK LEAVE

27.1 : Sick leave shall be allowed ~~only in cases of actual sickness or disability of an employee or as~~

~~) provided in Article XI.~~ for the following circumstances:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's or the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for the employee or the employee's family member.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; and
- For closure of the City of Birmingham by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, regardless of whether the employee or family member has actually contracted the communicable disease.

For the purposes of this article, family members include:

- A biological, adopted, or foster child, stepchild or legal ward, a child of a domestic

- partner, or a child to whom the employee stands in loco parentis
- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child
- A person to whom the employee is legally married under the laws of any state or a domestic partner
- A grandparent
- A grandchild
- A biological, foster, or adopted sibling
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

27.2 : Seniority employees shall accrue Sick Time to be used for the provision in 27.1
~~A in are allowed one Sick time accrual shall be (1) day (eight (8) hours} sick leave credit for each month in service, beginning with the first full calendar month of service.~~

~~A B No sick leave will be granted before it has been earned.~~

~~B Unused sick leave credits may accumulate to the total of sixty (60) days (480 hours}.~~

~~Effective January 1, 2014 current employees will accrue sick leave credits commencing with calendar year 2014 at the rate of one (1) day per month.~~

~~C There shall be no limit to the accumulation of days at such rate.~~

27.3 : ~~Employees will be credited with sick leave earned after they complete their first six (6) months of employment.~~

27.4 : ~~In order to receive sick leave Sick Leave Notification~~

- A. The first seventy-two (72) hours of sick leave used in a calendar shall be considered ESTA leave. All sick leave shall be subject to the following procedure:
 - During the ESTA time period, where an employee's need for sick leave is foreseeable (eg doctor's appointments or medical procedure), the employee shall provide at least seven (7) days' notice.
 - ~~Where the employee's need for leave is unforeseeable~~ the employee must notify his or her supervisor before he is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid sick leave.
- Sick leave may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross biweekly pay.

27.5 : If the City, based on reasonable grounds determines that an employee ~~has misused his sick leave~~ has not used sick leave for the purposes identified in section 27.1, the employee shall lose his pay for the first day of absence commencing with the third period of absence after the City notifies the employee in writing of his misuse of sick leave. Such penalty shall be applied to the employee's first day of absence commencing with such third pay period and each additional period of absence thereafter within twelve {12) months after the City notifies the employee in writing of his misuse of sick leave.

~~27.6 : The sick leave earned to date shall be posted on the employee's record on January 1, of each year:~~

- A. If any employee is absent from work due to illness or disability prior to the start of is previously scheduled vacation period, and continues ill during his vacation period he may charge the time to his illness allowance at his option.
- B. Any illness or disability occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

27.7 : Except as provided in Section 28.14, an employee who terminates his employment with the City will forfeit any sick leave that he may have accumulated: ~~unless the employee is re-hired by the City within two (2) months of his or her last day of employment..~~ In the event that he is later re- hired after two (2) months, ~~he~~ they shall be considered a new employee for all purposes.

27.8 : Sick leave will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

27.9: The amount of sick leave used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. ~~During January of each year, a report will be made to each employee showing his accumulated sick leave.~~

27.10 : A certification from a physician of the City's choosing may be required by the department head as evidence of illness or disability before compensation for the period of illness or disability is allowed. ~~ESTA leave may require a doctor's note starting on day 4 of the leave.~~ Any question as to eligibility, etc., shall be resolved through the grievance procedure.

27.11 : A written authorization from the employee's attending physician is required before an employee may return to work following a prolonged illness or injury absence.

27.12 : Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

27.13 : Sick leave shall cease to accrue in instances where an employee no longer is being paid directly by the City. For the month in which the employee is last paid by the City his sick leave for the month shall be prorated based on the number of days in that month for which he was directly paid by the City and thirty {30} days.

~~27.14 Upon disability retirement under the City's retirement system, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank in excess of 480 hours; such payment shall be based on the employee's hourly rate of pay and paid as of the date of disability retirement. Effective July 1, 2013, upon death, normal or deferred retirement with twenty or more years of service under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to 50% of the unused hours (up to a maximum of 1200 hours) accumulated in his/her illness~~

~~allowance bank, for a maximum payment of 600 hours (1200 x 50%).~~

Effective July 1, 2022, upon death, retirement (normal or deferred}, or separation of employment, except for termination with just cause, employees who are eligible for defined contribution retirement benefits and have seven (7) or more years of service with the City, shall be entitled to receive an amount equivalent to 50% of the unused hours in excess of 480 hours accumulated in his/her illness allowance bank, for a maximum payment of 600 hours (highest starting balance that can be paid is 1680 hours).

Vote

Mike Manzo <mmanzo@bhamgov.org>
To: Christina Cilluffo <ccilluffo@bhamgov.org>
Cc: Joshua Bouchard <jbouchard@bhamgov.org>

Wed, Nov 5, 2025 at 10:20 AM

Good Morning,

We discussed with Chad and what we did was put out an updated vote email on 10/30/2025 with the updated information. Per the Bi-laws the union has 7 days to complete the vote. As of now, there are enough votes to ratify/approve the contract. The membership approval date would be 11/06/2025.

[Quoted text hidden]

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Det. Sgt. Michael Manzo
Birmingham Police Dept.
[151 Martin St](#)
[Birmingham, MI 48009](#)
248-530-1891



MEMORANDUM

Planning Department

DATE: October 24, 2025

TO: Jana L. Ecker, City Manager

FROM: Nicholas Dupuis, Planning Director

SUBJECT: Initial Bistro Screening – 2025-2026

INTRODUCTION:

In October of each year, the City Commission begins the bistro application review process to consider new bistro applications pursuant to [Chapter 10 \(Alcoholic Liquors\), Division 4](#) of the Birmingham Code of Ordinances. The bistro application review process also provides that in the event that two bistro approvals are not granted as a result of the fall review period, the City will accept additional bistro applications for the current calendar year on or before April 1, of the next year. At this time, the City received two applications for initial bistro screening in October 2025 for consideration, both of which would be considered new establishments.

BACKGROUND:

The City Commission accepts new bistro applications, which are due on October 1 for the next calendar year. In the event that two bistro approvals are not granted as a result of the fall review period, the City accepts additional bistro applications for the current calendar year on or before April 1.

When submitted, all submittals for new or existing bistro establishments pursuant to Chapter 10 of the City Code must include (but are not limited to) the following information in 5 pages or less:

- A brief description of the bistro concept proposed, including type of food to be served, price point, ambience of bistro, unique characteristics of the operation, if any, and an explanation of how this concept will enhance the current mix of commercial uses in Birmingham;
- Proposed location, hours of operation and date of opening;
- Name of owner/operator and outline of previous restaurant experience; and
- Evidence of financial ability to construct and operate the proposed bistro.

After reviewing the material submitted, the City Commission considers all applications for bistros, and selects which applications, if any, shall move forward to the Planning Board for a full Special

Land Use Permit (SLUP) review. All applications forwarded to the Planning Board are required to provide additional information for review of the bistro as a SLUP including site plans, floor plans, sample menus, interior design details, evidence of financial capability, as well as any other information requested by the Planning Board.

Should the City Commission determine that any initial bistro application satisfies the criteria outlined in [Sec. 10-82.](#), the Planning Board will then conduct a Special Land Use Permit, Final Site Plan and Design Review. During this review, bistro applications will be evaluated by the Planning Board based on the criteria set forth in the Zoning Ordinance and Chapter 10 (Alcoholic Liquors) of the City Code, and forwarded back to the City Commission with a recommendation from the Planning Board.

Finally, after a recommendation is obtained from the Planning Board, the City Commission will conduct public hearings to review the selected bistro applications and determine which, if any, bistros to approve for the 2025-2026 period, up to a maximum of two approvals for new establishments, and up to a maximum of two approvals for existing establishments that have been in operation for more than 5 years in the City.

At present, the City contains 22 bistro establishments, 19 of which are in Downtown Birmingham. As was intended when the bistro concept was introduced in the early 2000's, many of the existing bistros offer an intimate and unique dining experience, which is at times heavily driven by their menu. Specific regulations for bistros may be found in [Article 3, Section 3.04 \(C\)\(10\)](#) and [Article 5](#) of the Zoning Ordinance. At present, the Zoning Ordinance defines bistro as:

"A restaurant with a full service kitchen with interior seating for no more than 65 people and additional seating for outdoor dining of no more than 65 people."

In accordance with the process outlined above, the following applicants submitted a summary for the initial review process prior to the April 1, 2025 deadline established by the City Commission:

- Teuta – 168 W. Maple
- Snap Taco – 126 S. Old Woodward

Both of the proposed bistros are located in the central portion of the Downtown Birmingham Overlay District, which permits bistros with a Special Land Use Permit. Both establishments are considered new, thus competing for the maximum of two new bistro establishments permitted annually. A brief analysis of the two applications may be found below:

Teuta – [Teuta](#) has been operating in the City of Birmingham since January 2025. At present, the restaurant contains over 80 seats and no outdoor dining, although the applicant recently petitioned unsuccessfully for an outdoor dining platform. The cuisine offerings of Teuta are described as an "eclectic American menu" that is focused on breakfast and lunch. Their current hours are Sunday-Saturday, 8:00 AM – 3:00 PM. Nearby bistro establishments include [Brooklyn Pizza](#), [Tallulah](#), Toast, [Elies](#) and [Churchill's](#). At this point, the cuisine offerings may not be considered overrepresented in this area, as it is more common in Birmingham that a bistro be lunch/dinner oriented as opposed to breakfast/lunch (the notable exception being Toast). In terms of the bistro ordinances, Teuta will be presented with a challenge when it comes to outdoor dining due to the

limited space in front of their establishment. The Planning Department would also note that it is atypical to see a restaurant of this size reduce seating by around 20 seats, which would need to be monitored closely to ensure that seats are not added back at any point in time.

Snap Taco – This establishment would be new to the City of Birmingham, and is currently renovating the former KaKu Shushi restaurant at 126 S. Old Woodward. Their plan was to get open and operating while they pursue a bistro license through the City Commission, and adjust their operations when the time comes. [Snap Taco](#) does have another location, however, in Lake Orion. The cuisine is described as Mexican and their Lake Orion menu suggests a wide variety of dishes. As with Teuta, nearby bistro establishments include [Brooklyn Pizza](#), [Tallulah](#), Toast, [Elies](#) and [Churchill's](#) as well as [Casa Perno](#) and [Social Kitchen & Bar](#) could also be considered close. The bistro ordinances related to indoor seating appear to be possible for this applicant in that the interior seating arrangement currently contains 35 seats with little room to expand. Outdoor dining may be more difficult, though, due to the streetscape design and the limited storefront space.

Should the City Commission wish to consider the two applications received as of October 1, 2025, the applicants will be given a time to verbally present their concepts to the City Commission, without the use of PowerPoint presentations, display boards or other visual aids. A suggested time frame would be a five-minute presentation of the concept by the applicant, with a five-minute period for questions from the City Commission. The City Commission will then discuss the application, and consider directing the application to the Planning Board for full Special Land Use Permit, Final Site Plan and Design Review.

LEGAL REVIEW:

The City Attorney has reviewed the submissions and has no concerns as to form and content.

FISCAL IMPACT:

There are no fiscal impacts for this agenda item.

SUSTAINABILITY:

There are no direct sustainability considerations for this agenda item.

DESIGN CONSIDERATIONS:

There are no design considerations to be reviewed at this point in the process. However, many design considerations will be reviewed during the Special Land Use Permit process, should any of the prospective bistros be moved forward.

PUBLIC COMMUNICATIONS:

There are no required public communications for this agenda item. If any bistros were to be selected this round, each Special Land Use Permit and Final Site Plan & Design Review application will be noticed in compliance with Article 7, Sections 7.01 and 7.35 of the Zoning Ordinance.

SUMMARY:

The Planning Department requests that the City Commission, in accordance with the City's review process for bistros, review the attached submission packets for Teuta and Snap Taco and consider whether the Commission would like either of the applicants to conduct a brief presentation and

respond to any questions in order to determine whether to take further action regarding the application.

After hearing any presentations, and after some discussion, the Planning Department would then request that the City Commission consider directing Teuta and Snap Taco to submit a Special Land Use Permit and Final Site Plan & Design Review applications to the Planning Board for review and recommendation.

ATTACHMENTS:

Please see attached the following documents:

- Teuta – 168 W. Maple
- Snap Taco – 126 S. Old Woodward

SUGGESTED ACTION:

Make a motion adopting a resolution to move forward with the bistro applications for Teuta and Snap Taco and permit each bistro to submit an application for Special Land Use Permit, Final Site Plan and Design Review to the Planning Board for review and recommendation.

OR

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

TEUTA



BISTRO LICENSE APPLICATION

Teuta, LLC
168 West Maple Road
Birmingham, MI 48009

General Manager: Filip Skelaj
Chef: David Geering

I. Introduction

Teuta is a vibrant upscale restaurant in the heart of downtown Birmingham that opened in March of 2025. The family owned and operated venue is the perfect candidate for a Bistro license and will add a fresh and unique option for its patrons to enjoy high quality food, drinks, and service in a unique setting. The restaurant is named after Teuta Skelaj who operates the business along with her husband, Filip Skelaj and the help of three of their children. The Skelaj family has a reliable history of owning and operating restaurants, including one establishment in Detroit that has been operating successfully for 8 years as well other prior establishments. Filip and Teuta are excited about the opportunity to expand their Birmingham business by obtaining a Bistro License and are fully prepared to demonstrate their ability to succeed within Birmingham's competitive market.

II. Financial Capacity

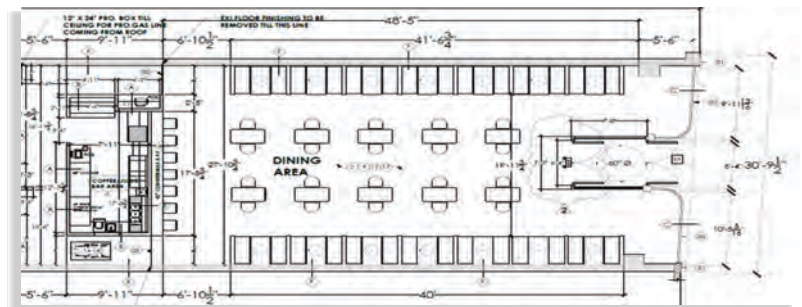
Filip and Teuta have more than a decade of experience in the service industry and understand the importance of having liquid assets to grow their businesses and take advantage of new opportunities. They are already in the process of pursuing a liquor license transfer and designing a new outdoor seating area. Further demonstration of their financial assets will be furnished upon request.

III. CityTrack Record

Teuta has maintained a positive relationship with its patrons in the city since it opened. There are no issues or violations of any kind with the city. Birmingham citizens have left overwhelmingly positive feedback with Teuta enjoying a 4.6 star Google rating with the vast majority of such reviews being 5 stars. Teuta provides a relaxing atmosphere where families are welcome to enjoy their experience with superb service.

IV. Site Plan

Teuta's current floor plan is attached below for reference. The owners will adjust the indoor seating capacity to 65 patrons in accordance with the city code. Guests have expressed significant interest in Teuta developing a Bistro atmosphere, along with providing dinner service and outdoor seating. Filip and Teuta are committed to bringing this vision into reality by utilizing multiple tables on the sidewalk adjacent to the business and/or potentially through the construction of a patio on the street in accordance with zoning regulations. The owners are excited about the opportunity to provide an outdoor dining experience to Birmingham residents and other patrons.





VII. Cuisine

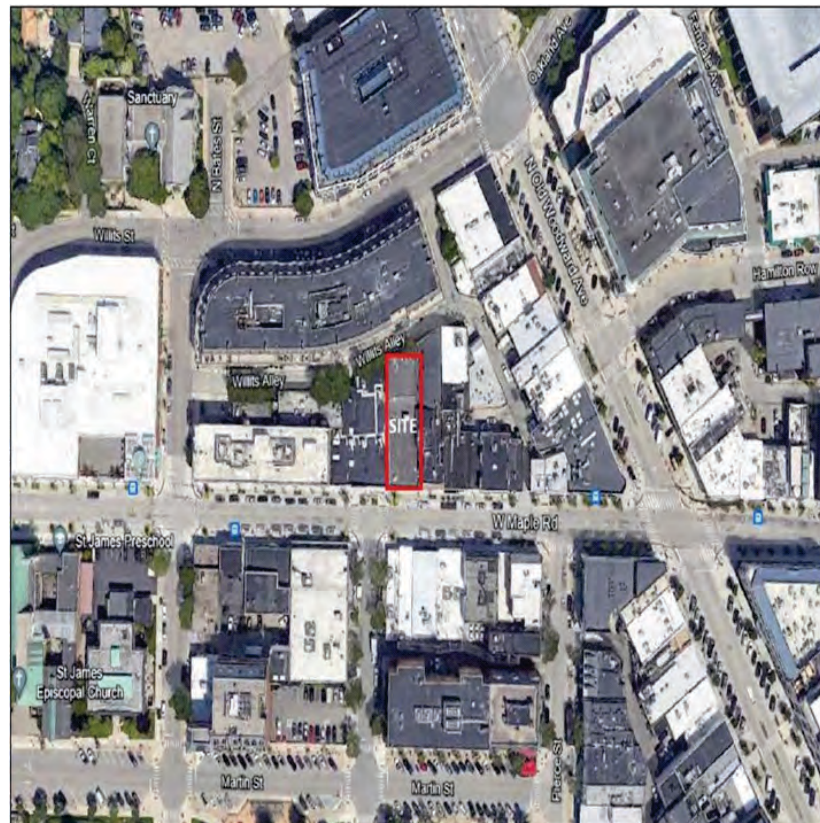
Teuta currently offers an eclectic American menu focused on breakfast and lunch. This incorporates breakfast offerings that include wraps and crepes (the Candied Banana and Hazelnut Crepe has become a guest favorite). In addition, Teuta's lunch focused items include fresh salads such as the delicious Smoked Burrata & Portobello, delectable sandwiches and rollups including the popular Salmon B.L.T., in addition to hearth baked pizzas like the classic Margherita. This unique combination of traditional concepts and elevated ingredients has been a welcome addition to Birmingham's cuisine. Filip and Teuta are also excited about the opportunity to expand into the dinner arena and create distinctive dishes that stem from tried and true concepts that the owners have relied on for years with their other restaurants. An updated menu will also include unique beer, wine, and cocktail selections that will compete with the best that the city has to offer while still remaining a reasonably priced and approachable alternative to other, pricier establishments.

V. Health and Sanitary Facilities

Filip and Teuta take great pride in the cleanliness of their restaurant. Teuta has not had any violations from the health department since opening and has received praise from patrons for the high standards that the owners adhere to concerning the health and sanitation of the venue.

VI. Location

Teuta is located in the heart of downtown Birmingham's Downtown Overlay District, less than two blocks west of Old Woodward on the north side of Maple. The area experiences heavy foot traffic all year around, especially during the warmer months. The demand for bistros is high and Teuta is prepared to meet that demand by offering an upscale guest experience in an intimate, casual atmosphere within the hustle and bustle of the downtown area. Although Birmingham offers a variety of choices in the area, Filip and Teuta are determined to carve out a unique brand by combining high quality approachable food made from fresh ingredients along with a family atmosphere that welcomes a wide variety of patrons.





Apple Pecan Pancakes



Lemon Chicken Noodle



Chicken Club Stack



Vanilla Chocolate Crepes



Margherita Pizza



Off The Griddle Breakfast



Smoked Portobello Salad



Brisket Burger



Smoked Salmon Ciabatta



Baked Peaches & Cream Waffle

VIII. Other Obligations

Teuta does not have any outstanding obligations to the city and the owners remain committed to adhering to all city ordinances and regulations moving forward.

IX. Additional Information

Teuta's current hours of operation are between 8:00 a.m. and 3:00 p.m., seven days a week. The owners are looking forward to obtaining a Bistro License from the city and expanding their hours to include dinner, which will be paired with an exciting new drink menu as referenced above, along with outdoor seating to allow guests the option of enjoying their experience and taking in the sights that Birmingham has to offer.

X. Conclusion

Filip and Teuta have worked very hard to open this business and create a sense of identity within the dining scene in downtown Birmingham. Teuta has become a popular destination for guests interested in a casual, family friendly experience with elevated yet hearty cuisine and exceptional service, conveniently located on the heart of Birmingham. The owners are looking forward to the opportunity to further grow this family business and better serve its patrons by expanding the menu and hours of operation with all the benefits that would come with obtaining a Bistro License.



Snap Taco Bistro App: Revolutionizing Dining in Birmingham, Michigan

126 S. Old Woodward Ave next to Churchill's

A full-service Mexican restaurant designed to cater to our quick lunch visitors, those who prefer to dine in and enjoy the ambiance, as well as customers seeking delicious and healthy takeout meals for their families.



Background of the Owners

Industry Overview

The **Rodriguez family** owns and operates Snap Taco in Lake Orion and Cantina El Dorado in Downtown Auburn Hills. Both restaurants are full-service and hold comprehensive liquor licenses. Platon, the Head Chef and owner, brings more than 25 years of experience in the Detroit dining scene.

Rosalba Montes will serve as operations manager and co-owner at the Birmingham location, drawing on her experience as a restaurant owner in Traverse City, Michigan, and Mexico.

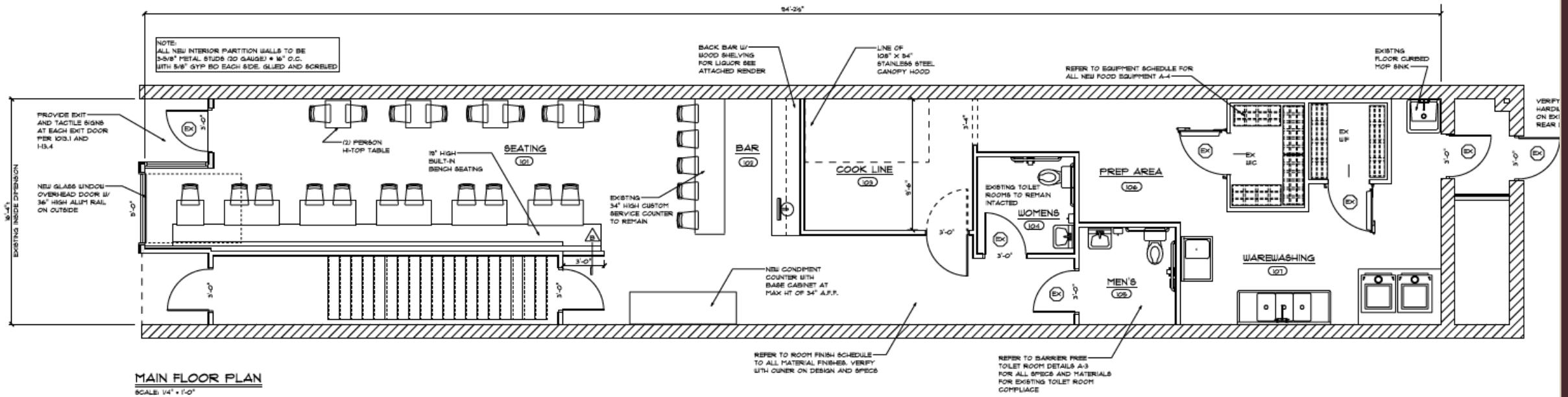
Legal – Stanton L. Walker, Attorney at Law, P.C.

Dedication to Mexican Cuisine

The owners are deeply passionate about authentic Mexican cuisine, which shapes their menu choices and dedication to offering high-quality dishes.

Emphasis on Community and Ambiance

Their goal is to foster a dining environment focused on community, with plans to complete a thorough renovation of the current location by October 2025.



Location Details, Hours, and Opening Date

Prime Location

The bistro is located centrally on Old Woodward Ave in Birmingham, just south of Maple Road, providing easy access for guests arriving by car or visiting nearby shops, hotels, and entertainment spots.

Site Plan – Liquor License Compliance

The attached plan outlines how the seating and bar layout will comply with the bistro's license requirements. Outdoor seating has been reviewed with the city planner, and a Variance application will be submitted to permit additional seating in front of the restaurant during summer 2026, pending approval.

All health and sanitation standards will be fully met by the restaurant's opening in October 2025.

Operating Hours

The bistro will operate during peak dining periods, serving both lunch and dinner.

Monday to Thursday: 11:00 AM – 9:00 PM - Friday and Saturday: 11:00 AM – 11:00 PM - Sunday: 11:00 AM – 8:00 PM

Opening Date

The restaurant is planned to open in October 2025, initially offering non-alcoholic drinks, with intentions to expand once all required permits and licenses are obtained in Spring 2026.

Menu: Types of Food and Pricing



Snap Taco
AUTHENTIC MEXICAN STREET FOOD

APPETIZERS

QUESO DIP 10.99
Creamy white cheese dip topped with pico de gallo.

CHORIZO DIP 12.99
A spin on our classic cheese dip topped with chorizo

GUACAMOLE DIP 11.99
Fresh Hass avocado mixed with cilantro, onions, and tomatoes.

BEAN DIP 9.99
Refried beans with enchilada sauce, onions, and cheese dip.
Add Chorizo +\$3

CERVECE 12.99
Tiger shrimp, onions, tomatoes, cilantro, cucumber, and avocado. Made to order in lime marinade.

STREET CORN
Mexican street corn topped with mayonnaise, Tajin, and cheese.
Cup - \$5.50
Stick - \$6.00

NACHOS SUPREME 12.99
Crisp tortilla chips loaded with beans, red sauce, cilantro, tomatoes, onions, cheese dip, guacamole, sour cream, and jalapenos.
Add choice of meat +\$3

FAJITA NACHOS 15.99
Your choice of meat, grilled onions and bell peppers, beans, and cheese dip loaded on top of a bed of tortilla chips.

BUTIFADA 15.99
Chips layered with beans, cheese dip, onions, lettuce, tomatoes, avocado, sour cream, and your choice of meat

LOADED SNAP FRIES 12.99
French Fries with queso dip, steak, jalapenos, and pico de gallo.

FIVE FLAUTAS 12.99??
Choice of shredded chicken or beef, rolled in corn tortillas, deep-fried, topped with sour cream, guacamole, jalapenos, pico de gallo, and queso fresco on a bed of lettuce.

TACOS

Soft Or Hard Corn Tortilla Or Flour Tortilla

PROTEIN CHOICE
Steak - Chorizo - Pastor - Carnitas - Birria (Beef) - Shredded Chicken - Grilled Chicken - Ground Beef - Chorizo & Eggs - Grilled Shrimp - Campechano (Steak & Chorizo) - Black Beans - Veggies

TACO SUPREME 5.99
Choice of tortilla, protein, lettuce, cheese, tomatoes, onions, and sour cream.
Guacamole +\$1.25

AUTHENTIC STREET TACO 4.99
Soft corn tortilla with onions, cilantro, and choice of protein.

BAJA - STYLE TACOS 6.99
Baja tacos are Shrimp, Fish or Avocado that are breaded or grilled served in a flour tortilla with cabbage, cilantro, mayo, mango pico de gallo, avocado, and creamy chipotle sauce.

RIB EYE TACO
Delicious Rib-eye steak topped with pico de gallo, queso fresco, cilantro, and creamy chipotle sauce.

BURRITO OR BOWLS

Large Flour Tortilla or Bowl

PROTEIN CHOICE
Steak - Chorizo - Pastor - Carnitas - Birria (Beef) - Shredded Chicken - Grilled Chicken - Ground Beef - Chorizo & Eggs - Grilled Shrimp - Campechano (Steak & Chorizo) - Black Beans - Veggies

SNIP BURRITO 10.99
Choice of protein, rice, beans, cheese, lettuce, guacamole, sour cream, and pico de gallo. Topped with red or green sauce and cheese dip.

ASADA BURRITO 10.99
Steak, grilled onions, rice, beans, cheese, pico de gallo, lettuce, sour cream, and guacamole. Topped with red or green sauce and cheese dip.

CALIFORNIA BURRITO 10.99
Choice of protein, grilled onions & tomatoes, topped with cheese dip and pico de gallo. Served with rice and beans.

FAJITA BURRITO 10.99
Choice of protein, grilled onions & peppers, rice, and beans. Topped with cheese dip, lettuce, guacamole, pico de gallo, and sour cream.

Customer Advisory: Consumption of undercooked meat, poultry, eggs, or seafood may increase the risk of food-borne illnesses. Enjoy your meal! *Price from special dietary request menu.



CREATE YOUR OWN COMBO
Make any a la carte items below a combo with rice and beans.
Single Item \$9.99 - Double Item \$13.99 - Triple Item \$16.99

PROTEIN CHOICE
Steak - Chorizo - Pastor - Carnitas - Birria (Beef) - Shredded Chicken - Grilled Chicken - Ground Beef - Chorizo & Eggs - Grilled Shrimp - Campechano (Steak & Chorizo) - Black Beans - Veggies

WET BURRITO 5.99
Choice of protein wrapped in a flour tortilla, topped with red or green sauce and cheese dip.

ENCHILADA 4.50
Choice of protein rolled in corn tortilla, topped with red or green sauce and cheese dip.

CHICKEN TAMALE 5.50
Authentic corn masa stuffed with chicken, topped with green or red sauce and cheese dip.

QUESADILLAS

QUESADILLA 11.99
Mozzarella cheese melted in a large flour tortilla. Served with rice, pico de gallo, jalapenos, sour cream and guacamole.
Add Protein +\$3

FAJITA QUESADILLA 15.99
Grilled onions and peppers, melted cheese, your choice of protein inside a large flour tortilla. Served with lettuce, pico de gallo, jalapenos, sour cream, and guacamole.

VEGGIE QUESADILLA 13.99
Large flour tortilla stuffed with melted cheese, grilled onions, bell peppers, zucchini, and mushroom. Served with sour cream, guacamole, jalapenos, lettuce, and pico de gallo.

CORN QUESADILLAS 11.99
Four corn tortillas with melted mozzarella cheese. Served with rice, lettuce, pico de gallo, and sour cream.
Add Protein \$3

QUESADILLA QUESADILLAS 15.99
Shredded beef folded into four corn tortillas with melted mozzarella, cilantro, and onion served with consome, lettuce, rice, pico de gallo, and sour cream.

FAJITAS

TOSTADA 5.50
Flat crispy corn tortilla smothered in beans with choice of protein, onions, tomatoes, queso fresco cheese, lettuce and sour cream.

TACO SUPREME 5.99
Choice of tortilla, protein, lettuce, cheese, tomatoes, onions, and sour cream.

FLAUTAS 5.50
Choice of shredded beef or chicken, rolled in two corn tortillas, deep fried, topped with sour cream, guacamole, jalapenos, tomatoes, pico de gallo, and queso fresco. Served on a bed of lettuce.

AUTHENTIC STREET TACO 4.99
Soft corn tortilla, onions, cilantro and choice of protein.

CHICKEN 18.99 | FOR TWO 29.99
STEAK 19.99 | FOR TWO 30.99
SHRIMP 20.99 | FOR TWO 31.99
COMBU - STEAK AND CHICKEN 20.99 | 31.99 FOR TWO
3 MEAT - CHICKEN, STEAK, SHRIMP 21.99 | FOR TWO 32.99
VEGGIES 16.99 | FOR TWO 22.99
grilled onions, bell peppers, tomatoes, zucchini, & mushroom.
Add Protein +\$5.00 | For Two + \$8.00
ULTIMATE - CHICKEN, STEAK, & SHRIMP 23.99 | FOR TWO 34.99
PINEAPPLE PARADISE 25.00 | FOR TWO 36.00
Grilled chicken, Steak, Chorizo, and Shrimp, sautéed with juicy pineapple chunks and topped with mozzarella cheese. Served in a grilled pineapple shell for a tropical twist.

Extensive Selection of Dishes

The menu offers a wide variety of items such as tacos, burritos, flautas, fajitas, enchiladas, nachos, quesadillas, chile rellenos, hamburgers, and more, all made using fresh, locally sourced ingredients.

Reasonable Prices

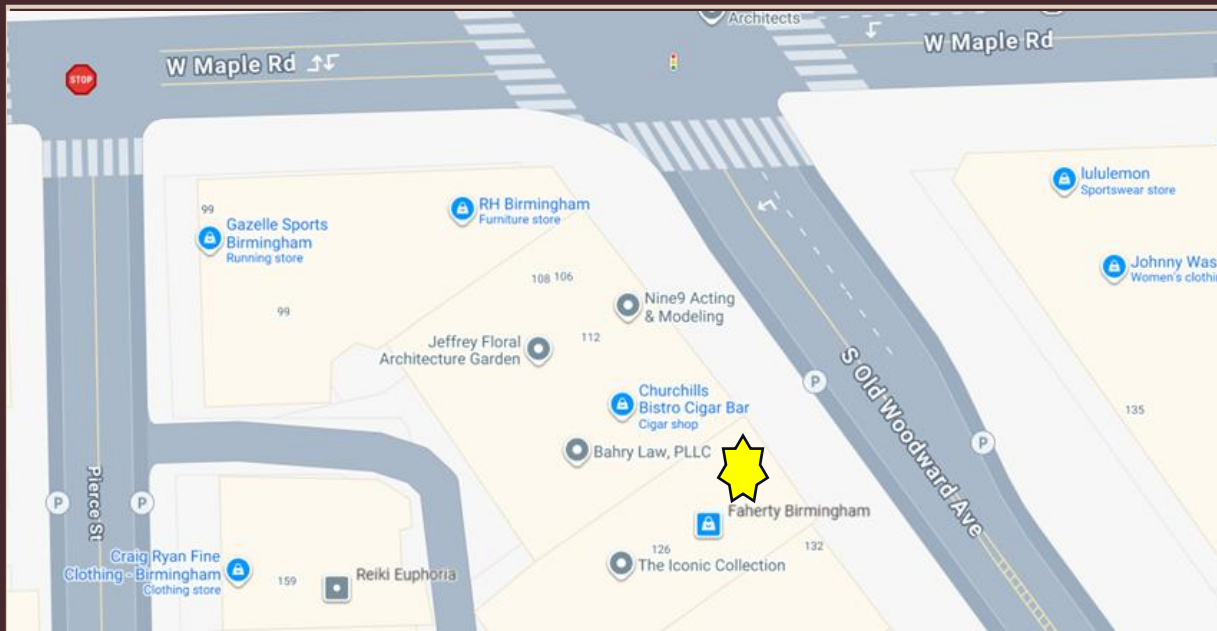
The pricing is competitive, providing great value while maintaining high quality.

Customer Attraction

The menu is designed to appeal to a diverse customer base by balancing quality, variety, and affordability.

Availability of Mexican Cuisine in the City

Currently, only two locations serve Mexican food in the downtown and triangle district areas. Employee Meal, about 0.3 miles away, is the sole venue offering alcohol but is closed at lunchtime and has a limited menu. The Taco Stand, approximately 0.2 miles away, does not serve alcoholic beverages and primarily serves tacos, burritos, and bowls.



Financial Capacity to Implement the Project

The rebuilding and upgrading of the current facility is scheduled for completion by October 2025 and will be fully funded by Red Island Taco LLC. The company has ample liquidity to cover any required updates or modifications related to the license. Proof of assets can be provided upon request.

Experience with the City

This marks our first project with the city of Birmingham; however, we have worked smoothly with the planning and building engineers in preparation for our restaurant's opening in October 2025. We have fulfilled all city requirements, including utilities, licensing, and permits. Additionally, one of our founders resides in Birmingham, close to the restaurant, and is familiar with the city's community, concerns, and expectations for our business.

Adaptable Layout

The bistro's design allows for flexible seating arrangements to accommodate groups of varying sizes and can be easily modified to meet changes in the bar area and outdoor seating spaces.



Snap Taco Location



MEMORANDUM

City Manager's Office

DATE: October 30, 2025

TO: Jana L. Ecker, City Manager

FROM: Melissa Fairbairn, Assistant City Manager

SUBJECT: Municipal Service Standards

INTRODUCTION:

City of Birmingham staff regularly engage with members of the community to conduct day-to-day business, such as processing payments and permits, as well as to address more complex inquiries and concerns. While staff consistently demonstrate professionalism and a commitment to providing high-quality service, opportunities remain to improve the customer experience and ensure that all community members feel respected, valued, and well-served.

BACKGROUND:

At the regular City Commission meeting held on May 5, 2025, the Commission discussed the establishment of formal customer service standards to guide interactions between City staff and the public. The Commission has previously affirmed its commitment to excellence in service through the adoption of the 2022 Strategic Goal of "Effective and Efficient Services," which states that "Birmingham will address the needs of the community in a timely and respectful manner."

Currently, the City does not have a formally adopted policy or defined set of standards for customer service. Research conducted by staff indicates that while the implementation of formal service standards remains relatively uncommon among Michigan municipalities, several examples from other jurisdictions across the United States and Canada provide valuable guidance. Common elements among these examples include timely responsiveness, active listening, clear communication, and courteous service delivery.

Staff recommends that the City adopt a concise, one-page customer service standards document to serve as a consistent reference for all employees. These standards should set expectations for the manner in which staff interact with the public in-person, on the phone or electronically. The recommended customer service standards also include a maximum of one business day to return phonecalls and voicemails and two business days to return emails and GovPilot requests.

If the Commission chooses to adopt customer service standards, the City will introduce the standards during professional development training. Furthermore, it is recommended that the customer service standards be routinely reinforced through staff communications to ensure alignment with the City's expectations of effective and efficient services.

LEGAL REVIEW:

No legal review is necessary for this item.

FISCAL IMPACT:

There is no fiscal impact for this item.

SUSTAINABILITY:

There are no sustainability considerations for this item.

DESIGN CONSIDERATIONS:

Upon adoption of the City's customer service standards, the Communications team will design a visually appealing one-pager that can be posted throughout City buildings and on the City's website.

PUBLIC COMMUNICATIONS:

The customer service standards will be publicly posted throughout City buildings and on the City's website.

SUMMARY:

In order to improve the experience of community members who interact with City staff, the Commission is asked to consider the proposed customer service standards for all City employees. These standards will be introduced through professional development training and reinforced regularly by department heads.

ATTACHMENTS:

- DRAFT City of Birmingham Customer Service Standards
- Customer Service Standards from the City of Windsor, Ontario
- Customer Service Philosophy from Hopewell, Virginia
- City of Austin Development Services Department Customer Service Policy Standards

SUGGESTED COMMISSION ACTION:

Make a motion adopting a resolution to adopt the proposed customer service standards for the City.



Customer Service Standards (DRAFT)

The City of Birmingham is dedicated to effective and efficient services. All community members who contact the City shall be treated with respect and a welcoming attitude and can be assured that their concerns are addressed quickly and completely. To ensure positive community interactions, City employees are expected to:

- Greet callers and visitors in a warm and polite tone and introduce themselves by name.
- Be prepared to assist walk-in, phone, and online customers.
- Actively listen to community members' concerns and work to find solutions.
- Answer community members' questions accurately and efficiently or connect them with the staff person who can.
- Follow up internally and externally to ensure that issues are resolved.

Response Times

- Phone Calls: Staff will make every effort to quickly answer phone calls. Voicemails will be returned within one business day. Staff who will be out of the office for longer than one business day will update their voicemail greeting to direct callers to another person in their department for assistance.
- Emails: Community members will receive an initial response to an email inquiry within two business days. For complex issues, you may receive an initial response that acknowledges that your concern has been received and that staff is working on a resolution. Staff who will be out of the office for longer than one business day will update their email with an automatic reply directing the public to another staff member for assistance.
- GovPilot Requests: GovPilot requests will be responded to within two business days. For complex issues, you may first receive an acknowledgement that your request was received by the City before a detailed response is provided.

Customer Service Standards

The City of Windsor delivers services that are focused on the customer. We value our customers and are committed to providing excellent customer service in every aspect of our business. We strive to meet the following standards with each and every customer and appreciate your feedback.

We will treat you with dignity and respect.

We will treat you fairly while complying with all our policies, by-laws and regulations.

We will ensure our services are accessible for all of our customers.

We will respond to your written correspondence within 3 business days.

We will respond to your telephone correspondence within 2 business days.

We will identify ourselves to you by using our first name and the department in which we work.

We will provide our service in the most cost-effective and timely manner possible.

Windsor - Working to Serve you Better!



Customer Service Philosophy

We are all public service professionals committed to providing a culture of excellence in customer service by addressing needs with a caring attitude on a consistent basis.

Our Promise

We will treat everyone just as we wish to be treated by providing:

- A warm and friendly greeting
- Our full attention and a sense of importance
- Competence, thorough handling, and follow-up
- A sincere “thank you”

Customer Service Standards

The City of Hopewell recognizes that customer service is an ever-changing process that is a critical part of the success of any organization, especially local government. In order to promote a culture of excellence in customer service, the following customer service standards have been implemented as part of our daily communication with our external customers (citizens and the public) as well as our internal customers (employees, City administration, and City officials).

As public service employees, we will:

- Remember that all City employees are “Directors of First Impressions,” so we strive to make that first impression with you, our customer, a positive one!
- Take ownership of your problem or concern.
- Be prepared to accommodate both internal and external walk-in customers.
- Assume an appropriate and approachable demeanor.
- Use your name, if known.
- Answer phone calls within three rings and identify our department and our name.

Public service employees are expected to:

1. Be able to answer questions about agency services
2. Provide the name and phone number of someone who can answer the question
3. Find the answer to the question posed.

Public service employees ensure our voice mail greetings shall:

- Alert the caller to the expected day/time of our return call
- Provide the caller with an alternative way to reach the employee or another employee who can assist if the matter is urgent
- Direct phone calls to another employee/department and introduce you and your need before hanging up after the connection
- Ask permission to put you, the caller, on hold. We will periodically check back and apologize to you if you should have to wait
- Respond to internal and external calls, e-mails, and requests for services or products by the next business day
- Always follow up with you. If we tell you we will do something, we will be certain to do it

Standards of Excellence

As employees of the City of Hopewell, we continually work to uphold the trust and confidence placed in us by the citizens of Hopewell and our co-workers. We recognize our responsibility to serve the best interests of all the people and provide the best service possible at all levels of our organization.

We are proud of our role as City representatives and are dedicated to providing the highest quality service. In recognition of our responsibility, we accept and support this philosophy.

The employees of the City of Hopewell decide themselves individually and collectively to demonstrate that “Teamwork” is not just a motto, but a standard of quality.

Trust

The staff of the City of Hopewell:

- Serve and uphold the ideals and values of our organization and of the public service profession
- Are committed to providing outstanding service to all those with whom we have contact
- Will treat everyone with respect and dignity and provide impartial service

Encouragement

The staff of the City of Hopewell:

- Will maintain a productive work environment that encourages teamwork through communication, cooperation, and pursuing common goals
- Will support individual and collective efforts to achieve the City's goals for serving the community and in attaining professional standards of excellence

Acceptance

The staff of the City of Hopewell:

- Accept responsibility and are accountable for our performance and the results of our actions
- Will listen with concern, and respond promptly, courteously, and effectively to all requests
- Will demonstrate pride in our organization, our City, and ourselves in our day-to-day activities
- Will treat individuals in an open-minded manner that demonstrates respect for their worth and ideas, and recognize their achievements and abilities

Maintain

The staff of the City of Hopewell:

- Will maintain professionalism, courtesy, and integrity in all of our endeavors
- Will promote harmony, understanding, mutual respect, trust, courtesy, and cooperation as the ideal for productive working relationships

Willingness

The staff of the City of Hopewell:

- Will improve our skills, knowledge, and the quality of our performance through continuing education and training
- Recognize and accept that inevitable change and innovation within the organization will encourage growth

Organization

The staff of the City of Hopewell:

- Will demonstrate our pride in our City, public service, and ourselves through our performance and conduct on and off job
- Are aware that public and personal safety are the result of mutual awareness and concern
- Will contribute ideas and information toward the accomplishment of collective efforts and goals, and be receptive to the ideas and information of others

Respect

The staff of the City of Hopewell:

- Are committed to our organization and to our co-workers, and respect management and employees alike
- Will maintain individual integrity, and be continually aware of the trust placed in us by the public
- Are committed to the recognition of excellence in public service at all levels of the City

Knowledge

The staff of the City of Hopewell:

- Are knowledgeable about our City, its history, organization, and services we provide
- Will share our technology and innovations with others in our field, and seek to enhance our abilities through mutual cooperation
- Will always direct citizens and visitors to the proper person for assistance and information
- Will translate knowledge into desirable action

Contact Us

Wanda J. Lewis

Office Manager for the City Manager's office

Administrative Services

Physical Address

[View Map](#)

300 N Main Street

Suite 216

Hopewell, VA 23860

The purpose of this document is to establish customer service standards for employees of the City of Austin Development Services Department (DSD). DSD employees are knowledgeable in our work, accessible to customers, responsive to needs, fair and consistent in our practices, flexible and creative in our problem solving, and informative to our customers as we help them navigate processes.

Our commitment to these service standards enables our customers to have a positive experience when interacting with our department. The goal is to reinforce an organizational culture which focuses on the needs of customers and to codify our shared values.

Definition of Customer

A Customer is someone affected, directly or indirectly, by the services we provide. This includes customers who are internal or external, new or repeat – *everyone* who is impacted by the work we do. We aim to treat all our customers with the same excellent service.

Staffing for Customer Needs

We aim to be fully staffed to meet our customers' demands. We strive to be at our work areas when expected and communicate in a timely manner when we have to be away for any reason.

Time Commitments

Time is valuable. When we agree to a time commitment, we uphold our responsibility. If we cannot, we proactively reschedule, send a delegate, or otherwise notify our customer, as appropriate.

Etiquette

We aim to make our work with customers pleasant. We acknowledge and respond to customers in a polite and timely manner by whatever means of communication they deem most appropriate.

- In-person Etiquette
We dress appropriately and are professional. We identify ourselves and focus on the customer by using appropriate eye contact and body language.
- Telephone Etiquette
We present a helpful attitude while efficiently taking care of all the business and the procedural requests of the customer. We listen to the customer fully and strive to meet all needs.
- Voicemail Etiquette
We aim to quickly retrieve our messages and respond to the customers in as timely a manner as possible, using the most appropriate means of interaction for the situation. We keep our outgoing greetings updated. When leaving messages on others' voicemail, we aim for brevity while giving complete information about who, how, and what is required.
- Email Etiquette
We respond to emails in a timely manner. We aim to use proper grammar with clear and professional language. We follow our Brand Use Guidelines for consistency in communication style and content.

- Web Etiquette

We aim to make web services efficient, timely, and an effective means of communication. We publish our availability and keep online resources current.

- Cell Phone Etiquette

We acknowledge that a cell phone may be the primary means of conducting business. We encourage appropriate cell phone usage to facilitate effective and efficient business transactions. We focus on our customers and ask them for the same courtesy.

Web-based Tools & Resources

We make our online resources available, functional, and intuitive. We create and maintain useful departmental web-based tools and technological resources that enable customer self-service wherever feasible. This includes such things as informational resources on our website, technology portals, digital communication methods, and other future tools.

Training for All

We provide employee development programs to refresh our knowledge and to enhance and improve efficiency and production. Training is available to all DSD employees (including temporary, seasonal, and contract employees) and our customers.

Controlled Escalation

We empower all employees to handle potentially difficult situations without the need to escalate every one. We recognize that sometimes we need to involve someone with more experience or latitude who can consider a different outcome. We provide employees and customers with the resources to escalate the issue to a supervisor when necessary.

Safety

Safety is important to us. Emergency and crisis training is provided for and practiced by every employee in case of possible threat.

Navigation

We prioritize assisting our customers in their journey through the development process. We maximize technology resources to assist in self-service. Communications are available in understandable formats.

Collecting & Processing Feedback

Because we want our customers to have positive experiences, we invite input and collect suggestions for improvements. We recognize employees who provide quality customer experiences and use all feedback as training opportunities.

Closing the Customer Service Experience

As we complete the interaction with each customer, we ensure that they have received the service or information they need from us.

This document provides the framework for the design of service delivery procedures that ensure DSD employees consistently demonstrate exceptional customer service in their behaviors and interactions with all customers, while meeting or exceeding City of Austin policies.



MEMORANDUM

Legal Department

DATE: November 5, 2025

TO: Jana Ecker, City Manager

FROM: Mary M. Kucharek

SUBJECT: Request for Closed Session Under MCL § 15.268, Sec.8(1)(d) and (e) of the Open Meetings Act

INTRODUCTION:

The City Attorney is requesting to meet with the City Commission in closed session to discuss pending litigation pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act and Sec.8(1)(d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

BACKGROUND:

Pursuant to MCL § 15.268 Sec. 8(1)(e) of the Open Meetings Act the City Attorney wishes to discuss pending litigation for *Yasamin Aziz, et al v City of Birmingham*, Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen. This lawsuit claims that on or about August 23-24, 2024 the Plaintiffs' homes and other private properties located in the City were unreasonably interfered with and flooded alleging defects in the design, construction, and maintenance of its sewage disposal system. This has been filed as a class action; meaning that the Plaintiffs initiated litigation for all persons and entities similarly situated.

LEGAL REVIEW:

I am requesting closed session on Monday, November 10, 2025 pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Yasamin Aziz, et al v City of Birmingham*, Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen and Sec. 8(1)(d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real.

FISCAL IMPACT:

To be discussed in closed session.

ATTACHMENTS:

Open Meetings Act, MCL § 15.268 Closed sessions; permissible purposes, Sec. 8(1)(d) and (e).

SUGGESTED COMMISSION ACTION:

Make a motion to meet in closed session pursuant to MCL § 15.268, Sec.8(1)(e) of the Open Meetings Act to discuss pending litigation entitled *Yasamin Aziz, et al v City of Birmingham*, Oakland County Circuit Court Case No. 2024-206496-NZ, Honorable Phyllis C. McMillen and Sec. 8(1)(d) to consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

OPEN MEETINGS ACT (EXCERPT)
Act 267 of 1976

15.268 Closed sessions; permissible purposes; applicability to independent citizens redistricting commission.

Sec. 8. (1) Except as otherwise provided in subsection (2), a public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named individual requests a closed hearing. An individual requesting a closed hearing may rescind the request at any time, in which case the matter at issue must be considered after the rescission only in open sessions.

(b) To consider the dismissal, suspension, or disciplining of a student if the public body is part of the school district, intermediate school district, or institution of higher education that the student is attending, and if the student or the student's parent or guardian requests a closed hearing.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office must be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(g) Partisan caucuses of members of the state legislature.

(h) To consider material exempt from discussion or disclosure by state or federal statute.

(i) For a compliance conference conducted under section 16231 of the public health code, 1978 PA 368, MCL 333.16231, before a complaint is issued.

(j) In the process of searching for and selecting a president of an institution of higher education established under section 4, 5, or 6 of article VIII of the state constitution of 1963, to review the specific contents of an application, to conduct an interview with a candidate, or to discuss the specific qualifications of a candidate if the particular process of searching for and selecting a president of an institution of higher education meets all of the following requirements:

(i) The search committee in the process, appointed by the governing board, consists of at least 1 student of the institution, 1 faculty member of the institution, 1 administrator of the institution, 1 alumnus of the institution, and 1 representative of the general public. The search committee also may include 1 or more members of the governing board of the institution, but the number does not constitute a quorum of the governing board. However, the search committee must not be constituted in such a way that any 1 of the groups described in this subparagraph constitutes a majority of the search committee.

(ii) After the search committee recommends the 5 final candidates, the governing board does not take a vote on a final selection for the president until at least 30 days after the 5 final candidates have been publicly identified by the search committee.

(iii) The deliberations and vote of the governing board of the institution on selecting the president take place in an open session of the governing board.

(k) For a school board to consider security planning to address existing threats or prevent potential threats to the safety of the students and staff. As used in this subdivision, "school board" means any of the following:

(i) That term as defined in section 3 of the revised school code, 1976 PA 451, MCL 380.3.

(ii) An intermediate school board as that term is defined in section 4 of the revised school code, 1976 PA 451, MCL 380.4.

(iii) A board of directors of a public school academy as described in section 502 of the revised school code, 1976 PA 451, MCL 380.502.

(iv) The local governing board of a public community or junior college as described in section 7 of article VIII of the state constitution of 1963.

(l) For a county veteran services committee to interview a veteran or a veteran's spouse or dependent regarding that individual's application for benefits or financial assistance and discuss that individual's

application for benefits or financial assistance, if the applicant requests a closed hearing. This subdivision does not apply to a county veteran services committee voting on whether to grant or deny an individual's application for benefits or financial assistance. As used in this subdivision, "county veteran services committee" means a committee created by a county board of commissioners under section 1 of 1953 PA 192, MCL 35.621, or a soldiers' relief commission created under section 2 of 1899 PA 214, MCL 35.22.

(2) This act does not permit the independent citizens redistricting commission to meet in closed session for any purpose. As used in this subsection, "independent citizens redistricting commission" means the independent citizens redistricting commission for state legislative and congressional districts created in section 6 of article IV of the state constitution of 1963.

History: 1976, Act 267, Eff. Mar. 31, 1977;—Am. 1984, Act 202, Imd. Eff. July 3, 1984;—Am. 1993, Act 81, Eff. Apr. 1, 1994;—Am. 1996, Act 464, Imd. Eff. Dec. 26, 1996;—Am. 2018, Act 467, Eff. Mar. 27, 2019;—Am. 2021, Act 31, Imd. Eff. June 24, 2021;—Am. 2021, Act 166, Imd. Eff. Dec. 27, 2021.

Compiler's note: Enacting section 1 of Act 166 of 2021 provides:

"Enacting section 1. This amendatory act is intended to clarify that the independent citizens redistricting commission for state legislative and congressional districts, since its establishment under section 6 of article IV of the state constitution of 1963, has been required to conduct all of its business at open meetings, without exception and in a manner that invites wide public participation throughout this state, as provided in section 6(10) of article IV of the state constitution of 1963, and that the commission continues to be subject to this unqualified open meetings requirement."

The Community House

1 message

Kathleen Devereaux <kcdevereaux@yahoo.com>

Wed, Nov 5, 2025 at 9:04 AM

To: "city-commission@bhamgov.org" <city-commission@bhamgov.org>

Cc: "jecker@bhamgov.org" <jecker@bhamgov.org>, "clerksoffice@bhamgov.org" <clerksoffice@bhamgov.org>

To the Birmingham City Commission:

Hon. Mayor and Commissioners,

SELL THE COMMUNITY HOUSE? CAN THEY DO THAT?

On November 3, 2025, the management of the Birmingham Community House (TCH) announced their intention to create a Community Foundation whose mission is to “support established and emerging nonprofit organizations and scholarships for students located within a 10-mile radius of Birmingham.”

(Attachment 1--DOWNTOWN article, Page 1, see below)

Unfortunately, the new Foundation’s mission does not include continuing to operate the Community House premises as a community center, or, well, as anything.

TCH management is winding down the operation of the House and putting it on the market in hopes of attracting an “interested and thoughtful” buyer before it vacates the premises at the end of June, 2026.

A very startling announcement in light of the fact that, as of January 2025, a new management team led by former CEO Camille Jayne had vowed to restore the classes and cultural activities, invite back many of the sponsored groups and otherwise restore the status quo *ante* the outgoing CEO, William Seklar.

On November 2, 2025, the Community House had just wrapped a successful 40th anniversary Our Town Art Show and Sale, an annual event which includes a gala fundraiser. I attended that gala and the show itself. No one I talked to, including many Community House staff members seemed to have any idea that one day following the show’s end, Ms. Jayne would be announcing the dissolution of the Community House Association and the impending sale of the house—which for staffers means the loss of their jobs eight months from now.

WHAT IS/WAS THE ORIGINAL MISSION OF THE COMMUNITY HOUSE?

An examination of the Trust created in 1928 by the original Community House Association, makes it clear that the Community House was founded to act as a community center in Birmingham. The trust was instituted to oversee the activities of the Community House Association, the non-profit entity which runs the Community House to this day.

I obtained a copy of the Deed of Trust dated January 16, 1930, from public records. (see attachment 2, TCH_1930Deed.)

Five trustees were appointed, including Ruth Shain.

Clauses in this deed specify what will happen should the Community House ever cease to function as its founders envisioned:

(Attachment 2, TCH 1930Deed, Page 2, 5.)

Language from page 2, echoed elsewhere in the document, states the donors' and founders' intent.

“WHEREAS it is the desire of the Donors that the said property and the building to be erected thereon and any and all future buildings erected thereon by the Settlor [The Association] shall be used only for the purposes or purposes set forth in its Articles of Association, and that in the event of the dissolution of the said corporation following the abandonment for any reason of the purpose or purposes for which it was formed, then all of the said land and the improvements thereon be quit claimed and conveyed to a charitable, benevolent or educational organization in the said Village of Birmingham, now existing or organized in the future to be selected by the Trustees herein or their duly elected or appointed successors or leased by them for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public...”

[Emphasis added]

Fast forward to 1989, when the successor Trustees petitioned the Oakland County Probate Court to dissolve the trust, assuming, apparently, that the Community House was now safe in the hands of the Association alone.

Probate Judge Barry Grant ordered the trust terminated. **(Attachment 3, Quit Claim Deed of Trust Residue and Order)**

The court ordered the Trust to convey the residue of its legal and equitable interest in the Community House property to the Association.

The conveyance of the Community House property to the Association was expressly subject to the terms of the 1930 Deed of Trust, and here the opinion restates the conditions of the earlier deed, that “upon dissolution of the corporate existence of the Community House Association”...and upon the “abandonment” of the purpose for which it was formed, that the property be quit-claimed either to a charitable, benevolent or educational organization in the City of Birmingham...” “or instead” to “lease the same for nominal rental to the City of Birmingham...to be used by and for a community center for the benefit of the public...” (Attachment 2, pages 4-5.)

A quit claim deed dated April 24, 1990 was executed pursuant to the Probate Court order, also expressly restricted under the terms of the 1930 deed of trust. **(Attachment 3, page 1.)**

By recasting itself as a new foundation, the Community House Association has or will have in effect dissolved itself, activating the deed conditions.

It was clearly the founder's intent that the property and the buildings were an integral part of the mission of the Community House to provide a community center.

Not too long ago, when the City was considering floating a bond to build a new Community Center, the Commission heard from Community House representatives that they feared their brand would be impinged upon. So the Board and management of TCH clearly don't dispute the original founders' definition of the mission.

The existence of the deed restrictions described above would, I believe, prohibit a sale of the premises to a private or commercial entity. Only a charitable, benevolent or educational organization that is suitable to carrying out the original mission would meet the criteria of the deed restrictions. In the alternative, the property must be rented at a “nominal” rate to the City of Birmingham to be used as a Community Center.

I also believe it would run contrary to the founders’ intent to allow TCH to be sold for a profit, e.g. as “partial seed funding” for the new foundation.

I urge the commission to consider and decide what, if any, role the City of Birmingham should play in the disposition of a beloved historic building and premises at the heart of our city, and to do what is necessary to insure that the deed restrictions are enforced.

Sincerely,

Kathleen Devereaux

Birmingham resident since 1979

3 attachments



DOWNTOWN article.pdf
40K



TCH_1930Deed.pdf
9164K



Quit Claim Deed of Trust residue and order dissolving TCH trust.pdf
86K

Community House to be replaced by foundation

- :
- 8 hours ago

The Community House in Birmingham this week announced plans to evolve into the Birmingham Area Community Foundation to carry on the original mission of the iconic community group, and the closure and sale of its building on 380 Bates Street in the city effective July 1 of 2026.

In terms of the current building for The Community House, officials said the Early Childhood Center will complete its current session, which concludes in May 2026, and events scheduled now through June 30 of next year will continue. The new owner of the building will take over the facility at that time.

Announcement of the changes for the community institution was made by board President Camille Jayne and Alison Gaudreau, President of The Community House Association, after they met with employees on the morning of Monday, November 2, to explain the changes planned for mid 2026.

Both Jayne and Gaudreau described the community foundation as “an essential step in ensuring the long-term sustainability and viability of The Community House’s contributions to the community and legacy continue.”

Officials explained that the Birmingham Area Community Foundation will support established and emerging nonprofit organizations and scholarships for students located within a 10-mile radius of Birmingham. There will be a particular focus on supporting smaller, midsize and emerging nonprofits that may otherwise be overlooked or underfunded by the existing nonprofit ecosystem, they said.

Jayne said there are hundreds of small nonprofits, many of which they polled and the greatest needs expressed by those groups were for mentorship and fundraising, which proved a “real catalyst” in deciding how best to continue with the original mission of The Community House.

¹ Monday November 3?

“The strength and promise of The Community House has always been rooted in our commitment to make an impact in the community by serving those in need. This new chapter is about expanding and deepening our service to the community in a way that we believe will provide an even more meaningful and growing impact for the surrounding area,” said Camille Jayne, founder of The Jayne Group. “Establishing the Birmingham Area Community Foundation creates a sustainable model to carry on the legacy and intention of The Community House founder Ruth Shain, which was to help those in need.”

“Creating the Birmingham Area Community Foundation is about investing in the future. The nonprofit landscape has changed and this is a model that builds a bridge for the future and addresses a need in the existing local nonprofit community,” said Alison Gaudreau, President of The Community House Association. “Donors to the Birmingham Area Community Foundation will now have a platform to support local initiatives and create a lasting impact.”

Jayne will serve as Chair for the Birmingham Area Community Foundation Board of Trustees. Gaudreau will serve as President of the foundation and she will be joined by Lindsey Eliason as Vice-President for finance, a position she now fills at The Community House.

Jayne conceded that the business model for the century-old organization of The Community House could no longer be sustained in the current environment, saying that “the game really has changed” even prior to the Covid pandemic which presented added challenges and altered how many nonprofits operate now.

The leaders of two noted nonprofits currently working with The Community House have already endorsed the move to the new community foundation – United Community Family Services and Cranbrook Schools Horizons-Upward Bound program.

Jayne said a broker has started working with “interested and thoughtful” potential buyers. Proceeds from sale of the building will be used to retire any debt and to serve as partial seed funding for the community foundation.

The Birmingham Area Community Foundation will host a series of discussions at The Community House to expand on plans for the new foundation on the following dates: Wednesday, December 10, from 1-2:30 p.m.; Wednesday, December 10, from 5:30-7 p.m.; and Thursday, December 11, from 8:30-10 a.m. Registration is required at <http://weblink.donorperfect.com/communitytalks>.

To learn more about the Birmingham Area Community Foundation, visit bacommunityfoundation.org.

- [municipal](#)
- [breaking news](#)

LIBER 761
DEED OF TRUST

380

THIS AGREEMENT, made the 16th day of January,
A. D. 1930, between the BIRMINGHAM COMMUNITY HOUSE ASSOCIATION, a
corporation organized and existing under and by virtue of Section
II, Chapter 1, Part 1 of Act No. 84, of the Public Acts of Michigan
for 1921, and having its place of business in the Village of
Birmingham, Oakland County, Michigan (herein called the "Settlor"),
and ROLLA J. CORYELL, CLARENCE VLIET, RUTH SHAIN, CHARLES^B RANDALL
and HENRY HART, all of the said Village of Birmingham (herein
called the "Trustees")

WITNESSETH:

WHEREAS the Settlor was duly incorporated according to
law for the following purpose or purposes:

"To encourage, engage in and carry on social,
philanthropic, and civic activities among and
for the residents of the Village of Birmingham,
Michigan, and to provide and maintain a center
therefor by acquiring, leasing, purchasing, im-
proving and maintaining adequate real and per-
sonal property;"

and

WHEREAS the said corporation is the owner and is in pos-
session of the following described property:

"Lots 94, 95, 96, Merrill Plat, Village of
Birmingham, Oakland County, Michigan,"

and

WHEREAS the said corporation is to be financed by the
public and private solicitation of funds or donations from and by
the residents of the said Village of Birmingham, and adjacent
vicinities, but confined within the County of Oakland; and

WHEREAS the qualifications required of officers and
members are the subscriptions of \$1.00 or more to the work of the
said Settlor; and

WHEREAS the Settlor has by the regular action of its
membership voted to erect a suitable building on the above describ-
ed property and the cost thereof to be financed and paid from past
and future public and private solicitation of funds or donations, and

WHEREAS it is the desire of the Donors that the said property and the building to be erected thereon and any and all future buildings erected thereon by the Settlor shall be used only for the purpose or purposes set forth in its Articles of Association, and that in the event of the dissolution of the said corporation following the abandonment for any reason of the purpose or purposes for which it was formed, then all of the said land and the improvements thereon be quit claimed and conveyed to a charitable, benevolent and educational organization in the said Village of Birmingham, now existing or organized in the future to be selected by the Trustees herein or their duly elected or appointed successors or leased by them for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public, and

WHEREAS in pursuance of the foregoing the Settlor did, on the 7th day of May, 1928, by the unanimous vote of its Board of Directors, create a board of five trustees, to consist of (1) A member of the Birmingham Public Library Board; (2) A member of the Birmingham School Board (known as School District No. 1 Fractional Bloomfield); (3) A member of the Birmingham Community House Executive Board; (4) An officer of the Detroit and Security Trust Company; and (5) An officer of a bank or trust company located in Birmingham, the said board to have a perpetual existence and its personnel to be appointed in the manner set forth in the said resolution, the following being a true copy of the said resolution:

WHEREAS the campaign for funds now in progress and the financing, construction, equipping and managing of the new Community House offer matters of policy respecting which it is the purpose of the Association to, at all times, protect the property and assets and promote the objects of the Association and perpetually safeguard the supporting and contributing community;

BE IT THEREFORE RESOLVED:

1. That there is hereby created a Board of five Trustees, consisting of a member of the Birmingham Public Library Board, a member of the Birmingham School Board, a member of the Birmingham Community House Board, an officer of the Detroit and Security Trust Company, and an officer of a Birmingham Bank or Trust Company, the first three of whom shall be appointed for three years terms by their respective Boards at such times after the first year as to require an appointment each year for a three year term, and the remaining two of whom

shall be selected and appointed by the said first three; that such Board of Trustees shall have a perpetual existence and no transfer, assignment, conveyance, mortgage or other instrument respecting the real and personal property of the Association shall be valid unless first approved in writing by the said Board of Trustees and a certificate of such approval signed by the Secretary and attested by the President of said Board of Trustees is attached to and made a part of any and all such instruments.

2. That in the event of the dissolution of this Association following the abandonment for any reason of the purpose or purposes for which it was formed as described and named in the Articles of Incorporation and in the by-laws of the Association, then all of its assets of every kind and nature shall, through the said Board of Trustees, be quit claimed and conveyed to whatever charitable and benevolent or educational organization the said Board may by a four-fifths vote select, forever, subject to the payment of all debts and the liquidation of all liabilities.

3. That the said Board of Trustees are hereby directed to organize formally, within thirty days of their appointment, elect officers, adopt by-laws and keep complete and accurate records of all their doings as trustees, whether formally or informally performed.

4. That this Association may delegate further powers and other duties to the said Board of Trustees, but shall not take from them any of the powers and duties herein created.

WHEREAS in pursuance of the foregoing resolution, the Trustees herein were duly appointed and qualified and their successors in the trust shall be duly appointed and qualified; and

WHEREAS by subsequent resolutions regularly adopted by the Settlor, the foregoing resolution was amended or superseded in part, restricting the grantee chosen by the Trustees to a charitable, benevolent or educational organization in the said Village of Birmingham and furthermore authorizing and empowering the Trustees by a four-fifths vote to lease the property of the Settlor for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public; and

WHEREAS all of the property of the Settlor now owned or hereafter acquired by purchase, exchange, gift, endowment or otherwise, shall be subject to the same rights, powers and duties of the Trustees and their successors as herein provided respecting the parcels of property herein described; and

WHEREAS the Settlor did at its last annual meeting authorize, empower and direct the Board of Directors to adopt and approve of the terms of such trust and any instruments made in pur-

suance thereof and this deed of trust having subsequently been approved by the said Board of Directors at a meeting specially called and held for that purpose; and

WHEREAS the Settlor desires to establish a trust upon the conditions and for the uses and purposes herein set forth;

NOW, THEREFORE; that in consideration of the sum of One (\$1.00) Dollar to each of the said Trustees in hand paid by the Settlor, the receipt whereof is hereby acknowledged by each of them, and in further consideration of the trust herein contained, the Settlor does by these presents grant, bargain, sell, remise, release and forever quit claim unto the said Rolla J. Coryell, Clarence Vliet, Ruth Shain, Charles Randall and Henry Hart, and to their successors and assigns, FOREVER, All those certain pieces or parcels of land situated in the Village of Birmingham in the County of Oakland and State of Michigan, known and described as follows:

Lots 94, 95 and 96
Merrill Flat;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same to them and to their successors in the trust and assigns, FOREVER;

IN TRUST, NEVERTHELESS, and to have for the uses, interest and purposes herein described and declared, that is to say:

1. To execute such mortgage or mortgages as the Settlor may secure for paying the cost of any and all buildings erected thereon or for paying the cost of rebuilding the same or building or rebuilding branches or annexes on other locations and for paying on the cost of additions thereto or the cost of major repairs thereon, provided the said Trustees by a four-fifths vote concur in the terms and conditions of such mortgage or mortgages.

2. To execute, acknowledge and deliver a good and sufficient deed of conveyance in pursuance of a resolution by the Settlor authorizing and directing the same for the purpose of erecting, in the pursuance of its purposes, a suitable building on another location, provided the said Trustees by a four-fifth vote

concur in the advisability thereof.

3. To protect the Donors by the use of all reasonable, proper and lawful means against permissive, voluntary, equitable or other waste of the property by the Settlor, its directors, officers, lessees' agents, lessees and licenses, and in such event to take over and assume the control and management thereof as Trustees with the powers herein provided.

4. That in the event of the dissolution of the corporate existence of the Settlor following the abandonment for any reason of the purpose or purposes for which it was formed, then to quit claim and convey the said land and all of the improvements thereon to such charitable, benevolent or educational organization in the said Village of Birmingham or its successor municipality as the said Trustees herein or their elected or appointed successors may by a four-fifths vote determine upon, subject to the payment of all debts and the liquidation of all liabilities or instead thereof and by like four-fifths vote to lease the same for a nominal rental to the said Village of Birmingham or its successor municipality to be used by it for a community center for the benefit of the public, and to otherwise carry into effect all other provisions herein contained.

The Trustees, by joining in the execution of this instrument, hereby accept the said trust and covenant that they will execute the same with all due fidelity; it being understood, however, that the said Trustees and their successors in the trust shall not be held liable or accountable for any mere error of judgment in the execution of the said trust.

That the Trustees or any of their successors in the trust may at any time resign the said trust; that the resignation or death of a trustee or termination of his term of office shall forthwith be filled by a successor according to the method provided in the aforesaid resolution of the Settlor.

IN WITNESS WHEREOF the said Birmingham Community House Association has caused these presents to be signed in its name by

its Vice-President and its Secretary, and sealed with its Corporate Seal, on the day and year first above written.

BIRMINGHAM COMMUNITY HOUSE ASSOCIATION

By Lulu A. W. Wilson
Vice President

By Cecil W. Hahn
Secretary

STATE OF MICHIGAN)

COUNTY OF WAYNE)

SS

On this 16th day of January, A. D.,

for me, a Notary Public in and for said County, appeared

Lulu A. W. Wilson and Cecil W. Hahn

to me personally known, who being by me duly sworn did each for herself say that they are respectively the Vice-President and Secretary of the Birmingham Community House Association, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Lulu A. W. Wilson and Cecil W. Hahn acknowledge said instrument to be the free act and deed of said corporation.

John D. [Signature]
Notary Public, Wayne County, Michigan.

My commission expires Sept 3 1933

WE, the undersigned, do hereby accept the trust set forth in the foregoing instrument.

Ballie J. Concell

X Harry Hart

Clarence Vliet

Paul [Signature]

Ruth Shain

2-10

129837

BIRMINGHAM COMMUNITY HOUSE
ASSOCIATION

TO

ROILA J. CORYELL, (C) RENCE
VILET, RUTH SHAIN, CHARLES
RANDALL AND HENRY ELERT

Trustees

DEED OF TRUST

Original

Register's Office
Oakland County

JAN 30 1930 10:35 AM

761

of 1930-1931

380-6

JOHN E. MARTZ
219 Dime Bank Bldg.

11349661

061738

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That THOMAS F. SWEENEY, SHELLEY D. ROBERTS and GEOFFREY L. HOCKMAN, as the remaining Trustees of the Trust of the Birmingham Community House Association created on May 7, 1928 by Resolution of the Board of Directors of said Association (hereinafter the "Trust"), whose address is 380 South Bates Street, Birmingham, Michigan 48009, pursuant to and in accordance with the Order entered on August 2, 1989 in the matter entitled In Re Trust of the Birmingham Community House Association Inter Vivos Trust (Oakland County Probate Court File No. 89-198, 645-TII), a certified copy of which Order is attached hereto and recorded herewith, QUIT CLAIM to THE COMMUNITY HOUSE ASSOCIATION, BIRMINGHAM, MICHIGAN (f/k/a Birmingham Community House Association), a Michigan nonprofit corporation, whose address is 380 South Bates Street, Birmingham, Michigan 48009, all of the Trust's legal and equitable interest in the following described premises situated in the City of Birmingham, County of Oakland and State of Michigan:

- (a) Lots 94, 95, 96, 85, 86, 87, 88, 89 and 90 of "Merrill's Plat", as recorded in Liber 3 of Plats, Page 3, Oakland County Records.

Together with any and all other real and personal property and assets of the Trust, wherever located, and Subject To the terms and conditions of the Order attached hereto and all covenants, conditions, easements and restrictions of record including, but not limited to, the Deed of Trust dated January 16, 1930 and recorded in Liber 761, Pages 380 through 385, inclusive, Oakland County Records.

242 REE NEEDS PAID
0001 APR 25 20 04:52 PM
1422 DEEDS 1300

For the sum of NO CONSIDERATION.

This instrument is exempt from transfer tax pursuant to MCLA 207.505(a).

Dated this 24th day of April, 1990.

Witnesses:

Robert R. Maxwell
Robert R. Maxwell

Katherine A. St. Pierre
Katherine A. St. Pierre

Signed and Sealed by:

Thomas F. Sweeney
Thomas F. Sweeney, Trustee

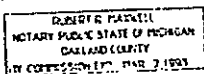
Shelley D. Roberts
Shelley D. Roberts, Trustee

Geoffrey L. Hockman
Geoffrey L. Hockman, Trustee

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

C.K. — LM

The foregoing instrument was acknowledged before me this 24th day of April, 1990 by Thomas F. Sweeney, Shelley D. Roberts and Geoffrey L. Hockman, as remaining Trustees of the Trust of The Birmingham Community House Association created on May 7, 1928, and not individually.



Robert R. Maxwell
Notary Public
Oakland County, Michigan 5/2/93
My Commission expires:

DRAFTED BY AND
WHEN RECORDED RETURN TO:

Robert R. Maxwell
Houghton, Potter, Sweeney & Blanner
3360 Guardian Building

10A

TAX PARCEL NUMBERS:

19-36-132-001
19-36-132-002
19-36-132-003
19-36-132-004

113498662

STATE OF MICHIGAN
IN THE OAKLAND COUNTY PROBATE COURT

In Re

TRUST OF THE BIRMINGHAM COMMUNITY
HOUSE ASSOCIATION, *Inter Vivos Trust*

#89-198645-II

ORDER TERMINATING THE TRUST
OF THE BIRMINGHAM COMMUNITY HOUSE
ASSOCIATION AND DISTRIBUTING ITS
ASSETS TO THE COMMUNITY HOUSE
ASSOCIATION, BIRMINGHAM, MICHIGAN,
A MICHIGAN NONPROFIT CORPORATION

At a session of said Court, held in
the Oakland County Courthouse located
in the City of Pontiac, County of
Oakland, State of Michigan on
August 2, 1987

PRESENT: HON. BARRY M. GRANT
Probate Court Judge

The Petition to Terminate the Trust of the Birmingham
Community House Association and to distribute its assets to The
Community House Association, Birmingham, Michigan, a Michigan
nonprofit corporation, with attached exhibits and Memorandum of
Law having been filed herein by The Community House Association,
Birmingham, Michigan and by Thomas F. Sweeney, Shelley D.
Roberts and Geoffrey L. Hockman, the three presently appointed
and acting members of the five member Board of Trustees of the
Trust of the Birmingham Community House Association, and

FILED Aug 3, A.D. 1987
Kathleen A. Thomas
Clerk of Probate

I certify that I have compared the foregoing with the original and find that the same is a true and correct copy of the original as filed.

Noted and filed for the Court.
Clerk of Probate
By Kathleen A. Thomas
Clerk of Probate

The consent of the Michigan Attorney General to the requested relief having been filed herein, and the Court being fully advised in the premises,

The Court hereby determines as follows:

1. The Trust of The Birmingham Community House Association has become dormant and inactive, its activation would be wasteful of available resources, and the purpose of the trust has become impossible, impractical and inexpedient to carry out so that another charitable entity carrying out the same purpose should be substituted in its place.

2. The purpose of the settlor in establishing the trust can be best carried out by The Community House Association, Birmingham, Michigan, a Michigan nonprofit corporation, which is the sole beneficiary of the Trust of the Birmingham Community House Association and presently is subject to the registration and annual report requirements of the Michigan Attorney General, and presently is qualified as a 501(c)(3) charity under the Internal Revenue Code and has effectively acted as the owner of the real estate held by the trust for nearly 60 years.

Now, Therefore, It Is Hereby Ordered As Follows:

1. That the Trust of the Birmingham Community House Association created on May 7, 1928 be terminated effective immediately and that after conveying title to the trust assets to The Community House Association, Birmingham, Michigan, the

HUGHSTON, POTTER,
KEENEY & BREYNER
ATTORNEYS & COUNSELLORS
PROFESSIONAL CORPORATION
1000 WOODWARD AVENUE
STRAIT, MICHIGAN 48226
18131 067 04-10

now acting Trustees thereof be discharged of any further responsibility in connection with said Trust.

2. That the remaining Trustees of the Trust of the Birmingham Community House Association transfer all of the Trust's legal and equitable interest in Lots 94, 95, 96, 85, 86, 87, 88, 89 and 90 of Merrill's Plat, Birmingham, Oakland County, to The Community House Association, Birmingham, Michigan, a Michigan nonprofit corporation.

3. That The Community House Association, Birmingham, Michigan, hold said premises in accordance with the terms and conditions of the Deed of Trust dated January 16, 1970 and recorded in Liber 761, Pages 320 - 385, Oakland County Records, including the condition that in the event of the dissolution of the corporate existence of The Community House Association, Birmingham, Michigan, a Michigan nonprofit corporation, following the abandonment for any reason of the purpose or purposes for which it was formed, then to quit claim and convey the said land and all of the improvements thereon to such charitable, benevolent or educational organization in the City of Birmingham, or its successor municipality, as the Board of Directors of the Community House Association, Birmingham, Michigan, may by a four-fifths vote determined upon, subject to the payment of all debts and the liquidation of all liabilities or instead thereof and by like four-fifths to vote to lease the same for nominal rental to the City of Birmingham or its

JOHNSON, POTTER,
WELNET & SPENNER
SOLICITORS & COUNSELLORS
BIRMINGHAM, MICHIGAN
TELEPHONE 3-1111
1134986664

11349665

successor municipality to be used by and for a community center
for the benefit of the public and to otherwise carry into
effect all of the provisions of said Deed of Trust.

August 2, 1989
DATE ONE YEAR IN ORDER

Barry M. Grant

PROBATE COURT JUDGE

BARRY M. GRANT

EDUCATION, POSTER,
WEINER & BRENNER
ATTORNEYS & COUNSELLORS
MULTI-MEDIA CORPORATION
1000 CALIFORNIA BUILDING
1000 CALIFORNIA BUILDING
1000 CALIFORNIA BUILDING
(312) 664-0050

- 4 -



NOTICE OF INTENTION TO APPOINT TO THE BOARD OF REVIEW

At the regular meeting of Monday, December 15, 2025, the Birmingham City Commission intends to appoint three regular members to serve three-year terms to expire December 31, 2028 to the Board of Review.

Interested citizens may submit an application available at the City Clerk's office or online at www.bhamgov.org/boardopportunities. Applications must be submitted to the City Clerk's office on or before noon on Wednesday, December 10, 2025. These documents will appear in the public agenda for the regular meeting at which time the City Commission may make nominations and vote on appointments.

Board Duties

The Board of Review, consisting of two panels of three local citizens who must be property owners and electors, is appointed by the City Commission for three-year terms. Although a general knowledge of the City is very helpful, more important are good judgment and the ability to listen carefully to all sides of an issue before making a decision. Approximately three weeks in March are scheduled for taxpayers to protest their assessments and one day each in July and December for correcting clerical errors and mutual mistakes of fact. Two training sessions in February are also required.

Board members are paid \$110 per diem.

Criteria/Qualifications of Open Position	Date Applications Due (by noon)	Date of Interview
Members must be property owners and registered electors of the City of Birmingham.	12/10/2025	12/15/2025

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



MEMORANDUM

Parking Department - Staff Report

DATE: November 6, 2025

TO: Jana L. Ecker, City Manager

FROM: Aaron Ford, Parking Director

SUBJECT: Evening Monthly Parking Permit Program

INTRODUCTION:

At the May, 5, 2025 City Commission meeting, Commissioner Long brought up the challenges faced by service workers and other evening staff in and around the downtown business district and their ability to secure parking at an affordable rate. There was discussion by the Commission and a request made by the Commission to have City staff look at the issue.

BACKGROUND:

The issue of parking for service workers and other evening staff in the downtown and the area surrounding the downtown is not new. The City has looked at this issue in the past and developed an evening monthly parking permit system to address the issue. This program has been in place for over fifteen (15) years.

The "Evening Monthly Parking Permit Program" is available at all five City-owned parking structures: N. Old Woodward, Peabody, Chester, Pierce, and Park Street. This permit has two basic functions:

1. The ability to park: The evening only permit allows holders to park in any of five City-owned parking structures between 4:00 p.m. and 8:00 a.m., seven days a week. If a permit holder parks outside of these hours, the system will automatically assess a fee in accordance with the standard public parking rates. For instance, a permit holder exiting a garage at 9:00a.m.—one hour beyond the designated timeframe—would be charged \$2.00.
2. The cost to park: The evening permit is offered at a discounted rate of \$20 less than the standard monthly permit. For example, at the Pierce Street Structure, where the standard monthly rate is \$100, the evening only permit is available for \$80 per month.

Currently, a total of seventy-three (73) evening monthly parking permits are in use across the five City-owned parking structures. The evening monthly parking program was introduced to assist in playing a vital role in supporting the City's broader parking management strategy by providing both accessible and affordable parking for service workers and other evening staff. This, in turn, benefits local businesses—particularly restaurants and entertainment venues—that thrive on evening activity. The program also provides added convenience for employees of

downtown establishments, strengthening community connections and mutual support between local businesses and their staff. Finally, the program helps reduce congestion by distributing parking demand more evenly across different time periods and facilities. Its continued operation reflects the City's ongoing commitment to ensuring that parking remains accessible, affordable, and efficiently managed.

COMMUNICATION:

While participation in the evening monthly parking permit program has remained steady, there could be opportunities to further enhance awareness and usage. One opportunity to consider is increased promotion of the program. Coordinated outreach with the Birmingham Shopping District (BSD) could help market the program directly to downtown employers and hospitality venues. Similarly, expanding digital promotion through the City's website and newsletters could help highlight the convenience and cost savings the program offers. The BSD has been in communication with various members of its organization and the feedback received was that the hours of operation, currently 4:00 pm to 8:00 am are not early enough for many businesses. Most afternoon/night shift workers report to work closer to 3:00 pm. If the time were to be adjusted to be from 2:00 pm to 8:00 am, this would be very beneficial.

FISCAL IMPACT:

Another potential avenue for improvement is a rate evaluation. The City could explore whether a modest increase in the monthly discount fee might attract additional users, particularly among part-time or service industry workers who frequently park downtown during evening hours. The \$20 discounted fee has not been modified since its inception, while the monthly cost of a parking permit has risen slightly. Again, the BSD has received feedback from their constituents that a reduced overall price by way of an increased discount would also make the evening only monthly parking permit program more popular.

SUMMARY:

The City Commission requested that City staff look at the issue of evening parking for service workers and other evening staff in and around the downtown area. The City has in place a program designed to address this very issue, the "Evening Monthly Parking Permit Program." It allows for a \$20 per month reduction in a monthly permit parking pass and for use between the hours of 4:00 pm and 8:00 am. There are currently seventy-three (73) users of this program.

City staff from the Parking Department and the BSD have agreed to work collaboratively to better market and advertise the evening parking permit program. The BSD has also received feedback from some of their constituents that adjusting the time to 2:00 pm would be very helpful for workers to be able to park and get to work on time and that increasing the discount fee from its current \$20 per month to a higher number may also increase participation in the program by reducing the overall cost.